



GE Money
Home Lending

Home Insure

Protect your home with buildings & contents insurance from GE Money



If you require this document in another format, such as braille or large print, please call 0845 001 1015.

Please also refer to the 'How to make a claim' and helpline details inside the back cover.

Customer service

This document sets out the conditions of the contract of insurance between **you** and the insurer shown in **your schedule**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections and it is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance contract as a whole.

Please contact **us** immediately if this document is not correct or if **you** would like to ask any questions.

Telephone **our** Customer Service Centre on **0845 0011 015** (Monday to Friday 9am to 8pm and Saturdays 9am to noon excluding Bank Holidays). Calls may be recorded and monitored for quality and training purposes.

Welcome to GE Money Home Insure

Thank you for choosing **GE Money Home Insure**.

Please read the policy and **schedule** carefully.

Cover under **GE Money Home Insure** has been tailored to the specific **buildings** and/or **contents** requirements that **you** have declared during the quotation process and within **your** supporting declaration. This insurance relates only to those sections of the policy which are shown in the **schedule** as being included.

In return for the payment of premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

The policy wording, the **schedule** and any **endorsements** will form a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without obtaining further permission.

You are free to choose the law applicable to the insurance contract. Unless specifically agreed to the contrary, **GE Money Home Insure** shall be subject to English Law.

The sales and administration of **GE Money Home Insure** is undertaken by Heath Lambert Insurance Services (HLIS), which is a trading name of Heath Lambert Limited. The policy is underwritten by Certain Underwriters at Lloyd's of London, United Kingdom. Heath Lambert Limited and Underwriters at Lloyd's are authorised and regulated by the Financial Services Authority (FSA).

You can check our details on the FSA website at, www.fsa.gov.uk/register or by calling 0845 6061234.

This insurance will be accepted under a bespoke binding authority from a single insurer, whereby underwriting authority has been granted by certain underwriters at Lloyd's to HLIS.

We trust that **you** are happy with the level of cover provided by **GE Money Home Insure**. However, **you** have the right to cancel **your** policy from the inception date without giving any reasons, providing **your** instruction is submitted within 30 days of receiving the policy. In this event please return the documents to HLIS who will refund **your** premium in full. This refund is subject to no incidents having occurred which give rise to a claim.

In accepting this risk **we** have at all times taken in to account **our** obligation to act in **your** best interest. The levels of cover provided by **GE Money Home Insure** are in line with that currently available within the general insurance market.

Signed for and on behalf of the underwriters.



Paul Smith
Managing Director
Heath Lambert Insurance Services



INVESTOR IN PEOPLE

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Definitions (where the following words appear in bold in this insurance contract they will have the meanings shown below).

This definition includes:

Accidental damage

Damage caused by violent external means.

Bodily injury

Includes death or disease.

Buildings

- The **home** and its decorations
- fixtures and fittings attached to the **home**
- tennis courts, swimming pools, drives, patios and terraces, walls, gates and fences and fixed fuel tanks.

Which **you** own or for which **you** are legally responsible within the premises named in the **schedule**.

Business equipment

- Office equipment are computers and home office equipment belonging to **you** and used in conjunction with **your** business at the **home**.

This definition does not include:

Business equipment

- Property more specifically insured by any other insurance.
- Compensation for **you** not being able to use the computer or any equipment following loss or damage.
- Loss of magnetism or corruption of data.
- The equipment being confiscated or repossessed.
- The cost of reconstituting any lost or damaged data.
- Loss or damage to computer software, software tapes/disks, cd roms, and any data stored.
- Any **money** held for business purposes.
- Any amount over £5,000.
- Any amount over £1,000 in respect of stock.

Contents

Household goods, **valuables** and **personal belongings**, within the **home**, which are **your** property or which **you** are legally responsible for. **Contents** includes:

- tenant's fixtures and fittings.
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**.
- property in the open but within the premises up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**). Cover also excludes storm and flood.

Contents

- Motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories.
- Any living creature.
- Any part of the **buildings**.
- Any property held or used for business purposes - unless specified in the **schedule**.
- Any property insured under any other insurance.
- Landlords fixtures and fittings.

This definition includes:

- Deeds and registered bonds and other personal documents up to £1,500 in total.
- Stamps or coins forming part of a collection up to £1,000 in total.
- Gold, silver, gold and silver plated articles, jewellery and furs up to £7,000 in total, with the limit for any one item being £2,500 within the **home**.
- Domestic oil in fixed fuel oil tanks up to £750 in total.
- Pedal cycles up to £500 per pedal cycle (within the **home**).
- The sum insured under this section will automatically be increased by 10% for a 30 day period prior to and following 25th December, the wedding day and birthday of **you** or a member of **your** family, permanently resident at **your** home.
- Contents belonging to a member of your family who is away at university/college during term time but who are usually resident at **home**, up to the value of £2,500 in total (with the limit for any one item being £500). Cover excludes theft unless by forcible or violent entry.
- Business equipment up to £5,000 in total.

This definition does not include:

Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Endorsement

A change in the terms and conditions of this insurance.

Excess

The amount stated in the policy payable by **you** in the event of a claim.

Home

The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the **schedule**, which **you** are legally responsible for.

Money

- Current legal tender, postal and **money** orders.
 - Postage stamps not forming part of a stamp collection.
 - Savings stamps and savings certificates, travellers' cheques.
 - Premium bonds, luncheon vouchers and gift tokens.
- All held for private or domestic purposes.

This definition includes:	This definition does not include:
<p>Period of insurance The duration of this policy as shown in the schedule.</p> <p>Personal belongings Personal belongings are items that belong to you and are normally worn or carried on the person including:</p> <ul style="list-style-type: none"> • luggage • clothing • sports, musical, camping and photographic equipment • mobile phones (£250 limit per claim) • money and credit cards (£500 limit per claim) • portable computer equipment. 	<p>Personal belongings</p> <ul style="list-style-type: none"> • tools or instruments used or held for business, professional or trade purposes • valuables • contact or corneal lenses, hearing aids • pagers unless specified in the schedule • pedal cycles • any property insured under any other insurance.
<p>Sanitary ware Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.</p>	
<p>Schedule The schedule is part of this insurance contract and contains details of you, the premises, the sums insured, the period of insurance and the Sections of this insurance which apply.</p>	
<p>Standard construction The buildings which are constructed of brick or stone and with a tile or slate roof.</p>	
<p>United Kingdom England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.</p>	
<p>Unoccupied Where the buildings have not been lived in (by you or someone who has your permission to live in the buildings) for more than 60 consecutive days.</p>	
<p>Unfurnished Where the main buildings are not furnished enough for you to live in.</p>	
<p>Valuables Stamp, coin or medal collections, antiques, collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery and furs which belong to you or are your legal responsibility.</p>	
<p>We/us/our The insurer stated in the schedule.</p>	
<p>You/your/insured The person or persons named in the schedule and members of your family who permanently live in the home, including any resident domestic servant employed by you.</p>	

General conditions (applicable to the whole of this insurance).

You must comply with the following conditions (**your** duties) or **we** may, at **our** option, cancel the insurance or refuse to deal with **your** claim.

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or accident and keep the **buildings** in a good state of repair.
2. **You** must tell **us** immediately if **you**:
 - stop using the **home** as **your** permanent private residence
 - let the property
 - regularly leave the **home** unattended by day or by night
 - change any information given to **us** at the time of quotation.

When **we** receive this notice, **we** have the option to change the conditions of this insurance.

3. **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice, **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties, this insurance may become invalid.

Contracts (Right to Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this insurance but this does not effect any right or remedy of a third party which exists or is available apart from the act.

Cancellation

We or **Heath Lambert Insurance Services**, as our authorised agents, may cancel this insurance by giving **you** 10 days notice in writing, which **we** will send to the address shown in the **schedule**. A refund of premium will be made for the unexpired **period of insurance**.

Should **you** wish to cancel this insurance please contact **Heath Lambert Insurance Services** by

writing to: **GE Money Home Insure**, Norfolk House, 32-40 North Street, Horsham RH12 1RA or by telephoning **our** Customer Service Centre on 0845 0011 015. Any refund due will be calculated from the date **we** receive notice of cancellation on a pro-rata basis. Please note that no refund will be allowed if a claim has occurred in the **period of insurance**.

Instalments

- Where payment of premium is not made, any cover otherwise provided by this policy will be inoperative from the date the premium was due.
- Where a claim has been notified during the current **period of insurance**, **you** must continue with the instalment payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

General exclusions (applicable to the whole of this insurance).

This policy does not cover **you** for direct or indirect loss of, or damage to, any property, or any legal liability caused by, contributed to, or arising from the following.

Radioactive contamination and nuclear assemblies radioactive contamination from:

- Ionising radiation, contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel.
- The radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

War

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

Sonic bangs

Pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds.

Existing and deliberate damage

We will not pay for loss or damage:

- occurring outside of the **period of insurance**
- caused deliberately by **you** or any person lawfully in the **home**
- due to consequential loss of any kind or description.

Pollution exclusion

We will not pay for loss, damage or liability in respect of any kind of pollution and / or contamination other than:

- when caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**; and
- reported to **us** not later than 30 days from the end of the **period of insurance**.

In which case all such pollution and / or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

Confiscation

Loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Loss of value

Any reduction in market value of any property following its repair or reinstatement.

Biological and chemical contamination

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Or any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising therefrom biological or chemical contamination due to or arising from:

- Terrorism and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear,

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Electronic data

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Or any legal liability of whatsoever nature;

Directly or indirectly caused by or contributed to by or arising from

- Computer viruses, erasure or corruption of electronic data;
- The failure or any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

Claim conditions (applicable to the whole of this insurance).

You must comply with the following conditions (**your** duties) or **we** may, at **our** option cancel the insurance or refuse to deal with **your** claim.

Your duties

In the event of a claim or possible claim under this policy:

1. **You** must notify **us** as soon as reasonably possible, giving full details of what has happened.
2. **You** must provide **us** with details of what has happened within 30 days and provide any other information **we** may reasonably require.
3. **You** must pay for any estimates that **we** may require.
4. **You** must immediately forward to **us**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive, unanswered.
5. **You** must not admit liability, or offer or agree to settle any claim without **our** written permission.
6. **You** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.

How we deal with your claim

1. Defence of claims

We may:

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

3. Fraudulent claims

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect, or
- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance.

Then:

- **We** shall not pay the claim.
- **We** shall not pay any other claim which has been or will be made under the policy.
- **We** may, at **our** option declare the insurance void.
- **We** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date.
- **We** shall not make any return of premiums.
- **We** may inform the Police of the circumstances.

Section one: Buildings (your schedule will show you if this cover applies).

What is covered:

Loss or damage to **your buildings** during the **period of insurance** caused by the following insured events.

What is not covered:

The first £100 of every claim, unless otherwise stated in the **schedule** or below

<p>1. Fire, smoke, lightning, explosion or earthquake.</p> <p>2. Storm or flood.</p>	<ul style="list-style-type: none"> • Loss or damage caused by subsidence, heave or landslip. • Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges. • Damage caused by frost.
<p>3. Escape of water or oil from and frost damage to fixed water tanks, apparatus pipes or to fixed fuel oil tanks.</p>	<ul style="list-style-type: none"> • Loss or damage caused by subsidence, heave or landslip. • Loss or damage to fixed fuel oil tanks in the open and swimming pools or covers. • Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. • Loss or damage by faulty workmanship.
<p>4. Water freezing in any fixed domestic water or heating installation.</p>	<ul style="list-style-type: none"> • Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. • Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
<p>5. Theft or attempted theft.</p>	<ul style="list-style-type: none"> • Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. • Loss or damage while the home is lent, let or sublet unless the loss or damage follows violent and forcible entry. • Loss or damage caused by you or your guests.
<p>6. Collision or impact by any vehicle or animal, aircraft and other flying devices or items dropped from them.</p>	<ul style="list-style-type: none"> • Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. • Loss or damage caused by insects, birds, vermin or domestic pets.
<p>7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.</p>	<ul style="list-style-type: none"> • Loss or damage caused by you, your guests or tenants. • Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.

8. Subsidence or heave of the site upon which the **buildings** stand or landslip.

- Loss or damage to domestic fixed fuel oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the **home** are also affected at the same time by the same cause.
- Loss or damage to solid floors, unless the walls of the **home** are damaged at the same time by the same cause.
- Loss or damage arising from faulty design, specification, workmanship or materials.
- Loss or damage, for which compensation has been provided or would have been but for the existence of this insurance, under any contract or a guarantee or by law.
- The first £1,000 of every claim.
- Loss or damage caused by coastal or river erosion.
- Loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions.
- Loss or damage caused by normal settlement, shrinkage or expansion.

9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.

10. Falling trees, branches, telegraph poles or lamp-posts.

- Loss or damage caused by trees being cut down or cut back.
- Loss or damage to gates, hedges and fences.

This section also covers:

<p>a) The cost of accidental damage to:</p> <ul style="list-style-type: none">• fixed glass and double glazing (including the cost of replacing frames)• solar panels• sanitary ware• ceramic hobs <p>all forming part of the buildings.</p>	<ul style="list-style-type: none">• Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.
<p>b) The cost of accidental damage to:</p> <ul style="list-style-type: none">• domestic oil pipes• underground water-supply pipes• underground sewers, drains and septic tanks• underground gas pipes• underground cables <p>serving the home and which you are legally responsible for.</p>	<ul style="list-style-type: none">• Loss or damage due to wear and tear or gradually operating cause.
<p>c) If you have to move out of your home because of any loss or damage covered by an insured event, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none">• Rent you would have received if your home could have been lived in.• The cost of reasonable alternative accommodation for the time you cannot live in your home.• An amount equal to the rent which you pay while you are not living in your home. <p>We will only pay under this section for the period your home is unfit to live in.</p>	<ul style="list-style-type: none">• More than £12,500 in total.
<p>d) Expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none">• Architects', surveyors', consulting engineers' and legal fees.• The cost of removing debris and making safe the building.• Costs you have to pay in order to comply with any Government or local authority requirements. <p>Following loss or damage to the buildings under section one.</p>	<ul style="list-style-type: none">• Any expenses for preparing a claim or an estimate of loss or damage.• Any costs if Government or local authority requirements have been served on you before the loss or damage.
<p>e) Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event three of Section one: Buildings.</p>	<ul style="list-style-type: none">• More than £750 in any period of insurance. If you claim for such loss under sections one: Buildings and two: Contents, we will not pay more than £750 in total.
<p>f) Anyone buying the home will have the benefit of Section one: Buildings cover until the sale is completed or the insurance ends, whichever is sooner.</p>	<ul style="list-style-type: none">• If the buildings are insured under another insurance.
<p>g) The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the home if the keys are lost or stolen anywhere in the world.</p>	<ul style="list-style-type: none">• More than £500 in total.

Buildings liability (liability as the owner of your present home).

What is covered:

All amounts which **you** become legally liable to pay for accidents happening in and around **your home** during the **period of insurance**. **We** will provide this cover if the accidents result in:

- **Bodily injury** to any person other than **you** or a domestic employee.
- Loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

We will pay up to £2,000,000 for any one claim (or series of claims arising from the same incident). However, **we** will also pay any costs and expenses **we** have agreed in writing.

We will insure **your** liability under section three of the Defective Premises Act 1972 or section five of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in:

- **bodily injury** to any person, or
- loss or damage to property.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

We will pay up to £2,000,000 for any one claim or series of claims arising from the same incident. However, **we** will also pay any costs and expenses **we** have agreed in writing.

What is not covered:

You are not covered for liability arising:

- as the occupier of the **home**
- from any agreement or contract unless **you** would have been legally liable anyway
- from the ownership or occupation of any land or **buildings** other than the **home**
- where **you** are entitled to cover from another source
- from any trade or business activity
- from any communicable disease or condition
- from **you** owning or using any:
 - power-operated lift
 - mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use)
 - aircraft, hovercraft or watercraft (other than rowing boats or canoes)
 - caravan or trailer
 - dangerous dogs specified under the Dangerous Dogs Act 1991
- liability arising from:
 - the direct or indirect consequences of assault or alleged assault
 - any deliberate or wilful or malicious act.

You are not covered for liability arising from:

- an incident which happens over 7 years after this insurance ends or **your home** was sold
- any cause for which **you** are entitled to cover under another source, or
- the cost of correcting any fault or alleged fault.

Accidental damage to the buildings (the following applies only if the schedule shows that accidental damage to the buildings is included and the appropriate additional premium has been paid).

What is covered:

This extension covers **accidental damage** to the **buildings**.

We will only cover **accidental damage** to the **buildings** which **you** are legally responsible for.

What is not covered:

- The first £100 of every claim unless otherwise stated in the **schedule**.
- Damage or any proportion of damage which **we** specifically exclude elsewhere under section one: **Buildings**.
- The **buildings** moving, settling, shrinking, collapsing, or cracking.
- Damage while the **home** is being altered, repaired, cleaned, maintained or extended.
- Damage while the **home** is lent, let or sublet.
- The cost of general maintenance.
- Damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- Damage arising from faulty design, specification, workmanship or materials.
- Damage from mechanical or electrical faults or breakdown.
- Damage caused by dryness, dampness, extremes of temperature or exposure to light.
- Damage to swimming pools or covers, gates and fences and fuel tanks.
- Damage caused by domestic pets.
- Depreciation in value or consequential loss.

Settling claims (buildings).

How we deal with your claim

If **your** claim for loss or damage is covered under Section one: **Buildings, we** will pay the full cost of repair or replacement as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage, and
- the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form and the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear (from the cost of any replacement or repair) if immediately before the loss or damage the **buildings** were not in a good state of repair.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

The sum insured shall represent the full cost of rebuilding the **buildings** up to a maximum of £500,000.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the sum insured.

Index-linking

The premium will be reviewed annually and may be adjusted in line with the changes in the House Rebuilding Cost Index, produced by the Royal Institution of Chartered Surveyors, or in line with any other index that **we** decide.

If **you** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. But each time **your** insurance is renewed, **we** will calculate a new premium.

Section two: Contents (your schedule will show you if this cover applies).

What is covered:

Loss of or damage to **your contents** whilst in the **home** during the **period of insurance** caused by the following insured events:

1. Fire, smoke, lightning, explosion or earthquake.
2. Storm or flood.
3. Escape of water or oil from a domestic fixed oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation or plumbed in domestic appliance.
4. Water freezing in any fixed domestic water or heating installation.
5. Theft or attempted theft.
6. Collision or impact by any vehicle, animal, aircraft, other flying devices or items dropped from them.
7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.

What is not covered:

The first £100 of every claim, unless otherwise stated in the **schedule**.

- Any gradually operating cause.
- **Contents** in the open.
- Loss or damage due to wear and tear or any gradually operating cause.
- Loss or damage caused by faulty workmanship.
- Loss or damage if **your home** is **unoccupied** or **unfurnished** for more than 60 consecutive days.
- Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
- Loss or damage to the installation itself.
- Loss or damage caused by faulty workmanship.
- Loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry.
- More than £1,000 for theft or attempted theft from any domestic outbuilding or garage.
- Loss or damage caused by **you** or **your** guests or tenants.
- Loss or damage if **your home** is **unoccupied** or **unfurnished** for more than 60 consecutive days.
- Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage caused by insects, birds, vermin or domestic pets.
- Loss or damage if **your home** is **unoccupied** or **unfurnished** for more than 60 consecutive days.
- Loss or damage if **your home** is **unoccupied** or **unfurnished** for more than 60 consecutive days.
- Loss or damage caused by **you** or **your** guests or tenants.

What is covered:

8. Subsidence or heave of the site upon which the **buildings** stand or landslip.

9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and mast.

10. Falling trees, branches, telegraph poles or lamp-posts.

This section also covers:

a) **Accidental damage** to:

- televisions and satellite decoders
- audio and video equipment
- radios
- home computers and video cassette recorders situated within the **home**.

b) The **contents**, if these are not already insured elsewhere, whilst they are temporarily out of the **home** against loss or damage directly caused by:

(i) Events one to ten under Section two:

Contents while the contents are:

- in any occupied private dwelling
- in any buildings where **you** are living or working
- in any buildings for valuation, cleaning and repair
- in any furniture store
- in any bank or safe deposit.

(ii) Fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank, safe deposit or furniture store.

c) Loss or damage to **contents** belonging to visitors as a result of insured events one to ten.

What is not covered:

- Loss or damage arising from faulty design, specification, workmanship or materials.
- Loss or damage whilst the **home** is undergoing any structural repairs, alterations or extensions.
- Loss or damage by coastal or river bank erosion.

• Loss or damage caused by trees being cut down or cut back, within the boundary of the **buildings**.

- Loss or damage caused by domestic pets.
- Loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling.
- Loss or damage to tapes, records, cassettes, discs or computer software.
- Mechanical or electrical faults or breakdown.
- Loss or damage to video cameras or camcorders.

- **Contents** outside the **United Kingdom**.
- **Money** or **credit cards**.
- More than £500 for **contents** in a furniture store.

- More than £250 any one visitor.
- Loss or damage to **contents** which are covered by other insurance or belonging to a paying guest or lodger.

What is covered:	What is not covered:
<p>d) If you have to move out of your home because of any loss or damage covered by an insured event, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • Rent you would have received if your home could have been lived in. • The cost of reasonable alternative accommodation for the time you cannot live in your home. • An amount equal to the rent which you pay while you are not living in your home. <p>We will only pay under this section for the period your home is unfit to live in.</p>	<ul style="list-style-type: none"> • More than £12,500 in total.
<p>e) Fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for a maximum amount of £5,000 for each insured person.</p>	
<p>f) Costs you have to pay for replacing locks to safes, alarms and outside doors to the home following theft or loss of your keys.</p>	<ul style="list-style-type: none"> • More than £500 in total.
<p>g) Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event three of Section two: Contents.</p>	<ul style="list-style-type: none"> • More than £750 in any period of insurance. If you claim for such loss under Sections one: Buildings and two: Contents, we will not pay more than £750 in total.
<p>h) We will pay an amount not exceeding £10 per day to you or any member of your household in respect of loss of irrecoverable earnings and additional expenses arising from service as a Juror.</p>	<ul style="list-style-type: none"> • More than £1,000 in total.
<p>i) We will pay up to 15% of the sum insured for contents that you become legally liable to pay under a tenancy agreement for:</p> <ul style="list-style-type: none"> • Loss or damage caused by events one-ten of Section two: Contents and events a) and b) of Section one: Buildings. • Accidental damage and breakage as under buildings cover. <p>We will only provide this cover if the loss or damage occurs during the period of insurance.</p> <p>If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.</p>	

What is covered:

j) Breakage of mirrors, glass or ceramic tops to furniture and fixed glass in furniture.

k) **We** will pay costs **you** have to pay for finding the source of any escape of water or oil from any fixed domestic heating installation.

l) The cost of replacing information **you** have bought and stored on **your** home entertainment equipment and that is lost or damaged by events one to ten of Section two: **Contents**.

What is not covered:

- Loss or damage if **your home** is **unoccupied** or **unfurnished** for more than 60 consecutive days.

- More than £750 in total.

- The costs of remaking a file, tape or disk.
- The cost of rewriting the information contained on **your** home entertainment equipment.
- More than £500 in any one **period of insurance**.
- The cost of any information stored for business use.

Contents liability (this section applies only if the contents are insured under Section two).

What is covered:

Personal liability

We will pay for all amounts which **you** become legally liable to pay for accidents not connected with **you** owning or living in **your home** which result in:

- **bodily injury** to any person other than **you** or a domestic employee;
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance**.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this Section.

We will pay up to £2,000,000 for any claim or series of claims resulting from one incident. **We** will also pay any costs and expenses **we** have agreed in writing.

Liability as occupier of your home

We will pay **you** (as occupier and not owner of **your home**), for all amounts which **you** become legally liable to pay for incidents happening in and around **your home** which result in:

- **bodily injury** to any person other than **you** or a domestic employee,
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will provide this cover for incidents which occur during the **period of insurance**.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this Section.

We will pay up to £2,000,000 for any claim or series of claims resulting from one incident. **We** will also pay any costs and expenses **we** have agreed in writing.

What is not covered:

Liability arising

- As owner of the **home**
- From any agreement or contract unless **you** would have been legally liable anyway
- During visits to Canada or the United States of America which are for more than 60 days in any one **period of insurance**
- From the ownership or occupation of any land or buildings other than the **home**
- Where **you** are entitled to cover from another source
- From any trade or business activity
- From **you** owning or using any:
 - power-operated lift
 - mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use)
 - aircraft, hovercraft or watercraft (other than rowing boats or canoes)
 - caravans or trailers
 - animals other than **your** pets,
 - dangerous dogs specified under the Dangerous Dogs Act 1991.
- From loss or damage while the **home** is **unfurnished** or **unoccupied**
- From the transmission of any communicable disease or virus by **you** or any member of **your** family
- From firearms (except shotguns used for sporting purposes)
- For **bodily injury** to a member of **your** family or any person usually living in the **home** or to a person under a contract of service or apprenticeship to **you** or **your** family.

What is covered:

Unpaid damages

We will pay **you** all amounts **you** have been awarded in courts within the **United Kingdom** and which have not been paid to **you** within three months of the date of the award. We will only provide this cover if:

- There is not going to be an appeal.
- The incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**.
- **You** would have been entitled to a payment under the personal liability part of Section two: **Contents** if the award had been made against **you** rather than to **you**.
- The person who owes the award does not live with **you**.

We may take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

We will pay up to £250,000 for any claim or series of claims during the **period of insurance**. We will also pay any costs and expenses **we** have agreed in writing.

What is not covered:

- Damage to property owned by or held in trust or in the custody or control of **you** or **your** family or any person usually living in the **home**.
- The direct or indirect consequences of assault or alleged assault.
- Any deliberate, wilful or malicious act.

Accidents to domestic employees (this section applies only if the contents are insured under Section two).

What is covered:

Amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for accidental **bodily injury** to domestic employees happening during the **period of insurance** in connection with incidents arising at the risk address.

Limit of insurance

We will not pay more than £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that **we** have agreed in writing.

What is not covered:

Bodily injury (arising directly or indirectly)

- from any motor vehicle in Canada or the United States of America
- from any vehicle used for racing, pacemaking or speed testing
- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 60 days in the **period of insurance**.

Accidental damage to contents (the following applies only if the schedule shows that accidental damage to contents is included and the appropriate additional premium has been paid).

What is covered:

Accidental damage to the **contents** within the **home**.

What is not covered:

The first £100 of every claim unless otherwise stated in the **schedule**.

- Damage or any proportion of damage which **we** specifically exclude elsewhere under Section two: **Contents**.
- Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- More than £1,000 in total for porcelain, china, glass and other brittle articles.
- **Money, credit cards**, documents or stamps.
- Damage to contact, corneal or micro corneal lenses.
- Damage while the **home** is lent, let or sub-let.
- Damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- Damage arising out of faulty design, specification, workmanship or materials.
- Damage from mechanical or electrical faults or breakdown.
- Damage caused by dryness, dampness, extremes of temperature and exposure to light.
- Damage caused by domestic pets.
- Depreciation in value or consequential loss.

Settling claims (contents).

How we deal with your claim

If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under Section two: **Contents**.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new and **you** have paid for or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes
- camping equipment
- household linen
- pedal cycles

where **we** will take off an amount for wear and tear.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

The most **we** will pay under Section two: **Contents** is the sum insured shown on the **schedule** of contents, adjusted in line with index-linking.

Underinsurance

If the cost of repairing or replacing the **contents** is more than the sum insured at the time of any loss or damage, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of repairing or replacing **your contents**, **we** will only pay one-third of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the sum insured.

Index-linking

The sum insured will be index-linked. This means that the sum insured will be adjusted in line with the changes in the Government Consumer Durables Index or in line with any other index that **we** decide. If **you** make a claim, index-linking will continue during the period when the repair is being carried out as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. Each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Section three: Valuables and personal belongings

(this section applies only if the contents are insured under Section two).

What is covered:

Accidental loss, damage or theft of the property stated below occurring during the **period of insurance** when in the **United Kingdom**, or elsewhere in the world during a temporary visit not exceeding 60 days in any one **period of insurance**.

- **Specified items**

We will pay the cost of replacing or repairing loss or damage to any item specified in the **schedule**.

- **Unspecified valuables, clothing and personal belongings**

We will pay the cost of replacing or repairing **your valuables**, clothing and **personal belongings** up to the sum insured in the **schedule**.

- **Sports and camping equipment**

We will pay the cost of replacing or repairing **your** sports and camping equipment up to the sum insured in the **schedule**.

What is not covered:

The first £100 of every claim unless otherwise stated in the **schedule**.

- **We** will not pay **you** more than the sum insured for that item as shown in the **schedule**.
- Damage caused by moth, vermin, rot, wear and tear or any gradually operating cause.
- Damage from electrical or mechanical faults or breakdown.
- More than £1,500 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule**.
- Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- Damage to guns caused by rusting or bursting of barrels.
- Breakage of any sports equipment whilst in use.
- Any loss of or damage to contact, corneal or micro corneal lenses.
- Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
- More than £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.
- More than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.
- Loss or damage caused by domestic pets.
- Faulty workmanship.
- Riot or civil commotion outside the **United Kingdom**.
- Depreciation in value or consequential loss.
- Pedal cycles.
- More than £250 per claim for loss or damage to mobile phone in total.

Settling claims (valuables and personal belongings).

How we deal with your claim

We will, at **our** option, repair, replace or pay for any article lost or damaged except for:

- clothing.
- household linen.
- camping equipment.

where **we** will take off an amount for wear and tear.

What is not covered:

- the cost of replacing any undamaged article forming part of a pair or set of articles.

Your sum insured

The most **we** will pay under Section three: **Valuables and personal belongings** is 10% of the **contents** sum insured unless otherwise stated in the **schedule**.

The most **we** will pay for any one item under Section three: **Valuables and personal belongings** is £1500 unless otherwise stated in the **schedule**.

Underinsurance

If the cost of repairing or replacing the **valuables and personal belongings** is more than the sum insured at the time of loss or damage, then **you** will have to pay a share of the claim. For example, if your sum insured only covers one-third of the cost of repairing or replacing your **valuables and personal belongings** **we** will only pay one-third of the claim.

Section four: Freezer cover (this section applies only if the contents are insured under section two).

What is covered:

The cost of replacing **your** food in **your** refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the **period of insurance**.

What is not covered:

The first £100 of every claim unless otherwise stated in the **schedule**.

- loss or damage caused by any electricity or gas company deliberately cutting off or restricting **your** supply.
- loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- loss or damage caused where **you** have not complied with the operating instructions set out in the manufacturers hand book.
- loss or damage unless notification is made within 48 hours of discovery by **you** to Heath Lambert Insurance Services.

Section five: Money and credit cards (this section applies only if the contents are insured under Section two).

What is covered:

- theft or accidental loss of **money**.
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**.

Provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the card issuing company and the police.

What is not covered:

The first £100 of every claim, unless otherwise stated in the **schedule**.

- any shortages due to error or omission.
- loss of value.
- more than £500 in total in respect of **money** and **credit cards**.
- loss where conditions under which **your credit card(s)** were issued to **you** have been breached.

Section six: Pedal cycles (your schedule will show you if this cover applies and where the appropriate additional premium has been paid).

What is covered:

This insurance extends to cover the cost of repairing or replacing **your** pedal cycle(s) (as shown in the **schedule**) following:

- theft or attempted theft
- accidental loss or damage anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

What is not covered:

The first £100 of every claim, unless otherwise stated in the **schedule**.

- Loss or damage to tyres, lamps, accessories unless the cycle is stolen or damaged at the same time.
- Loss or damage due to wear and tear or any gradually operating cause.
- Damage from mechanical or electrical faults or breakdown.
- Loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- Replacing a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- Any amount exceeding the sum insured stated on the **schedule**.
- Theft by fraudulent means.

Endorsements (the following endorsements only apply if they are shown in your schedule).

1. Subsidence, heave or landslip exclusion clause

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in event eight of Section one: **Buildings** and Section two: **Contents** is not covered by this insurance.

2. Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **home**.

3. Flood exclusion clause

Section one: **Buildings** and Section two: **Contents** of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in event three of Section one: **Buildings** and Section two: **Contents**.

4. Hotel/motel (jewellery) clause

This insurance does not cover loss of or damage to jewellery whilst on the premises of hotels or motels unless it is being worn by **you**, or is contained in a locked safe or vault.

5. Non-standard construction clause

It is agreed that the private dwelling of the **home** is not of **standard construction**.

6. Musical instruments clause

This insurance provides cover against loss or damage to the musical instruments specified in the **schedule**, but does not cover:

- a) loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching or denting,
- b) any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes,
- c) breakage of strings, reeds or drum heads
- d) any loss or damage caused by cleaning or repairing or atmospheric conditions.

7. Theft limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of forcible and violent entry.

8. Protections warranty

It is warranted that the **home** must have the following security installed within 30 days of the start of the **period of insurance** shown in the **schedule**:

Five lever mortice deadlocks or locks conforming to BS 3621 on all final exit doors and key operated security devices on all ground floor and accessible windows and or existing locks plus key operated security devices at the top and bottom on all final exit doors or key operated patio door locks mounted internally on the centre rail for sliding patio doors **and** key operated security devices on all ground floor and accessible windows.

9. Stamp collections

For claims under Section two: **Contents** or Section three: **Valuables and personal belongings** for stamp collections, **we** will pay 75% of the Stanley Gibbons catalogue price at the time of the loss or damage. Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause.

10. Protection for windows

Not applicable.

11. Coin collections

For claims under Section two: **Contents** or Section three: **Valuables and personal belongings** for coin collections, **we** will pay 75% of the Spinks & Son catalogue price at the time of the loss or damage.

12. Alarm

- The intruder alarm, which **we** have details of must be used overnight and when no authorised person is in the **buildings**.
- The alarm must be maintained in full working order under a contract with the installer or as otherwise approved by **us**.
- Any fault brought to **your** notice must be corrected immediately. Theft cover will not be affected by any fault in the intruder alarm which is due to circumstances beyond **your** control.
- **You** must not alter the intruder alarm systems without telling **us**.
- **You** must immediately tell the intruder alarm installer and **us** if the Police withdraw response to alarm calls.

13. Matching furniture

Not applicable.

14. Buildings used partly for business, profession or trade purposes

The **buildings** will include those areas which have been declared to **us** as being used in connection with **your** business, profession or trade.

15. Contact lenses

We will cover contact lenses under Section three: **Valuables and personal belongings** but not while **you** are swimming or involved in any other water sports, or in water.

16. Work being carried out on property

We will not cover loss, damage or liability arising from property which is being worked upon.

17. Exclusion of theft

We will not provide any cover for theft or attempted theft.

18. Fire extinguisher condition

At least two fire extinguishers must be installed in the **buildings**, one of which must be situated in the kitchen.

19. Water leaks

We will not pay for any loss or damage arising as a result of water leaking through flat asphalt roofs, unless the loss or damage is caused by an insured event.

20. Hearing aids

Section three: **Valuables and personal belongings** has been extended to include loss or damage to hearing aids.

But **we** will not cover:

- losses while **you** are swimming or involved in any other water sports;
- losses while **you** are in water.

21. Thatched property condition

The following conditions apply to this insurance.

- All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and be professionally cleaned once a year before October.
- Any old thatch must be burnt more than 100 metres from the **home**.
- No naked flames or tools which produce naked flames must be present in the attic or loft space at any time.
- At least two fire extinguishers must be installed in the main **buildings**, one of which must be in the kitchen.

- The electricity supply system must be inspected and tested at least once every three years by a contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC). Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers.
- The thatched roof of the insured property must be inspected by a thatcher or builder at least once every eight years (or five years if it is a straw roof) and any necessary repairs must be carried out immediately.

22. Settings warranty

We will not provide any cover under Section three: **Valuables and personal belongings** for loss or damage to stones or repairs to settings of any items of jewellery which have a value more than £2,500, unless the jewellery has been examined at least once every two years by a competent jeweller. We need written confirmation from the jeweller that all settings are in good order.

23. Pagets

Section three: **Valuables and personal belongings** is extended to cover pagets.

24. Security excess clause

Not applicable.

25. Paying guests

Section one: **Buildings** and Section two: **Contents** are extended to cover **you** for legal liability to paying guests. This includes any claims that may be made against **you** during the **period of insurance**, for accidental **bodily injury** or accidental loss or damage to property, which arises out of **you** providing accommodation to paying guests.

We will cover **you** for claims made against **you** by paying guests, as follows:

- £500,000 for any one accident or series of accidents arising out of one event.
- £500,000 in total for all accidents occurring during any one **period of insurance**.

We will also pay any costs and expenses we have agreed to in writing.

26. Contents whilst at university/college

Section two: **Contents** is extended to cover **contents** up to the value of £2,500 in total (with the limit for any one item being £500) belonging to a member of **your** family who is away at university/college during term time but who are usually resident at **home**.

Theft is not covered unless by forcible or violent entry.

27. Unoccupancy clause

It is warranted that whilst the **home** is **unoccupied** the following will apply:

- All gas, electricity and water is switched off at the mains and the water system drained unless the central heating is left in full operation 24 hours daily whilst the premises remain **unoccupied**.
- The **home** must be inspected at least once every seven days by a responsible adult.
- The **contents** are restricted to household goods, furniture and furnishings and appliances.
- You** will be responsible for the first £250 of every claim.

28. Let property clause

It is warranted that whilst the risk address is to be let, the following conditions will apply:

- Tenancy agreements for six months and over must be in force at all along with suitable references, but exclude lets to DSS and students.
- A further £100 **excess** applies in addition to any other standard policy **excesses**.
- Accidental damage** cover is not available.
- Clause 27 will apply automatically once the **home** has been **unoccupied** for more than 24 hours.
- Personal liability as described in section two is restricted to amounts **you** became legally liable to pay as owner only and not as occupier of the **home**.

29. Computer systems records exclusion clause

This insurance does not cover loss of or damage to computer systems records.

30. Deletion of accidental damage (buildings)

Cover under Section one: **Buildings accidental damage** and breakage is deleted.

31. Protection maintenance clause

It is a condition precedent to **our** liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.

32. Automobile and vehicle clause (1)

This insurance does not cover theft or disappearance of jewellery or furs from road vehicles of every description owned by **you** or under **your** control or the control of **your** servants or agents or representatives whilst such vehicles are unattended.

33. Tools clause

Section three: **Valuables and personal belongings** of this insurance extends to provide cover on tools but does not cover:

- losses from motor vehicles unless said vehicle is stolen at the same time,
- theft from **your** garage/premises unless following forcible and violent entry,
- breakage whilst in use.
- any single article in excess of £250.

Territorial limits - **United Kingdom**.

34. Mortgagee's interest clause

It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **buildings** hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.

35. Brittle articles deletion clause

In consideration of the additional premium paid, it is agreed that, under what is not covered Section two: **Contents accidental damage to contents** - more than £1,000 in total for porcelain, china, glass and other brittle articles is deleted in respect of specified items under section three: **valuables and personal belongings**. It is warranted that all such items are kept within a locked cabinet and dusted only by **you**.

36. Carpets clause

This insurance does not cover staining to carpets and rugs from any cause other than staining resulting from escape of water from water tanks, apparatus and pipes, storm, flood or staining due to water damage following fire.

37. Limitation to cover clause

Under Sections one: **Buildings** and two: **Contents** cover is limited to fire, lightning, explosion, aircraft, impact and personal liability in respect of the premises as stated in the **schedule**.

38. Business use clause

In consideration of the additional premium paid it is hereby agreed that, under what is not covered in Section one: **Buildings liability** and Section two: **Contents liability** cover, liability arising from any trade or business activity is extended to include **your** legal liability, as defined therein, arising out of the use of the **home** named in the **schedule**, provided always that liability arising out of advice given or services rendered in respect of **your** profession, occupation or business is not covered.

39. Unoccupied property up for sale (furnished properties)

Standard cover (excluding **accidental damage**) is available, subject to:

- the **home** being made secure and visited every seven days.
- theft cover is restricted to forcible and violent entry.
- when the property is **unoccupied**:
 - **we** will not cover loss or damage by escape of water.
 - an **excess** of £250 applies for all claims caused by storm, flood, theft and malicious damage.
 - **we** will not cover gold, silver, gold and silver plate articles, jewellery and furs.
 - **valuables and personal belongings** cover under section three excludes cover theft from the **home**.

40. Unoccupied property up for sale (unfurnished properties)

Provided that the premises are made secure and visited every seven days, the following perils only apply.

- fire, lightning, explosion, earthquake, aircraft and personal liability.

41. Holiday homes used for short term lets

The following terms apply for holiday homes on short term lets provided that **we** are offered the insurance of the main **home** during the first year. Properties must also be inspected internally at least every 30 days.

Standard cover (excluding **accidental damage**) subject to:

- an **excess** of £200 on every claim in addition to any policy **excess**.
- theft cover restricted to forcible and violent entry.
- when the property is **unoccupied** between lets:
 - **we** will not cover loss or damage by escape of water.
 - we will not cover gold, silver, gold and silver plate articles, jewellery and furs.
 - **Valuables and personal belongings** cover under section three excludes theft from the **home**.
- personal liability as described in section two is restricted to amounts **you** became legally liable to pay as owner only and not as occupier of the **home**.

42. Holiday homes used for family use

Standard cover (excluding **accidental damage**) subject to:

- when the property is **unoccupied**:
 - **We** will not cover loss or damage by escape of water.
 - An **excess** of £250 applies for all claims caused by storm, flood, theft and malicious damage.
 - **We** will not cover gold, silver, gold and silver plate articles, jewellery and furs
 - **Valuables and personal belongings** cover under section three excludes theft cover from the **home**.
- Personal liability as described in section two is restricted to amounts **you** became legally liable to pay as owner only and not as occupier of the **home**.

43. Flat roof storm damage excess

In respect of Section one: **Buildings**, event two storm or flood - under what is not covered, the following is added:

- the first £250 of every claim for loss or damage to flat roofed areas of the **buildings**.
- flat roofed areas which have not been recovered within the last 12 years.
- this extension does not cover properties let to unemployed persons receiving benefit from DSS or properties let to and/or sub let by local authorities.

44. Unoccupancy clause (holiday homes)

In the event of the **home** specified herein being left **unoccupied** but furnished for a period exceeding two consecutive days, cover shall be restricted as follows:-

- a) During the months of November to March inclusive, **we** will not cover loss or damage caused by the escape of water from fixed water tanks and/or pipes unless the water mains have been turned off and all cisterns, radiators, boilers and other enclosed vessels containing water have been drained to the fullest extent possible, so far as is permitted by the competent authorities.

Note: It is strongly recommended that:

- a builder or plumber should be consulted to give full effect to the precautions stated in paragraph a) above
- the gas, electric light and power mains must be turned off.

- b) Loss or damage caused by theft or any attempted theft will not be covered.
- c) The **home** is to be visited at least every seven days by a relative, neighbour or authorised person, and any repairs must be carried out immediately.

Excluding

- a) The first £250 of every claim other than in respect of fire, lightning, explosion, aircraft and personal liability.
- b) All jewellery, furs, gold, silver, gold and silver plated articles, coins, medal and stamp collections, precious metals, **money**.

45. Increased flood excess

Section two: **Contents** cover is subject to an **excess** of £250 for every claim in respect of flood.

46. Safe warranty

This insurance does not cover theft in respect of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

47. Storm excess

You must pay the first £250 of every claim for loss or damage as a result of storm.

48. Amended subsidence/heave and landslip excess

You must pay the first £2,500 of every claim under peril eight of section one: **Buildings** and section two: **Contents** (subsidence or heave of the site upon which the **buildings** stand or landslip).

49. Jewellery clause

This insurance does not cover theft or disappearance of jewellery unless the jewellery is:

- being worn or
- deposited in a bank or locked safe or hotel/motel safe or
- carried by hand or is under **your** personal supervision.

50. Combined buildings and contents discount

In consideration of the **insured** named in the **schedule** insuring both the **buildings** and **contents** on a combined policy, the premium is discounted as shown on the **schedule**.

51. Age discount

In consideration of the **insured** named in the **schedule** being aged over 31, the premium is discounted as shown in the **schedule**.

52. No claims discount

In consideration of the **insured** named in the **schedule** not having suffered any losses in the previous 12 months, the premium is discounted as shown on the **schedule**.

53. Contractors exclusion clause

The insurance excludes loss, damage or liability arising out of the activities of contractors.

54. Climatic condition clause

The insurance does not cover:

- a) loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy and
- b) if musical instruments are insured hereunder, breakage of strings, reeds or drum heads from any cause.

55. Deletion of pairs and set clause

It is understood and agreed that in the event of loss of a part of a pair or set, **we** will bear the cost of replacement, even though such cost be more than the proportionate part of the pair or set, up to the amount insured in respect of the item.

56. Heating warranty

It is warranted the water system are turned off and drained between 1 November and 31 March annually or that the central heating system is maintained at a minimum temperature of 65 degrees fahrenheit.

57. Notice clause

Prior notice to be given to **us** of any change in occupation of the said **buildings** (i.e properties that become **unoccupied**), and/or if any vacant **buildings** become occupied and a suitable extra premium paid, if required.

58. One year claim free discount

In consideration of the **insured** named in the **schedule** not having suffered any losses in the year prior to inception of this policy, the premium is discounted as shown in the **schedule**.

59. Two years no claim discount

In consideration of the **insured** named in the **schedule** not having suffered any losses in the last two years prior to inception of this policy, the premium is discounted as shown in the **schedule**.

60. Three years claim free discount

In consideration of the **insured** named in the **schedule** not having suffered any losses in the last three years prior to inception of this policy, the premium is discounted as shown in the **schedule**.

61. Contents sum insured discount

In consideration of the combined sum insured for general **contents**, pictures, gold, silver and plated items specified in the **schedule** exceeding a certain limit, the premium is discounted as shown on the **schedule**.

62. Buildings sum insured discount

In consideration of the sum insured for the **buildings** specified in the **schedule** exceeding a certain limit, the premium is discounted as shown on the **schedule**.

63. Additional voluntary excess

We shall not be liable to pay the first amount (as shown in the **schedule**) of any claim(s) arising out of the event in respect of which indemnity is provided under Section one: **Buildings** and/or Section two: **Contents**. The **excess** for peril eight (subsidence, landslip or heave) remains as per the **schedule** of insurance.

64. Alarm installation warranty one

It is warranted that a NACOSS approved alarm be installed to the **home** within 30 days of the inception of the policy.

65. Alarm installation warranty two

It is warranted that a NACOSS approved Central Station alarm be installed to the **home** within 30 days of the inception of the policy.

66. High value cycle endorsement:

We will not pay for the theft of pedal cycles with a value of more than £750 unless at the time of theft:

- the pedal cycle was in the **home** and
 - a) all the protections for the **home** were in full effective operation, and
 - b) if in the garage, shed or outbuilding, that the pedal cycle was securely chained to the building structure.
- the pedal cycle was away from the **home** and kept securely chained in a locked garage, private dwelling of **standard construction** or to an immovable object by the rear wheel.

67. Child minders clause (contents section)

It is hereby noted and agreed that whilst the **home** is used as a nursery, supervising infants within **your** care, this insurance will not cover **accidental damage** and **we** will not pay for any

theft/loss unless following forcible and violent entry or exit. It is further noted and agreed that in respect of **your** activities as a child minder, that liability cover as defined in sections one and two is specifically excluded.

68. Flats clause

The sum insured under Section one: **Buildings** represents the value of that portion of the **buildings** owned by **you** (including external walls, roof and foundations and such common parts of the **buildings** for which **you** are legally responsible). In the event of a loss resulting from an insured peril to any part of the premises not occupied by you but for which **you** are legally responsible, **we** will only pay such portion of that loss as the sum insured bears to the reinstatement value of the **buildings**.

69. Buildings additional £100 excess

Section one: **Buildings** cover is subject to an additional £100 **excess** each and every claim.

70. Buildings additional £100 excess

Section one: **Buildings** cover is subject to an additional £100 **excess** each and every claim.

71. Contents additional £100 excess

Section two: **Contents** cover is subject to an additional £100 **excess** each and every claim.

72. Contents additional £100 excess

Section two: **Contents** cover is subject to an additional £100 **excess** each and every claim.

73. Increased excess clause

Cover is subject to a £250 **excess** each and every claim.

74. Tenancy agreement - three months minimum period

It is warranted that a tenancy agreement of at least three months be in force.

75. Tenancy agreement - six months minimum period

It is warranted that a tenancy agreement of at least six months be in force

76. Accidental damage to buildings £25 additional excess

Section one: **Accidental damage** to the **buildings** cover is subject to an additional £25 **excess** each and every claim. The applicable **excess** relating to all other section one perils remains unaltered by this **endorsement**.

77. Accidental damage to contents £25 additional excess

Section two: **Accidental damage** to the **contents** cover is subject to an additional £25 **excess** each and every claim. The applicable **excess** relating to all other Section two: perils remains unaltered by this **endorsement**.

78. Buildings in the course of erection

The following amendments apply whilst the **home** named in the **schedule** is in the course of erection. The amendments apply until such time as the building work is complete.

Claims settlement – applicable to the buildings section of your policy

The basis of claims settlement is amended to read as follows:

We will pay the full cost of repair as long as:

- the sum insured is enough to pay for full cost of rebuilding the **buildings** once the building work is complete and
- the damage has been repaired or loss has been reinstated.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area to a specific part.

We will not reduce the sum insured under the **buildings** section after we have paid a claim as long as **you** agree to carry out our recommendations to prevent further loss or damage.

We will not pay more than the sum insured for each premises shown in the **schedule**.

Definition of buildings

The definition of **buildings** is extended to include:

- temporary erections, plant, equipment, tools and materials at the premises for which **you** are legally responsible. This extension excludes any such item not connected with the work being carried out at the **home**.

The following conditions apply whilst the home named in the schedule is in the course of erection. These conditions apply until such time as the building work is complete:

1. This insurance does not cover loss, damage or liability arising out of the activities of contractors.
2. This insurance covers loss or damage caused by fire, lightning, explosion, aircraft and earthquake.
3. **You** must pay for the first £200 of each and every claim in addition to the amount(s) stated in the policy document.
4. It is warranted that the **home** is inspected internally by someone acting for the **insured** every two weeks.

79. Onus of proof

In the event of any loss or damage to specified items under Section three: **Valuables and personal belongings**, where valuations have not been seen and agreed by **us**, the onus of proof of values rest with **you**.

80. Four years no claim discount

In consideration of the insured named in the **schedule** not having suffered any losses in the last four years prior to the inception of this policy, the premium is discounted as shown in the **schedule**.

81. Age Discount

In consideration of the insured named in the **schedule** being aged over 45, the premium is discounted as shown in the **schedule**.

82. Approved locks discount

In consideration of the insureds premises named in the **schedule** being protected by approved locks to both doors and accessible windows the premium is discounted as shown in the **schedule**.

It is a condition precedent to the liability of the insurer in respect of theft that:

- All protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance.
- All protections are used at all times when the premises are left unattended.
- Such protection shall not be withdrawn or varied without our consent.

83. Approved locks and alarm discount

In consideration of the insureds premises named in the **schedule** being protected by a burglar alarm, in addition to approved locks to both doors and accessible windows, the premium is discounted as shown in the **schedule**.

It is a condition precedent to the liability of the insurer in respect of theft that:

- all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance, with the burglar alarm system being under a maintenance contract with the installing company.
- all protections including the burglar alarm system to be used at all times when the premises are left unattended.
- such protection shall not be withdrawn or varied without **our** consent.

84. First time buyer discount

In consideration of the **insured** named in the **schedule** being a first time buyer the section one and/or section two premium has been discounted for an initial 12 month period only.

85. Let property endorsement (to professionals)

It is noted that the **home** is let and that the following amendments apply to the policy coverage:

a) **We** will not pay for:

- Property in the open.
- **Money or credit cards** and negotiable documents.
- Gold, silver, gold and silver plated articles, jewellery, furs and all portable electrical items.
- Property of tenants.
- The first £250 of each and every claim (other than subsidence where a £1,000 **excess** applies).
- Deliberate loss or damage caused by any persons lawfully in the **home**.
- Clothing.

b) **Your** duties:

- The inside of the **home** must be checked by **you** or **your** authorised representative at least once every 90 days.
- **You** must comply with any local authority regulations or statutory conditions regarding the letting of the property.
- All gas appliances fitted at the **home** must be serviced by a CORGI registered individual within 15 days of the start of this insurance or not more than 12 months from the date they were last serviced, whichever is the sooner.
- A shorthold tenancy agreement of six months or over must be in force at all times along with suitable references.

If you fail to comply with your duties this may result in this insurance becoming invalid.

c) Break in tenancy/unoccupancy:

Immediately there is a break in the tenancy agreement or the **home** is left without an occupant for more than seven consecutive days (whichever is the sooner) **we** will not pay for loss or damage caused by:

- escape of water from and frost damage to fixed water tanks, apparatus or pipes between 1 November and 31 March (both days inclusive) unless:
 - a) the water supply be switched off at the mains and the entire water system and central heating system be drained of all water.

or

- b) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees celsius/50 degrees fahrenheit. Where fitted the loft hatch door is left open.

Note: Before **we** pay a claim following loss or damage resulting from escape of water and frost damage to fixed water tanks, apparatus or pipes **we** may at our option ask **you** to provide any bills for utilities being supplied to the **home** at the time of such loss.

- any person taking part in a riot, violent disorder, strike, labour disturbance and commotion or acting maliciously.
- theft or attempted theft.

d) section two - legal liability to the public:

It is noted and agreed that all cover under Section two for personal liability, liability as occupier and unpaid damages is deleted from this insurance.

86. Let property endorsement (to students)

It is noted that the **home** is let to students and that the following amendments apply to the policy coverage:

a) **We** will not pay for:

- Property in the open.
- **Money or credit cards** and negotiable documents.
- Gold, silver, gold and silver plated articles, jewellery, furs and all portable electrical items.
- Property of tenants.
- The first £250 of each and every claim (other than subsidence where a £1,000 **excess** applies).
- Deliberate loss or damage caused by any persons lawfully in the **home**.
- Clothing.
- Accidental damage to fixed glass and double glazing, solar panels, **sanitary ware** or ceramic hobs.

b) Your duties:

- The inside of the **home** must be checked by **you** or **your** authorised representative at least once every 30 days.
- **You** must comply with any local authority regulations or statutory conditions regarding the letting of the property.
- All gas appliances fitted at the **home** must be serviced by a CORGI registered individual within 15 days of the start of this insurance or not more than 12 months from the date they were last serviced, whichever is the sooner.
- A shorthold tenancy agreement of six months or over must be in force at all time along with suitable references.
- No cooking is to be allowed in bedrooms, other than tea and coffee making facilities.
- No portable heaters are to be used in bedrooms, other than electric powered fan or convector heaters.

If you fail to comply with your duties this may result in this insurance becoming invalid.

c) Break in tenancy/unoccupancy:

Immediately there is a break in the tenancy agreement or the **home** is left without an occupant for more than seven consecutive days (whichever is the sooner) we will not pay for loss or damage caused by:

- escape of water from and frost damage to fixed water tanks, apparatus or pipes between 1 November and 31 March (both days inclusive) unless:

a) the water supply be switched off at the mains and the entire water system and central heating system be drained of all water.

or

b) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees celsius/50 degrees fahrenheit. Where fitted the loft hatch door is left open.

Note: Before **we** pay a claim following loss or damage resulting from escape of water and frost damage to fixed water tanks, apparatus or pipes **we** may at our option ask **you** to provide any bills for utilities being supplied to the **home** at the time of such loss.

- Any person taking part in a riot, violent disorder, strike, labour disturbance and commotion or acting maliciously.
- Theft or attempted theft.

d) Section two - legal liability to the public:

It is noted and agreed that all cover under section two for personal liability, liability as occupier and unpaid damages is deleted from this insurance.

Legal expenses (the following applies only if the schedule shows that legal expenses is included and the appropriate additional premium has been paid).

This section is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance SA, who are both authorised and regulated by the Financial Services Authority. In the event of a valid claim under this insurance, Arc will appoint their panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal adviser's fees unless court proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, **you** elect to use an adviser of **your** own choice **you** will be responsible for any **legal costs and expenses** in excess of Arc's **standard legal costs and expenses**. The insurance covers advisers' costs up to the **policy limit** where:

- a) The insured incident takes place in the **period of insurance** and within the **geographical limits**.
and
- b) The proceedings take place in the **geographical limits**.

Meaning of Words

Wherever the following words and phrases (shown here in BOLD) appear in this policy they will always have these meanings:

We, us or our Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the underwriters.

Insured person or you/your shall mean the person named on the schedule, together with his/her spouse or common law partner and children under 21 years of age normally residing at the insured person's home.

Home shall mean your permanent place of residence within the geographical limits, used for domestic purposes, and including garage(s) and other outbuildings but excluding hedgerows and shrubs.

Geographical limits shall mean Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Period of insurance shall mean the period shown on the schedule.

Legal costs and expenses shall mean all costs incurred by us, on your behalf and on behalf of the underwriters of this policy, in the pursuit of a legal claim covered within the terms and conditions of the policy.

Policy limit shall mean £50,000 (inclusive of Value Added Tax) in total for legal costs and expenses incurred for all insured persons in connection with any one event giving rise to a claim, including any costs. We are liable to pay under specific condition 4.7.

Standard legal costs and expenses - The level of **legal costs and expenses** that would normally be incurred by underwriters in using a nominated adviser of Arc's choice.

1. Personal legal helpline

Use the 24-hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of your household.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask you to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement. Simply telephone **0870 350 1734**.

2. Legal expenses

What is covered:

- 2.1 **We** will institute legal proceedings on **your** behalf to seek compensation in connection with:
- consumer disputes involving the sale, purchase or hire of goods or services, including the sale or purchase of the **home**;
 - civil claims relating to physical damage to the **home**;
 - contract of employment claims pursued in an employment tribunal;
 - claims arising from **your** personal injury or death;
 - claims arising from the professional negligence of **your** solicitor, accountant or surveyor.
- Subject to the cause of the action arising within, and being subject to the jurisdiction of a court within, the applicable **geographical limits**.
- 2.2 During these proceedings **we** will pay the **legal fees, expenses and costs** incurred, up to the policy limit, on the following terms:
- If the proceedings or negotiations are unsuccessful and no award or negotiated settlement is achieved, then **we** will pay all the **legal fees, expenses and costs** incurred in pursuit of those proceedings or negotiations, up to the policy limit.
 - If the proceedings or negotiations are successful and any award or negotiated settlement is achieved **you** must make every effort to recover the **legal fees, expenses and costs** from an opponent that **we** have had to pay and must pay **us** any **legal fees, expenses and costs** that are recovered.

What is not covered:

- The pursuit or continued pursuit of any claim if **we** consider it is unlikely a reasonable settlement will be obtained, or where the likely settlement amount or the amount in dispute is less in monetary terms than the cost of the time and expenses incurred in its pursuit.
- The pursuit or continued pursuit of any claim where the settlement amount is likely to be less than £500.
- The payment of **legal costs and expenses** which have been incurred without **our** prior written authorisation.
- Any claim not notified to **us** within 90 days after the commencement of the event giving rise to the claim.
- Claims made or arising from incidents which have occurred or in respect of goods which have been sold, purchased or hired, or services which have been provided, prior to the commencement of the **period of insurance**.
- Claims made or arising from the sale or purchase of the **home** unless the incident giving rise to the claim occurred at least 180 days after the commencement of the first **period of insurance**.
- Claims under section 2.1 (iii) arising within 180 days of the commencement of the first **period of insurance**.
- Legal costs and expenses** or other penalties which a court of criminal jurisdiction orders to be paid.
- Claims made or considered against **us** or our agents.
- Actions between insured persons, or actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- Claims directly or indirectly caused by, contributed to, or arising from:
 - your** employment (other than as provided under section 2.1 (iii), business, profession or trade or any venture for gain
 - your** criminal or deliberate act or omission
 - libel or slander.
- Payment by **us** of **your** travelling expenses, subsistence allowances or compensation for absence from work.
- Application for a judicial review or in respect of the Human Rights Act 1998.
- Applications in connection with boundary disputes.
- Applications to enforce any judgment or appeals against any judgement unless **you** have obtained **our** prior written agreement.
- Legal costs and expenses** arising from any significant delay or default by **you** which in **our** reasonable opinion affects the conduct of the claim or incurred if **you** withdraw instructions from the solicitor or withdraw from the legal proceedings without **our** prior written agreement.

- q) **Legal costs and expenses** covered under any other policy of insurance (or which but for the existence of this policy would have been covered under that policy).
- r) The first £100 of each and every claim (except under section 2.1 (iv) and involving industrial disease or actual or alleged clinical negligence).
- s) The first £1,000 of each and every claim under section 2.1 (iv) involving industrial disease or actual or alleged clinical negligence.
- t) Any claim directly or indirectly arising from:
 - I. The construction of or structural alteration to buildings.
 - II. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
 - III. A dispute with an employer or ex-employer unless it is pursued in an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
- u) A solicitor or other legal representatives **legal costs and expenses** in excess of Arc's **standard legal costs and expenses** where **you** have elected to use a solicitor or other representative of **your** own choice.

3. Specific conditions

- 3.1 **You** must tell **us** in writing as soon as reasonably possible, and in any event within 90 days, about any incident which could result in a claim being made under the policy.
- 3.2 **You** must:
 - Give proper instructions and provide **us** with information at **your** expense.
 - Make every effort to attend appointments, medical and other expert examinations and court hearings.
 - Instruct **your** solicitor to disclose to **us** relevant case papers and other documents if **we** ask for them whether or not privileged and to provide **us** with regular updates on the progress of **your** claim
 - Help **us** to minimise the cost of any claim under the policy.
 - Not do anything to prejudice **your** case.
- 3.3 **We** must be advised of any other legal expenses insurance which would cover an action for which **we** provide or may provide indemnity.
- 3.4 **We** shall have complete control over the legal proceedings.
- 3.5 If court proceedings are required or a conflict of interest arises, and **you** wish to nominate a solicitor or other representative to act for **you** **you** may do so. Where **you** have elected to use a solicitor or other representative of **your** own choice **you** will be responsible for any **legal costs and expenses** in excess of Arc's **standard legal costs and expenses**. The solicitor or other representative must:
 - i.) Confirm in writing that he will enable **you** to comply with **your** obligations under this insurance.
 - ii.) Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative solicitor or other representative and this nomination shall be binding.
- 3.6 Unless **you** are acting with **our** prior written authorisation **we** will not be bound by any promise or undertaking given by **you** to the solicitor.
- 3.7 If **we** exercise **our** right under exclusions 2a) or 2b) to refuse a claim under this policy, but **you** disagree with **our** decision, the following course of action is open to **you**. At **your** expense, and following receipt by **us** of the necessary funds, **we** will commission one independent report (plus sub-reports if deemed necessary) into the prospects of **you** receiving a reasonable settlement as provided for under the policy.
Should the findings of this independent report support **our** refusal of **your** claim, **you** shall continue to bear the cost of the independent report(s). Should, however, the report(s) find in **your** favour then **we** shall meet the cost of providing the report(s) and shall pursue **your** claim under the policy.

4. General conditions

4.1 Observance

The due observance and fulfillment of the terms and conditions of this policy in so far as they relate to anything to be done or complied with by **you** shall be a condition precedent to **our** liability to make any payment under this policy.

4.2 Subrogation

We may at **our** own expense take proceedings in **your** name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to **us**.

4.3 Assignment

Your rights under this policy may not be assigned without **our** prior written consent.

4.4 Third party rights

No third party shall have any right to enforce any term of this insurance by reason only of the Contracts (rights of third parties) Act 1999.

4.5 Disputes

If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown in the complaints procedure. Using this service will not affect **your** legal rights.

4.6 Misrepresentation

If any misrepresentation or concealment shall be made by **you** or on **your** behalf in support of any claim hereunder, this policy shall become void and the premium in respect thereof shall be forfeited.

4.7 Cancellation

You have the right to cancel this insurance within 30 days of the date of issue. **We** may cancel this insurance at any time by providing 30 days notice in writing to **you**. In the event of cancellation **we** will refund to **you** any premium **you** have paid and **we** will recover from **you** any payments **we** have made.

4.8 Notice

Every notice which needs to be given under this policy must be given in writing. Notice to **us** must be to **our** head office and to **you** at **your** last known address.

4.9 Jurisdiction

This contract of insurance is effected in England subject to the laws of England and Wales.

5. General Exclusions

The policy does not cover any expense, consequential loss, legal liability or loss, damage or personal injury directly or indirectly caused by or arising from or contributed to by:

1. Pressure waves caused by aircraft or other aerial devices.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
3. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
4. War, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion, or riot.
5. The actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

6. Complaints procedure

Arc's aim is to get it right, first time, every time. If Arc make a mistake, they will try to put it right promptly. If **you** are unhappy with the service that has been provided, **you** should contact Arc at the address below. Arc will always confirm to **you**, within five working days, that they have received **Your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **you** are not satisfied with the delay **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

Arc's contact details are:

Arc Legal Assistance Ltd
Lodge House
Lodge Lane
Langham
Colchester CO4 5NE

Tel: **0870 350 4400**

Email: enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

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

Tel: **0845 080 1800**

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

7. Making a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the legal advice line.

In general terms, **you** are required to immediately notify Arc of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice line for assistance.

8. Data Protection Act 1998 notice

We collect and maintain personal information in order to underwrite and administer the policies of insurance that **we** issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. **We** will not keep **your** information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. **We** will only reveal **your** information if it is allowed by law, authorised by **you**, to prevent fraud or in order that **we** can liaise with **our** agents in the administration of this policy.

Under the terms of the Act **you** have the right to ask for a copy of any information **we** hold on **you** upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether **we** hold **your** information on paper or in electronic form.

Domestic helpline

Use the helpline following an emergency in the home for which a tradesman's assistance is required. The helpline will source and deploy an approved tradesman to **your** home. **You** will be responsible for the tradesman's charges.

Where appropriate **we** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **you** the means to rectify the problem yourself.

Simply telephone **0870 350 1731** and when prompted quote "Arc Domestic Helpline"

Legal Helpline

Use the advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

The helpline is available 24hrs a day 365 days a year. The helpline is staffed by qualified lawyers and the advice provided will always be according to the laws of Great Britain and Northern Ireland.

Simply telephone **0870 350 1734** and when prompted quote "GE Money".

Our service commitment to you

Complaints

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. However, if **you** wish to make a complaint relating to **GE Money Home Insure** then please write to the Managing Director, Heath Lambert Insurance Services, 13 Piries Place, Horsham, West Sussex RH12 1EH. Please quote your policy number and/or mortgage account number and/or claims reference number in all correspondence to enable the matter to be dealt with speedily.

Should **you** remain dissatisfied, you should refer the matter to the Manager Lloyd's Complaints Department, 1 Lime Street, London EC3M 7HA. Telephone **020 7327 5693**.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone **08450 801 800**.

Underwriters at Lloyd's are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if Lloyd's cannot meet its obligations.

Further information about the compensation scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsooken Street, London E1 8BN. Telephone **020 7892 7300**.

Cancellation

Should **you** wish to cancel this insurance please contact **Heath Lambert Insurance Services** by writing to: **GE Money Home Insure**, Norfolk House, 32-40 North Street, Horsham RH12 1RZ or telephoning **our** Customer Services Centre on **0845 0011 015**. Any refund due will be calculated from the date that **we** receive notice of cancellation on a pro-rata basis. Please note that no refund will be allowed if a claim has occurred in the **period of insurance**.

Notice

Insurers and **their** agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the participants is available upon requests. In dealing with **your** application this register may be searched. In the event of a claim the information **you** have supplied together with other information relating to the claim, may be put on the register and made available to participants.

Renewals

Your GE Money Home Insure policy is valid for a 12 month period from the inception date (as shown on the **schedule**). Annually, **your** renewal will be invited in writing, at least 21 days prior to the expiry of the policy period. **You** will be advised of **your** renewal premium and the alternative payment methods available to **you**. However, where payment is already being made by direct debit, cover will continue at the terms invited, unless prior to renewal date **you** inform **us** otherwise or **your** direct debit mandate is cancelled. **Your** premium will be collected by direct debit for the new policy period.

Data Protection

We are registered under the Data Protection Act 1998, ensuring all personal data is held and processed in accordance with the Act. **Your** personal data will be used for the purpose of quoting and providing the insurance contract **you** require. **We** may need to disclose this data to insurers and third party service providers for the purpose of fulfilling **our** contractual obligations.

Remember, we are here to help you

How to make a claim

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service. All **you** have to do is make one phone call.

For peace of mind, all our policies offer a 24-hour claims helpline service:

0845 0011 016*

and:

- **We** will take the details of the claim over the phone.
- **We** will tell **you** whether **you** are covered.
- **We** will give **you** advice and tell **you** what **you** need to do.
- In the majority of cases there will be no need for **you** to complete a claim form.

For **buildings** claims, if an authorised repairer is used:

- They will make **your** home safe.
- If further work is required, they will arrange a convenient time to complete the work.
- **You** will not need to obtain estimates.
- **You** can be assured of the standard of the work.
- The work is guaranteed.

For **contents or valuables and personal belongings** claims, if an authorised repairer or supplier is used:

- **We** will arrange for someone to repair or replace the damaged items.
- **You** will not need to obtain estimates.
- **You** can be assured of the standard of the work.

For some claims, **we** may ask a loss adjuster to visit **you**. Their role is to help **you** make the claim easier and explain how the process works.

Please remember to quote your policy reference number and claim reference number at all times.

Domestic helpline

We will arrange for a repairer to visit **you** following an emergency. Please call

0870 350 1731 ^

Legal helpline

Use the advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household. Simply telephone

0870 350 1734

and when prompted quote "GE Money".

* Evening and weekend calls cost 6p plus up to 2ppm from a BT Together landline. Mobile and other providers charges may vary.

^ Calls cost 6p plus up to 6ppm from a BT Together landline. Mobile and other providers may vary.

A guarantee of quality and first class service

When **you** call **us** the quality of service that **you** will receive is guaranteed. **You** will only deal with highly trained people who understand the importance of **our** customers. **We** have achieved the highest standard of quality awards which are recognised throughout the world. These are **your** guarantees that **we** will look after **your** insurances professionally and properly.

We'll be happy to help.

Additional notes

Additional notes