



HOME
INSURANCE

Hello

Please read this booklet carefully alongside your policy documents, to ensure that the cover provided meets your needs and expectations.

This *Policy Booklet* is also available in Braille and large print.



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Need TO FIND SOMETHING QUICKLY...?

Q How do I make a claim?

A See page 8

Q How much of a claim do I have to pay?

A See page 9

Q What cover have I selected?

A Check your *Policy Certificate*

Q What number do I call in the event of a claim?

A Please see your *Insurer Schedule*

Q Who are my insurers?

A Details of your insurers can be found on your *Insurer Schedule*

Q I want to make changes to my policy

A Contact Paymentshield using the details on your *Policy Certificate*

SUMMARY OF POLICY LIMITS

Your *Policy Certificate* will show the cover that you have selected.

Please contact PaymentShield if you wish to change the cover that you have chosen.

SECTION OF COVER

LIMIT OF COVER

Buildings (if selected)

Buildings sum insured	See <i>Policy Certificate</i>
Full accidental damage	Optional
Alternative accommodation and rent	20% of buildings sum insured
Service pipes and cables	Up to buildings sum insured
Gardens (trees, shrubs, plants, hedges and lawns)	£2,000
Loss or theft of keys	£1,000
Trace and access	£5,000
Sale of home (between exchange and completion)	Up to buildings sum insured
Property owner's liability	£2,000,000

Contents (if selected)

Contents sum insured	See <i>Policy Certificate</i>
Full accidental damage	Optional
Valuables overall limit	30% of contents sum insured
Valuables single article limit	£2,500
Alternative accommodation	20% of contents sum insured
Tenant's liability	20% of contents sum insured
Wedding or civil ceremony gifts, birthdays & religious festivals	10% increase of the contents sum insured
Loss of oil or metered water	£2,000
Theft from outbuildings	£3,000
Contents in the open	£1,000
Unauthorised use of credit cards	£500
Money in the home	£500
Electronic data download	£2,000
Visitor's personal possessions	£1,000
Shrubs and plants	£2,000
Loss of keys	Up to contents sum insured
Frozen food	Up to contents sum insured
Business equipment	Up to contents sum insured
Contents temporarily away from the home	Up to contents sum insured
Contents away from the home while in full time education	£5,000
Employer's liability	£10,000,000
Occupier's liability	£2,000,000

Personal Possessions (if selected)

Personal possessions sums insured	See <i>Policy Certificate</i>
Single item limit	£2,500 unless specified
Pedal cycles	£500 unless specified
Mobile phones	£250 unless specified

Legal Expenses (if selected)

Legal costs	£100,000
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Home Emergency (if selected)

Home Emergency	£1,000
Overnight accommodation	£100

ABOUT YOUR POLICY

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand your policy.

Some words have a special meaning in your policy and these are listed and explained on pages 10 to 11 'Policy Definitions'. Whenever a word with a special meaning is used it will be printed in bold type.

Your policy is made up of the *Policy Booklet* and your *Policy Certificate*, *Insurer Schedule*, *Statement of Fact* and *Premium Breakdown*.

- Your *Policy Booklet* explains what is and what is not covered, how we will settle claims and other important information
- Your *Policy Certificate* shows the cover that you have selected
- The *Insurer Schedule* gives the name and details of your insurer
- The *Statement of Fact* sets out the information you have told us
- The *Premium Breakdown* tells you how much you have to pay us

Paymentshield is the administrator of your insurance and have arranged this insurance on your behalf.

Paymentshield will send you new policy documentation whenever a change is made to the insurance, and each year before the renewal date, so you can check that the cover still meets your needs.

Once you have received your policy you will have 14 days to make sure the cover is exactly what you need, if it isn't you can ask us to make any necessary changes. Alternatively, you can request cancellation of the policy and you will receive a full refund of premium as long as no claim has been made (full details of cancellation terms can be found on page 47).

If you have selected Buildings Insurance you should make sure that the buildings sum insured shown on your *Policy Certificate* remains adequate to rebuild your home. If you extend or make improvements to your home such as installing double-glazing, or adding a fitted kitchen or conservatory, then the cost of rebuilding your home may increase.

If you have selected Contents or Personal Possessions insurance, your cover is for replacement as new. Remember to make sure the limits you choose remain adequate to replace your contents if you buy new items. Some items, such as jewellery and precious metals, often change in value and you should make certain that these items are insured for the correct amount at all times.

If you have any questions please contact Paymentshield on the number shown on your *Policy Certificate*.

THE INSURANCE *contract*

This policy is a legal contract between **you** and **us**. The *Policy Booklet, Policy Certificate, Insurer Schedule, Statement of Fact* and *Premium Breakdown* form one document and must be kept and read together. Please contact Paymentsshield if **you** require copies of any of these documents.

The *Statement of Fact* sets out the information **you** gave **us** when **you** applied for the insurance. To fulfil **our** part of the contract **we** will provide the cover set out in this *Policy Booklet*:

- For the sections which are shown on **your** *Policy Certificate*
- For the period of insurance set out on the same *Policy Certificate*

For **your** part of the contract **you** must:

- Pay the premium shown on **your** *Premium Breakdown* for each period of insurance
- Comply with all the terms and conditions set out in this policy

If **you** do not meet **your** part of the contract **we** may turn down a claim, increase **your** premium or **you** may find that **you** do not have any cover and **your** policy may be cancelled or treated as if it never existed.

Paymentsshield will annually review **your** policy including **your** insurer and **your** renewal price and will write to **you** 21 days prior to **your** renewal date confirming any change of **your** insurer or policy terms and conditions.

If a cheaper premium can be provided by another insurer and **you** have provided **your** consent then Paymentsshield may transfer **your** policy to the new insurer. They will write to **you** in advance with details of the new insurer and the offer of insurance. They will also explain how **you** can withdraw **your** consent and remain with **your** existing insurer.

CHOICE OF LAW AND LANGUAGE

The law of England and Wales applies to **your** contract with **us**. The language used in this policy and any communication relating to it will be English.

MAKING A CLAIM

This section tells **you** what **you** need to do in the event of a claim. Claims conditions that apply to **your** policy are set out on pages 43 and 44. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

1.

BEFORE YOU CONTACT US

You should:

- First make sure that everybody is safe from harm and, if it is safe to do so, take any necessary steps to prevent further damage to the property such as switching off the gas, electricity and water supply
- If **you** have been a victim of theft, vandalism or something has been lost or damaged, in or away from **your home, you** should contact the police urgently and ask for an incident number
- Check the *Policy Booklet* and **your Policy Certificate** to see whether or not the event is covered

2.

HAVE YOUR DETAILS READY

When **you** contact **us** to report a claim, it will be useful if **you** are able to provide:

- **Your** name, address and contact number
- Personal details necessary to confirm **your** identity
- **Your** policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with an approximate claim value if known
- Police details including an incident number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries)
- Names and addresses of any witnesses

This information will enable **us** to make an initial evaluation of the claim.

3.

OTHER INFORMATION WE MAY NEED

We may require additional information including:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- If property is damaged beyond repair **we** may require confirmation of this from a suitably qualified expert

Sometimes **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

I need to make a claim. Where can I find the right number to call?

The claims helpline number to call in the event of a claim can be found on **your Insurer Schedule**. There are separate contact numbers shown on **your Insurer Schedule** for Home Emergency and Legal Expenses if **you** have chosen these sections of cover.

HOW WE SETTLE YOUR CLAIM

4.

WHAT WE PAY

The most **we** will pay for any one event or series of events is the amount shown on **your Policy Certificate**. Policy limits are contained in this *Policy Booklet* and summarised on page 5.

We will also pay any extra costs necessary in restoring the damage by an insured cause:

- To pay architects, surveyors and legal fees
- To clear debris, demolish **buildings** or make them safe
- To comply with government or local authority requirements

But not including:

- Fees for preparing any claim
- Any government or local authority requirements known by **you** before damage happens
- The maximum **we** will pay for **valuables** is the amount shown on **your Policy Certificate**
- **We** will not pay more for any one item than the single article limits specified on **your Policy Certificate**

5.

WHAT YOU WILL NEED TO PAY

You will be responsible for the **excess** shown on **your Policy Certificate** for the relevant section of cover. The **excess** for **buildings** is separate to the **contents excess** – if a claim occurs affecting both **buildings** and **contents** only a single **excess** will apply (the higher of the two amounts if different).

If **you** make a claim during the period of insurance, then **your** no claims discount may reduce in line with **our** scale at the renewal of the policy.

We will only pay 50% of the cost of replacing or changing undamaged items or parts of items which belong to a set or a suite. This includes items that have a common design or use such as suites of furniture and carpets, which are only damaged in one area, when the loss or damage relates to a specific part of an item or to a clearly defined area.

6.

PREFERRED SUPPLIERS

When settling **your** claim, **we** will look to repair or replace lost or damaged property where **we** consider it appropriate. **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions. Where **we** can, **we** will offer to repair or replace through one of **our** network of contractors, repairers and product suppliers. If **you** would prefer to use **your** own tradesman or supplier **we** can pay **you** a cash settlement. The cash settlement will not exceed the amount **we** would have paid **our** preferred supplier. If **we** can't replace through a supplier then the full replacement price will be paid. No allowance will be made for VAT when a cash settlement is made.

All building repairs carried out by **our** approved contractors and insured under the **buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

POLICY DEFINITIONS

The special words **we** use in this *Policy Booklet* are shown in bold type with their meanings alongside them. Wherever these words appear in bold type in the *Policy Booklet* they will always have these meanings. There are additional definitions that only apply to the Home Emergency and Legal Expenses sections of the policy.

Accidental damage	Visible damage which happens suddenly and has not been caused on purpose or inevitably
Buildings	Your home , landlord's fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates
Business equipment	Computer equipment, printers, photocopiers, computer aided design equipment, furniture, furnishings and telecommunications equipment, but not including any property held as stock
Contents	Household goods and personal possessions including money and credit cards up to £500 which belong to you (or for which you are legally responsible) or belonging to domestic staff who live in your home . Contents does not include the following: <ul style="list-style-type: none">• Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), personal watercraft, aircraft, remote controlled or pedestrian controlled models including drones, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except removable entertainment equipment when left in the home)• Pets and livestock• Securities and documents• Any items more specifically insured by any other insurance policy• Any item used for your trade or profession except business equipment
Credit cards	Charge, credit and debit cards all issued in the United Kingdom belonging to you or any member of your family
Domestic staff	Any staff employed under a contract of service by you or your family in connection with the ownership or occupation of your home , not being self employed or through an agency
Excess	The first part of the claim for which you are responsible (your excess can be found on your Policy Certificate)
Family	Your partner and children (including foster children) and any other person permanently living with you but excluding tenants
Garden	Your trees, shrubs, plants, hedges and lawns on the land belonging to your home
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding
Home	Your private dwelling in the United Kingdom as detailed on your Policy Certificate (this includes your domestic outbuildings used in connection with the dwelling and any private garage or outbuilding belonging to you within 100 metres of the dwelling used by you)

Household	Your family and domestic staff
Landslip	Downward movement of sloping ground
Money	Current coin, banknotes, postal orders and postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers cheques, luncheon vouchers, gift vouchers, trading stamps, travel tickets, season tickets and phone cards
Personal possessions	Articles of personal use normally worn, used or carried by you or your family including clothing, baggage, jewellery, watches, spectacles, mobile phones, laptops, media players, pedal cycles, photographic and sports equipment Personal possessions does not include the following: <ul style="list-style-type: none"> • Motorised or mechanically propelled or assisted vehicles, including children’s vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), personal watercraft, aircraft, remote controlled or pedestrian controlled models including drones, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except detachable car stereos) • Pets and livestock • Software or downloaded information • Securities and documents • Any item more specifically insured by any other insurance policy • Any item used for your trade or profession except business equipment
Sanitary fittings	Wash basins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools
Securities	Any document or certificate which is proof of money owed to any of your family
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within ten years of construction
Subsidence	Downward movement of the ground beneath the buildings other than by settlement
Underground services	Underground pipes, drains, cables (and their inspection covers) for which you are legally responsible
United Kingdom	England, Scotland, Wales and Northern Ireland but not the Channel Islands or Isle of Man
Unoccupied	When your home has not been lived in by you or any other person with your permission for more than 60 days in a row (lived in means fully furnished and slept in frequently)
Valuables	Items of precious metal or precious stones, jewellery, watches, works of art, computer equipment, portable electrical equipment other than televisions or radios
You	The person or people named on the <i>Policy Certificate</i>
Your	Belonging to you or for which you are legally responsible
We/Our/Us	The insurer specified in your <i>Insurer Schedule</i>

BUILDINGS INSURANCE

This section explains the details of **your** cover if **you** have selected the **buildings** section as shown on **your** *Policy Certificate*.

	WHAT'S COVERED?	WHAT'S NOT COVERED?
	Your buildings are covered for loss or damage by the following causes	The buildings excess shown on your <i>Policy Certificate</i>
1	Fire, smoke, explosion, lightning or earthquake	Loss or damage by scorching, warping or melting if not accompanied by flames
2	Riots, civil commotion, labour and political disturbances or strikes	Loss or damage occurring after your home has been left unoccupied
3	Malicious damage or vandalism	Loss or damage occurring after your home has been left unoccupied
4	Storm or Flood	Loss or damage to fences, hedges and gates Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
5	Impact with your home by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast	Loss or damage caused by felling or lopping of trees and branches Loss or damage to fences, hedges and gates Loss or damage caused by pets
6	Subsidence, heave or landslip of the site on which your home stands or land belonging to it	The subsidence, heave and landslip excess shown on your <i>Policy Certificate</i> Loss or damage where compensation has been provided under any contract, legislation or guarantee Damage caused by coastal or river erosion Damage to or resulting from the movement of solid floors unless the foundations beneath the external walls of your home are damaged at the same time and by the same cause Faulty workmanship, poor design or the use of defective materials or damage caused by any of them Damage caused by normal shrinkage or settlement Loss or damage caused by demolition of or structural changes to your home Damage to terraces, patios, tennis courts, outdoor swimming pools, drives, footpaths, walls, hedges, gates, fences, drains, septic tanks, pipes, cables and oil tanks unless your home is damaged at the same time and by the same cause Damage by the action of any chemicals on or the reaction of chemicals with any materials which form part of the buildings

	WHAT'S COVERED?	WHAT'S NOT COVERED?
7	<p>Escape of water from, or the freezing of water in washing machines, dishwashers or any fixed domestic water or heating installation</p> <p>Escape of oil from any fixed domestic oil heating installation</p>	<p>The escape of water/oil excess shown on your Policy Certificate</p> <p>Loss or damage occurring after your home has been left unoccupied</p> <p>Damage to the fixed domestic water installation or pipework unless freezing has occurred</p> <p>Any subsequent damage caused to the buildings in locating the escape of water (this may be covered under section 15)</p>
8	<p>Theft or attempted theft</p>	<p>Loss or damage occurring after your home has been left unoccupied</p>
9	<p>Emergency services damage</p> <p>Damage to your home including gardens caused by the attending emergency services following damage to your home from any event caused by cover sections 1-8</p> <p>You can claim up to 10% of the buildings sum insured</p>	
10	<p>Glass breakage</p> <p>Accidental breakage of glass, ceramic hobs or sanitary fittings fixed to and forming part of your home</p>	<p>Breakage while your home is left unoccupied</p> <p>The replacement cost of any part of the item other than the broken glass, hob or sanitary fitting</p>
11	<p>Accidental breakage of underground drains and pipes, and accidental damage to cables and underground tanks providing services to or from your home and for which you are legally responsible</p> <p>If following a blockage normal methods of releasing a blockage between the main sewer and your home are unsuccessful we will pay the cost of breaking into and repairing the pipe</p>	<p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life</p> <p>Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings</p> <p>Damage caused by sulphate reacting with any materials from which your home is built</p> <p>Loss or damage occurring after your home has been left unoccupied</p> <p>Damage by a coast or riverbank being worn away</p> <p>Mechanical or electrical breakdown of any fixed domestic water installation</p>
12	<p>Gardens</p> <p>Loss or damage to your trees, shrubs, plants, hedges and lawns on the land belonging to your home caused by cover sections 1,2,3,5 or 8</p> <p>You can claim up to £2,000</p>	<p>Damage by smoke from air pollution</p> <p>Loss or damage occurring after your home has been left unoccupied</p>

	WHAT'S COVERED?	WHAT'S NOT COVERED?
13	<p>Sale of home</p> <p>If you have entered into a contract to sell your home and the purchaser has not insured the property before completion of the sale, the purchaser will have the benefit of this insurance up to the date of completion</p> <p>All terms and conditions shown in this <i>Policy Booklet</i> apply to the contracting purchaser</p>	
14	<p>Replacement of locks</p> <p>We will pay for the replacement of the lock mechanism or at our option we will change the locks in the event of accidental loss or theft of the keys to the external doors of your home, or to safes or alarms in the home, or in the event of accidental damage to the locks of the external doors to your home</p> <p>You can claim up to £1,000</p>	<p>Loss or damage occurring after your home has been left unoccupied</p> <p>The cost of repairing mechanical breakdown</p> <p>Loss or damage by any process of repair or restoration</p>
15	<p>Trace & access</p> <p>We will pay for the cost of removing and replacing any part of the buildings to find and repair the source of any water or oil escaping from tanks, pipes, equipment or fixed heating system in the buildings</p> <p>You can claim up to £5,000</p>	
16	<p>If your home is made uninhabitable by any insured cause we will pay for:</p> <ul style="list-style-type: none"> • Loss of any rents receivable or payable, including up to two years ground rent. • Additional accommodation expenses incurred by your household until your home is restored to normal living conditions including costs for any pets living with you. <p>We will cover up to 20% of the buildings sum insured shown on your Policy Certificate</p>	

ACCIDENTAL DAMAGE TO BUILDINGS

This section explains the details of **your** cover if **you** have selected **accidental damage to buildings** section as shown on **your** *Policy Certificate*.

WHAT IS COVERED?	WHAT IS NOT COVERED?
1 Accidental damage to buildings including fixtures, fittings, any part of the structure, ceilings and decorations	The buildings excess shown on your <i>Policy Certificate</i> External television receiving equipment Loss or damage if caused by a paying guest or tenant Loss or damage occurring after your home has been left unoccupied Loss or damage caused by pets Loss or damage caused by normal shrinkage or settlement Loss or damage caused by demolition of or structural changes to your home The cost of routine maintenance Mechanical or electrical breakdown of any fixed domestic water installation

LIABILITY INSURANCE INCLUDED

IN YOUR BUILDINGS INSURANCE

This section explains the details of **your** liability cover if **you** have selected the **buildings** section as shown on **your** *Policy Certificate*.

WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>1 Property owner's liability</p> <p>You (or your personal representative in the event of your death) are insured against any legal liability for damages caused by you as owner of your home and its land arising from any single event occurring during the period of insurance which results in:</p> <ul style="list-style-type: none"> • Accidental bodily injury (including death, disease and illness) to anyone not in your household • Accidental damage or loss to physical property that is neither yours nor your household's • Accidental damage under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for any home you have previously owned and that has previously been insured under this policy <p>We only pay for costs incurred with our written consent</p> <p>The most we shall pay for a claim is £2,000,000 (including any legal costs)</p>	<p>Liability resulting from your trade, profession or business</p> <p>An agreement made by you unless you would have been liable even if you had not made the agreement</p> <p>Liability arising from you owning or using lifts (other than a stair lift) or vehicles</p> <p>Any liability arising under the Defective Premises Act or the Defective Premises (Northern Ireland) Order more than seven years after the date of expiry or cancellation of this policy</p> <p>Liability arising from any home disposed of by you after the date of expiry or cancellation of this policy</p> <p>Any responsibility arising from any of your household owning any buildings or land other than your home and the land belonging to it</p> <p>Any responsibility as an employer to anyone employed by any of your household in any trade, profession or business</p> <p>Injury, death, disease or illness caused by any dog owned by any of your household or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991, or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991</p> <p>Damage, injury, death, illness or disease which occurs outside the period of insurance</p> <p>Any defence costs and expenses incurred without our written consent</p> <p>Liability arising from The Party Wall etc. Act 1996</p> <p>Any responsibility covered by any other policy</p>

CONTENTS INSURANCE

This section explains the details of **your** cover if **you** have selected the **contents** section as shown on **your Policy Certificate**.

WHAT'S COVERED?	WHAT'S NOT COVERED?
Your contents are covered for loss or damage by the following causes	The contents excess shown on your Policy Certificate
1 Fire, smoke, explosion, lightning or earthquake	Loss or damage by scorching, warping or melting if not accompanied by flames
2 Riots, civil commotion, labour and political disturbances or strikes	
3 Malicious damage or vandalism	Loss or damage occurring after your home has been left unoccupied Loss or damage unless force and violence is used to get into or out of your home
4 Storm or flood	Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) Loss or damage to contents in the open within the grounds of your home
5 Impact with your home by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast	Loss or damage caused by felling or lopping of trees and branches Loss or damage caused by pets
6 Subsidence, heave or landslip of the site on which your home stands or land belonging to it	Damage caused by coastal or river erosion Damage to or resulting from the movement of solid floor Faulty workmanship Damage caused by normal shrinkage or settlement Loss or damage caused by demolition of, repair or structural changes to your home
7 Escape of water from washing machines, dishwashers or any fixed domestic water or heating installation Escape of oil from any fixed domestic oil heating installation	The escape of water/oil excess shown on your Policy Certificate which you must pay Loss or damage occurring after your home has been left unoccupied Damage caused to the installation or appliance that brought about the escape of water

	WHAT'S COVERED?	WHAT'S NOT COVERED?
8	<p>Theft or attempted theft</p> <p>You can claim up to £3,000 for any one claim for items which are in the garage or any of the outbuildings belonging to your home</p> <p>You can claim up to £500 for money</p> <p>You can claim up to £500 for the unauthorised use of credit cards (you and your family must keep to the terms and conditions of your card issuer)</p>	<p>Loss or damage unless force and violence is used to get into or out of your home</p> <p>Loss or damage occurring after your home has been left unoccupied</p> <p>Any money or credit cards held in your home for business, trade or professional purposes</p>
9	<p>Loss of or damage to food in a freezer within your home caused by:</p> <ul style="list-style-type: none"> • a change in the temperature following breakdown • a domestic fuse blowing • accidental failure of the public electricity or gas supply • refrigerant leakage 	<p>Loss or damage recoverable under any other insurance</p> <p>Loss or damage occurring after your home has been left unoccupied</p> <p>Loss or damage caused by a deliberate act of any public electricity supply authority</p> <p>Loss or damage caused by your own or your household's wilful act of negligence or the continued use of damaged or faulty apparatus</p>
10	<p>Loss of or damage to visitor's personal possessions while in your home caused by events 1 - 8 of the contents section</p> <p>You can claim up to £1,000 for any one claim</p>	
11	<p>The cost of replacing the title deeds of your home following loss or damage caused by events 1 - 8 of the contents section while they are in your home or in the offices of your mortgage lender, bank or solicitor</p> <p>You can claim up to £2,500</p>	
12	<p>Fatal accidents as a direct result of a criminal assault or fire in your home resulting in the death of you or your family within 30 days of the fire or assault</p> <p>You can claim up to £5,000 per individual</p>	<p>Any injury which is inflicted by you or is the result of the wilful act of your family</p> <p>Any death which is the result of suicide</p>

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>13 Loss or damage to contents in the open within the grounds of your home caused by events 1,2,3,5 or 8 of the contents section</p> <p>You can claim up to £1,000</p>	<p>Loss or damage occurring after your home has been left unoccupied</p> <p>Loss of money or credit cards</p> <p>Damage by smoke from air pollution</p> <p>Loss or damage caused by storm or flood</p> <p>Loss or damage if items are left in a motor vehicle or caravan</p> <p>Pedal cycles</p>
<p>14 Loss or accidental damage to your contents while they are being moved by professional removers from your home directly to your new permanent home in the United Kingdom</p>	<p>Damage to china, glass or other brittle items unless they have been packed by professional packers</p> <p>Loss or damage by mechanical, electrical or electronic fault or breakdown</p> <p>Loss or damage while your contents are in storage or being moved from storage</p> <p>Loss of money or credit cards</p>
<p>15 Accidental breakage of mirrors, ceramic hobs in free standing cookers or glass which forms part of your contents</p>	<p>Breakage while your home has been left unoccupied</p> <p>The replacement cost of any part of the item other than the broken glass or ceramic</p>
<p>16 Accidental damage to televisions, video and audio installations, computer equipment, games consoles and to any aerials or satellite dishes within or fixed to your home</p>	<p>Damage occurring while your home has been left unoccupied</p> <p>Loss or damage to records, discs, CDs, DVDs, Blu-ray discs, USB flash drives or software</p>
<p>17 We will pay for the replacement of the lock mechanism or at our option we will change the locks in the event of accidental loss or theft of the keys to the external doors of your home, or to safes or alarms in the home, or in the event of accidental damage to the locks of the external doors to your home</p>	<p>Loss or damage occurring after your home has been left unoccupied</p> <p>Loss or damage by any process of repair or restoration</p> <p>The cost of repairing mechanical breakdown</p>
<p>18 Accidental loss at your home of metered water or oil from the domestic water or heating system.</p> <p>You can claim up to £2,000</p>	<p>Loss or damage occurring after your home has been left unoccupied</p>
<p>19 Loss or damage to your shrubs and plants on the land belonging to your home caused by contents sections 1,2,3,5 or 8</p> <p>You can claim up to £2,000</p>	<p>Damage by smoke from air pollution</p> <p>Loss or damage occurring after your home has been left unoccupied</p>

	WHAT'S COVERED?	WHAT'S NOT COVERED?
20	<p>Electronic data download</p> <p>The cost of replacing electronic data downloads following loss or damage to your contents by covers 1 - 8 of the contents section or accidental damage if shown on your Policy Certificate</p> <p>You can claim up to £2,000</p>	<p>The cost of remaking or recreating a disc, tape or film</p> <p>Damage by any event listed in the contents section and which is specifically excluded under that event</p> <p>Loss or damage to software</p>
21	<p>Business equipment</p> <p>This cover is only included if you or your family work from home</p>	
22	<p>Alternative accommodation</p> <p>Agreed accommodation expenses including storage of property if your home is made uninhabitable by an insured cause until your home is restored to normal living conditions including agreed accommodation costs for any pets living with you</p> <p>The most we will pay is 20% of the contents sum insured and only for the period necessary to repair the buildings</p>	
23	<p>Wedding or Civil Ceremony Gifts, Birthdays and Religious Festivals</p> <p>For one month before and one month after the wedding, civil ceremony or birthday (for any of your family) or religious festival the sum insured for contents is increased by 10%</p>	

	WHAT'S COVERED?	WHAT'S NOT COVERED?
24	<p>Contents away from the home</p> <p>Contents are covered following loss or damage by covers 1 - 8 anywhere in the United Kingdom when temporarily removed from your home for up to 90 consecutive days. Including into any bank, safe deposit box, occupied private dwelling or into any building where you are residing or carrying on business (other than while attending full-time education which is covered below up to £5,000)</p> <p>Loss or damage to your contents by theft or attempted theft is limited to any occupied private home where you are working, any occupied private home where you are temporarily living, or any bank or safe deposit box</p>	<p>Contents insured under another policy</p> <p>Contents removed for sale or exhibition or to furniture depositories</p> <p>Contents removed because of the sale or letting of your home</p> <p>Contents during removal (may be covered under section 14)</p> <p>Loss or damage by theft or attempted theft to contents removed from your home unless force and violence is used to get into or out of the building</p> <p>Money or credit cards</p> <p>Loss or damage if items are left in a motor vehicle or caravan</p> <p>Pedal cycles</p>
25	<p>Contents away from the home while in full time education</p> <p>Contents are covered following loss or damage by covers 1 - 8 anywhere in the United Kingdom when moved from your home into any building where you or your family are living while attending full-time education</p> <p>The most we will pay is £5,000</p>	

ACCIDENTAL DAMAGE TO CONTENTS COVER

This section explains the details of **your** cover if **you** have selected **accidental damage to contents** section as shown on **your** *Policy Certificate*.

WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>1 Accidental damage to your contents in your home and in the open within the grounds of your home</p> <p>You can only claim up to £1,000 for contents in the open within the grounds of your home</p>	<p>The contents excess shown on your <i>Policy Certificate</i></p> <p>Damage to sports equipment whilst in use</p> <p>Damage to clothing, contact lenses and hearing aids</p> <p>Deterioration of food</p> <p>Money or credit cards</p> <p>Damage by depreciation, wear and tear, insects, vermin, fungus, rot, corrosion, process of cleaning, dyeing, repair or restoration</p> <p>Loss or damage after your home has been left unoccupied</p> <p>Loss or damage caused by a paying guest or tenant</p> <p>Loss or damage whilst your home is being lent or let to any person other than your family</p> <p>Loss or damage to computer software or downloaded information</p> <p>Damage to pedal cycles</p> <p>Damage to mobile phones</p> <p>Motor vehicles and their accessories</p> <p>Loss or damage caused by pets</p> <p>Mechanical or electrical breakdown</p> <p>Damage to business equipment whilst in use</p>

LIABILITY INSURANCE INCLUDED

IN YOUR CONTENTS COVER

This section explains the details of **your** liability cover if **you** have selected the **contents** section as shown on **your** *Policy Certificate*.

WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>1 Occupier's liability</p> <p>You or your household (or your personal representatives in the event of your death) are insured against any legal liability for damages caused by you which results from an accident occurring within your home or its land and during the period of insurance and causing:</p> <ul style="list-style-type: none"> • Accidental bodily injury (including death, disease and illness) to anyone not in your household • Accidental damage or loss to physical property that is neither yours nor your household's <p>We only pay for costs incurred with our written consent</p> <p>The most we shall pay for a claim is £2,000,000 (including any legal costs) resulting from one accident or a series of accidents from any one cause except where the claim is for accidental bodily injury (including death, disease or illness) to any of your domestic staff and arises out of and in the course of their employment in which event it is £10,000,000 (including any legal costs)</p> <p>The action against you must be brought in a court in the United Kingdom</p> <p>Provided you and your family are otherwise living permanently in the United Kingdom, the insurance under this section extends, in respect of them, to any injury, loss or damage occurring during a journey or temporary visit to any country in the world in which you or your family do not own premises</p>	<p>Liability resulting from your or your household's trade, profession or business</p> <p>Any agreement or contract which adds any responsibility which would not have existed otherwise</p> <p>Liability resulting from the ownership of your home</p> <p>Liability resulting from your occupation or ownership of any other land or building</p> <p>Liability resulting from the use or ownership of:</p> <ul style="list-style-type: none"> • Mechanically powered vehicles or trailers attached to such vehicles, except garden machinery • Powered hovercraft, watercraft and aircraft. • Remote controlled or pedestrian controlled models including drones • Animals of a dangerous species • Any horse for hunting, racing or polo • Firearms, except airguns or sporting guns • Lifts (other than a stair lift) which you or anyone in your household own, control or are responsible for • Any responsibility as an employer to anyone employed by any of your household in any trade, profession or business (excluding domestic staff) • Injury, death, disease or illness caused by any dog owned by any of your household or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 • Damage, injury, death, illness or disease which occurs outside the period of insurance • Any defence costs and expenses incurred without our written consent • Any responsibility covered by any other policy • Liability arising from The Party Wall etc. Act 1996

The following cover only applies if **you** are a tenant of **your home**

	WHAT IS COVERED?	WHAT IS NOT COVERED?
2	<p>Legal liability for loss or damage to the landlord's fixtures and fittings in your home caused by events in the contents section points 1,4, 5, 7 and 8 as well as accidental damage if it is shown on your Policy Certificate</p> <p>You can claim up to 20% of the contents sum insured shown on your Policy Certificate</p>	<p>Loss or damage caused by frost, landslip, subsidence or heave, malicious damage, riots, civil commotion, labour and political disturbances or strikes</p>
3	<p>Legal liability to pay rent while your home is being restored after being made uninhabitable by any of the risks in the contents section 1-8</p> <p>You can claim up to 20% of the contents sum insured shown on your Policy Certificate</p>	

PERSONAL POSSESSIONS COVER

This section explains the details of **your** cover if **you** have elected to insure **personal possessions** as shown on **your** *Policy Certificate*.

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>1 Accidental damage or loss to your personal possessions</p> <p>You can claim up to £2,500 per single article unless they are specified on your <i>Policy Certificate</i></p> <p>You can claim up to £250 per mobile phone or specify them on your <i>Policy Certificate</i> if higher amounts of cover are required</p> <p>You can claim up to £1,000 for items left in an unattended motor vehicle</p>	<p>Loss or damage occurring outside the United Kingdom if you have spent more than 60 days in total away from this country during the current period of insurance</p> <p>Loss or damage to dentures, musical instruments, contact or corneal lenses, camping equipment, vehicles, watercraft and aircraft</p> <p>Loss or damage to any property that is not in the care of you or your household</p> <p>Loss or damage to items left in a motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and violence and force has been used to enter the vehicle</p> <p>Loss or damage by electronic, electrical or mechanical breakdown or failure</p> <p>Loss or damage if items are confiscated by any government, public or private authority</p> <p>Loss or damage in your home while your home is left unoccupied</p> <p>Loss or damage by theft or attempted theft, malicious damage or vandalism in your home unless force and violence is used to get into or out of your home</p> <p>Loss or damage caused by pets</p> <p>Damage to sports equipment whilst in use</p> <p>Skiing or underwater equipment whilst in use</p>
<p>2 Your pedal cycles</p> <p>You can claim up to £500 per cycle or specify them on your <i>Policy Certificate</i> if higher amounts of cover are required</p>	<p>Loss or damage occurring outside the United Kingdom if you have spent more than 60 days in total away from this country during the current period of insurance</p> <p>Motorised pedal cycles</p> <p>Loss or damage to any pedal cycle that is not in the care of you or your household</p> <p>Loss or damage to accessories unless caused by accident to the pedal cycle or unless the pedal cycle is lost or damaged at the same time</p> <p>Loss or damage while the pedal cycle is being used for racing, trial or trade purposes</p> <p>Loss or damage by theft whilst the pedal cycle is left unattended in any public place without being secured with a locked chain and/or padlock or equivalent device to a permanent structure or locked building</p>

3

WHAT'S COVERED?**Your money and credit cards**

You can claim up to £500 for **money**

You can claim up to £500 for the unauthorised use of **credit cards**

You or **your family** must report the loss to the police, and for **credit cards** to **your** card issuer, within 24 hours of discovery.

You and **your family** must keep to the terms and conditions of **your** card issuer

WHAT'S NOT COVERED?

Confiscation, loss of value or loss due to incorrect receipts, payment or accountancy

Loss by deception unless the only deception was someone tricking their way into **your home**

Any loss of **money** or **credit cards** from the **home** whilst it has been left **unoccupied**

Loss or damage recoverable under any other insurance

Unauthorised use of **credit cards** by a member of **your family** or **domestic staff**

Loss which results from any authorised cardholder not following the terms and conditions under which the **credit card** was issued

HOME EMERGENCY DEFINITIONS

The following defined terms are in addition to the policy definitions beginning on page 10. If a defined term in the *Policy Booklet*, a word in bold type, is not in the list of defined terms in this section then the definition beginning on page 10 will apply.

Approved engineer or engineer	A qualified person approved and instructed by the helpline to undertake emergency work
Assistance	The reasonable efforts made by the approved engineer during a visit to the home to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided
Beyond economic	In the opinion of our approved engineer the cost of repair is more than the repair cost of replacement. In the event your domestic boiler is declared beyond economic repair we will make a contribution of £500 towards replacing it
Call out	A request for emergency assistance from you , even if the request is then cancelled by you
Claim limit	£1,000 per claim for all sections excluding alternative accommodation costs
Commencement date	The start of the policy as shown on the schedule
Domestic boiler	The central heating boiler contained within and supplying your home that is powered by natural gas from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. We will not cover any boiler that has an output in excess of 60kW/hr
Domestic central heating system	The domestic boiler and the central heating system within your home that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. We will not cover any boiler that has an output in excess of 60kW/hr)
Emergency	A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline: <ol style="list-style-type: none">render the home unsafe or unsecured; ordamage or cause further damage to the home; orcause personal risk to you; orcause a health and safety risk to others
Home	Your private dwelling in the United Kingdom as detailed on your Policy Certificate
Pests	Wasps, hornets, rats and mice
Property	Buildings occupied by you solely for domestic residential purposes, and which are declared on the <i>Policy Certificate</i>
Territorial limits	The United Kingdom
We, Us, Our	The Home Emergency insurer specified in your Insurer Schedule

HOME EMERGENCY COVER

This section explains the details of **your** cover if **you** have selected Home Emergency cover as shown on **your certificate**.

WHAT IS COVERED?	WHAT IS NOT COVERED?
<p>1 External water supply pipe</p> <p>An emergency involving any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for your home up to where it is connected to the public water main or communication pipe provided that you are responsible for this. In the event that your home becomes uninhabitable overnight as a result of an emergency covered by this section relating to your external water supply pipe, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation</p> <p>Conditions applying to section 1</p> <p>Where you share legal responsibility for the water supply pipe outside the boundary of your property with any third party, the insurer will only pay your rateable proportion of any work undertaken under this section of cover</p> <p>When a shared responsibility applies, any third party or parties must agree to the work being completed by the insurer's engineers and must grant any access necessary to the water supply pipe</p>	<p>Costs which exceed your rateable proportion of the cost of any work undertaken by the insurer under the terms of this policy on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party</p> <p>Frozen pipes which have not caused any damage</p> <p>Any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party who does not agree to the work being completed by the insurer's engineers</p> <p>Damage resulting from lack of proper maintenance</p> <p>Reinstatement costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim</p>
<p>2 Plumbing</p> <p>An emergency arising from the sudden and unexpected failure of or damage to the internal plumbing system within the home which has or may result in internal water leakage, or escape of water from water tanks, pipes, and domestic appliances or fixed heating systems which causes damage to the home. In the event that your home becomes uninhabitable overnight as a result of an emergency covered by this section relating to your plumbing, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation</p>	<p>General maintenance including, but not limited, to dripping taps</p> <p>Frozen pipes which have not caused any damage</p> <p>Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use</p> <p>Cracked or broken toilets or cisterns</p> <p>Pipes outside the boundary of your home</p> <p>Water pipes to, from or within a detached outbuilding or garage</p>

WHAT IS COVERED?

WHAT IS **NOT** COVERED?

3

Drainage

An **emergency** arising from the sudden and unexpected failure of or **damage** to the drainage system of **your home**. In the event that **your home** becomes uninhabitable overnight as a result of an **emergency** covered by this section relating to **your** drainage, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation

General servicing and maintenance issues including but not limited to leaf accumulation, build-up of oil, fats or other debris within the drainage system

Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete

Cesspits, septic tanks, vacuum drainage systems, electric pumps

Plumbing and filtration systems for any swimming pools or spa or whirlpool baths

Detached outbuildings

Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect

Failure or **damage** caused to by faulty or defective design of the drainage pipe including but not limited to failure of pitch fibre pipework

Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim

4

Domestic central heating systems

An **emergency** which has arisen from the sudden and unexpected failure of **your domestic central heating system**. The **emergency** must render the **domestic central heating system** inoperable and the failure has to be due to mechanical or electrical failure or malfunction of the central heating system

We will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 48 hours to achieve this from the first point at which **our approved engineer** visits **you** and diagnoses the requirement **we** will pay a fixed benefit of £40 toward providing alternative heating

General maintenance including, but not limited to, descaling or power flushing of the **domestic central heating system**, or any adjustment to the timing and temperature controls of the **domestic central heating system** and venting (bleeding) of radiators

Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG boilers and dual purpose boilers such as AGAs and Rayburns

Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating

Corrosion or any work arising from hard water scale deposits

Removal of sludge or hard water scale from the **domestic central heating system**

Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system

Solar powered panels or ground air and water source pumps

WHAT IS COVERED?

5

Electrical emergency & breakdown

An **emergency** arising from the breakdown or failure of the permanent domestic electrical wiring system and its components (fuse box, switches, sockets) supplying electrical power to **your home**. In the event that **your home** becomes uninhabitable overnight as a result of an **emergency** covered by this section relating to **your** permanent domestic electrical wiring system, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation

6

Emergency gas supply pipe

An **emergency** following to any **damage** to the internal gas supply pipe following a gas leak occurring in **your home**. Our **assistance** will only be provided once the National Gas Emergency Service have attended and isolated the leak. In the event that **your home** becomes uninhabitable overnight as a result of an **emergency** covered by this section relating to **your** permanent domestic electrical wiring system, **we** will pay up to £100 (including VAT) for the cost of suitable alternative accommodation

7

Security, lost keys, roofing & pests

The **call out**, labour and parts and materials involved in an **emergency** relating to the security or roofing of **your home**, a **pest** infestation or the loss of the only available key to **your home** as detailed below

Security and Roofing: The insurer will arrange an **emergency** repair to make the **home** safe and/or prevent further **damage** in the event of **damage** or failure to the roof, external lock, door or window

Lost keys: The insurer will assist **you** to gain access to **your home** arising from the loss of the only available key to **your home**, when **you** are unable to replace it or gain normal access

Pest infestation: The insurer will assist **you** to remove any **pest** infestation inside **your home**

In the event that **your home** becomes uninhabitable overnight as a result of an **emergency** covered by this section relating to **your** security, lost keys, roofing or **pest** infestation **we** will pay up to £100 (including VAT) for the cost of suitable alternative accommodation

WHAT IS NOT COVERED?

Your electricity supply meter

Domestic appliances or electrical items with a plug
Replacing light bulbs, fuses and any other routine electrical maintenance tasks

External Lighting, garden lighting and the electrical supply to outbuildings, such as sheds and greenhouses which are connected to a separate electric meter to that of the **home**

Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any three phase electrical systems

Electrical wiring or electrics in communal areas of **your home**

General or routine maintenance

The breakdown of any gas boiler, fire, central heating or hot water system

Temporarily frozen pipes where there is no permanent **damage**

Systems not installed correctly by an appropriately qualified person or which do not conform to any governing Gas Safe regulation or requirements

Pipes outside the boundary of **your home**

Pest infestation relating to **pests** which are not defined in this policy; including but not limited to: ants, fleas, bedbugs, spiders, flies, squirrels and bees

Pest infestations of any outbuilding, or any other part of **your property** which is not part of main **home**, or where the living areas of the **property** are not affected

Damage caused by pests

Loss of keys to the main **property** if a duplicate set exists

Loss of keys for any outbuilding, garage or shed which is not part of the main **home**

The failure of any internal doors and/or window lock

The replacement or repair of electronic units powering garage doors

GENERAL CONDITIONS APPLICABLE TO THIS HOME EMERGENCY SECTION

These conditions are in addition to the conditions applying to the whole policy beginning on page 42.

1. STATUTORY REGULATIONS

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that we both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

2. SEVERABILITY CLAUSE

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

3. ACTS OF PARLIAMENT

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland and Northern Ireland and shall include any subsequent amendments, re-enactments or regulations.

GENERAL EXCLUSIONS APPLICABLE TO THIS HOME EMERGENCY SECTION

These exclusions are in addition to the exclusions applying to the whole policy beginning on page 45.

We shall not be liable for costs arising from or in association with:

1. Claims arising after the **home** has been left **unoccupied**
2. Any wilful or negligent act or omission by **you** or any third party
3. Events where on attendance it becomes clear that the **call out** is not an **emergency**
4. General maintenance work or any system that has not been regularly maintained
5. Loss of or **damage** arising out of disconnection from, or interruption to, the public supply of gas or water or electricity to **your home**
6. Any **emergency** arising from poor workmanship or design defect
7. Any repair that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the repair
8. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration
9. Replacement of bespoke or designer radiators or towel rails
10. Any boiler or heating system that has not been serviced in line with manufacturer's recommendations
11. Improvements including work that is needed to bring the insured system up to current standards
12. **Homes** situated outside the **territorial limits**
13. Any **damage** caused by the **approved engineer** in gaining access in order to affect an **emergency** repair
14. Any system(s) not installed properly or in line with manufacturers guidelines

LEGAL EXPENSES DEFINITIONS

The following defined terms are in addition to the policy definitions beginning on page 10. If a defined term in the *Policy Booklet*, a word in bold type, is not in the list of defined terms in this section then the definition beginning on page 10 will apply.

Appointed representative(s)	The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by us to act on your behalf. Please refer to panel and non-panel solicitor definitions below
Civil proceedings	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom , the Isle of Man and the Channel Islands
Damage	Loss, destruction or damage to insured property
Disbursements	Any sum spent by an appointed representative on your behalf in respect of services supplied by a third party. Disbursements may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees
Date of event	The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these
Injury	Your bodily injury or death, or any disease, illness or shock suffered by you
Legal costs	Professional legal fees that you are bound to pay, including reasonable fees or expenses incurred by the appointed representative whilst acting for you in the pursuit of civil proceedings (this also includes disbursements ; however these disbursements must be in respect of services provided by a third party, received by you , distinct from the services supplied by the appointed representative . Legal costs will not be paid on an interim basis throughout a claim)
Material breach	A breach which has resulted in, or if not rectified is likely to result in, your property being unsuitable for continued use
Non-panel solicitor	If you decide to appoint a representative of your own choosing, they will be referred to within this policy as a non-panel solicitor
Panel solicitor	We work closely with an existing selection of solicitors that we can recommend to you in the event of a claim, to act on your behalf and provide assistance, for the purposes of this policy these will be referred to as our 'panel' solicitors
Part 36 Offer	Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim To be accepted, the offer must: <ul style="list-style-type: none">• be in writing• call itself a Part 36 Offer• be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted• specify whether it covers the whole claim, part of it, or an issue that arises in it and, if so, which• advise whether any counterclaim is factored in
Property	Your permanent primary residence within the territorial limits

Territorial limits	Section 1 Personal Injury - Worldwide Sections 2-9 - United Kingdom
Reasonable prospects	A 51% or greater chance that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in your pursuit of civil proceedings or criminal proceedings.
We/our/us	The Legal Expenses insurer specified in your Insurer Schedule
You/Your	<p>The person named on the <i>Policy Certificate</i>, being the individual for whom this insurance provides Legal Expenses protection. This cover extends to also include the following, who permanently reside with you at the property:</p> <ul style="list-style-type: none"> a. your spouse or partner b. your parents or parents-in-law c. your children <p>In the unfortunate event of your death, the insurer will insure your personal legal representatives to pursue disputes covered under this policy arising from your death, provided that they keep to the terms and conditions of the policy.</p> <p>Upon payment of the premium, the insurer will provide you with Legal Expenses Protection for the risks identified in the following sections, up to a limit of £100,000 for any one claim, provided that the legal action or criminal prosecution:</p> <ul style="list-style-type: none"> i. relates to a cause, event or circumstance which occurs within the territorial limits ii. occurred during the period of insurance iii. has been notified to us as soon as reasonably possible after the date of event iv. can be dealt with by a court of competent jurisdiction within the territorial limits <p>In order for us to accept your claim, we must deem that there are reasonable prospects of success.</p>

LEGAL EXPENSES COVER

This section explains the details of **your** cover if **you** have selected Legal Expenses cover as shown on **your** Policy Certificate.

PERSONAL INJURY

<p>1 Legal costs incurred in bringing a legal action against a third party following an event which causes personal bodily injury to you, or an event which subsequently causes your death</p>	<p>Coroners' Inquests and Fatal Accident Enquiries</p> <p>Alleged failure to correctly diagnose any medical condition</p> <p>Any illness or bodily injury or psychological injury that occurs gradually or is not caused by a sudden, specific event</p> <p>Any claims caused by or arising out of the deliberate, conscious or intentional disregard of your obligation to take all reasonable steps to prevent bodily injury</p>
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YOUR HOME

<p>2 Legal costs incurred in bringing about legal action due to any infringement of your legal rights to own and occupy your property. The insurer will provide cover for legal costs incurred by you in taking legal action in connection with:</p> <ol style="list-style-type: none"> disputes over the buying or selling of the property infringement or encroachment of your use, enjoyment or rights over the property nuisance or trespass disputes which occur at or in respect of the property <p>The insurer will provide cover in respect of legal costs incurred in taking legal action</p> <p>Following your unlawful eviction from a property occupied by you under an Assured Shorthold Tenancy agreement. This cover applies in respect of your permanent home and any other property occupied by you on a temporary basis; and against a landlord following a material breach of a tenancy agreement</p>	<p>Any claims for physical damage to your property where the amount claimed is less than £100</p> <p>Claims relating to subsidence, ground heave, landslip mining or quarrying</p> <p>Any claim relating to land or buildings owned by you but which are not your permanent primary residence within the territorial limits</p> <p>Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority unless the claim is for accidental physical damage</p> <p>Claims relating to any mortgage, loan agreement or any other consumer credit scheme</p>
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SERVICES AND PERSONAL PROPERTY

<p>3 Legal costs incurred in bringing a claim or beginning civil proceedings against a third party or organisation for:</p> <ol style="list-style-type: none"> any physical damage to personal property owned by you at your property the purchase, hire, lease or sale of any personal or private goods or the provision of services for your private or personal use 	<p>Any claims made in respect of any motor vehicle owned, used by, hired or leased to you</p> <p>The settlement payable pursuant to any insurance or other policy</p> <p>Any claim where the amount in dispute is less than £100</p>
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<p>4</p>	<p>Legal costs incurred in the pursuit of civil proceedings against your employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996, including but not limited to:</p> <ol style="list-style-type: none"> 1. unfair dismissal 2. minimum wage disputes 3. infringement of trade union rights 4. the right to request flexible working 5. discrimination on any grounds including but not limited to gender, sexual orientation, race or religion, maternity, paternity or parental leave 	<p>Where your employment status is not that of an employee</p> <p>Any claim brought outside of the employment tribunal (e.g. county court or high court)</p> <p>Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority</p> <p>Any claim relating to your employer's disciplinary hearings or internal grievance procedures</p> <p>Any claims relating to a settlement agreement whilst you are still employed</p>
<p>5</p>	<p>Legal costs incurred in defending your legal rights in the following circumstances arising out of your work as an employee:</p> <ol style="list-style-type: none"> 1. prior to being charged when dealing with the police or Health and Safety Executive or anybody else with the power to prosecute 2. in a civil action brought against you for compensation under Section 13 of the Data Protection Act 1998 3. for civil proceedings brought against you under legislation for unlawful discrimination 	<p>Any claims in respect of parking or obstruction offences</p> <p>Where your employment status is not that of an employee</p> <p>Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority</p> <p>Your use of a motor vehicle for which you do not hold a valid licence or valid motor insurance</p>
<p>FAMILY</p>		
<p>6</p>	<p>We will represent you in any appeal proceedings following a full enquiry into your personal income tax position by H M Revenue & Customs. This cover only applies if you have:</p> <ul style="list-style-type: none"> • maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty • provided all information that HM Revenue and Customs reasonably required. 	<p>Claims where deliberate misstatements or omissions have been made to the authorities</p> <p>Claims where the Special Investigations Section, Special Civil Investigations or Prosecution Office is investigating your tax affairs</p> <p>Claims for accountancy fees which related to your business, trade or profession</p> <p>Claims in respect of income or gains which have been under declared because of false representations or statements by you</p>
<p>7</p>	<p>Legal costs incurred in defending your legal rights following an insured event, which results in criminal proceedings being brought against you for an offence relating to your ownership or use of a motor vehicle</p> <p>Cover includes costs in respect of pleas in mitigation, provided that there are reasonable prospects that a plea will materially affect the outcome</p>	<p>Any claims made in respect of parking or obstruction offences, for which you receive no penalty points against your licence</p> <p>Any claims made when you have been driving or riding a motor vehicle without valid motor insurance or a valid driving licence</p> <p>Any claims made, when you qualify for legal aid</p> <p>Any claim arising from or associated with your driving under the influence of alcohol and/or drugs</p>

8 **Your** net salary or wages, less any amount payable by the court or which is recoverable from **your** employer, for the time that **you** are absent from work on jury service. The amount **we** will pay will not exceed £100 per day and is subject to a maximum of £1,000 in total

We will calculate the amount payable based on the duration of **your** unpaid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of **your** total annual pay. Where **you** work part-time, the amount payable will be reduced on a pro-rata basis

9 **Probate**

The insurer will provide cover in respect of **legal costs** incurred in bringing a legal action in respect of a probate dispute involving the will of **your** deceased parents, grandparents, children, stepchildren or adopted children where **you** are contesting as a beneficiary

Any claim in respect of a dispute where a will has not previously been made, or concluded, or cannot be traced

The negligent drafting of a will

Any claim relating to a dispute concerning the funeral service of the deceased

Any claim where the financial benefit to **you** is less than £10,000

GENERAL CONDITIONS APPLICABLE TO THIS LEGAL EXPENSES SECTION

These conditions are in addition to the conditions applying to the whole policy beginning on page 42.

1. CLAIMS

- a. **You** will give notice to **us** as soon as reasonably possible of an insured event
- b. All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior written consent
- c. **Legal costs** will not be paid on an interim basis throughout a claim
- d. All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably
- e. **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so
- f. **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action

If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the insurer will not be liable for any further costs incurred.

You will not withdraw from any legal action without **our** permission to do so.

In some circumstances, where **we** decide it is appropriate, the insurer may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the insurer will not be liable for any further costs incurred.

2. APPOINTED REPRESENTATIVE

- a.
 - i. Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy
 - ii. Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**
 - iii. If there is any dispute over **your** choice of **non-panel solicitor** **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 4
- b. If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion.
- c. The **appointed representative** or **non-panel solicitor** will have direct contact with **us** and must fully cooperate with **us** at all times, and must cooperate with **your** representative, providing all necessary information and assistance to them as required.
- d. Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. COUNSEL'S OPINION

Where reasonable and necessary, **we** may obtain at **our** own cost, advice on prospects for **your** claim from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your** claim, between **your** choice of **appointed representative** and **our panel solicitors**.

4. ARBITRATION CLAUSE

If there is a dispute between **you** and **us**, or **you** and the insurer, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process. If **we**, or the insurer, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

5. STATUTORY REGULATIONS

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

6. SEVERABILITY CLAUSE

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

7. PROPORTIONALITY

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most the insurer will pay in respect of **legal costs** is the value of the likely award of damages.

8. ACTS OF PARLIAMENT

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

GENERAL EXCLUSIONS APPLICABLE TO THIS LEGAL EXPENSES SECTION

These exclusions are in addition to the exclusions applying to the whole policy beginning on page 45.

1. Any claim:
 - i. where the amount being claimed is less than £100
 - ii. that is not notified to **us** as soon as is reasonably possible after the **date of event** when the claim may be prejudiced by late notification
 - iii. where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim written confirmation will be required to this effect)
 - iv. if at the time a claim is made by **the you** under this policy there is any other insurance covering the same liability, the insurer will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this
2. The balance of any **legal costs** incurred before **we** have given our written acceptance of **your** claim, or before the inception date of this policy
3. **Legal costs** incurred whilst **you** are bankrupt, in **administration** or in receivership, or if **you** have entered into a voluntary agreement with creditors
4. Any dispute arising from a contract entered into prior to the inception of this Legal Expenses policy, with the exception of Contracts of Employment, where the cover and exclusions noted in Section 4 Employment Disputes will apply
5. The balance of **legal costs** in excess of what has previously been agreed
6. Any claim that arises as a result of a deliberate action by **you**
7. Any **legal costs** relating to any event giving rise to a claim or leading to **civil proceedings** which is not identified in sections 1-5 of the Cover section of this policy, including but not limited to:
 - i. divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between members of **your family** or **household**
 - ii. any shareholding, directorship or partnership, or other commercial interest
 - iii. libel or slander or allegations which will or may harm **your** reputation
 - iv. any computer, electric or electronic error
 - v. any form of structural alteration to the **property** or any **buildings** forming part of it, for example an adjoining garage. Minor alterations are covered, as long as no works affect the structural integrity of the **property**
 - vi. any motor vehicle owned by **you** or anyone associated with **you**, or any incidents relating to road traffic accidents, except under Section 1 of the Cover section of this policy where **you** are injured as a pedestrian or cyclist
 - vii. any **legal costs** incurred in any appeal proceedings, unless the insurer agreed to cover the original claim, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal
 - viii. fines, penalties or damages that **you** are ordered to pay by court, Tribunal or other authority, or;
 - ix. leases, licences, tenancies and disputes between landlord and tenant
8. **We** will not offer any protection under this insurance contract for any defence of legal matters brought against **you** by a third party
9. Any dispute whatsoever arising between **you** and **us** or the insurer or **your** insurance broker, other than the cover provided

- under the Arbitration Condition of this policy
10. Any claims for disputes or professional negligence against the **appointed representative** resulting from a current or previous claim under this policy. Please refer to the 'How to Make a Complaint' section of this policy
 11. Any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy
 12. Claims arising from or associated with **your** business, trade or profession or any other commercial venture
 13. Any party legally acquiring the **property** from **you**, or restriction/controls placed on the **home** by governmental or public/local authorities (except for accidental physical **damage**)
 14. Judicial review
 15. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights
 16. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, the insurer will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**

HELPLINE SERVICES

The number to call for the Home Emergency and Legal Expenses helplines can be found on **your Insurer Schedule**. To help us monitor **our** service standards, telephone calls to the helplines may be recorded.

HOME EMERGENCY HELPLINE

In this section of the Policy **We/Us/Our** means the Home Emergency insurer specified on **your Insurer Schedule**.

The Home Emergency helpline is a service included with **your** policy that provides help with domestic emergencies, for example, a burst pipe or a break-in. If an emergency happens which threatens the safety of **your home** and **you** need help fast, just call the helpline shown on **your Insurer Schedule**.

We can arrange for a skilled and reliable tradesman, approved by us to get in touch with **you**. If **you** have not taken up the optional Home Emergency cover then **you** will need to pay the tradesman's bill. However, if the loss or damage is subsequently covered under **your Buildings** or **Contents** Insurance **you** may be able to claim what **you** paid the tradesman but the appropriate policy **excess** will apply.

LEGAL ADVICE HELPLINE

In this section of the Policy **We/Us/Our** means the Legal Expenses insurer specified on **your Insurer Schedule**.

The legal advice helpline is a service included with **your** policy that provides **you** with confidential telephone advice about any personal legal problem in the **United Kingdom** Isle of Man or Channel Islands. We can also provide legal advice on issues arising in member states of the European Union.

CONDITIONS APPLYING TO THE WHOLE POLICY

These conditions apply to all sections of your policy.

These are the conditions of the insurance you and your family will need to meet as your part of this contract. If you do not a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid.

There are additional conditions of insurance particular to the Legal Expenses and Home Emergency sections.

1. TAKING CARE

You must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

2. CHANGES IN YOUR CIRCUMSTANCES

You must tell Paymentsshield as soon as **you** are aware (and no more than 30 days later) of any of the following changes:

- **You** are going to move **home** permanently
- Someone other than **you** or **your family** is going to live in **your home**
- **Your home** is going to be **unoccupied**
- The number of bedrooms or bathrooms in **your home** has changed
- The value of **your buildings** or **contents** has increased and **your** sums insured are no longer sufficient
- **You** or any member of **your family** receives a conviction or has a pending prosecution for an offence
 - There is no need to tell **us** about driving offences or any offences which are spent under the Rehabilitation of Offenders Act 1974

- Any part of **your home** is going to be used for trade, professional or business purposes. There is no need to tell Paymentsshield about trade, professional or business use if:
 - The trade, professional or business use is only clerical: and
 - **You** do not have staff employed to work from **your home**; and
 - **You** do not have visitors to **your home** in connection with **your** trade, profession or business, and
 - **You** do not keep any business **money** or stock in **your home**

We may re-assess **your** cover and premiums when told about changes in **your** circumstances. If **you** do not tell Paymentsshield about changes, provide full answers and relevant details, give **us** incorrect information, do not answer questions honestly or to the best of **your** knowledge, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalid and **you** may not be entitled to a refund of premium.

3. MISREPRESENTATION

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

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

We may:

- agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge
- reject a claim or reduce the amount of payment **we** make

- cancel or void **your** policy (treat as if it never existed), including all other policies which **you** have with **us** and apply a cancellation charge

Where fraud is identified **we** may also:

- not return any premium paid by **you**
- recover from **you** any costs **we** have incurred
- pass details to fraud prevention and law enforcement agencies who may access and use this information

4. FRAUD

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

- a. Makes any false or fraudulent claim
- b. Makes any exaggerated claim
- c. Makes a claim for loss or damage which the insured or anyone acting on the insured's behalf deliberately caused

we will:

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

We will also notify **you** if **we** will be treating the policy as having terminated. The policy will be terminated with effect from the date of the earliest of any acts set out in (a) – (c) above. In that event, **you** will:

- Have no cover under the policy from the date of termination; and
- Not be entitled to any refund of premium

5. TRANSFERRING YOUR INTEREST IN THE POLICY

You cannot transfer **your** interest in this policy to anyone else without **our** written permission.

6. INDEX LINKING

Your Insurer estimates the rebuild cost of **your home** and the renewal premium will be calculated on the adjusted sum insured. **Your** schedule will show the blanket sum insured which **you** are covered for. The sum insured will be adjusted monthly in line with a recognised index. No additional premium will be required during the current period of insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted sum insured which will be shown in the renewal

schedule. The sum insured will continue to be index linked following loss, destruction or damage during the period required for reinstatement or repair. The most **we** will pay for any claim will be the sum insured shown on **your Policy Certificate**.

CLAIMS CONDITIONS

These are the claims conditions **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not a claim may be rejected or payment could be reduced. In some circumstances **your** policy may be invalid.

When an incident occurs which may result in a claim **you** should also read the information on Making a Claim starting on page 8.

7. WHAT YOU MUST DO

If **you** or **your family** are the victim of theft, riot, a malicious act or vandalism or lose something away from **your home**, tell the police as soon as possible upon discovery and ask for a crime reference number and tell **us** as soon as **you** can. In the case of riot **you** must tell **us** within seven days.

If someone is holding **you** or any of **your family** responsible for an injury or any damage, **you** and **your family** should not admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **you** or **your family** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

- **You** should do all **we** reasonably ask **you** to do to get back any lost or stolen property
- Do not throw away any damaged items before **we** have had a chance to see them

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates of lost or damaged items
- For damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond repair

8. YOUR RIGHTS AND RESPONSIBILITIES

We may need to get into **your** building that has been damaged to salvage anything **we** can and to make sure no more damage happens.

You must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else any payments that have already been made

You must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us we** will advise **you** of **our** requirements, which will be either:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert - their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible

9. OTHER INSURANCE

If **you** claim under this policy for something which is also covered by another insurance policy **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

EXCLUSIONS

APPLYING TO THE WHOLE POLICY

These exclusions apply to all sections of **your** policy. There are additional conditions of insurance particular to the Legal Expenses and Home Emergency sections. This insurance does not cover:

Radioactive contamination	<p>Any claim or expense of any kind caused directly or indirectly by:</p> <ul style="list-style-type: none">• Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel• The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it
War risks	<p>Any loss or damage caused by any sort of war, invasion or revolution</p>
Terrorism	<p>Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism</p> <p>For the purpose of this exclusion terrorism means the use or threat of use of biological, chemical, radiological and/or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government(s) or put any section of the public in fear</p>
Sonic bangs	<p>Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound</p>
Pollution or contamination	<p>Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:</p> <ul style="list-style-type: none">• a sudden unexpected incident; or• oil or water escaping from a fixed oil or water installation; and• which was not the result of an intentional act; and• which occurs during any period of insurance <p>All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place</p>
Rot	<p>Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance</p>
Defects	<p>Any loss or damage caused by or from poor workmanship, poor design or faulty materials</p>
Events before the insurance starts	<p>Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the period of insurance starts</p>
Illegal activities	<p>Any direct or indirect loss or damage to your home or its contents as a result of the property being used for illegal activities</p>

GENERAL EXCLUSIONS

Fraudulent payment	Loss or damage to items where that item is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason
Computer viruses	Loss, damage or liability arising directly or indirectly from computer viruses
Associated claim costs	Your costs in preparing, proving, agreeing or negotiating your claim
Any other costs	Any costs incurred without our approval or permission
Wear and tear	Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration

CANCELLATION RIGHTS

YOUR CANCELLATION RIGHTS

You can cancel **your** policy by calling Paymentsshield on the number shown on **your Policy Certificate** or by writing to Paymentsshield at the address shown on **your Policy Certificate**.

If **you** cancel within the first 14 days **you** may cancel the policy back to the start date without charge with a full refund unless **you** have made a claim during this period.

If **you** wish to cancel the policy after the first 14 days **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** have received cover and there will also be an additional cancellation charge as shown on **your Premium Breakdown**. If **you** have made a claim and **you** choose to cancel **your** policy **you** will not be entitled to a refund of premium. If **you** pay by direct debit and want to cancel **your** policy after making a claim then **you** will need to pay any outstanding premium.

OUR CANCELLATION RIGHTS

We or Paymentsshield may cancel this policy by sending 7 days notice to **your** last known address. **You** will be entitled to a refund of the

premium paid subject to a deduction for the time for which **you** have been covered. If **you** have made a claim, made a misrepresentation or committed fraud, **you** may not be entitled to a refund of premium.

We can cancel **your** policy for any of the following reasons:

- failure to meet the terms and conditions of the policy
- failure to co-operate with **us** when making a claim
- suspected fraud or misrepresentation
- changes to the policy that **we** are unable to cover
- failure to pay the premium or any premium instalments

Where Paymentsshield has been unable to collect a premium payment, they will contact **you** in writing requesting payment by a specific date and informing **you** that if payment is not received by this date **your** policy will be cancelled. **You** will receive a minimum of 7 days from the date of the missed premium to rectify this before cancellation takes place. If Paymentsshield does not receive payment by the specified date, they will write to **you** again notifying **you** that payment has not been received and that cancellation has taken place.

FINANCIAL SERVICES

COMPENSATION SCHEME

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

10th Floor, Beaufort House
15 St Botolph Street
London, EC3A 7QU

0800 678 1100
0207 741 4100
enquiries@fscs.org.uk

WHAT YOU SHOULD DO

IF YOU HAVE A COMPLAINT

Please refer to **your Insurer Schedule** included in **your policy documentation** which outlines the complaints process.

If **you** remain dissatisfied with the response or 8 weeks have elapsed from the date **your** complaint was received, **you** may be eligible to refer **your** complaint free of charge to the Financial Ombudsman. **You** must do so within six months of the final complaint resolution letter.

The Financial Ombudsman can be contacted using the contact details below:

The Financial Ombudsman Service
Harbour Exchange House
Exchange Tower
London
E14 9SR

0300 123 9 123

0800 023 4 567

Complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

FAIR PROCESSING NOTICE

The privacy and security of your information is important to us. This notice explains who the administrator Paymentsshield is, the types of information Paymentsshield hold, how Paymentsshield use it, who Paymentsshield share it with and how long Paymentsshield keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. Paymentsshield will update this notice as required and at least annually (every December). Therefore, it is suggested you revisit this notice every December to keep yourself informed. The terms used in this Fair Processing No

tice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

WHO ARE PAYMENTSHIELD?

Paymentsshield Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services provided to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

WHAT INFORMATION DO PAYMENTSHIELD COLLECT?

To enable Paymentsshield to provide you with the right product or service to meet your needs (or to handle a claim) Paymentsshield will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

Paymentshield may need to request and collect sensitive personal information such as details of convictions or medical history to provide you with the product or service or to process a claim.

Paymentshield only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. Paymentshield will therefore not seek your explicit consent to process this information as it is required by them to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then Paymentshield will be unable to offer you that product or service.

HOW DO PAYMENTSHIELD USE YOUR PERSONAL INFORMATION?

Paymentshield will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

Paymentshield may also take the opportunity to

- Contact you about products that are closely related to those you already hold
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to their websites

Only where you have provided Paymentshield with consent to do so, Paymentshield may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time Paymentshield will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). Paymentshield are fully committed to Ofcom regulations and have strict processes to ensure Paymentshield comply with them.

To ensure the confidentiality and security of the information held, Paymentshield may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

Paymentshield may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

SECURING YOUR PERSONAL INFORMATION

Paymentshield follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

Paymentshield store all the information that you provide to them, including information provided via forms you may complete on their websites, and information which they may collect from your browsing (such as clicks and page views on their websites).

Any new information you provide may be used to update an existing record Paymentshield hold for you.

WHEN DO PAYMENTSHIELD SHARE YOUR INFORMATION?

To help Paymentshield prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. Paymentshield will never make a search that leaves a record on your credit history without informing you first.

Paymentshield may use firms involved in financial management regarding payment.

Paymentshield may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

Paymentshield will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where they have your consent to do so.

The data collected about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Paymentshield or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If Paymentshield provide information to a third party they will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

Paymentshield may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

Paymentshield may also share your information with anyone you have authorised to deal with them on your behalf.

HOW LONG DO PAYMENTSHIELD KEEP YOUR INFORMATION FOR?

Paymentshield will not keep your personal information longer than is necessary for the purpose for which it was provided unless they are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

Paymentshield will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, Paymentshield will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract has ended.

YOUR RIGHTS

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access - You may reasonably request a copy of the information Paymentshield hold about you. [ICO guidance](#)
- Erasure - Where Paymentshield have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). [ICO guidance](#)
- Paymentshield may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. [ICO guidance](#)
- Marketing - If you wish to inform Paymentshield of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from them.

If you are unhappy about the way Paymentshield have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters/>.

Make a note ...

paymentshield.co.uk

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