

Buildings & Contents Insurance

Including Home Emergency Cover
& Legal Expenses Cover



Customer Helpline **Tel: 0345 6011 050**
(DDI 01704 518855)

Claims Helpline **Tel: 0345 6011 060**

Policy Document RSA/PS/035

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Important Note

Cancelling your policy
0345 6011 050

Please note that if **you** cancel **your policy** and do not give **us** advance notice by contacting **us**, then **you** may be liable for paying an additional premium.

Full details of **your** cancellation rights and instructions for how to cancel **your policy** can be found in Sections **R** and **S**.

Policy Document RSA/PS/035



**This Policy Document is also available in
 Braille and Large Print**

About your policy - Understanding and using 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 and use your policy.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 4 to 7 'Policy Definitions'. From now on, whenever a word with a special meaning is used it will be printed in **bold type**.

Your policy is in two parts - the policy wording and the certificate. The policy wording explains what is and what is not covered, how we settle claims and other important information.

The certificate shows the cover selected and the premium. Please keep your certificate with the policy wording.

The day to day administration and servicing of the policy is carried out by Paymentsshield Ltd on behalf of the Administrator.

The Administrator will send you a new certificate whenever you or we make a change to the insurance and each year before the anniversary date so you can check that the cover still meets your needs.

Once you have received your policy you will have 30 days to make sure the cover is exactly what you need. If it isn't, you can send back your documents and ask for the necessary changes to be made. 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.

There are conditions of the insurance that you or your family will need to meet as your part of this contract on pages 35 to 38. The conditions set out the changes in your circumstances that could affect your cover and Section R on page 41 sets out when we would cancel your policy. Please take the opportunity to read these sections.

Remember to keep your sums insured up to date.

If you have selected buildings insurance, you should make sure your sum insured remains adequate to rebuild your home if you extend or make improvements to your home, such as installing double-glazing, adding a fitted kitchen or conservatory. If the sum insured exceeds £300,000 (our standard cover), you will need to opt for Buildings Extra. If the sum exceeds £500,000 (our maximum extra cover) the buildings policy would need to be cancelled.

If you have selected contents and personal possessions insurance, your cover is for replacement as new. Remember to make sure your sums insured remains adequate to replace your contents if you buy new items. Items such as jewellery, articles of precious metal, clocks, watches, paintings, works of art, antiques and stamp, medal and coin collections often change in value. You should make certain that these items are insured for the correct amount at all times. If the sum insured exceeds £50,000 (our standard cover) you will need to opt for Contents Extra. If the sum exceeds £75,000 (our maximum extra cover) the contents policy would need to be cancelled.

If you have any questions please contact Paymentsshield Ltd.

About your policy - Guidance when making a claim

Claim notification

Conditions that apply to the policy in the event of a claim are set out in this policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers;
- Personal details necessary to confirm your identity;
- Policy number;
- The date of the incident;
- The cause of the loss or damage;
- Details of the loss or damage together with claim value if known;
- Police details where applicable;
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries); and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on **policy** liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

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

Preferred suppliers

We take pride in the claims service **we** offer to **our** customers. **Our** philosophy is, where possible, to repair or replace lost or damaged property and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can, **we** offer repair or replacement through a preferred supplier but, on request, **we** agree to pay **you** a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

The insurance contract

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **certificate** make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this **policy** wording:

- For those sections which are shown on **your certificate**;
- For as long as **you** pay the **premium**.

Your part of the contract is:

- **You** must pay the **premium**;
- **You** must comply with all the conditions set out in this **policy**.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the **premium** or **you** may find that **you** do not have any cover.

From time to time for commercial reasons the **Administrator** may decide to change its chosen insurers. Any such change may take place at any time by the **Administrator** cancelling the **policy** (see **section R**) and transferring the insurance cover to a new insurer. The **Administrator** will contact **you** no less than 21 days before **your** current insurance expires with details of the new proposed insurers and terms on which cover may be provided by the new insurer.

Accordingly, in order to ensure continuity of **your** insurance **you** authorise the **Administrators** to cancel **your** existing insurance and transfer **your** data to any new proposed insurer to provide **you** with the replacement cover. When contacting **you** with details of the new insurer and its offer of insurance for **your** consideration the **Administrator** will explain how **you** may revoke this authority and provide details of how **you** may cancel this **policy**, if **you** do not wish to continue **your** **policy** with the new insurer.

Under the laws of the **United Kingdom** (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the **United Kingdom** in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **United Kingdom** in which **you** live.

The language used in this policy and any communication relating to it will be English.

Section A - Policy definitions

(For additional definitions applicable to Home Emergency Cover and Legal Expenses Cover see Section A(1) and A(2))

The special words we use in this policy document are shown in **bold type** with their meanings alongside them.

Wherever these words appear in the policy document they will always have these meanings.

Accidental damage	means visible damage which has not been caused on purpose or inevitably.
Administrator	means Paymentsshield Services Limited.
Buildings	means your home , landlord's fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences, hedges and gates.
Buildings Extra	means an increased level of cover as detailed on your certificate .
Business equipment	means computers, keyboards, visual display units and printers, word processing equipment, desktop publishing units, multi user small business computers, fax machines, photocopiers, typewriters, computer aided design equipment, furniture, furnishings and telecommunication equipment.
Certificate	means the document we sent you that details the cover you have selected under this policy.
Contents	means household goods , personal effects including money up to £250, 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), boats, sailboats, jet skis and other similar items which are water-borne, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except detachable car stereos when left in the home);• Pets and livestock;• Securities and documents;• Mobile telephones;• Any items more specifically insured by any other insurance policy; or• Any item used for your trade or profession except business equipment.
Contents Extra	means an increased level of cover as detailed on your certificate .
Credit Cards	means charge, credit and debit cards all issued in the United Kingdom belonging to you or any member of your family .
Direct debit	means the written or verbal authority you give us which allows us to collect the premium from your Bank or Building Society account.
Domestic staff	means 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.
Electronic Data Download	means non recoverable electronic data, legally downloaded by you or your family from a legitimate website. Electronic Data Downloads does not include software.
Excess	means the first part of the claim which you have agreed to bear.
Family	means your partner and children (including foster children) and any relatives who permanently live with you.
Heave	means upward movement of the ground beneath the buildings as a result of the soil expanding.

Home	means your private dwelling in the United Kingdom as detailed on your certificate which must be constructed with brick, stone or concrete and roofed with slate, tile, metal, asphalt or concrete. This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding within 100 metres of the dwelling used by you .
Household	means your family and domestic staff .
Judgement debtor	means any person legally liable to pay damages and costs to you or any of your household by virtue of a judgement of any court in the United Kingdom .
Landslip	means downward movement of sloping ground.
Money	means cash, currency notes, bank notes, money orders, cheques, postal orders, National Insurance stamps, savings stamps or certificates, premium bonds, travellers cheques, travel tickets, luncheon vouchers, gift tokens, phonecards, prepaid electricity and gas meter cards and any other negotiable security which belong to you and are not used for business.
Negotiable Security	means a security that can be transferred or delivered to another person, such as stocks and shares.
Period of Insurance	means a period of one month from the start date shown on your certificate which will automatically continue for a further month on payment of each monthly premium .
Personal possessions	means clothing, baggage, articles of personal use normally worn, used or carried by you or your family including gold and silver articles, jewellery, spectacles, binoculars and telescopes, mobile telephones, keys, guns, private pedal cycles, furs, sports equipment, timekeeping and photographic 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), boats, sailboats, jet skis and other similar items which are water-borne, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except detachable car stereos); • Pets and livestock; • Securities and documents; • Any item more specifically insured by any other insurance policy; or • Any item used for your trade or profession except business equipment.
Policy	means the statement of cover provided under document referenced RSA/PS/031.
Premium	means the monthly amount you must pay for your cover under the policy .
Proposal	means the application form you have completed (including the direct debit) and any other information you have given to us . This information can be provided in writing, by electronic means or by telephone.
Representative	means the lawyer, accountant or other suitably qualified person who has been appointed by us to act for you .
Sanitary fittings	means 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.
Schedule	means the document we send you which confirms the premiums due under your policy .
Securities	means any document or certificate which is proof of money owed to any of your family .
Settlement	means downward movement of the site caused by the weight of the buildings within ten years of construction.

Start date	means the date on which the period of insurance commences as stated in your certificate .
Subsidence	means downward movement of the ground beneath the buildings other than by settlement .
Sum insured	means the most we can pay for any number of claims caused by one incident.
Type of cover	means either buildings cover , accidental damage to buildings cover , contents cover , accidental damage to contents cover , personal possessions cover , Home Emergency cover , Legal Expenses cover or a combination of these as shown on your certificate .
Underground services	means underground pipes, drains, cables (and their inspection covers) for which you are legally responsible.
United Kingdom	means England, Scotland, Wales and Northern Ireland.
Unoccupied	means 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 slept in frequently.
Valuables	means items composed of precious metal or precious stones, jewellery, watches, furs, curios and works of art, computer equipment, money or portable electrical equipment other than televisions or radios.
You	means the person named on the certificate and their family .
Your	means belonging to you or for which you are legally responsible.
We/Our/Us	means: *Royal & Sun Alliance Insurance plc No. 93792. Registered in England & Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL for all sections except I & J

Section A(1) - Home Emergency Cover

The following defined terms are in addition to the policy definitions in Section A. If a defined term in the policy wording, a word in **bold type**, is not in the list of defined terms in this section, A(1) Home Emergency, then the definition in Section A – Policy definitions 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 Repair	In the opinion of our approved engineer the cost of repair is more than the 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 in 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	The domestic boiler and the central heating system within your home that is powered Heating System 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: a) render the home unsafe or insecure; or b) damage or cause further damage to the home ; or c) cause personal risk to you ; or d) cause a health and safety risk to others.
Home	your private dwelling in the United Kingdom as detailed on your certificate.
Pests	Wasps, hornets, rats and mice
Property	Buildings occupied by you solely for domestic residential purposes, and which are declared on the certificate
Territorial Limits	The United Kingdom
We, Us, Our	The Home Emergency insurer specified in your insurer schedule .

Section A(2) - Legal Expenses Cover

The following defined terms are in addition to the policy definitions in Section A. If a defined term in the policy wording, a word in **bold type**, is not in the list of defined terms in this section, A(2) Legal Expenses, then the definition in Section A – Policy definitions 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"> a) be in writing; b) call itself a Part 36 Offer; c) be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted; d) specify covers the whole claim, part of it, or an issue that arises in it and, if so, which; e) advise whether any counterclaim is factored in.
Property	Your permanent primary residence within the territorial limits .
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.
Territorial limits	Section 1 Personal Injury – Worldwide Section 2 Employment Disputes - United Kingdom , the Isle of Man and the Channel Islands.
We/our/us	Property Guard, a trading name of Motorplus Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE
You/Your	The person named on the certificate , 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: <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; and 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>

Section B - Buildings cover

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

1. The following are insured:		Restrictions:	Exclusions:
a)	Your buildings including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and sanitary fittings .		
b)	Extra costs necessary in restoring the damage by an insured cause to your buildings : <ul style="list-style-type: none"> To pay architects, surveyors and legal fees. To clear debris, demolish buildings or make them safe. To comply with government or local authority requirements. 		Fees for preparing any claim. Any government or local authority requirements known by you but not disclosed to us at the time of making your proposal or amending this insurance.
c)	If your home is made uninhabitable by any insured cause we will pay for: <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 condition including costs for any pets living with you. 	You can only claim up to 15% of the buildings sum insured.	
2. You are insured against loss or damage caused by the following events:		Restrictions:	Exclusions:
a)	Fire, smoke, explosion, lightning or earthquake.	You must pay the excess shown on your certificate .	Loss or damage caused by pollution or contamination. Any damage which occurs gradually.
b)	Riots, civil commotion, labour and political disturbances or strikes.	You must pay the excess shown on your certificate .	
c)	Malicious damage or vandalism.	You must pay the excess shown on your certificate .	Loss or damage caused by anyone lawfully in or within the grounds of your home . Loss or damage occurring after your home has been left unoccupied .

d)	Storm or flood.	You must pay the excess shown on your certificate .	<p>Loss or damage caused by frost.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).</p> <p>Loss or damage caused by penetrating damp or condensation.</p>
e)	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.	You must pay the excess shown on your certificate .	<p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by insects, vermin, birds or pets.</p>
f)	Subsidence or heave of the site on which your home stands or land belonging to it or landslip .	You must pay the excess of £1,000.	<p>Damage caused by coastal or river erosion.</p> <p>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.</p> <p>Faulty workmanship, poor design or the use of defective materials or damage caused by any of them.</p> <p>Damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition or structural changes to your home.</p> <p>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.</p> <p>Damage by the action of any chemicals on or the reaction of chemicals with any materials which form part of the buildings.</p>

g)	<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>You must pay the excess of £250 or the excess shown on your certificate (whichever is the greater).</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.</p> <p>Events where cover is provided under Section B2 (f).</p> <p>Any subsequent subsidence of the buildings following an escape of water.</p>
h)	Theft or attempted theft.	<p>You must pay the excess shown on your certificate.</p>	<p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p>
i)	<p>Damage to your home caused by the attending Emergency Services following damage to your home from any event insured by Section 2a) – 2h).</p>	<p>You can only claim up to 10% of the buildings sum insured.</p>	
j)	<p>Damage to your gardens caused by the attending Emergency Services following damage to your home from any event insured by Section 2a) – 2h).</p>	<p>You must pay the excess shown on your certificate.</p>	
3.	This section also provides the following cover:	Restrictions:	Exclusions:
a)	<p>Accidental breakage of glass, ceramic hobs or sanitary fittings fixed to and forming part of your home.</p>	<p>You must pay the excess shown on your certificate.</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.</p>
b)	<p>Loss or damage to your trees, shrubs, plants, hedges and lawns on the land belonging to your home caused by:</p> <ul style="list-style-type: none"> • fire, smoke, explosion, lightning or earthquake. • riots, civil commotion, labour and political disturbances or strikes • malicious damage or vandalism • theft or attempted theft • impact by any aircraft or anything dropped from them or by any vehicle. 	<p>The most we will pay is £2,000.</p> <p>You must pay the excess shown on your certificate.</p>	<p>Damage by smoke from air pollution.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p>

c)	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.	The normal restrictions shown in this document apply to the contracting purchaser.	
d)	We will pay for the replacement of the lock mechanism or 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 .	The most we shall pay is £750 You must pay the excess shown on your certificate .	Loss or damage occurring after your home has been left unoccupied . Loss or damage by any process of repair or restoration. The cost of repairing mechanical breakdown or loss due to wear and tear.
4.	How much the buildings are insured for:	Restrictions:	Exclusions:
a)	The sum insured for buildings is £300,000 and is the most you can claim for any one loss. Where you have opted for buildings extra , the sum insured is increased to £500,000.		

Section C - Accidental Damage to Buildings

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

1.	The following are insured:	Restrictions:	Exclusions:
a)	Accidental damage to buildings including fixtures, fittings, any part of the structure, ceilings and decorations.	You must pay the excess shown on your certificate .	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 wear and tear, depreciation, anything that happens gradually, mechanical or electrical breakdown.

			<p>Loss or damage caused by pets, insects, vermin, fungus, weather conditions or the effect of light.</p> <p>Loss or damage caused by cleaning, repair or restoration.</p> <p>Loss or damage caused by faulty workmanship or design, or the use of defective materials.</p> <p>Loss or damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition or structural changes to your home.</p> <p>The cost of routine maintenance or repair.</p> <p>Loss or damage caused by wet rot or dry rot.</p> <p>Mechanical or electrical breakdown of any fixed domestic water installation.</p> <p>Damage caused by failure of the household to follow any manufacturers instructions.</p> <p>Loss or damage caused by any event listed in Section B - Buildings Cover and which is specifically excluded under that event.</p>
b)	<p>Accidental breakage to 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>You must pay the excess shown on your certificate.</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 or from poor or faulty design, workmanship or materials.</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>Loss or damage caused by any event listed in Section B - Buildings Cover and which is specifically excluded under that event.</p>

Section D - Liability insurance included in your Buildings cover

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

1.	The following property owners liabilities are insured:	Restrictions:	Exclusions:
a)	<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 material property that is neither yours nor your household's. • Accidental Damage or loss to material property that is neither yours nor your household's arising under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for the home which is now insured under this policy and which you later sell and do not then own or occupy or insure, or by any other private home previously owned by you but not now owned by you. 	<p>We only pay for costs incurred with our written consent. The most we shall pay for a claim is £2,000,000.</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>Your owning or using lifts or vehicles.</p> <p>Any liability arising under the Defective Premises Act or the Defective Premises Act (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>Any agreement or contract which adds any responsibility which would not have existed otherwise.</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>Any responsibility covered by any other policy.</p>

Buildings

How we settle claims

If you wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' on page 40. You should also read the Claims conditions and **Policy** exclusions on pages 37 to 39.

How we settle claims for buildings

1. We will pay for the cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

The amount we will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by our nominated contractor or;
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the repair or replacement is not carried out, we will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage
- The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

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

No allowance will be made for VAT when a cash settlement is made.

2. You must ensure that any **excess** applicable is paid before our preferred suppliers release goods or commence repairs.
3. If **your buildings** have not been kept in a good state of repair or if the **sum insured** at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, we will pay the cost of repairing or replacing the damaged parts of **your buildings** and we will, where appropriate, take off an amount for wear and tear.
4. The most we will pay for any one claim, including fees and related costs, is the amount it will cost us to repair the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the **sum insured** or any limits shown on **your policy**.

We will not pay for:

- Loss of value resulting from repairs to or replacement of damage to **your buildings**;
- Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

5. **Inflation Protection**

The **buildings sum insured** shown on **your certificate** will be adjusted in line with a recognised index.

Please note that if we selected **your sum insured** for you, the **sum insured** shown on **your certificate** will not be adjusted. This includes where you have selected **Buildings Extra** cover. For your protection, we will not reduce **your sum insured** or limits if the index moves down.

Section E - Contents cover

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

1.	The following are insured:	Restrictions:	Exclusions:
a)	Your contents.	If specified on your certificate , the most we will pay for any individual item is £15,000. The most you can claim for any individual item is £5,000	Loss or damage if items are left in a motor vehicle or caravan. Loss or damage caused by insects, vermin, birds or pets.

		<p>unless the item is specified on your certificate.</p> <p>The most we will pay for Valuables is £15,000.</p> <p>You can only claim up to £2,000 per item for jewellery, gold and silver articles, furs, clocks, watches, pictures, other works of art, sculptures and collections of stamps, medals or coins unless they are specified on your certificate.</p> <p>We will require a receipt or original valuation for these items in the event of a claim.</p>	
b)	Medals, coins and stamps not forming part of a collection.	You can only claim up to £250 in total.	Any items left in an unattended motor vehicle or caravan.
c)	Business equipment.	This cover is only included if you or your family work from home.	
d)	Agreed accommodation expenses including storage of property if your home is made uninhabitable by a cause shown in point 2, until your home is restored to normal living condition including agreed accommodation costs for any pets living with you .	The most we will pay is £10,000 and only for the period necessary for reinstatement.	
e)	Accidental damage to landlord's fixtures and fittings.	<p>You must be a tenant.</p> <p>You can only claim up to 10% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	
<p>2. You are insured against loss or damage caused by the following events:</p>			
		Restrictions:	Exclusions:
a)	Fire, smoke, explosion, lightning or earthquake.	You must pay the excess shown on your certificate .	Loss or damage caused by pollution or contamination. Any loss or damage which occurs gradually.

b)	Riots, civil commotion, labour and political disturbances or strikes.	You must pay the excess shown on your certificate .	
c)	Malicious damage or vandalism.	<p>You must pay the excess shown on your certificate.</p> <p>When your home is left without any occupants, or when the occupants retire at night, we will not provide any cover for malicious damage or vandalism at your home, unless the following security condition is met:</p> <ul style="list-style-type: none"> • At least one key operated lock or key operated bolt which is in full working order must be both in place and in use on all the outside doors. For the purposes of this restriction, a lock will be in use when the use of a key is required to open the lock from at least one side. • At least one lock or fastening must be both in place and in use on all the windows and they must be secured fully closed. <p>When the occupants retire at night the locks and fastenings on windows in occupied rooms do not need to be used.</p>	<p>Loss or damage caused by anyone lawfully in or within the grounds of your home.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p>
d)	Storm or flood.	You must pay the excess shown on your certificate .	<p>Loss or damage caused by frost.</p> <p>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).</p> <p>Loss or damage caused by penetrating damp or condensation.</p>
e)	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.	You must pay the excess shown on your certificate .	<p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage caused by insects vermin birds or pets.</p>
f)	Subsidence or heave of the site on which your home stands or land belonging to it or landslip .	You must pay the excess shown on your certificate .	<p>Damage caused by coastal or river erosion.</p> <p>Damage to or resulting from the movement of solid floor.</p> <p>Faulty workmanship.</p> <p>Damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition, repair or structural changes to your home.</p>

g)	<p>Escape of water from 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>You must pay the excess of £250 or the excess shown on your certificate (whichever is the greater).</p>	<p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Damage caused to the installation or appliance that brought about the escape of water.</p>
h)	<p>Theft or attempted theft.</p>	<p>You must pay the excess shown on your certificate.</p> <p>The most we shall pay for any one claim for items which are in the garage or any of the outbuildings belonging to your home is £2,500.</p> <p>The most we shall pay for the unauthorised use of credit cards is £500 (you and your family must keep to the terms and conditions of your card issuer)</p> <p>The most we shall pay for money is £250.</p> <p>When your home is left without any occupants, or when the occupants retire at night, we will not provide any cover for theft or attempted theft at your home, unless the following security condition is met:</p> <ul style="list-style-type: none"> • At least one key operated lock or key operated bolt which is in full working order must be both in place and in use on all the outside doors. <p>For the purposes of this restriction, a lock will be in use when the use of a key is required to open the lock from at least one side.</p> <ul style="list-style-type: none"> • At least one lock or fastening must be both in place and in use on all the windows and they must be secured fully closed. <p>When the occupants retire at night the locks and fastenings on windows in occupied rooms do not need to be used.</p>	<p>Theft if you have lent or let any part of your home unless force and violence is used to enter or leave it.</p> <p>Theft occurring after your home has been left unoccupied.</p> <p>Loss of money or the unauthorised use of credit cards unless force and violence has been used to enter your home.</p> <p>Any money or credit cards held in your home for business, trade or professional purposes</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p>

3.	This Section also covers:	Restrictions:	Exclusions:
a)	The cost of replacing food in a freezer in your home , that has been spoilt by an accidental change in temperature of your freezer .	<p>You must pay the excess shown on your certificate.</p> <p>We will only replace food that has been spoilt by an accidental change in the temperature of your freezer.</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> <p>Loss or damage recoverable under any other insurance.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p>
b)	Loss of or damage to visitors personal possessions while in your home caused by events 2(a) to 2(h)	<p>The most we shall pay for any one claim is £500.</p> <p>You must pay the excess shown on your certificate.</p>	
c)	The cost of replacing the title deeds of your home following loss or damage caused by events 2(a) to 2(h) while they are in your home or in the offices of your mortgage lender , bank or solicitor.	<p>The most we shall pay is £2,500.</p> <p>You must pay the excess shown on your certificate.</p>	
d)	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.	We will pay £5,000 per individual.	<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>
e)	Loss or damage to contents in the open within the grounds of your home caused by events 2(a) to 2 (h).	<p>You must pay the excess shown on your certificate.</p> <p>The most we shall pay is £500</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 if items are left in a motor vehicle or caravan.</p> <p>Pedal Cycles.</p>
f)	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 .	You must pay the excess shown on Your certificate .	<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>

g)	Accidental breakage of mirrors, ceramic hobs in free standing cookers, or glass which forms part of your furniture.	You must pay the excess shown on your certificate .	Breakage while your home has been left unoccupied . The replacement cost of any part of the item other than the broken glass.
h)	We will pay for the replacement of the lock mechanism or 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 .	You must pay the excess shown on your certificate .	Loss or damage occurring after your home has been left unoccupied . Loss or damage by any process of repair or restoration. The cost of repairing mechanical breakdown or loss due to wear and tear.
i)	Accidental loss at your home of metered water or oil from the domestic water or heating system.	You must pay the excess shown on your certificate . The most we shall pay for loss of metered water is £2,000 The most we shall pay for loss of oil is £1,500	Loss or damage occurring after your home has been left unoccupied .
j)	Loss or damage to your shrubs and plants on the land belonging to your home caused by: <ul style="list-style-type: none"> • fire, smoke, explosion, lightning or earthquake. • riots, civil commotion, labour and political disturbances or strikes • malicious damage or vandalism • theft or attempted theft • impact by any aircraft or anything dropped from them or by any vehicle. 	The most we will pay is £1,500. You must pay the excess shown on your certificate	Damage by smoke from air pollution. Loss or damage occurring after your home has been left unoccupied . Loss or damage caused by anyone who is lawfully in or within the grounds of your home .
k)	Electronic Data Download The cost of replacing electronic data downloads following loss or damage to your contents by covers 2(a) to 2(h) or Section F 1(a) if shown on your certificate .	You must pay the excess as shown on your certificate The most we will pay is £1,500.	The cost of remaking or recreating a disc, tape or film. Any data not commercially available at the time of the loss. Damage by any event listed in the Contents Section and which is specifically excluded under that event.
4.	Gift & Religious festival increase:	Restrictions:	Exclusions:
a)	Wedding gifts.	For one month before and one month after the wedding day of any of your family the sum insured for Contents is increased by £3,500.	
b)	Religious Festival.	We will increase the Contents sum insured by £1,500 during the month of the following religious festivals to cover gifts and extra food and drink you buy: <ul style="list-style-type: none"> • Buddhist - Wesak; • Christian - Christmas (Orthodox and Western); • Hindu - Diwali; 	

		<ul style="list-style-type: none"> • Islamic - Eid ul- Adha and Eid ul Fitr ('Id al-Fitr); • Jewish - Passover, Rosh Hashanah and Hanukkah; • Sikh - Vaisakhi (Baisakhi); • And/or any other acknowledged festival. 	
c)	Birthday gifts	We will increase the Contents sum insured by £250 during the month of your birthday or the birthday of any member of your family.	
5.	Where the Contents are insured:	Restrictions:	Exclusions:
a)	In your home.		
b)	In the open within the grounds of your home.	You can only claim up to £500 in total.	<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 if items are left in a motor vehicle or caravan.</p> <p>Pedal Cycles</p>
c)	Anywhere in the United Kingdom when temporarily moved from your home including into any bank, safe deposit, occupied private dwelling or into any building where you are residing or carrying on business.	Loss or damage 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.	<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 removed for more than 90 days.</p> <p>Contents during removal.</p> <p>Loss or damage from theft or attempted theft unless there is forcible and violent entry into or exit from 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>
6.	How much the Contents are insured for:	Restrictions:	Exclusions:
a)	<p>The sum insured for contents is £50,000 and is the most you can claim for any one loss.</p> <p>Where you have opted for contents extra, the sum insured is increased to £75,000.</p>	<p>Money is restricted to £250 and unauthorised use of Credit Cards is restricted to £500</p> <p>Please refer to any specific restrictions for any type of item or type of claim.</p>	

Section F - Accidental damage to contents cover

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

1.	The following are insured:	Restrictions:	Exclusions:
a)	<p>Accidental damage to your contents in your home and in the open within the grounds of your home</p>	<p>If specified on your certificate, the most we will pay for any individual item is £15,000.</p> <p>The most you can claim for any individual item is £5,000 unless the item is specified on your certificate.</p> <p>The most we will pay for Valuables is £15,000.</p> <p>You can only claim up to £2,000 per item for jewellery, gold and silver articles, furs, clocks, watches, pictures, other works of art, sculptures and collections of stamps, medals or coins unless they are specified in your certificate.</p> <p>We will require a receipt or original valuation for these items in the event of a claim.</p> <p>You can only claim up to £250 for spectacles.</p> <p>You must pay the excess shown on your certificate.</p> <p>You can only claim up to £500 for contents in the open within the grounds of your home.</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>Damage to pedal cycles.</p> <p>Damage to mobile phones. Motor vehicles and their accessories.</p> <p>Loss or damage caused by wet rot or dry rot.</p> <p>Loss or damage caused by pets.</p> <p>Mechanical or electrical breakdown.</p> <p>Any damage which occurs gradually.</p> <p>Damage caused by failure of the household to follow any manufacturers instructions.</p> <p>Damage to Business Equipment whilst in use.</p> <p>Loss or damage caused by any event listed in Section E - Contents Cover and which is specifically excluded under that event.</p>

Section G - 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 certificate**.

1.	The following occupiers liabilities are insured:	Restrictions:	Exclusions:
a)	<p>You or your household (or your personal representatives in the event of your death) 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 material property that is neither yours nor your households. 	<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 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.</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>An agreement made by you or your household unless you or your household would have been liable even if you or your household had not made the agreement.</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 (unless they are models). • Animals of a dangerous species. • Any horse for hunting, racing or polo. • Firearms, except airguns or sporting guns. • Lifts which you or anyone in your household own, control or are responsible for. <p>Any responsibility as an employer to anyone employed by any of your household in any trade, profession or business (excluding domestic staff).</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>Any responsibility covered by any other policy.</p> <p>Any claim arising from any business liabilities.</p>
b)	Legal liability for loss or damage to your home or the landlord's fixtures and fittings caused by events in section E points 2(a), 2(d), 2(e), 2(g) and 2(h).	<p>Only applies if you are a tenant of your home.</p> <p>The most we will pay for a claim is 20% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	Loss or damage caused by frost, landslip, subsidence or heave , malicious damage, riots, civil commotion, labour and political disturbances or strikes.
c)	Legal liability for the cost of repairing accidental damage to underground services .	<p>Only applies if you are a tenant of your home.</p> <p>The most we will pay for a claim is 20% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	
d)	Legal liability to pay rent while your home is being restored after being made uninhabitable by any of the risks in section E points 2(a) to 2(h).	<p>Only applies if you are a tenant of your home.</p> <p>The most we will pay for a claim is 20% of the contents sum insured.</p> <p>If you claim under point 1(c) of this section at the same time, the most we will pay for the total claim is 20% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	

e)	<p>You and your household (or your personal representatives if you die) are insured against a judgement debtor failing to meet his full legal obligations resulting from bodily injury, or loss of, or damage to material property in such circumstances that if the judgement debtor had been insured under this section, he would have been entitled to claim from us the amount of his legal liability to you or anyone of your household.</p>	<p>We will pay outstanding damages and costs due to you or your household.</p> <p>Up to £1,000,000 for claims resulting from one accident or series of accidents from any one cause.</p> <p>You must pay the excess shown on your certificate.</p> <p>You must have been awarded damages and taxed costs by judgement of any court in the United Kingdom.</p> <p>The damages and costs must have remained unpaid by the judgement debtor during the three months following the date of the court's award.</p>	<p>Any judgement subject to a pending appeal.</p> <p>Liability if the judgement debtor is you or anyone in your household.</p>
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Contents

How we settle claims

If you wish to claim under this section of your policy please follow the steps detailed in 'How to claim' on page 40. You should also read the Claims conditions and Policy exclusions on pages 37 to 39.

How we settle claims for contents

1.
 - a) Where the damage can be economically repaired we will pay the cost of repair.
 - b) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, we will replace it. If a replacement is not available we will replace it with an item of similar quality.
 - c) Where we are unable economically to repair or to replace an item with an item of similar quality, we will agree a cash payment with you based on the replacement value.
 - d) Where we can offer repair or replacement through a preferred supplier, but instead you request and we agree to pay a cash settlement, then the amount will not normally exceed what we would have paid our preferred supplier.
2. We will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or a suite, or which have a common design or use, which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
3. We will not pay for any loss of value to any item which we have repaired or replaced.
4. You must ensure that any excess applicable is paid before our preferred suppliers release goods or commence repairs.
5. If loss or damage happens and the sum insured is less than the cost of replacing all your contents as new, we will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
6. The most we will pay for any one claim is the amount it will cost us to replace all your contents as new but not more than the sum insured or any limits shown in your policy.

Section H - Personal possessions

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

Each item in points 1. (a) to (g) is insured up to a maximum in total of the personal possessions sum insured shown on your certificate unless a specific restriction applies.

1.	The following are insured:	Restrictions:	Exclusions:
a)	Articles of personal use normally worn or carried including gold and silver articles and jewellery.	<p>You can only claim up to £1,500 per item for jewellery, gold and silver articles unless they are specified in your certificate.</p> <p>We will deduct an amount for wear and tear and depreciation for clothing.</p> <p>We will pay for the cost of replacement of mobile telephones up to a maximum of £250 in any one claim.</p> <p>You must pay the excess shown on your certificate.</p>	<p>Dentures.</p> <p>Musical Instruments.</p>
b)	Furs, other clothing and baggage.	<p>We will deduct an amount for wear and tear and depreciation for clothing.</p> <p>You must pay the excess shown on your certificate.</p>	
c)	Timekeeping and photographic equipment, spectacles, binoculars and telescopes.	<p>You can only claim up to £250 for spectacles.</p> <p>You can only claim up to £1,500 per item for watches unless they are specified in your certificate.</p> <p>We will require a receipt or valuation for these items in the event of a claim.</p> <p>You must pay the excess shown on your certificate.</p>	Contact or Corneal lenses.
d)	Sports Equipment.	You must pay the excess shown on your certificate.	<p>Damage in the course of play.</p> <p>Camping Equipment.</p> <p>Vehicles, watercraft and aircraft.</p> <p>Skiing or underwater equipment whilst in use.</p>

e)	Guns.	You must pay the excess shown on your certificate .	
f)	Keys or electronic locking devices to external door locks of your home . Keys to safes and alarm systems fitted to or located within your home .	We will replace the locks of your home if your house keys are lost or stolen up to £250. We will pay the cost of obtaining replacement keys if your keys are lost or stolen up to £250. You must pay the excess shown on your certificate .	Keys or electronic locking devices to any 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), boats, sailboats, jet skis and other similar items which are waterborne, aircraft, gliders and hang gliders, caravans, trailers or any parts.
g)	Private Pedal Cycles.	Up to £500 per pedal cycle. You must pay the excess shown on your certificate .	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. Loss or damage while the pedal cycle is being used for racing, trial or trade purposes. Loss or damage by theft whilst the pedal cycle is left unattended in any public place without being secured by a locked chain and/or padlock or equivalent device to fixed property. Loss or damage by theft or attempted theft whilst the pedal cycle is left unattended overnight in any public place.
2.	What the items are insured against:	Restrictions:	Exclusions:
a)	Accidental damage or loss inside your home or outside your home occurring anywhere in the United Kingdom , Europe, Mediterranean Islands, Madeira, the Canary Islands and any country which has a coastline on the Mediterranean Sea. The personal possessions are also covered during travel by you or your family elsewhere in the world (up to a maximum of 60 days during any one year of insurance).	The most we will pay for items left in a motor vehicle is £1,000. When your home is left without any occupants, or when the occupants retire at night, we will not provide any cover for theft or attempted theft, malicious damage or vandalism at your home , unless the following security condition is met: <ul style="list-style-type: none"> At least one key operated lock or key operated bolt which is in full working order must be both in place and in use on all the outside doors. 	You are not insured for loss or damage to any property that is not in the care of you or your household . If items are 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. Caused by normal settlement , wear and tear (except for loss or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container).

		<p>For the purposes of this restriction, a lock will be in use when the use of a key is required to open the lock from at least one side.</p> <ul style="list-style-type: none"> At least one lock or fastening must be both in place and in use on all the windows and they must be secured fully closed. <p>When the occupants retire at night the locks and fastenings on windows in occupied rooms do not need to be used.</p>	<p>Caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or restoration.</p> <p>Caused by electronic, electrical or mechanical breakdown, failure or derangement.</p> <p>Caused by faulty manipulation, design, plan, specification or materials.</p> <p>Caused by gradual deterioration or market depreciation.</p> <p>Caused by overwinding and internal damage to watches and clocks.</p> <p>If items are confiscated by any government, public or private authority.</p> <p>Loss or damage while your home is left unoccupied.</p> <p>Loss or damage caused by frost, landslip, subsidence or heave, malicious damage, riot, civil commotion, labour and political disturbance or strike.</p> <p>Loss or damage caused by pets.</p>
3.	Money and Credit Cards	Restrictions:	Exclusions:
a)	<p>You and your family are insured against loss of personal money or the unauthorised use of credit cards occurring anywhere in the United Kingdom, Europe, Mediterranean Islands, Madeira, Canary Islands and any coastline on the Mediterranean Sea.</p> <p>Money or the unauthorised use of credit cards is also covered during travel by you or your family elsewhere in the world (up to a maximum of 60 days during any one year of insurance).</p>	<p>The most we will pay is £250 for money.</p> <p>The most we will pay for the unauthorised use of credit cards is £500.</p> <p>You or your family must report the loss to the police and for credit cards your card issuer within 24 hours of discovery and you and your family must keep to the terms and conditions of your card issuer.</p> <p>You must pay the excess shown on your certificate.</p>	<p>Confiscation, loss of value or loss due to incorrect receipts, payment or accountancy.</p> <p>Loss by deception unless the only deception was someone tricking their way into your home.</p> <p>Money or credit cards held for trade, professional or business purposes.</p> <p>Any loss of money or credit cards from the home whilst it has been left unoccupied.</p> <p>Loss or damage recoverable under any other insurance.</p>

4.	What the items are insured against:	Restrictions:	Exclusions:
a)	The total personal possessions sum insured is shown on your certificate . This is the most we will pay for any one claim.	Please refer to any specific restrictions in sections 1 (a) to (g). If items are lost, stolen or destroyed we will pay for the replacement as new if available or otherwise the nearest equivalent. If the items cannot be replaced we will base our payment on expert opinion of its current value up to the limit of the personal possessions sum insured or any other restriction.	

Personal possessions

How we settle claims

If you wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' on page 40. You should also read the Claims Conditions and **Policy Exclusions** on pages 37 to 39.

1.
 - a) Where the damage can be economically repaired **we** will pay the cost of repair.
 - b) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
 - c) Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
 - d) Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid our preferred supplier.
2. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
3. **You** must ensure that any **excess** applicable is paid before our preferred suppliers release goods or commence repairs.
4. The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your personal possessions** as new but not more than the **sum insured** or any limits shown in **your policy**.

How we settle claims for money and credit cards

1. Where an **excess** applies, this will be taken off the amount of **your** claim.
2. The most **we** will pay for any one claim for **money and credit cards** is the **sum insured** shown in **your policy**.

Section I - Home Emergency cover

This section explains the details of **your** cover if you have selected Home Emergency cover as shown on **your** certificate. In this section of the Policy, **We/Us/Our** means Property Guard, a trading name of Motorplus Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

1.	What is covered:	What is NOT covered:
1.	<p>External Water Supply Pipe 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 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>
2.	<p>Plumbing 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>

<p>3.</p>	<p>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</p>	<p>General servicing and maintenance issues including but not limited to leaf accumulation, build-up of oil, fats or other debris within the drainage system</p> <p>Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete</p> <p>Cesspits, septic tanks, vacuum drainage systems, electric pumps</p> <p>Plumbing and filtration systems for any swimming pools or spa or whirlpool baths</p> <p>Detached outbuildings</p> <p>Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect</p> <p>Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to failure of pitch fibre pipework</p> <p>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</p>
<p>4.</p>	<p>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</p> <p>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</p>	<p>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</p> <p>Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG boilers and dual purpose boilers such as AGAs and Rayburns</p> <p>Maintenance or replacement of fan convactor heaters or heated towel rails or underfloor heating</p> <p>Corrosion or any work arising from hard water scale deposits</p> <p>Removal of sludge or hard water scale from the domestic central heating system</p> <p>Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system</p> <p>Solar powered panels or ground air and water source pumps</p>

<p>5.</p>	<p>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</p>	<p>Your electricity supply meter;</p> <p>Domestic appliances or electrical items with a plug</p> <p>Replacing light bulbs, fuses and any other routine electrical maintenance tasks</p> <p>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</p> <p>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 3 phase electrical systems</p> <p>Electrical wiring or electricians in communal areas of your home</p>
<p>6.</p>	<p>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</p>	<p>General or routine maintenance</p> <p>The breakdown of any gas boiler, fire, central heating or hot water system</p> <p>Temporarily frozen pipes where there is no permanent damage</p> <p>Systems not installed correctly by an appropriately qualified person or which do not conform to any governing Gas Safe regulation or requirements</p> <p>Pipes outside the boundary of your home</p>
<p>7.</p>	<p>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</p> <p>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</p> <p>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</p> <p>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</p>	<p>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</p> <p>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</p> <p>Damage caused by pests</p> <p>Loss of keys to the main property if a duplicate set exists</p> <p>Loss of keys for any outbuilding, garage or shed which is not part of the main home</p> <p>The failure of any internal doors and/or window lock</p> <p>The replacement or repair of electronic units powering garage doors</p>

General conditions applicable to the Home Emergency Section

These conditions are in addition to those specified in 'Section K -General conditions'.

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 the Home Emergency Section

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

Section J - Legal Expenses cover

This section explains the details of **your** cover if **you** have selected Legal Expenses cover as shown on **your** certificate. In this section of the Policy, **We/Us/Our** means Property Guard, a trading name of Motorplus Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Personal injury		
1.	<p>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>
Your Home		
2.a)	<p>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"> 1. disputes over the buying or selling of the property 2. infringement or encroachment of your use, enjoyment or rights over the property 3. 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>
2.b)		

Services and Personal Property

3.	<p>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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Employment disputes

4.	<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"> unfair dismissal; minimum wage disputes; infringement of trade union rights; the right to request flexible working; 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 (worker, self-employed or contractor).</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>
5.	<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"> prior to being charged when dealing with the police or Health and Safety Executive or anybody else with the power to prosecute in a civil action brought against you for compensation under Section 13 of the Data Protection Act 1998 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 (worker, self-employed or contractor)</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>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> <p>maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty;</p> <p>provided all information that HM Revenue and Customs reasonably required.</p>	<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>
<p>8.</p>	<p>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.</p> <p>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.</p>	<p>Any claims in respect of parking or obstruction offences;</p> <p>Where your employment status is not that of an employee (worker, self-employed or contractor);</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>9.</p>	<p>Probate</p> <p>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.</p>	<p>Any claim in respect of a dispute where a will has not previously been made, or concluded, or cannot be traced.</p> <p>The negligent drafting of a will.</p> <p>Any claim relating to a dispute concerning the funeral service of the deceased.</p> <p>Any claim where the financial benefit to you is less than £10,000.</p>

General conditions applicable to the Legal Expenses section

These conditions are in addition to those specified in 'Section K -General conditions'.

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 you 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 the Legal Expenses section

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 **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
 - viii) 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**.

Section K - General conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract.

There are additional conditions of insurance applicable to Section I Home Emergency and Section J Legal Expenses.

If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** might be invalid.

Taking care

Your family 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.

Changes in your circumstances

You must tell the **Administrator** 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** for more than 60 days in a row
- the number of bedrooms in **your home** has changed
- the value of **your buildings** or **contents** has increased and **your sums insured** may no longer be sufficient
- **you** or any member of **your family** receives a conviction or has a pending prosecution for any 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 **us** 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 **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or provide full answers and relevant details, or give **us** incorrect information or do not answer questions honestly or to the best of **your** knowledge, the wrong terms may be quoted, 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**.

Fraud

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

- a) Makes any false or fraudulent claim
- b) Makes any exaggerated claim
- c) Supports a claim by false or fraudulent documents, devices or statements (whether or not the claim itself is genuine)
- d) Makes a claim for loss or damage which the insured or anyone acting on the insured's behalf deliberately caused **we** may:

- 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 with effect from the date of the earliest of any acts set out in (a) - (d) 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.

Transferring your interest in the policy

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

Monthly policies

This is a Monthly contract. We have the right (which we may not use) to continue the policy and collect premiums including administration charges each month. We may vary the terms of the policy (including the premium) and the Administrator may vary the administration charges, providing you with 21 days notice to your last known address before doing so. Your premium (including administration charges) and/or the terms or conditions of your policy will only be changed for the following reasons:

- to make minor changes to your policy wording that do not affect the nature of the cover and benefits, provided such changes make the policy easier to understand;
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting us or your policy;
- to reflect changes to taxation applicable to your policy (including but not limited to insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing your cover, including but not limited to cost increases or reductions caused by changes to the number, length, cost or timing of claims which we as part of our pricing policy have assumed or projected will be made under PaymentsShield Buildings & Contents Insurance;
- to make changes to the cover and benefits provided under your policy including but not limited to changing the policy excesses or the removal or addition of one or more policy exclusions;
- to reflect changes you make to your policy (including but not limited to a change of address or an increase in cover);
- to reflect changes in your no claims history;
- to cover the cost of changes to the systems, services or technology in support of your insurance.

If you decide that you do not want us to continue with the policy and collect the premium each month, as long as you tell us at least 10 days before the next premium is due, we will not collect it.

Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

Other conditions

There are other conditions which relate to any claim you may make and these are shown in Section L under the heading 'Claims conditions'. You should also refer to any conditions shown under individual sections of your policy.

Section L - Special claims conditions

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.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information in Section Q under the heading 'How to claim'.

You should also check the information on 'How **we** settle claims' under the **section** of **your policy** which covers the loss or damage, e.g. **contents, buildings, personal possessions.**

What you must do

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

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must 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 **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, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

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 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** with any information and assistance **we** may 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 or 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.

Where we have asked you for specific information relevant to your claim we will pay for any reasonable expenses you incur in providing us with the above information.

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.

Section M - General exclusions

These exclusions apply to all sections of your policy. This insurance does not cover:

Exclusion:	Meaning:
Radioactive contamination	Any claim or expense of any kind caused directly or indirectly by: <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	Any loss or damage caused by any sort of war, invasion or revolution.
Terrorism	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. 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.
Sonic Bangs	Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
Pollution or contamination	Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by: <ul style="list-style-type: none"> • a sudden unexpected incident, or • oil or water escaping from a fixed oil or water installation <ul style="list-style-type: none"> - and which was not the result of an intentional act, - and which occurs during any period of insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
Rot	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.
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials.

Associated claim costs	Your costs in preparing, proving, agreeing or negotiating your claim.
Any other costs	Any costs incurred without our approval or permission.
Events before the start date	Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the start date .
Date change and computer viruses	<p>Direct or indirect loss or damage caused:</p> <ul style="list-style-type: none"> To equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all. By computer viruses. <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> Equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all. Computer viruses. <p>Equipment includes computers and anything else insured by the policy which has a microchip in it.</p> <p>Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.</p> <p>Microchips include integrated circuits and microcontrollers.</p> <p>Computer viruses include any programme or software which prevents any operating system, computer program or software working properly or at all.</p>
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.

Section N - Duration of the insurance

This is a monthly contract. The **policy** is issued for an initial period of one month from the **start date** shown on your **certificate** and will automatically continue for a further month on payment of each monthly **premium**.

For sections B - H the **premium** charged reflects your no claims history for that month. Therefore if you claim under this **policy** it will affect your entitlement to no claims discount in the calculation of your **premium** from the next monthly **premium** due.

For sections I - J if you claim under these sections on the **policy** your entitlement to no claims discount will not be affected.

Section O - The payment of premiums

Premiums are collected monthly in advance by **direct debit**. The date on which the first **premium** becomes due for payment is shown on the **schedule**.

We can change **your premium** immediately to reflect changes in **your** no claims history.

We can change **your premium** for other reasons by giving **you** 21 days notice in writing.

The **premium** includes Insurance Premium Tax (IPT) at the current rate. If **we** are required by law to increase the level of Insurance Premium Tax or make any other charges, **we** will increase **your premium** from the date any such charges are implemented.

In the event that a **premium** remains unpaid 30 days after the date on which it is due to be paid, cover under this **policy** will be cancelled with effect from the expiry of the last paid period of insurance.

If the payment date changes Paymentsshield will notify **you** 21 days in advance of **your** account being debited or as otherwise agreed.

Any **premiums** or **premium** refunds held by the **Administrator** and/or Paymentsshield Ltd will be held on behalf of the insurers.

Section P – Administration Charge

The **Administrator** reserves the right to apply a monthly administration charge (subject to Insurance Premium Tax) to **your policy**.

Section Q - How to claim

To make a claim for sections B - H

- Check the **policy** and **your certificate** to see whether or not the event is covered.
- If **you** are a victim of theft, vandalism or something is lost or damaged away from **your home**, tell the police first and ask for an incident number. It would be helpful if **you** have an approximate cost to replace or repair the item(s) **you** would like to claim for.
- Telephone the claims helpline on **0345 6011 060** and confirm **your certificate** number.

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

You should not admit fault if **you** are being held responsible for injury or damage. In this instance **you** should send all documents unanswered and without delay to:

Paymentsshield Claim Team, RSA Claims Department, PO Box 21561, Stirling FK7 1AA

We follow the Association of British Insurers Claims Code, copies of which are available on request.

To make a claim for section I - Home Emergency cover

Check **your certificate** and the **policy** booklet to see whether **you** are covered by the **Home Emergency** cover section of the **policy**.

Check that the event **you** want to claim for is covered by phoning the **Home Emergency** helpline shown on your certificate.

We will arrange for a skilled and reliable tradesman, approved by **us**, to get in touch with **you**.

NB. The **Home Emergency** helpline service does not give confirmation of whether or not **you** have cover for any of the loss or damage which has occurred, under **your Buildings and Contents** cover.

To make a claim for section J - Legal Expenses cover

Check **your certificate** and the **policy** booklet to see whether **you** are covered by the **Legal Expenses** cover section of the **policy**.

Check that the event **you** want to claim for is covered by phoning the **Legal Expenses** helpline on **0345 6011 060**, quoting the reference **Home Legal Expenses**.

Helpline services

We offer **you** a range of helpline services. These are available 24 hours a day any day of the year. **You** will need to have **your policy** number available whenever **you** contact the helpline. **You** will find this on **your certificate**.

Home Emergency helpline - 0345 6011 060.

A service 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 this helpline. **We** will arrange for a skilled and reliable tradesman, approved by **us** to get in touch with **you**. **You** will have to pay the tradesman's bill and **you** will require a credit or debit card to use this service. If the loss or damage is subsequently covered under **your Buildings and Contents** cover **you** can claim what **you** paid the tradesman from **us**, but the appropriate **policy excess** will then apply. **You** will also have to pay the tradesman's bill if **you** have used this facility but not selected **Home Emergency** cover.

Telephone Legal Advice Helpline – 0345 6011 060

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK. **We** can also provide Legal Advice on issues arising in member states of the European Union.

To contact the helpline, phone: **0345 6011 060**, quoting the reference **Home Legal Expenses**.

To help **us** monitor **our** service standards, telephone calls to the Helpline may be recorded.

Please do not phone the Helpline to report a general insurance claim. **We** will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

This helpline service is supplied by Property Guard, a trading name of Motorplus Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Section R - Cancellation rights under the policy

If, having examined **your policy**, **you** decide not to proceed **you** have a statutory right to cancel for up to 14 days from the **start date**. However, **we** offer a 30 day cancellation period without charge. If **you** cancel **your** cover more than 30 days after the **start date** **you** may not be entitled to any refund of **premiums**. In order to determine if **you** are eligible for a refund, **you** can write to **us** at the following address: Paymentshield Limited, PO Box 229, Southport, PR9 9WU.

Where we cancel your policy

We can cancel **your** cover with immediate effect, in the event that a **premium** remains unpaid 30 days after the date on which it is due to be paid. Any cancellation of this nature will be effective from the expiry of the last paid **period of insurance**.

Please also refer to the Fraud condition and to the Changes in **your** circumstances condition on page 36 of this **policy**.

Where **we** have identified serious grounds, **we** will contact **you** at **your** last known address and,

where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the **policy** by giving you 30 days notice.

By serious grounds **we** mean:

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this **policy** or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the **policy** **we** will refund **premiums** already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

Section S - How to cancel your policy

To cancel **your** cover, **you** should contact the Paymentsshield Customer Services team on **0345 6011 050**. Alternatively, **you** can write to Paymentsshield in advance at the address shown on **your** **certificate** and **your** cover will end on the date Paymentsshield receive **your** written request.

Important Note

Canceling your policy

Please note that if **you** cancel **your** **policy** and do not give **us** advance notice by contacting **us**, then **you** may be liable for paying an additional premium.

Section T - What you should do if you have a complaint

Sales

If **you** are unhappy with any aspect of the sale of this **policy** or have cause for complaint **you** should initially contact the person who arranged the cover for **you**.

Administration

Paymentsshield Ltd handles complaints regarding general administration on **our** behalf.

If **you** are unhappy with any aspect of the general administration of this **policy** or have cause for complaint **you** should contact the Paymentsshield Customer Services Team by telephone or in writing by letter or email to:

The address is: Paymentsshield Limited, P O Box 229, Southport PR9 9WU

Customer Services Helpline: 0345 6011 050

Email: enquiries@paymentsshield.co.uk

The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers.

If you have a complaint about any aspect of our service, you should contact us in the first instance. If you remain dissatisfied with our response or 8 weeks have elapsed from the date we received your complaint, you may be eligible to refer your complaint to FOS. The contact details for the Ombudsman can be found below:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines) and 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers).

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Claims

For Sections B - H Buildings and Contents cover

If **you** are unhappy about claims handling on the **policy** for **Buildings and Contents** cover **you** should contact the Claims Team by telephone or in writing.

The address is: Paymentsshield Claims Team, RSA Claims Department,
PO Box 21561, Stirling FK7 1AA

Telephone: 0345 026 1132

For Section I - Home Emergency

If **you** are unhappy about claims handling on the **policy** for **Home Emergency** cover **you** should contact:

The Quality Assurance Manager
Motorplus Claims
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

Email: qualityteam@property-guard.co.uk

For Section J - Legal Expenses

If **you** are unhappy about claims handling on the **policy** for **Legal Expenses** cover **you** should contact:

The Quality Assurance Manager
Motorplus Claims
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

Email: qualityteam@property-guard.co.uk

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

Section U - Data Protection Notice

How we use your information

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

Who we are

You are giving your information to Royal & Sun Alliance Insurance plc, Property Guard, UK General Insurance Limited, Great Lakes Reinsurance (UK) SE, Paymentsshield Services Limited and Paymentsshield Ltd. In this information statement, 'we' 'us' and 'our' refers to all of these Companies unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with our agents and subcontractors to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone else except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, we will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

If you wish to receive details of the relevant fraud prevention agencies, please write to us at the following

address: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax, HX3 5WA.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **your policy**, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

How to contact us

If you have questions about the or Paymentsshield's or Paymentsshield's use of personal information, or if you believe our records are inaccurate, you should write to the: Data Protection Officer, Paymentsshield, PO Box 229, Southport PR9 9WU.

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Section V - Underwriting

Sections B - H

The insurance for this section of the **policy** is underwritten by Royal & Sun Alliance Insurance plc which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Registration No. 202323. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 678 1100 (Monday – Friday, 8.30am – 5.30pm) or 020 7741 4100 (Monday – Friday, 8.30am – 5.30pm).

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Section I

The insurance for this section of the **policy** is underwritten by Property Guard, a trading name of Motorplus Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check the details of all of these companies on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 0800 111 6768.

Section J

The insurance for this section of the **policy** is supplied by Property Guard, a trading name of Motorplus Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check the details of all of these companies on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 0800 111 6768.

Section W - Enquiries and assistance

If you have any queries about **your policy** please contact the PaymentsShield Customer Services Team on **0345 6011 050**.

A Guide to Direct Debit Payments

(this section does not form part of the policy conditions)

The premium for **your** policy is collected by monthly Direct Debit from **your** bank account.

We can accept **your** instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction **you** have given to us
- Electronically (if collected by **your** intermediary) or through the internet



The Direct Debit Guarantee

- This Guarantee is offered by all banks and buildings societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of **your** Direct Debit Paymentsshield will notify **you** 10 working days in advance of **your** account being debited or as otherwise agreed. If **you** request Paymentsshield to collect a payment, confirmation of the amount and date will be given to **you** at the time of the request.
- If an error is made in the payment of **your** Direct Debit, by Paymentsshield or **your** bank or building society, **you** are entitled to a full and immediate refund of the amount paid from **your** bank or building society
- if **you** receive a refund **you** are not entitled to, **you** must pay it back when Paymentsshield asks **you** to
- **You** can cancel a Direct Debit at any time by simply contacting **your** bank or building society. Written confirmation may be required. Please also notify us.

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Revision Date: 24.08.16 Asset Code: PP00029