

# Contents Insurance Incorporating Tenancy Liability

Policy wording



# A guide to your policy

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# Useful hints and tips to help you to protect your home

Please read this notice carefully as the advice it contains could help to prevent damage to your home. We're committed to supporting you with practical solutions to help you avoid some of the most common causes of damage.

## Freeze and escape of water

- 1 If you leave your home unattended, leave the heating on low (around 15°C)
- 2 Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency
- 3 Lag pipes in the loft and check that the header and water tanks are insulated\*
- 4 Lag outside water taps to prevent them freezing and pipes bursting\*
- 5 In severe cold weather open the loft hatch to warm the void
- 6 Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest sign of water\*
- 7 If you're going to be away for an extended period, consider draining down your plumbing and heating system, but please do so with professional advice\*

## Storm

- 1 Regularly check the condition of all roofs. In particular check garage, shed and flat roofs for signs of wear and tear, as this is of particular importance in heavy snow with the unexpected additional weight\*
- 2 Keep gutters, gullies and drains clear to carry water away quickly and efficiently. A blocked downpipe with trapped rainwater may crack or shatter in freezing conditions\*
- 3 Consider cutting back low hanging tree branches which could cause damage in high winds\*

**Please note:** Buildings in a sound condition will be able to cope with most weather conditions

## Theft

- 1 The siren box on a burglar alarm will act as a visual deterrent to some extent and dummy sirens can be purchased cheaply. Choose a system that lets off an alarm or one that dials a programmed number such as your mobile phone\*
- 2 It's highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors\*
- 3 Burglars often check convenient locations for a spare key. It's advisable to ensure that keys are not within easy reach of the letter box

## Fire

- 1 A properly functioning smoke detector will alert you in the early stages of a fire, giving as much time as possible to make an escape. Test your detector regularly\*
- 2 Avoid leaving candles unattended or in a place likely to be knocked over
- 3 It's advisable to have extinguishers in the home\*
- 4 Don't fill a chip pan with more than one third of fat or oil. Don't place food in the pan if the fat or oil is giving off smoke
- 5 Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every three years and contain a current safety mark

**Please remember insurance isn't a maintenance contract.**

\*Please always check with your landlord, and get their permission in writing, before carrying out any of these measures, as they may not be your responsibility under the terms of your tenancy agreement.

# Welcome

## Welcome to HomeLet, here's your new policy

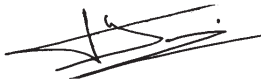
**We** are delighted that **You** chose to become a HomeLet customer and **We** hope **You** are pleased with **Your** policy.

This policy is a contract of insurance between **You** and **Us**, by which **We** agree to cover **You** in respect of the risks set out in the sections and sub-sections of this policy, shown as insured on the Schedule, subject to the terms, conditions and exclusions of this policy and in consideration of **You** paying, or agreeing to pay, the premium.

This policy is made up of a number of documents which must be read together.

**You** should carefully read all documents that **We** have provided and contact HomeLet immediately if this policy does not meet **Your** needs.

This policy has been signed for, and on behalf of, **Us**.



François-Xavier Boisseau – CEO, Insurance  
Ageas Insurance Limited

### Important note

**You** have a duty to disclose any material fact or information that **We** ask of **You** at either inception, renewal, or during the lifecycle of **Your** policy.

Providing **Us** with inaccurate information, or failing to tell **Us** of any change to any information provided, may invalidate the policy or lead to claims not being paid in full, or at all.

Insurance does not cover **Your** property against everything that can happen, so please read through **Your** policy documents carefully to make sure **You** understand what it does and doesn't cover.

If **You** have any queries, please don't hesitate to contact **Us** on 0800 035 8258.

Please keep this policy in a safe place, as **You** may need to refer to it if **You** make a claim.

# How to make a claim

## How to make a claim

If **You** are aware of an **Incident** that might give rise to a claim, or **You** need to make a claim, **You** must do the following as soon as possible:

- call **Our** claims helpline on 0330 333 7230 to report the **Incident**;
- tell the police as soon as reasonably possible if something is lost or if **You** suspect theft or malicious damage;
- take all practical steps to get back any property which has been lost;
- immediately send **Us** any written claim which is made against **You**, and give **Us** full details of any verbal claims made against **You**;
- take reasonable action to protect the property from further loss or damage

**You** must not:

- throw away, get rid of or destroy any items that are damaged, until **We** say so;
- admit or deny responsibility for any **Incident**; or
- negotiate or settle any claims made against **You** by anyone else, unless **We** agree in writing that **You** can

**We** can negotiate, defend or settle, in **Your** name and on **Your** behalf, any claims made against **You**. **We** can also take legal action in **Your** name but, for **Our** benefit, to get back any payment **We** have made under this policy.

It is a condition, precedent to the **Insurer's** liability to pay any claim under this policy, that **You** pay the premium. If **You** do not pay the premium, the **Insurer** will not be liable to pay any claims under this policy.

## Personal legal protection

All claims reported under the Personal legal protection section of **Your** Ageas policy will be handled by **Our** claims administrator who is:

ARAG plc  
9 Whiteladies Road,  
Clifton,  
Bristol,  
BS8 1NN

If **You** or **Your Household** are claiming for legal protection, please phone 0345 122 8930 between the hours of 9am-5pm, Monday to Friday.

Under no circumstances should **You** or **Your Household** instruct a solicitor as **We** will not pay costs incurred without **Our** agreement.

- **We** will take details over the phone and send out a claim form which should be completed and returned
- On receipt of the fully completed claim form **We** will assess the circumstances and make sure that the claim is covered. **We** cannot help if it is more likely than not that the dispute would be lost in court, since it will not be possible to achieve the remedy being sought if that is the case
- On acceptance of a claim **We** will arrange for a solicitor to quickly contact **You** or **Your Household** to progress the case. The solicitor will try to resolve the dispute without delay, however matters cannot always be resolved quickly if the other side is slow to co-operate or a legal timetable is decided by the courts

## How to make a claim (continued)

How we will settle your claim

When settling **Your** claim, **We** have the following options available to **Us** and **We** will decide which is most appropriate:

- repair;
- replace;
- payment

**We** may offer to repair or replace any loss or damage through one of **Our** approved suppliers. However, should **You** prefer to use **Your** own supplier **You** may, providing **You** agree this with **Us** beforehand. Should **You** use **Your** own supplier, any payment made would not normally exceed the discounted amount **We** would have paid **Our** approved supplier. All **Our** repairs are guaranteed for one year.

If **We** decide it is not appropriate to repair or replace **Your Contents**, **We** will send **You** a payment representing:

- the amount by which the **Contents** have gone down in value, as a result of the claim; or
- the estimated cost to repair or replace **Your Contents**; whichever is the lowest

Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the discounted replacement price **We** would normally pay.

If **You** make a claim, **We** may ask for evidence that **You** own the item **You** are claiming for.

**We** may take any outstanding premium from any payment **We** make.

Important

**You** must make sure that the **Maximum Claim Limit** is accurate.

- Under Section 1 - Contents, the **Maximum Claim Limit** must be enough to replace all the **Contents** of **Your Home** with new items of the same, or nearest equivalent, quality and type
- For **Specified Items** of **Personal Belongings, Valuables** or any other **Specified Item**, the amount shown on the **Schedule** must be enough to replace the item as new

When an incident happens:

- if the **Maximum Claim Limit** under any section is less than the current cost of replacing, repairing or rebuilding the property as new; or
- if any amount shown in the **Schedule** for **Personal Belongings, Valuables**, pedal cycles or any other **Specified Item** is less than the current cost of replacing the item as new;

**We** may apply the following:

If, at the time of any loss or damage, the **Contents** sum insured is not enough to replace the entire **Contents** of **Your Home** as new, **We** will proportionally reduce the amount of any claim payment made, by the percentage of under-payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **You** have paid for **Your Contents** insurance is equal to 75% of what **Your** premium would have been, if **Your Contents** sum insured was enough to replace the entire **Contents** of **Your Home** as new, then **We** will pay up to 75% of any claim made by **You**.

If, however, the correct sum insured is shown to exceed **Our** acceptance terms and criteria **We** may refuse to pay **Your** claim.

#### Matching pairs or sets

**We** treat each separate item of a matching pair or set, or set of furniture, soft furnishings or other fixtures and fittings which form part of **Your Contents**, as a single item. However, if **You** make a claim for any damaged item that forms part of a matching set or suite, **We** will contribute 50% towards the cost of replacing any undamaged items which are part of the same set or suite; if a repair or replacement for the damaged item is not available. The full loss of value is not covered by the policy.

#### Matching carpets

If **You** have a matching carpet or other floor covering in more than one room or area, **We** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

#### Protecting sums insured

The **Maximum Claim Limit** under the **Contents** sections will not be reduced if **You** make a claim.

#### Valuations

In the event of the loss of **Valuables** with an individual value of over £2,500 **We** will request a valuation at the claim stage.

The valuation must be no more than five years old and include the following:

- date of the valuation;
- **Your** name and address;
- the name and address of the valuer;
- a full description of the item(s)

# Policy definitions

All through this policy there are certain words printed in bold. These words have special meanings which are shown below.

## Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

## Bedroom

A room used as, or originally built to be, a **Bedroom**, even if it is now used for something else.

## Buildings

The **Home** and fixtures and fittings; garden walls; gates and fences; paths; drives and patios; carports; permanent swimming pools built of brick, stone or concrete; permanently fixed hot tubs or jacuzzis; hard tennis courts and any **Outbuildings**; but not **Garden Items**.

## Business Equipment

Any desktop and laptop computers; keyboards; visual display units; printers; word-processing equipment; desktop publishing units; fax machines; photocopiers; typewriters; computer-aided design equipment; telecommunication equipment (but not mobile phones) and office furniture, that **You** or **Your Household** own and are used for business purposes.

## Computer Viruses

A corrupting instruction from an unauthorised source that introduces itself through a computer system, network or software.

## Contents

Household goods; **Valuables**; **Business Equipment**; **Money**; **Credit Cards** and **Personal Belongings You or Your Household** own, or are legally responsible for, but not:

- a items held or used for business purposes (either totally or partly) other than **Business Equipment**;
- b **Motor Vehicles**, aircraft, caravans, trailers, boats, or any of their parts and accessories;
- c animals, birds, fish or any living thing;
- d interior decorations; and
- e pedal cycles with a value in excess of £500

## Credit Cards

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

## Domestic Employees

A person employed to carry out domestic duties associated with **Your Home** and not employed by **You** in connection with any business, trade or profession.

## European Area

Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean, but not countries of the Russian Federation or former USSR.

## Excess

The amount **You** must pay towards each claim.

## Garage

A structure originally built for storing a **Motor Vehicle** or **Motor Vehicles**.



#### Garden Items

Flowerbeds; hedges; lawns; potted plants; shrubs or trees - outside the **Buildings** but within the boundaries of **Your Home**.

#### Heave

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

#### Home

The property shown at the address in the **Schedule**, the landlord's fixtures and fittings that **You** are responsible for, and the property's **Garages** and **Outbuildings**, all at the same address and all used by **You** for domestic purposes only. If there are no business visitors to the property and no employees, one room may be used as an office. Unless **We** indicate otherwise in the **Schedule**, the main **Building** of **Your** property must be made of brick, stone or concrete, and have a slate, tile, metal or concrete roof.

#### Household

The person **You** are married to, or live with as if **You** were married, **Your** children, foster children and any other person who permanently lives with **You**, including up to two **Sharers**, but not lodgers or any other paying guests.

#### Incident

Any event that might lead to a claim.

#### Landslip

Downward movement of sloping ground.

#### Jewellery

Decorative items that are intended to be worn by **You** or **Your Household**, including rings; precious stones; necklaces; watches; bracelets; chains; earrings; cufflinks; brooches; studs; or ankle chains.

#### Maximum Claim Limit

The most **We** will pay for any one claim under any section (or its extension) as shown in the **Schedule** or this policy booklet.

- The **Maximum Claim Limit**, for Section 1 - Contents, is shown in **Your Schedule** or this policy booklet
- The most **We** will pay for any one claim for **Valuables** is shown in **Your Schedule** or this policy booklet

The limit shown in the **Schedule** or this policy booklet for **Valuables** applies within (not in addition to) the **Maximum Claim Limit** for Section 1 - Contents.

If the limits shown in **Your Schedule** are not enough, please contact HomeLet.

- The **Maximum Claim Limit**, for Section 6 – Personal Legal Protection, is £100,000 including the cost of appeals for all **Incidents** that arise from the same original cause

#### Money

Cash; cheques; gift cards; postal and money orders; National Savings stamps and certificates; unused current postage stamps; gas, electricity, television licence or other service payment stamps; traveller's cheques; travel tickets; season tickets and luncheon vouchers, but not items used for business purposes.

#### Motor Vehicles

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not). This does not include:

## Policy definitions (continued)

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons' buggies, that cannot go over 8 miles per hour, and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles per hour;
- golf trolleys which are controlled by someone on foot

### Outbuildings

Unless **We** agree otherwise in writing, these are sheds, greenhouses and other structures, but do not include:

- **Garages;**
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **Home**, unless **We** agree otherwise in writing

### Period of Insurance

The period of time covered by this policy, as shown in **Your Schedule** or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

### Personal Belongings

Items worn, used or carried by **You** or **Your Household** in daily life, but not **Money**, **Credit Cards** or items held or used for business purposes.

### Proposal Form and Statement of Insurance

The proposal form **You** signed, or the statement of insurance that contains information **You** gave **Us**, and any other information **You** gave **Us**. This includes information given on **Your** behalf.

### Schedule

The document that should be used in conjunction with **Your** policy wording and shows, but is not limited to, **Your** policy details and cover limits.

**We** issue a **Schedule** with each new contract of insurance, when **You** renew the policy and when **We** change the policy cover.

### Secured

- Outside doors are fitted with five-lever locks
- The windows can be locked with keys
- Up-and-over doors can be locked with keys
- Double doors can be locked with keys, and mortice bolts are fitted at the top and bottom of one of the doors
- **You** maintain the locks and bolts in full working order
- **You** use the locks and bolts at night, when nobody is in the **Home** and when the **Home** is **Unoccupied**
- **Outbuilding** doors are fitted with a padlock or other key-operated security device; **Outbuilding** windows are closed or sealed
- **Garage** doors are fitted with a padlock or other key-operated security device; **Garage** windows are closed or sealed

#### Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings**.

#### Sharer

**Tenants** living permanently in **Your Home** with **You**, as stated in **Your** written tenancy agreement.

#### Specified Items

Items that have been individually identified to **Us** and are shown in **Your Schedule**.

#### Storm

Strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain or snow alone does not constitute **Storm**, unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

Extreme rain or snow is:

- 25mm/1 inch or more of rain over a one hour period, or a proportionate amount over a shorter time; and
- 30cm/12 inches or more of snow within a 24 hour period (or less)

#### Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

#### Tenant

Any person who holds a contractual or an assured shorthold tenancy agreement with the landlord of **Your Home** or his/her representatives, but not lodgers, exchange students or any other paying guests or **Domestic Employees**.

#### Unfurnished

A **Home** without enough furniture for someone to live in it.

#### Unoccupied

A **Home** not lived in, or not intended to be lived in, for more than 30 days in a row. Regular visits to the **Home** or occasional overnight stays do not represent a break in this period.

#### Valuables

**Jewellery**; articles made from gold, silver and other precious metals; clocks; watches; furs; photographic equipment; binoculars; telescopes; musical instruments; collectors' items; pictures and other works of art; rare and unusual figurines and ornaments; curios; guns; collections of stamps, coins or medals.

#### Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which, by their nature, cause harm, damage or carry disease.

# Policy definitions (continued)

**We, Our, Us**

The **Insurers** as defined below:

**Your** policy is administered by HomeLet on behalf of the **Insurers** listed below:

The Insurers	Proportion
<p>Ageas Insurance Limited  Registered No 354568  Registered in England and Wales  Registered office address:  Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh,  Hampshire, SO53 3YA  www.ageas.co.uk  Member of the Association of British Insurers  Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority:  Financial Services Register No 202039.</p>	<p>50%</p>
<p>Propgen Insurance Limited  Registered No C37777  Registered in Malta  Registered office:  The Hedge Business Centre, Level 3, Triq Ir-rampa Ta' San Giljan,  Balluta Bay, St. Julians, Malta, STJ 1062 Propgen Insurance Limited is authorised by the Malta Financial Services Authority.</p>	<p>50%</p>
<p>With the exception of covers 11) Public and Personal Liability and 12) Liability for Domestic Employees of Section 1 and Section 6: Personal Legal Protection, which are underwritten by Ageas Insurance Limited.</p>	<p>100%</p>

**You, Your**

The person or people shown in the **Schedule** as the policyholder.

## Legal and business helpline services

**You** are entitled to the following helpline services if **You** have taken out cover under Section 6 – Personal Legal Protection. To help **Us** to check and improve our service standards, calls are recorded.

Personal legal advice: 0345 122 8931

This helpline is available 24 hours a day, 365 days a year to provide confidential legal advice over the phone on personal legal problems; under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

UK tax advice: 0345 122 8931

This helpline is available, between 9.00am and 5.00pm from Monday to Friday, to provide confidential advice over the phone on UK personal tax law.

Legal services website (only available if the legal expenses section is shown as operative on **Your Schedule**)

Register today at <http://www.araglegal.co.uk> and enter the voucher code X1232KC79BB5.

On registration **You** will be able to create a password to download legal documents that can assist **You** with the day to day issues that affect **Your** activities.

Please do not phone the helpline service numbers to report an insurance claim.

The helpline services are provided on **Our** behalf but not by **Us**. **We** take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of **Us** and the helpline service provider.

# Policy conditions

## 1) Your contract of insurance

Your policy is based on the **Statement of Insurance**, or the **Proposal Form** and declaration, this policy booklet and the **Schedule**.

When **You** arranged this insurance:

- **You** gave **Us** information which is shown on the **Statement of Insurance**; or
- **You** signed a declaration on the **Proposal Form** to say that the information on the form, and any other information **You** have given **Us**, is true and accurate as far as **You** know

The insurance will not be valid if:

- any information **You** have given **Us** is not true and accurate  
or
- **You** do not keep to the conditions of the policy

**You** cannot make a claim if the insurance is not valid.

## 2) The law that applies

Unless **We** have agreed differently with **You** in writing, this contract will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey, in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## 3) Rights of third parties

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

## 4) Changes

**Your** policy is based on the answers on the **Statement of Insurance** (or given on **Your Proposal Form**). **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise of a change to **Your** answers may mean **Your** policy is invalid and claims may not be paid.

Please remember that if **You** do not tell **Us** about changes, it may affect any claim **You** make. These changes may result in a change to **Your** premium and/or **Excess**.

## 5) Precautions

**You** must take care to:

- take steps to keep **Your Home** and **Contents** in a good state of repair; and
- avoid or limit any loss, damage to **Your Contents** or injury to those living in or visiting **Your Home**

## 6) Cooling off period

During the first **Period of Insurance**, **You** have a right to cancel this policy within 14 days of:

- receipt of the policy wording and **Schedule**; or
- the inception date of this policy;

whichever is the later, by contacting HomeLet or alternatively by contacting **Us** to confirm cancellation.

Cancellation will take effect no earlier than the date on which HomeLet or **We** receive **Your** cancellation instructions. Provided no claim has been made and there has been no incident known to **You** prior to cancellation which may give rise to a claim, **You** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **We** can deal with the claim.

## 7) Cancellation

**You** may cancel this policy at any time by contacting HomeLet or alternatively by contacting **Us** to confirm cancellation.

In addition to the right to cancel under more specific conditions, **We** also have the right to cancel this policy at any other time by sending 14 days' notice\* in writing to **Your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- a change to the risk which makes it one **We** would not normally accept
- **You** failing to co-operate with or provide information to **Us** which affects **Our** ability to underwrite the risk

In this respect, **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period, provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made, **We** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- there has been an incident known to the **Insured** which may give rise to a claim; or
- the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid

\*If the premium is payable by instalments and a payment is not made, HomeLet reserves the right to automatically cancel **Your** policy following any effort made by **Us** to contact **You** to bring the payments up to date. HomeLet will give **You** up to 14 days' notice of this cancellation

## 8) Other insurances

If **You** have any other insurance policies that cover the same loss, damage or liability as this policy, **We** will only pay **Our** share of any claim.

## 9) Fraudulent claims

**We** will not pay for any claim that is in any way fraudulent or exaggerated, or if **You** or anyone acting for **You** uses fraud to get benefits under the policy. If **You** do, **We** will cancel the policy and **We** will not refund any premiums.

## 10) Data protection notice

Please refer to the data protection notice on pages 42 and 43, which contains important information about **Our** use of **Your** personal details. Please make sure that **You** read the data protection notice carefully.

By taking out this insurance policy, **You** confirm that **We** may use **Your** personal information in this way. As the terms of the data protection notice will also apply to anyone else insured under **Your** policy, **You** should also show the data protection notice to anyone else whose name **You** give to **Us** in connection with **Your** policy.

## 11) Index-linking

If **You** have requested a specific sum insured amount for **Contents** cover on which to base **Your** premium, **We** will change the **Maximum Claim Limit** each month. **We** will assess it each year on the renewal date. The change will be in line with the published Consumer Durables Index for **Contents** cover.

The amended **Maximum Claim Limit** and the renewal premium will be shown in **Your** renewal notice. **We** will not reduce these limits if an index value reduces, unless **You** ask **Us** to do so.

If **You** have not requested a specific sum insured amount for **Contents**, index-linking will not apply.

## 12) Language

The contractual terms and conditions, and other information relating to this contract, will be in the English language.

# General policy exclusions

## The policy does not cover the following:

- Any loss or damage (including related cost or expense), caused by any act of terrorism, no matter whether any other cause or event contributes at the same time, or in any other order to the loss or any action to control or prevent terrorism

For the purpose of this exclusion, terrorism means using or threatening to use:

- force or violence (or both);
- biological, chemical or nuclear force

The act must be carried out by any person or group of people, whether acting alone, or on behalf of, or in connection with, any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public, or any section of the public, in fear.

However, losses caused by or resulting from riot, strike, civil commotion and malicious damage are not excluded.

- Loss, damage, injury or legal liability, directly or indirectly caused by, or contributed to by:
  - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
  - riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of, or in connection with, any political organisation;
  - property being confiscated or detained by customs or other officials;
  - pressure waves caused by aircraft and other flying objects travelling at any speed;
  - ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
  - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment, or nuclear part of that equipment; or
  - war, invasion, revolution or any similar event
- Pollution or contamination by any substances, forces or emissions (such as radiation), or organisms, or any combination of them, if the pollution or contamination:
  - did not happen suddenly;
  - was the result of an intentional act;
  - was expected or should have been expected;
  - happened before the policy started; or
  - is not reported to **Us** as soon as possible, and within 30 days of the end of the **Period of Insurance** in which it happened
- Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured)  
This includes, but is not limited to, the following:
  - loss of earnings, travel costs, loss assessor fees, the cost of preparing a claim, compensation for stress and/or inconvenience
- Property more specifically covered by another policy of insurance
- Any criminal or deliberate act by **You** or **Your Household** (other than an Incident covered by Section 6 - Personal Legal Protection)
- Any reduction in the market value of any property following its repair or reinstatement
- Any loss, damage, injury or accident that commenced before this policy came into force
- Loss or damage consisting of wear and tear or gradual deterioration



# Section 1 - Contents

## What we'll pay for

**Your** and **Your Household's Contents** are covered when they are:

- in the **Buildings** of the **Home**; and
- in the open but within the boundary of the **Home**

The most we will pay

The **Contents** are covered up to the **Maximum Claim Limit** shown in the **Schedule** when in the main **Building** of **Your Home**. However, the following limits apply:

Valuables

- The most **We** will pay for any one claim is £10,000
- The most **We** will pay for any one item is £2,500

Business equipment

- The most **We** will pay for any one claim is £5,000
- The most **We** will pay for any one item of **Business Equipment** is £2,000

Contents in the open (but within the boundary of your home)

- The most **We** will pay for any one claim is £500

Money

- The most **We** will pay for any one claim is £500

Credit cards

- The most **We** will pay for any one claim is £200

Deeds and documents

- The most **We** will pay for any one claim is £2,500

Metered oil or water

- The most **We** will pay for any one claim is £2,000

Mobile phones

- The most **We** will pay for any one claim is £300

## What we won't pay for

The **Excess** shown in the **Schedule** for every **Incident**. Anything more specifically insured in another part of this policy.

Any amount above the amount shown in the **Schedule** or this policy booklet.

# Section 1 - Contents (continued)

## What we'll pay for

- 1) Fire or smoke, explosion, lightning or earthquake.
- 2) Riot, civil commotion and labour, or political, disturbances and strikes.
- 3) Malicious damage.
- 4) The **Buildings** being hit by:
  - aircraft or other flying objects or anything dropped from them;
  - fireworks;
  - vehicles, trains or trams;
  - falling aerials, masts or satellite dishes;
  - falling trees or branches;
  - animals or birds; or
  - lamp posts or telegraph poles
- 5) **Storm** or flood.
- 6) **Subsidence** or ground **Heave** of the site **Your Home** stands on, or **Landslip**.

## What we won't pay for

- 1) **The Excess.**  
Scorching, singeing, melting, or damage caused by smoke that happens gradually over a period of time.
- 2) **The Excess.**  
Loss or damage that is not reported to the police within seven days.
- 3) **The Excess.**  
Malicious damage caused:
  - by **You** or **Your Household**;
  - by a person lawfully allowed to be in **Your Home**;
  - when **Your Home** is **Unoccupied** or **Unfurnished**; or
  - by **Computer Viruses**
- 4) **The Excess.**  
Loss or damage caused by domestic animals, birds or pets.  
  
The cost of cutting down, all or part of, a fallen tree and taking it away, unless the fallen tree has also damaged **Your Contents**.  
  
Damage caused by cutting down all or part of a tree.
- 5) **The Excess.**  
**Storm** or flood damage to property away from **Your Home** and not in a **Building**.  
  
Loss or damage that happens gradually over a period of time.  
  
Loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.
- 6) **The Excess.**  
Loss or damage caused by:
  - the sea or river wearing away the land;
  - faulty design or construction of the **Buildings** or their foundations;
  - demolishing, altering or repairing the **Buildings**; or
  - the foundations of the **Building** or the materials from which they are built shrinking or expanding

## What we'll pay for

### 7) Escaping water.

Water leaking from any fixed domestic water or drainage installation; heating installation; washing machine; dishwasher; water bed; fish tanks; refrigerator or deep freeze cabinet.

### 8) Theft or attempted theft.

The most **We** will pay for any one claim for theft of **Contents** from an unsecured **Outbuilding** or **Garage** is £500.

The most **We** will pay for any one claim for theft of **Contents** from a **Secured Outbuilding** or **Garage** built of brick, stone or concrete, and kept in good repair is £2,500.

## What we won't pay for

Loss or damage for which compensation is provided by contract or legislation.

Damage that started before this policy came into force.

### 7) The **Excess**.

Loss or damage:

- to the fixed domestic water or heating system itself;
- when the main **Building of Your Home** is **Unoccupied** or **Unfurnished**;
- that has been happening gradually over a period of time while **You** and/or **Your Household** have been living in **Your Home**; or
- caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on

### 8) The **Excess**.

Theft or attempted theft:

- by deception, unless entry only is gained by deception;
- unless force causing damage to the main **Building of the Home** was used to get into or out of the **Building**;
- by **You** or any member of **Your Household**, **Domestic Employees**, lodgers, paying guests or **Tenants**;
- when **Your Home** is **Unoccupied** or **Unfurnished**;
- when **Your Home**, or any part of it, is sublet to or occupied by someone who is not a member of **Your Household**, unless force causing damage to the main **Building of the Home** was used to get in or out of the **Building**;
- if the total value of all **Jewellery** in **Your Home** exceeds £5,000, unless the **Jewellery** and watches are kept in a locked safe when not being worn or carried by **You** or **Your Household**

# Section 1 - Contents (continued)

## What we'll pay for

9) Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.

10) Accidental loss of metered water or oil in domestic heating systems.

The most **We** will pay is £2,000.

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit** for **Contents**.

11) Public and personal liability.

**We** will pay all amounts **You** or a member of **Your Household** legally have to pay, for causing:

- death, bodily injury, illness or disease; or
- loss of, or damage, to property;

which is caused by an accident happening during the **Period of Insurance** and arising:

- from **Your** occupation (but not ownership) of the **Buildings**;
- in a private role not connected with owning the **Buildings**; or
- from the employment by **You**, or **Your Household**, of **Domestic Employees**

The most **We** will pay under this section for any one claim, or series of claims arising from one cause, is £2,000,000, plus any costs and expenses **We** agree in writing.

If **You** die, **We** will indemnify (protect) **Your** legal representative against **Your** or **Your Household's** liability.

## What we won't pay for

9) The **Excess**.

Loss or damage to the fixed domestic oil-fired heating system itself.

Loss or damage that has been happening gradually, over a period of time, while **You** and/or **Your Household** have been living in **Your Home**.

10) The **Excess**.

Loss while the **Home** is **Unoccupied** or **Unfurnished**.

11) The **Excess**.

Death, bodily injury, illness or disease suffered by **You**, **Your Household** or a **Domestic Employee**.

Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to **You** or **Your Household**.

Liability arising out of owning, using or possessing any:

- mechanically powered or **Motorised Vehicles**, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over eight miles per hour and which are not licensed for road use, and pedestrian-controlled models or toys that cannot go over eight miles per hour;
- aircraft, except model aircraft that have a wing span of less than ten feet;
- gliders, hang-gliders and microlights;
- hovercraft, boards or any other craft or equipment designed for use in, or on, water, other than pedestrian-controlled models or toys and hand or foot-propelled boats;
- caravans, horse boxes, trailers or trailer tents;
- firearms, except legally held sporting guns used for sporting purposes;

## What we'll pay for

### 12) Liability for **Domestic Employees**.

**We** insure **You** against **Your** legal liability for all amounts **You** have to pay for accidental bodily injury, which happens to any of **Your Domestic Employees** during the course of their work, or which is caused by **You** during the **Period of Insurance**.

Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.

The most **We** will pay for any one claim, or series of claims arising from one cause, is £10,000,000 plus any costs and expenses **We** agree in writing.

## What we won't pay for

- animals - however, **You** are insured for domestic dogs, except those specified under Section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or

- lift (other than a stairlift) **You** own or **You** are responsible for maintaining

Injury or damage arising from:

- a direct, or indirect, result of an assault or alleged assault;
- any deliberate or malicious act;
- hunting;
- racing of any kind, except on foot; or
- **Your** business, trade, profession or employment

Any claim where **You** would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.

Liability arising from any disease or virus that **You** pass on to another person.

Any liability **You** have under a contract, unless **You** would have had that liability without the contract.

Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.

Any amount above the amount shown in the **Schedule**.

## Section 1 - Contents (continued)

### What we'll pay for

#### 13) Unpaid damages.

**We** will pay the unpaid amount of any award made, in **Your** favour, for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.

**We** will pay the amount if:

- a **You** have not received full payment within three months of the date of the award;
- b the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands;
- c **You** would have had a valid claim under cause 12, page 19, of this policy if the award had been made against **You**; and
- d there is not going to be an appeal

After **We** have made a payment, **We** may enforce **Your** rights against the person who should have made the payment (in this case, **We** will keep any amounts **We** get back).

The most **We** will pay for any one claim, or series of claims arising from one cause, is £2,000,000 plus any costs and expenses **We** agree in writing.

### What we won't pay for

#### 13) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

## What we'll pay for

### 14) **Contents** temporarily removed.

**Your Contents** are covered for loss or damage, as a result of causes 1 to 9 of this section, when they are temporarily removed from **Your Home** but within the United Kingdom, the Isle of Man or the Channel Islands.

However, for theft of **Your Contents** (excluding **Money**), the theft must be from:

- any bank or safe deposit, or while **You** or any member of **Your Household** are taking the items to or from the bank or safe deposit;
- a home or a building **You** or **Your Household** are working or living in temporarily; or
- any other building if there are visible signs that force or violent means were used to get into or out of the building

**Money** is covered away from **Your Home** only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.

The most **We** will pay for any one claim is £10,000.

This cover is provided within (not in addition to) the **Maximum Claim Limit** for **Contents**.

### 15) Rent and alternative accommodation.

If **You** cannot live in **Your Home** because of damage to **Contents** insured under this section:

- **We** will pay the reasonable cost of necessary alternative accommodation for **You**, **Your Household** and **Your** domestic pets, until **You** can live in **Your Home** again; and
- **We** will also pay any rent **You** are liable to pay under **Your** tenancy agreement while **You** are not living in **Your Home**

The most **We** will pay in any one **Period of Insurance** is £10,000.

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit** for **Contents**.

## What we won't pay for

### 14) The **Excess**.

Loss or damage:

- to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- by **Storm**, flood or malicious damage to items not in a building;
- in halls of residence or student accommodation;
- to any item taken out of **Your Home** to sell, display or exhibit;
- during removals; or
- from a caravan, mobile home or motor home

Any amount above the amount shown in the **Schedule**.

### 15) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

# Section 1 - Contents (continued)

## What we'll pay for

### 16) Replacement locks and keys.

**We** will pay the cost of replacing and installing locks on outside doors, following the accidental loss or theft of **Your** keys, if **You** are responsible for the replacement of the locks under **Your** tenancy agreement.

The most **We** will pay for any one claim in the event of theft is £1,000 only.

The most **We** will pay for any one claim in the event of loss is £200 only.

This cover is provided within (not in addition to) the **Maximum Claim Limit** for **Contents**.

### 17) Household removal.

If **Your Contents** are professionally packed and carried, **We** will insure **You** against loss or damage to the **Contents** while they are:

- being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between **Your** old address and **Your** new address;
- on their way to or from a furniture depository; and
- being loaded or unloaded

### 18) Fatal injury.

If **You** or any member of **Your Household** have a fatal injury:

- caused by a fire in **Your Home**; or
- as a result of an assault in **Your Home**; **We** will pay £5,000 for the person who dies, but only if they die within 12 months of the fire or assault

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit** for **Contents**.

## What we won't pay for

### 16) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

### 17) The **Excess**.

Loss of or damage to:

- glass or other fragile items; or
- property in storage or in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions)

### 18) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.



## What we'll pay for

### 19) Shopping in transit.

Loss of or damage to food and other items while **You** are bringing them to **Your Home** from the shop or shops where **You** bought them.

The most **We** will pay is £400.

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit** for **Contents**.

### 20) Tenant's home improvements.

**We** will pay for loss of or damage to interior decorations and any **Home** improvements **You** have paid for, as long as this loss or damage is as a result of any of the causes covered in this section and **You** are responsible for the damage under the terms of **Your** tenancy agreement. The most **We** will pay in any one **Period of Insurance** is £1,000. This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit** for **Contents**.

### 21) Loss or damage to downloaded data.

**We** will pay for loss or damage covered under this section to non-recoverable electronic data that **You** or a member of **Your Household** have legally downloaded. If **You** make a claim for downloaded data **We** will ask **You** for proof that **You** downloaded this data.

The most **We** will pay in any one **Period of Insurance** is £1,500.

This cover is provided within (not in addition to) the **Maximum Claim Limit** for **Contents**.

## What we won't pay for

### 19) The **Excess**.

Loss or damage caused by theft or attempted theft from an unattended **Motor Vehicle** or where a **Motor Vehicle** is stolen, unless:

- the item is kept in a locked, covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are activated; or
- there is evidence that forcible and violent entry took place

Any amount above the amount shown in the **Schedule** or this policy booklet.

### 20) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

### 21) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

## Section 1 - Contents (continued)

### What we'll pay for

#### 22) Wedding and civil partnership ceremonies.

The **Maximum Claim Limit** under this section is increased by 10% for 30 days before **You** or any member of **Your Household's** wedding day or civil partnership ceremony, to cover gifts and the cost of items bought for the ceremony. During this period, **We** will insure the gifts against loss or damage when they are:

- in **Your Home**; or
- in the building where the wedding or civil partnership ceremony reception is held; or
- being transported between **Your Home** and the reception

This increase will only affect the **Maximum Claim Limit** and does not increase any other limits shown in the policy or **Schedule**.

#### 23) Birthday, anniversary & christening increase.

The **Maximum Claim Limit** under this section is increased by 10% for any member of **Your Household's**:

- birthday; or
- wedding and civil partnership anniversary; or
- christening

30 days before the above mentioned events to cover gifts purchased for members of **Your Household**.

This increase will only affect the **Maximum Claim Limit** and does not increase any other limits shown in the policy or **Schedule**.

#### 24) Religious festival increase.

The **Maximum Claim Limit** under this section is increased by 10% during the month of **Your** religious festival, to cover gifts and extra food and drink bought for the religious festival.

This increase will only affect the **Maximum Claim Limit** and does not increase any other limits shown in the policy or **Schedule**.

### What we won't pay for

#### 22) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

#### 23) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

#### 24) The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

## What we'll pay for

### 25) Guests' **Personal Belongings**.

**We** will cover **Your** guests' and visitors' **Personal Belongings**, while in **Your Home**, for the causes 1 to 9 listed on the previous pages, if they are not insured under any other policy.

The most **We** will pay is £2,500.

This cover is a separate benefit provided in addition to (not within) the **Maximum Limit for Contents**.

### 26) **Accidental Damage** to televisions sets (and their aerials); satellite receivers or decoders; radios; audio equipment; video recording equipment; DVD players and games consoles capable of playing DVDs; or desktop personal computers.

### 27) **Accidental Damage** in **Your Home** to:

- fixed glass in furniture (but not glass in pictures or clocks);
- glass shelves;
- glass tops to furniture;
- fixed glass in mirrors; or
- ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers

## What we won't pay for

### 25) The **Excess**.

Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages.

Loss or damage if any item is insured under any other policy.

Any amount above the amount shown in the **Schedule** or this policy booklet.

### 26) The **Excess**.

Damage:

- to items designed or intended to be hand-held, carried or portable; including e-readers; smartphones; netbooks; tablet computers; MP3 players; satellite navigation systems and laptop computers;
- to musical instruments;
- to television sets, caused whilst using electronic gaming equipment;
- to records; compact discs; computer disks; cassette tapes; DVDs or other data storage devices;
- consisting of scratching or denting;
- caused by **Computer Viruses**
- caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item;
- consisting of wear and tear or deterioration;
- caused by electrical or mechanical breakdown;
- from light, or atmospheric or climatic conditions; or
- when **Your Home** is **Unoccupied** or **Unfurnished**

### 27) The **Excess**.

Loss or damage consisting of scratching or denting. When **Your Home** is **Unoccupied** or **Unfurnished**.

## Section 1 - Contents (continued)

### What we'll pay for

28) Damage to food and drink in any refrigerator or deep freezer caused by:

- a rise in temperature; or
- contamination by refrigerant or refrigerant fumes

The most **We** will pay is £1,000.

This cover is provided within (not in addition to) the **Maximum Claim Limit** for **Contents**.

29) Garden cover.

**We** will pay for loss or damage caused to hedges, lawns and plants that **You** own, which are outside the **Building** but within the boundaries of the **Home**, by any of the following:

- theft;
- fire, lightning or explosion;
- **Storm** or flood;
- malicious damage;
- **Accidental Damage** caused by any person other than **You** or **Your Household**;
- wild animals;
- television aerials, satellite dishes and masonry falling from the **Building**;
- branches falling from trees

**We** will also pay for loss or damage to trees and shrubs caused by theft.

The most **We** will pay is £500.

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit** for **Contents**.

### What we won't pay for

28) The **Excess**.

Loss or damage caused by:

- **Your** power supply being cut off by the supplier; or
- a strike, a lockout or an industrial dispute

Any amount above the amount shown in the **Schedule** or this policy booklet.

29) The **Excess**.

Malicious damage caused by:

- **You** or **Your Household** ; or
- a person lawfully allowed to be in **Your Home**

Loss or damage:

- consisting of wear and tear or deterioration;
- consisting of natural ageing;
- caused by domestic animals, birds or pets;
- caused by frost;
- caused by **Subsidence, Landslip** or **Heave**;
- caused by smoke or bonfires;
- from light or atmospheric or climactic conditions; or
- caused by insects, **Vermin**, rot, mildew, fungus or poisoning

Loss or damage caused in connection with **Your** trade, business or profession.

Any amount above the amount shown in the **Schedule** or this policy booklet.

## What we'll pay for

### 30) Student belongings.

**We** will pay for loss or damage, as a result of causes 1 to 9 of this section, to **Contents** belonging to, or the responsibility of, **You** or a member of **Your Household** when they are in halls of residence, or any other term time accommodation, where **You** or a member of **Your Household** are living whilst attending boarding school, college or university.

The most **We** will pay for any one claim is £1,000.

This additional cover is only available within the United Kingdom, the Channel Islands or the Isle of Man.

This cover is provided within (not in addition to) the **Maximum Claim Limit** for **Contents**.

## What we won't pay for

### 30) The **Excess**.

Loss of **Money**.

Loss or damage caused by theft or attempted theft, unless there is evidence that forcible and violent entry took place.

Any amount above the amount shown in the **Schedule** or this policy booklet.

# Section 1 - Contents optional cover: Accidental damage extension

What we'll pay for

## 31) **Accidental Damage.**

What we won't pay for

### 31) The **Excess.**

Loss or damage:

- by any cause or event already covered under Section 1 - Contents;
- to clothing, including furs;
- to documents or securities such as share or bond certificates;
- to **Money**;
- to food and drink;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to dentures while being used for eating;
- to contact or corneal lenses;
- to crowns, caps or fillings in teeth;
- to pedal cycle tyres caused by cuts, bursts or punctures;
- consisting of wear and tear or loss in value;
- happening gradually over a period of time;
- consisting of scratching or denting;
- when **Your Home** is **Unfurnished** or **Unoccupied**;
- when **Your Home** or any part of it is sublet or lived in only by someone who is not a member of **Your Household**;
- caused by **Computer Viruses**;
- arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged **Your Contents**;
- caused by **Your** power supply being cut off by the supplier, or as a result of an action by the landlord or his/her representatives;
- caused by insects, moths, **Vermin**, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- caused maliciously by **You** or **Your Household** or by a person lawfully allowed to be in **Your Home**;

## What we'll pay for

### 31) **Accidental Damage.**

## What we won't pay for

- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- caused by electrical or mechanical breakdown;
- caused by faulty workmanship or design;
- of data or information arising as a result of any computer data-processing equipment or similar device failing to correctly recognise any date or time; or to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time;
- that does not arise from one identifiable event which directly and immediately caused the loss or damage;
- caused by rain or water entering the **Home**, as a result of faulty workmanship, poor maintenance or wear and tear; or
- caused by a strike, a lockout or an industrial dispute

Damage to items of glass, porcelain, earthenware, stone or other fragile or brittle material will not be paid over the amount of £500, unless **We** have agreed a higher amount in writing.

Damage to mobile phones will not be paid over the amount of £300, unless **We** have agreed a higher amount in writing.

## Section 2 - Tenancy liability

### What we'll pay for

#### 32) Tenancy liability.

**We** insure **You** against **Your** legal liability, under a tenancy agreement, as a **Tenant** of **Your Home** for all amounts **You** have to pay for:

- **Accidental Damage** to **Your Home**, its fixtures and fittings and **Your** landlord's furniture and furnishings and interior decorations;
- the cost of repairing **Accidental Damage** to the cables, underground pipes and drains (and their inspection covers) which serve **Your Home**;
- **Accidental Damage** to all fixed glass, fixed ceramic hobs, baths, bath panels, wash basins, pedestals, sinks, splashbacks, shower trays, bidets, toilet pans, toilet seats and toilet cisterns

The most **We** will pay under this section for any one claim, or series of claims arising from one cause, is £10,000 plus any costs and expenses **We** agree in writing.

If **You** make a claim **You** will need to provide evidence that **You** are legally liable for the damage.

### What we won't pay for

#### 32) The **Excess**.

Damage while **Your Home** is **Unoccupied** or **Unfurnished**.

Loss or damage excluded under cover 31 - of Section 1, with the exception of any cause or event already covered under Section 1 - Contents

Loss or damage excluded under any of the causes 1 to 9 of Section 1 - Contents.

Any amount above the amount shown in the **Schedule** or policy booklet.



# Section 3 - Contents optional cover: Unspecified personal belongings extension

## What we'll pay for

33) **Your** or **Your Household's** pedal cycles, **Personal Belongings, Money** and **Credit Cards** are covered in the **European Area**.

Cover is also provided anywhere else in the world for up to 60 days in any **Period of Insurance**.

**We** treat a pair or set of items as a single item.

**We** treat a bag of golf clubs, whether or not by the same manufacturer, as a set.

Loss of or damage to pedal cycles, **Personal Belongings, Money** and **Credit Cards**.

Financial loss if **Your Credit Card** is lost or stolen and someone else uses it.

**We** will provide this cover only if **You**:

- report the loss or theft to the local police within 24 hours of discovering the loss or theft;
- immediately report the loss or theft of any **Credit Card** to the **Credit Card** company; and
- keep to the conditions of the **Credit Card**

## The most we will pay

- For **Personal Belongings**, the most **We** will pay for any one claim is the **Maximum Claim Limit** shown in the **Schedule**. The most **We** will pay for any one item is £2,500
- For **Money**, the most **We** will pay for any one claim is £500
- For **Credit Cards**, the most **We** will pay for any one claim is £200
- For records, compact discs, minidisks, DVDs, cassettes, computer discs and tapes, the most **We** will pay for any one claim is £200
- For mobile phones, the most **We** will pay for any one claim is £300
- For pedal cycles the most **We** will pay for any one claim is £500

## What we won't pay for

33) The **Excess**.

Loss happening within the **Home** to items which are not **Valuables**.

Items used for business and professional purposes unless it is a laptop computer and shown in the **Schedule**.

Any amount above the amount shown in the **Schedule**.

Loss or damage:

- excluded under any of the causes 1-9 of Section 1 - Contents;
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- consisting of scratching or denting;
- caused by moths, **Vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to camping equipment;
- to documents and securities such as share or bond certificates;
- to portable televisions, car audio or car audio-visual equipment and car phones;
- to china or glass (except spectacles);
- to contact or corneal lenses;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- to furniture or household goods;
- to trees, shrubs or plants growing in the garden;
- to animals;
- to **Motor Vehicles**; trailers; caravans; boats - or the accessories or associated equipment belonging to any of these;

## Section 3 - Contents optional cover: Unspecified personal belongings extension (continued)

### What we'll pay for

33) **Your** or **Your Household's** pedal cycles, **Personal Belongings, Money** and **Credit Cards** are covered in the **European Area**.

### What we won't pay for

- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used, or while practising, for racing, pacemaking or testing of any kind;
- to pedal cycles **You** do not keep in **Your Home** when not in use;
- to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time, and by the same **Incident**, as the pedal cycle;
- to pedal cycle tyres caused by cuts, bursts or punctures;
- to watches and clocks caused by overwinding;
- arising from confiscation or detention by customs or other officials;

Loss or damage caused by theft, or attempted theft, from an unattended **Motor Vehicle**, or where a **Motor Vehicle** is stolen, unless:

- the item is kept in a locked, covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forcible and violent entry took place

Theft, or attempted theft, of an unattended pedal cycle unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.

Loss or damage to portable computers caused by theft or attempted theft from a **Motor Vehicle** between 7pm and 7am.

Electrical or mechanical breakdown.

# Section 4 - Contents optional cover: Specified personal belongings extension

## What we'll pay for

34) **Your** and **Your Household's** specified **Personal Belongings** and **Valuables** (that are individually listed in the **Schedule**) are covered in the **European Area**. Cover is also provided anywhere else in the world, for up to 60 days in any **Period of Insurance**.

Loss or damage, but **We** will pay a claim for loss or theft only if **You** report the loss or theft to the local police within 24 hours of discovering it.

## The most we will pay

The most **We** will pay for any **Specified Item** is the **Maximum Claim Limit** shown in the **Schedule** next to each item.

If **You** make a claim, **You** will need to give **Us** evidence that **You** own the item **You** are claiming for.

For any **Valuables** with an individual value over £2,500, **You** will be asked to provide a valuation at the claims stage.

## What we won't pay for

34) The **Excess**.

Loss or damage:

- excluded under any of the causes 1-9 of Section 1 - Contents;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- consisting of wear and tear or loss of value;
- consisting of scratching or denting;
- caused by moths, **Vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- to china or glass (except spectacles);
- to watches and clocks caused by overwinding;
- to pedal cycles;
- arising from confiscation or detention by customs or other officials;
- to **Motor Vehicles**, trailers, caravans, boats - or the accessories or associated equipment belonging to any of these;

Loss or damage caused by theft, or attempted theft, from an unattended **Motor Vehicle**, or where a **Motor Vehicle** is stolen, unless:

- the item is kept in a locked, covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forced and violent entry took place

Loss or damage to portable computers caused by theft or attempted theft from a **Motor Vehicle** between 7pm and 7am.

Items used for business and professional purposes unless it is a laptop computer and shown in the **Schedule**.

Electrical or mechanical breakdown.

## Section 5 - Contents optional cover: Pedal cycles extension

### What we'll pay for

35) **Your** and **Your Household's** pedal cycles (listed in the **Schedule**) are covered in the **European Area**. Cover is also provided anywhere else in the world, for up to 60 days in any one **Period of Insurance**. Loss or damage, but **We** will pay a claim for loss or theft only if **You** report the loss or theft to the local police within 24 hours of discovering it.

### The most we will pay

The most **We** will pay for pedal cycles is the amount shown against each cycle in the **Schedule**.

### What we won't pay for

35) The **Excess**.

Theft, or attempted theft, of an unattended pedal cycle unless the pedal cycle is either:

- in a locked building; or
- secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object

Loss or damage:

- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used, or while practising, for racing, pacemaking or testing of any kind;
- to pedal cycles **You** do not keep at **Home** when not in use;
- to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time, and by the same **Incident**, as the pedal cycle;
- consisting of wear and tear or loss of value;
- caused by moths; **Vermin**; parasites; insects; atmospheric conditions; light or other gradual causes;
- consisting of scratching or denting; or
- caused by cleaning; washing; restoring; adjusting; maintaining; repairing or misusing the cycle;
- caused by mechanical breakdown;
- to pedal cycle tyres caused by cuts, bursts or punctures

## Section 6 - Personal legal protection

The cover described below is only operative if shown as insured on the **Schedule**

### Definitions

The following definitions apply to Section 6 – Personal Legal Protection in addition to the policy definitions shown on pages 6-10 of this policy booklet.

### Appointed Advisor

The solicitor, accountant, mediator or other adviser appointed by **Us** to act on behalf of an **Insured Person**.

### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Adviser** and **Our** claims administrator to pay their professional fees on the basis of "no-win no-fee".

### Communication Costs

The cost of UK phone calls, postage (including special delivery), photocopying or faxes and credit reports where the **Insured Person** has taken advice from **Our** Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

### Conditional Fee Agreement

A legally enforceable agreement between an **Insured Person** and the **Appointed Adviser** for paying their professional fees on the basis of "no-win no-fee".

### Insured Person

**You** and **Your Household** (**Your** children are insured while temporarily away from **Home** for the purposes of higher education).

### Legal Costs

- 1) Legal costs and disbursements incurred by the **Appointed Adviser** on the **Standard Basis** and agreed in advance by **Us**
- 2) In civil claims, other side's costs and disbursements where the **Insured Person** has been ordered to pay them or pays them with **Our** agreement
- 3) Accountancy fees incurred by the **Appointed Adviser** and agreed by **Us** in connection with a claim under What We'll Pay For 6) Tax
- 4) An **Insured Person's** basic wages or salary under What We'll Pay For 9) Loss of Earnings in the course of their employment while attending court or tribunal at the request of the **Appointed Adviser** or whilst on jury service
- 5) **The Insured Person's Communication Costs**

### Reasonable Prospects of Success

- 1) Other than as set out in 2) and 3) below, a greater than 50% chance of the **Insured Person** successfully pursuing or defending the claim and, if the **Insured Person** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
- 2) In criminal prosecution claims where the **Insured Person**:
  - pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine; or
  - pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- 3) In all claims involving an appeal, a greater than 50% chance of the **Insured Person** being successful

## Section 6 - Personal legal protection (continued)

### Small Claims Court

- 1) A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999
- 2) A court in Scotland that uses the small claims procedure as set out by the Courts Reform (Scotland) Act 2014
- 3) A court in Northern Ireland where the sum in dispute is less than £3,000
- 4) The equivalent jurisdiction elsewhere within the **Territorial Limits** where this section applies

### Standard Basis

Costs assessed in accordance with the Courts' Civil Procedure Rules Part 44. This means the court will only allow recovery of costs which are proportionate to the claim and which have been reasonably incurred.

### Territorial Limits

For What We'll Pay For 2) Contract and 4) Personal Injury; the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. For all other covers; England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## Conditions

The following conditions apply to Section 6 – Personal Legal Protection in addition to the policy conditions shown on pages 12-13 of this policy booklet.

### The insured person's responsibilities

#### The Insured Person must

- 1) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured Person's** favour;
- 2) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinders them;
- 3) take reasonable steps to claim back **Legal Costs** and employment tribunal fees, and where recovered, pay them to **Us**;
- 4) keep **Legal Costs** as low as possible;
- 5) allow **Us** at any time to take over, and conduct in their name, any claim

### Freedom to choose an appointed advisor

- 1) In certain circumstances, as set out in 2) below, the **Insured Person** can choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**
- 2) If:
  - **We** agree to start proceedings or proceedings are issued against the **Insured Person**; or
  - there is a conflict of interest;the **Insured Person** may choose an **Appointed Advisor**, except where their claim is to be dealt with by the **Small Claims Court**, where **We** shall always choose the **Appointed Advisor**
- 3) Where the **Insured Person** wishes to exercise the right to choose, the **Insured Person** must write to **Us** with their preferred representative's contact details. Where the **Insured Person** chooses to use their preferred representative, **We** will not pay more than **We** agree to pay a solicitor from **Our** panel
- 4) If the **Insured Person** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for the **Insured Person**, cover will end immediately

- 5) In respect of a claim under What We'll Pay For 1) Employment, 2) Contract, 3) Personal Injury or 5) Clinical Negligence, the **Insured Person** enters into a **Conditional Fee Agreement** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement**, where legally permitted

#### Consent

The **Insured Person** must agree to **Us** having sight of the **Appointed Advisor's** file relating to their claim. The **Insured Person** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing, quality and cost control purposes.

#### Settlement

- 1) **We** have the right to settle the claim by paying the reasonable value of the **Insured Person's** claim
- 2) The **Insured Person** must not negotiate, settle the claim or agree to pay **Legal Costs** without **Our** written agreement
- 3) If the **Insured Person** refuses to settle the claim following advice to do so from the **Appointed Advisor**, **We** reserve the right to refuse to pay further **Legal Costs**

#### Barrister's opinion

**We** may require the **Insured Person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of their claim for **Legal Costs**. If the opinion supports the **Insured Person**, **We** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then **We** will pay for a final opinion which shall be binding on the **Insured Person** and **Us**. This does not affect the **Insured Person's** right under the Disputes condition below.

#### Disputes

If any dispute between the **Insured Person** and **Us** arises from this section, the **Insured Person** can make a complaint to **Us** as described on page 44 of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured Person's** concerns, and the matter can be dealt with by the Financial Ombudsman Service, the **Insured Person** can ask them to arbitrate over the complaint.

#### Acts of parliament, statutory instruments and civil procedure rules

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

## Section 6 - Personal legal protection (continued)

### Exclusions

We will not pay for any claim arising from, or relating to:

- 1) **Legal Costs** incurred without **Our** consent;
- 2) any actual or alleged act or omission or dispute happening before, or existing at the start of, cover under 'what we'll pay for', and which the **Insured Person** believed or ought reasonably to have believed could lead to a claim under this section;
- 3) an amount below £100;
- 4) an allegation against the **Insured Person** involving:
  - assault, violence or dishonesty, malicious falsehood or defamation
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - illegal immigration
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 5) a dispute between the **Insured Person's** family members;
- 6) defending a claim in respect of damages for personal injury, or loss or damage to property, or any dispute arising from or relating to clinical negligence except as provided for What We'll Pay For 5) Clinical Negligence;
- 7) a judicial review, coroner's inquest or fatal accident inquiry;
- 8) a dispute with **Us** or the company that sold this policy not otherwise dealt with under the Disputes condition above;
- 9) a group litigation order;
- 10) the payment of fines, penalties or compensation awarded against the **Insured Person**



## What we'll pay for

We will pay the **Insured Person's Legal Costs** up to the **Maximum Claims Limit** as described below subject to all of the following requirements being met:

- 1) The **Incident** happens within the **Territorial Limit**
- 2) The claim
  - a) always has **Reasonable Prospects of Success**
  - b) is reported to **Us**
    - during the **Period of Insurance**
    - as soon as the **Insured Person** first becomes aware of circumstances which could give rise to a claim.
- 3) Unless there is a conflict of interest the **Insured Person** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
  - a) to be heard by the **Small Claims Court** and/or
  - b) before proceedings have been or need to be issued.
- 4) Any dispute will be dealt with by a court, tribunal, Advisory and Arbitration Service or a relevant regulatory body or through mediation agreed with **Us**.

A claim is considered to be reported to **Us** when **We** have received the **Insured Person's** fully completed claim form.

### 1) Employment.

A dispute with the **Insured Person's** current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been, or ought to have been, concluded.

The **Insured Person** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

Where the **Insured Person** qualifies to have all, or part of, the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **Insured Person** to HM Courts & Tribunals Service.

We have the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **Insured Person** and an employer or ex-employer, where provided for under such agreement.

## What we won't pay for

In respect of a claim under Cover 1, Cover 2, Cover 4 or Cover 5, the **Insured Person** must enter into a **Conditional Fee Agreement**, unless the **Appointed Advisor** enters into a collective **Conditional Fee Agreement** (where legally permitted).

**We** will not pay any claim where the amount is below £100.

Any claim where the **Insured Person** has acted deliberately or recklessly.

### 1) Disputes arising solely from personal injury.

Defending the **Insured Person** other than defending a counter-claim or an appeal.

**Legal Costs** for an employer's internal disciplinary process or an employee's grievance hearing or appeal.

Fees that are recoverable from an employer or ex-employer by order of the court or where the **Insured Person** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service.

Any claim relating to a compromise or settlement agreement between the **Insured Person** and their employer. **We** will be able to help the **Insured Person** find a suitable solicitor who will assist the **Insured Person** with this at their own expense.

## Section 6 - Personal legal protection (continued)

### What we'll pay for

- 2) Contract.  
A dispute arising from an agreement entered into for:
  - buying or hiring consumer goods or services, including the **Insured Person's Home**;
  - privately selling goods;
  - renting **Your Home** as a **Tenant** or occupying **Your Home** under a lease
- 3) Property.  
A dispute relating to physical property, which the **Insured Person** owns or is responsible for, following:
  - an **Incident** which causes physical damage
  - a private or public nuisance or trespass, provided that where any boundary is in dispute, **You** have proof of where the boundary lies
- 4) Personal injury.  
A sudden event directly causing physical injury or death.
- 5) Clinical negligence.  
A dispute arising from the **Insured Person's** physical injury, which has been caused by clinical negligence or malpractice.
- 6) Tax.  
A formal aspect or full enquiry into the **Insured Person's** personal tax affairs, provided that all returns are complete and have been submitted within the legal timescales permitted.

### What we won't pay for

- 2) Disputes between the **Insured Person** and another tenant or where the **Insured Person** has sub-let. Loans, savings, banking, pensions or investment products.  
The **Insured Person's** business activities, trade, venture for gain, profession or employment  
A contract involving a **Motor Vehicle**.  
Construction work or designing, converting or extending any **Building** where the contract value exceeds £6,000, including VAT.
- 3) An **Excess** of £250 of each claim relating to nuisance or trespass. This is payable by the **Insured Person** as soon as **We** accept the claim.  
Any **Building** or land other than **Your** main **Home**.  
A contract entered into by an **Insured Person**.  
A motor vehicle.  
The compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your** property by any government, local or public authority.  
Defending any dispute relating to physical damage other than defending a counter claim or an appeal.  
A dispute with any party other than the person(s) who caused the damage, nuisance or trespass.
- 4) A condition or illness which develops gradually over time.  
Nervous shock, depression or psychological symptoms where physical injury has not been sustained.  
Defending any dispute other than an appeal.
- 5) Claims relating to a contract.  
Defending any dispute other than an appeal.
- 6) Any claim.
  - relating to a business or venture for gain of the **Insured Person**
  - relating to tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
  - where the Disclosure of Tax Avoidance Scheme Regulations apply, or should apply, to the **Insured Person's** financial arrangementsWealth, assets or **Money** located outside of Great Britain and Northern Ireland.  
Investigation by the Specialist Investigations Branch of HM Revenue and Customs.

## What we'll pay for

### 7) Legal defence.

#### **Work**

An alleged act or omission of the **Insured Person** that arises from their work as an employee and results in:

- the **Insured Person** being interviewed by the police or others with the power to prosecute
- a prosecution being brought against the **Insured Person** in a court of criminal jurisdiction
- civil proceedings being brought against the **Insured Person** under unfair discrimination laws

#### **Motor**

A motoring prosecution being brought against the **Insured Person**.

#### **Other**

A formal investigation or disciplinary hearing being brought against the **Insured Person** by a professional or regulatory body.

### 8) Loss of earnings.

Loss of earnings following attendance at a court or tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service.

### 9) Identity theft.

A dispute arising from the misuse of the **Insured Person's** personal information, without their permission, to commit fraud or other crimes provided the **Insured Person**:

- contacts **Our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen;
- will settle **Communication Costs** arising from identity theft in the first instance and make a receipted claim to **Us** for reimbursement.

## What we won't pay for

### 7) Owning or driving a vehicle without a valid licence. Parking offences.

### 8) Maximum payable is £10,000.

**We** will not pay earnings that can be recovered from the court or the **Insured Person's** employer.

### 9) Any material, financial or other benefit, obtained as a result of the identity theft.

# Privacy notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store **your** information. For our full Privacy Policy please visit our website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk). Your agent will have their own uses for **your** personal data. Please ask HomeLet if **you** would like more information about how they use **your** personal information.

## Collecting your information

We collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason we collect **your** personal information and/or special categories of personal information is because we need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. Our assessment of **your** insurance application may involve an automated decision to determine whether we are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then we will not be able to provide **you** with insurance.

We will also use **your** information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given us such information about someone else, **you** would have confirmed that **you** have their permission to do so.

## Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to **you** or our business processes.

Unless required to by law, we will never share **your** personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

### Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

### Your rights

**You** have a number of rights in relation to the information we hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information we hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep **your** information. If we are unable to fulfil a request, we will always let **you** know **our** reasons.

### Marketing

HomeLet may use personal information, and information about **your** use of **our** products and services, to carry out research and analysis.

HomeLet will only use personal information to market **our** products and services to **you** if you agree to this.

### Monitoring and recording

We and HomeLet may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We and HomeLet may also use CCTV recording equipment in and around our premises.

### What this means to you

This clarifies how we collect, store, process and share your data.

# Your guide to our complaints handling procedure

HomeLet is committed to providing the highest standards of customer service. Whilst we work hard to achieve this, we recognise that there may be occasions when problems arise, and **You** can help us by telling us what **You** think of our service. We welcome all **Your** comments, whether they're suggestions, compliments or complaints.

This page explains how to tell us about a problem, how we will deal with **Your** complaint; plus what to do if we can't resolve it for **You**.

## How to complain to HomeLet

Many things can be sorted out by speaking to us directly by phone, and often this will usually be enough to put matters right. However, if **You** prefer, **You** can make **Your** complaint in writing, by email or post.

### Post:

Customer Service Department  
HomeLet  
Hestia House  
Unit 2 Edgewest Road  
Lincoln  
LN6 7EL

### Phone:

0800 035 8258

### Email:

complaints@homelet.co.uk

In order for us to deal with **Your** complaint as quickly as possible, it will help us if **You** mark **Your** correspondence "Complaint" and provide as much information as **You** can. Try to include details such as policy reference numbers, details of who **You** have been dealing with, how to get in touch with **You** and what **You** would like us to do to resolve the matter.

## How we will deal with your complaint:

- **Your** complaint will be passed to the member of staff who can best address the problem;
- if we can, we will resolve **Your** complaint immediately;
- if we are unable to resolve the matter to **Your** satisfaction straight away, we will commence an investigation and acknowledge **Your** complaint in writing within five working days. At this stage, we will tell **You** who is dealing with it, what we are going to do and how long we expect it to take;
- if we have been unable to resolve **Your** complaint within four weeks, we will write to **You** again with details of the current position;
- if we have been unable to resolve **Your** complaint within eight weeks, we will write to **You** again explaining the delay and what we are doing to help **You**;
- when we have completed our investigations, we will issue a final response, setting out the action we are taking

### Financial Ombudsman Service

If **You** are not happy with our decision, or eight weeks have passed since we received **Your** complaint, **You** may be able to pass **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review **Your** case.

**Post:**

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

**Phone:**

0800 023 4567

**You** can also visit the Financial Ombudsman Service's website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Ombudsman's service is available to personal policyholders. The service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from us or the Ombudsman.

If **You** take any of the actions mentioned above it will not affect **Your** right to take legal action.

### Financial Conduct Authority

Ageas Insurance Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039. **You** can check their website ([www.fca.org.uk](http://www.fca.org.uk)), which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768.

### Financial Services Compensation Scheme

If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100.

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

Progen Insurance Limited is not covered by the Financial Services Compensation Scheme (FSCS).

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Insurance quotes and renewals enquiries



0800 035 8258

Claims line



0330 333 7230

Or visit us online:



[homelet.co.uk/tenants](https://homelet.co.uk/tenants)

Write to us:



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