



ING Direct Home Insurance is a trading name of ING Direct N.V. Authorised and regulated by De Nederlandsche Bank (the Dutch Central Bank) and subject to limited regulation by the Financial Services Authority. Details on the extent of our regulation by the Financial Services Authority are available from us on request. ING Direct N.V. is a limited liability company incorporated in The Netherlands. Registered in England and Wales at Companies House: Branch reference number: BR7357. ING Direct Home Insurance is underwritten and administered by AXA Insurance UK plc, a member of the AXA Group of Companies. Registered Office 5 Old Broad Street, London, EC2N 1AD. Registered in England No. 78950. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

IMPORTANT TELEPHONE NUMBERS

Contents, Personal possessions and Buildings claims

For immediate help and to make a claim, call our claims team. Please be ready to give us your policy number and details of the loss.

0845 608 0883
24/7

Domestic helpline and Emergency Home Assistance

The Domestic helpline is automatically included to offer practical advice when trouble strikes in the home. Burst pipes, blocked drains, electrical faults, even wasps' nests - we can arrange for an approved contractor to visit your home and sort out the problem as quickly as possible. You will remain responsible for any call out charges, parts and cost of labour.

If you have upgraded to the Emergency Home Assistance cover, we will pay up to £1,000 towards the costs and fees covered by this section.

01772 758 054
24/7

Legal helpline and Family Legal Protection

This free and confidential Legal helpline service offers legal advice over the phone. You can expect help on any personal or domestic legal problems.

If you have upgraded to the Family Legal Protection cover we will pay up to £50,000 towards legal costs and expenses covered by this section. Please quote 'ING Direct' when contacting us.

0844 770 1056
24/7

Identity Theft Cover

If you have upgraded to Identity Theft Cover, we will provide a resolution service for customers who have experienced or think they may have experienced identity theft and also provide preventative advice

0870 164 8214
9am - 5pm
Monday to Friday

Telephone calls may be monitored or recorded.

Emergency Home Assistance, Family Legal Protection and Identity Theft Cover are optional sections. Please check that you have chosen these sections before calling.

HOME INSURANCE

COVER YOU CAN RELY ON.
YOUR POLICY BOOKLET.



TO CONTACT US...



VISIT INGDIRECT.CO.UK



CUSTOMER SERVICE TEAM 0845 608 0881

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ING DIRECT
Saving feels good

WELCOME TO ING DIRECT HOME INSURANCE

Thank you for choosing ING Direct Home Insurance.

We've designed our home insurance to give you total peace of mind. We care that you and your family's home, belongings and interests are well-protected. So we've done everything we can to arrange insurance cover to suit you and as with all products from ING Direct, it's simple and straightforward too.

Before you file this policy, take a moment to read it

This booklet is your policy document. It's important. If you don't have time to go through all the details now, before you put it away for safe keeping, you should read your Policy Summary. If you have any queries or questions about the cover, just call us and we'll explain it clearly. All the phone numbers you may need are shown on the back of this booklet.

Who we are

ING Direct is part of the International Netherlands Group (ING), one of the world's largest financial services organisations. With over 23 million customers worldwide, ING Direct has grown to become the world's leading direct savings bank. We now operate in 9 countries, including the UK since 2003.

We hope the need to claim on your policy never arises. But if it does, you can relax in the knowledge you have first-class cover with service to match.



Richard Doe
CEO, ING Direct UK

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YOUR POLICY

Your policy, which is **your** policy booklet, most recent policy schedule and any **endorsement(s)**, are evidence of the contract of insurance with us. **You** should read them carefully and keep them in a safe place.

In return for **your** premium **we** will provide insurance as described in the following pages and in **your** policy schedule. Any injury, loss or damage must happen in the **period of insurance** as shown on **your** policy schedule.

IMPORTANT INFORMATION

Please read this policy booklet with **your** policy schedule to make sure that **you** are satisfied with **your** insurance. If **you** have any questions please contact **us**.

We want **you** to understand **your** policy and everything **we** can do for **you**. **We** have tried to design **your** policy booklet to help **you** do this. **You** will find the following headings on many pages.

What is covered

These sections give detailed information on the insurance provided and should be read, at all times, with **'What is not covered'**.

What is not covered

These sections tell **you** what is not included in **your** policy.

TO HELP YOU FURTHER...

We have included some explanatory notes in **your** policy booklet. These are printed in *italics*.

Please also take some time to read **our** complaints procedure in the Making a complaint section.

There are separate complaints procedures for Emergency Home Assistance, Family Legal Protection and Identity Theft Cover which can be found in those sections.

THE LAW WHICH APPLIES TO THIS POLICY

You and **we** can choose the law which applies to this **policy**. As **we** are based in England **we** propose to apply the laws of England and Wales and by buying this **policy** **you** have agreed to this.

This does not apply to the Emergency Home Assistance, Family Legal Protection and Identity Theft Cover sections where there is a separate wording regarding the law applying to those sections.

DEFINITIONS

These definitions apply throughout **your** **policy** apart from the Emergency Home Assistance, Family Legal Protection and Identity Theft Cover sections where separate definitions apply.

Where **we** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the **policy**.

The definitions are listed alphabetically:

Buildings

The structure of the **home** including landlord's fixtures and fittings and the following if they form part of the property; oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and **outbuildings**.

Contents

The definition of **contents** can be found within the Contents section of this policy booklet. This includes the definitions of household goods, personal effects, valuables, money and business equipment.

Domestic staff

A person employed to carry out domestic duties associated with **your** **home** and not employed by **you** in connection with any business, trade, profession or employment.

Endorsement(s)

A change to the terms of the **policy** shown under endorsements in **your** policy schedule.

Excess

The amount **you** must pay as the first part of each and every claim made.

Family/they

Your domestic partner, children, **domestic staff** and any other person permanently living with **you** and not paying a commercial rent.

Home

The private residence shown in **your** policy schedule including its garages and **outbuildings** if they form part of the property.

Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings (but not caravans, mobile homes or motor homes)

which do not form part of the main building of the **home** and are used for domestic purposes.

Period of insurance

The dates shown in **your** policy schedule.

Personal possessions

The definition of **personal possessions** can be found within the section called Personal possessions within this **policy**. This includes the definitions of personal effects, valuables and money.

Policy

Your policy booklet and most recent policy schedule, including any **endorsement(s)**.

Unfurnished

Does not contain enough furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you** or **your family** for more than 30 consecutive days or occupied by squatters

We/us/our

AXA Insurance UK plc.

You/your

The person or people named in **your** policy schedule as the policyholder(s).

These conditions apply throughout **your policy**. Additional conditions apply to the Emergency Home Assistance, Family Legal Protection and Identity Theft Cover sections.

You and **your family** must comply with the following conditions to have the full protection of **your policy**.

If **you** or **your family** do not comply with them **we** may cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment.

1. Maximum limits

a) The value of **your contents**.

You must notify **us** immediately when the full value of **your contents** exceeds £60,000 or any higher amount that may be shown in **your** policy schedule as a result of inflation protection.

If the full value of **your contents** exceeds this sum the cover under the **policy** may not apply.

The full value of **your contents** means the current cost as new except for clothes, furs and household linen where an allowance for wear and tear will be made.

b) The value of **your buildings**.

You must notify **us** immediately when the full value of **your buildings** exceeds £1,000,000 or any higher amount that may be shown in **your** policy schedule as a result of inflation protection.

If the full value of **your buildings** exceeds this sum the cover under the **policy** may not apply.

The full value of **your buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

2. Changes in your circumstances

You must tell **us** as soon as possible about any change which may affect this insurance particularly:

- change of address
- structural alteration to **your home**
- if **you** or **your family** intend to let or sub-let **your home**
- if **you** or **your family** intend to use **your home** for any reason other than private residential purposes
- if **your home** will be **unoccupied**
- if **you** or **your family** have been declared bankrupt or been subject to bankruptcy proceedings or have received a police caution for or been convicted of or charged with any offence other than driving offences

- if **you** property is no longer occupied solely by **you** or **your family**

We will then advise **you** of any changes in terms.

*If **you** are in any doubt about any of this please ask **us**.*

3. Taking care of your property

You and **your family** must take all reasonable steps to avoid injury, loss or damage and take all reasonable steps to safeguard all the property insured from loss or damage.

You must maintain the property insured in good repair.

4. Precious stones

The settings of the stones in any item of jewellery worth over £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately.

5. Dual insurance

If any injury, loss or damage is covered by any other insurance then **we** will not pay more than **our** proportion.

6. Cancelling your cover

Statutory cancellation rights

You may cancel this **policy** within 14 days of receipt of the **policy** documents (new business) or the renewal date (the **cancellation period**) by writing to **us** at the following address during the **cancellation period**:

AXA Insurance Customer Service
Home Insurance
Personal Lines
PO Box 147
Civic Drive
Ipswich
IP1 2AN

We will not refund **your** premium if **you** make a total loss claim. However in all other cases **we** will refund the full premium to **you**.

If there is a total loss claim and **you** are paying by instalments **you** will either have to continue with the instalment payments until the **policy** renewal date or **we** may at **our** discretion take the instalments **you** owe from any claim payment **we** make.

Cancellation outside the statutory period

You may cancel this **policy** at any time by giving **us** prior written notice to the above address.

As long as **you** have not incurred eligible claims during the period **we** have been on cover **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If **you** are paying by instalments **your** instalments will end but if **you** make a claim **you** will either have to continue with the instalments, until the **policy** renewal date, or **we** may, at **our** discretion, take the outstanding instalments **you** still owe from any claim payment **we** make.

We may cancel the **policy** by providing 21 days prior written notice, by registered post, to **your** last known address. **We** will work out any premium refund in line with the above.

Non-payment of premiums

We reserve the right to cancel the **policy** immediately on written notice in the event of non payment of the premium or default if **you** are paying by instalments.

GENERAL EXCLUSIONS

These exclusions apply throughout **your policy**.

We will not pay for:

1. Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

2. Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3. Reduction in market value

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

4. Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Exclusions 1-4 above do not apply to:

Liability to **domestic staff**

Tenant's liability

Public liability

Property owner's liability

5. Radioactive contamination

- a) Loss or damage to any property or any other loss, damage or additional expense following on from the event for which **you** are claiming.
- b) Any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

6. War risks

Any loss, damage or liability occasioned by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

7. Terrorism

Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisations(s) or governments(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

8. Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- a) a sudden and unforeseen and identifiable incident
- b) leakage of oil from a domestic oil installation at **your home**

9. Date change

- a) Loss or damage to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system directly or indirectly caused by:
 - i) failure to correctly recognise data representing any date in such a way that it does not work properly or at all
 - ii) computer viruses

- b) Legal liability directly or indirectly arising from:

- i) any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system failing to correctly recognise data representing any date in such a way that it does not work properly or at all
- ii) computer viruses

Subsequent loss or damage or legal liability for which cover is in force under this **policy** is not affected.

MAKING A COMPLAINT

ING Direct and AXA are committed to providing **you** with an exceptional level of service and customer care. **We** do realise that things can sometimes go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

There are separate complaints procedures for Emergency Home Assistance, Family Legal Protection and Identity Theft Cover. **We** explain these in the relevant sections.

Who to contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person and
- that **you** are giving them the right information

When you contact us

- please give **us your** name and a contact telephone number
- please quote **your policy** or claim number, and the type of **policy you** hold
- please explain the reason for **your** complaint

Step one – making your complaint

Does **your** complaint relate to:

- **your policy** or
- a claim on **your policy**?

If it is about **your policy** please call **us** on 0845 608 0881.

If **your** complaint is about a claim please contact whoever is currently dealing with **your** claim.

MAKING A COMPLAINT continued

In either case, if **you** wish to provide written details **we** have prepared the following checklist for **you** to use when drafting **your** letter:

- write 'complaint' at the top
- give **your** full name, postcode and contact phone number(s)
- quote the type of **policy** and **your policy** and/or claim number
- explain the reasons for **your** complaint

You should send the letter to the person dealing with **your** complaint along with any other material required.

We expect to sort out most complaints quickly and satisfactorily at this stage. However if **you** are not satisfied **you** can take the issue further.

Step two – contacting our Head Office

If **your** complaint is one of the few that **we** cannot sort out at this stage, contact the Head of Customer Care, who will arrange for an investigation on behalf of the Chief Executive.

Head of Customer Care
AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Tel: 01473 205926
Fax: 01473 205101
e-mail: customer care@axa-insurance.co.uk

Step three – beyond AXA

If **we** have given **you our** final response and **you** are still not satisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that decides on complaints about general insurance. They consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

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

Tel: 0845 080 1800
Fax: 020 7964 1001

Contacting the FOS will not affect **your** right to take legal action against **us**.

MAKING A COMPLAINT continued

Our promise to you

- **We** will acknowledge written complaints promptly.
- **We** will investigate quickly and thoroughly.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to resolve **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to continuously improve **our** service.

Telephone calls are recorded and monitored.

MAKING A CLAIM

When **you** think **you** need to make a claim please call **our** claims team who will immediately take action to help **you**. To make the claims process quicker please have **your policy** number to hand.

Please select the most appropriate phone number shown on the rear cover.

This will ensure that **you** are helped quickly and efficiently.

When **you** phone **we** will:

- take details of the loss or damage caused
- instruct an approved supplier or loss adjuster to contact **you** if necessary
- where necessary arrange for someone to contact **you** by phone as soon as possible to discuss **your** claim

What you should do in an emergency

- Take any immediate steps to prevent further damage to the property such as switching off gas electricity and water supply.
- Phone **our** 365 days a year 24 hour domestic helpline. By phoning **our** helpline a vetted tradesperson will be appointed to undertake any emergency repairs. **You** will remain responsible for any call out charges parts and cost of labour.

*If **you** have upgraded to the Emergency Home Assistance cover **we** will pay up to £1,000 towards the costs and fees covered by this section.*

- Call **our** claims team who can discuss the claim with **you** and give **you** some practical advice. Please look at the phone numbers on the rear cover and choose the most appropriate.
- **You** must not dispose of any damaged items or conduct permanent repairs because **we** may need to inspect the damage.

Our promise

- **You** will speak to a knowledgeable and trained member of staff who can discuss the claim and explain the next steps.
- **We** will call **you** back when promised.
- **We** will provide **you** with regular updates on **your** claim.

CLAIMS CONDITIONS

These conditions apply to the Contents, Personal possessions, Pedal cycles and Building sections. For Emergency Home Assistance, Family Legal Protection and Identity Theft Cover separate conditions apply.

You and **your family** must comply with the following claims conditions to have the full protection of **your policy**.

If **you** or **your family** do not comply with them **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

The first thing you must do

We recommend that **you** check **your** cover. This policy booklet contains details of what is covered and how **we** settle claims. **Your** policy schedule will show what sections are in force.

You should immediately:

- Inform the Police and obtain a crime or lost property reference number if property is lost or stolen or theft or malicious damage is suspected.
- Contact **us** by phone on the appropriate Helpline. Important helpline numbers are shown on the rear cover of this booklet.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

What you must do after making your claim

- Tell **us** and provide full details in writing immediately if someone is holding **you** or **your family** responsible for damage to their property or bodily injury to them. **You** must also immediately send **us** any writ summons, letter of claim or other document.
- If **we** ask, **you** must send **us** written details of **your** claim within 30 days.
- Provide at **your** own expense all reports, certificated plans, specification information and assistance that **we** may need.

What you must not do

- Admit or deny any claim made by a third party against **you** or **your family** or make any agreement with them.
- Abandon any property for **us** to deal with.
- Dispose of damaged items as **we** may need to see them.

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party. **We** are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in **your** name.

Fraud

You and **your family** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- knowingly makes a fraudulent or exaggerated claim under the **policy** or
- knowingly makes a false statement in support of a claim or
- submits a knowingly false or forged document in support of a claim or
- makes a claim for any loss or damage caused by **your** wilful act or with **your** agreement, knowledge or collusion

Then:

- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the **policy**
- **we** may make the **policy** void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date
- **we** shall not return any premium
- **we** may tell the Police of the circumstances

HOW WE SETTLE CLAIMS

We may at our option repair, reinstate or replace the lost or damaged property. If we cannot replace or repair the property we may at our option pay the loss or damage in cash. If we do pay cash, the amount we pay will reflect any discounts we may have received had we replaced the property. Your cover limits will not be reduced by any claim.

We may appoint an approved supplier to act on our behalf to validate your claim. They are authorised to arrange a quotation, a repair or a replacement.

Contents and business equipment

We will settle claims for loss or damage to items which are not capable of economic repair on the basis of cost as new as long as:

- the contents and business equipment have been maintained in good repair
- £60,000 or any higher limit shown in your policy schedule is sufficient to cover the full value of the property

There will be an amount taken off for wear and tear to clothes, furs and household linen.

Buildings

We will settle claims for loss or damage to the buildings without taking off an amount for wear and tear as long as:

- the buildings have been maintained in good repair
- £1,000,000 or any higher limit shown in your policy schedule is sufficient to cover the full value of the buildings

Matching sets, suites and carpets

We treat any individual items of a matching set or suite of furniture or sanitary ware or other bathroom fittings as a single item. We will pay you for individual damaged items but not for undamaged companion pieces.

If a carpet is damaged beyond repair we will only pay to have the damaged carpet replaced. We will not cover undamaged carpet in adjoining rooms.

INFLATION PROTECTION

To help protect you against the effect of inflation every cover limit under the Contents, Personal possessions and Buildings cover sections will be increased at the end of each month by the percentage change in the following indices:

Contents and Personal possessions

The Consumer Durables section of the Retail Prices Index issued by the Office for National Statistics.

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable we will use an alternative index.

We will not reduce any limits if an index falls.

No extra charge will be made for any increase until the renewal of your policy. The renewal premium will be based on the revised cover limit.

Although you have the benefit of inflation protection you should not rely on this alone to ensure your buildings, contents and personal possessions limits are adequate.

The rebuilding cost of your buildings or value of your contents or personal possessions may be growing faster than inflation – perhaps because of a new extension or items you have bought or been given.

If this section has been chosen, **your** schedule will show Buildings Home Essential or Buildings Home Plus. If it shows Buildings Home Plus, the section on page 24 will also apply.

The Inflation protection section applies.

What is the most we will pay?

We will pay up to the **buildings** cover limit shown in **your** policy schedule for any one claim under Buildings causes 1-11, and covers 15 and 16.

We will also pay the additional amounts under Buildings covers 12,13, 14 and 17 up to the limits shown.

Your policy covers loss or damage to the **buildings** by the following causes and covers:

Cause 1 - Storm or flood

What is covered

Loss or damage caused by storm or flood.

Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone is not a storm unless it is unusual or very extreme.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) caused by frost, subsidence, ground heave or landslip.
 - b) to gates, hedges or fences.
 - c) to drives, patios and paths unless **your home** has been damaged at the same time and by the same cause.
 - d) to radio or television aerials or satellite dishes.
 - e) caused by rising ground water levels.
 - f) caused by any gradually operating cause or wear and tear.

Cause 2 - Escape of water or frost damage

What is covered

Loss or damage caused by water leaking from or freezing in:

1. a fixed water drainage or heating installation.
2. a washing machine, dishwasher, water bed, fridge or freezer as a result of these items not operating as designed.

We will also pay up to £5,000 for any one claim for reasonable costs that **you** incur in finding the source of the damage to the **home**. This includes reinstating walls, floors or ceilings that are removed or damaged during the search following loss or damage.

Damage to the items themselves is only covered if the damage has happened as a result of an insured cause or cover.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage caused by subsidence, ground heave or landslip.
3. Loss or damage while **your home** is **unoccupied** or **unfurnished**.
4. Damage caused by sinks, baths and basins overflowing as a result of the taps being left on. This exclusion does not apply if **you** have chosen Buildings Home Plus cover.

Cause 3 - Escape of oil

What is covered

Loss or damage caused by oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

We will also pay up to £5,000 for any one claim for reasonable costs that **you** incur in finding the source of the damage to the **home**. This includes reinstating walls, floors or ceilings that are removed or damaged during the search following loss or damage.

Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.

Cause 4 - Subsidence ground heave or landslip

What is covered

Loss or damage caused by:

1. subsidence or ground heave of the site on which the **buildings** stand.
2. landslip.

*Damage to **your home** caused by the ground moving is covered whether this movement is downwards, due to subsidence, upwards, due to heave or sideways, due to landslip.*

*Subsidence is the downward movement of a building foundation caused by loss of support of the site beneath the foundations. This is usually associated with volumetric changes in the subsoil and is covered by **your policy**. Settlement is movement due to the distribution or re-distribution, loading and stresses within the various elements of construction.*

*This usually occurs early in the life of the **building** and is not normally a continuing problem. Settlement is not covered by **your policy**.*

What is not covered

1. The amount of the subsidence **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the **home** has been damaged at the same time by the same cause.
 - b) due to normal settlement, shrinkage, or expansion.
 - c) to or as a result of movement of solid floor slabs and non load bearing walls, unless the foundations beneath the external walls of the **home** are damaged at the same time by the same cause.
 - d) resulting from construction, structural alteration, repair or demolition.
 - e) caused by coastal or river bank erosion.
 - f) arising from the use of defective materials, defective design or faulty workmanship.

Cause 5 - Theft

What is covered

Loss or damage caused by theft or attempted theft.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.

Cause 6 - Collision

What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage caused by domestic pets or insects.

Cause 7 - Falling trees

What is covered

Loss or damage caused by falling trees or branches.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage caused during tree felling, lopping or topping.
3. The cost of removing fallen trees or branches that have not caused damage to the **buildings**.

Cause 8 - Aerials, satellite dishes, telegraph poles or electricity pylons

What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage to the aerial or satellite dish.

Cause 9 - Fire, explosion, lightning or earthquake

What is covered

Loss or damage caused by fire, explosion, lightning or earthquake.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Smoke damage caused gradually from repeated exposure.

Cause 10 - Malicious people

What is covered

Loss or damage caused by malicious people.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.
3. Malicious damage caused by **you** or **your family**.

Cause 11 - Riot and civil commotion

What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 12 - Debris removal and building fees

What is covered

We will pay up to £35,000 for:

1. architects surveyors consulting engineers and legal fees
2. the cost of clearing debris from the site or demolishing or shoring up the **buildings**
3. the cost to comply with government or local authority requirements incurred following a valid claim for damage under Buildings covers 1-11.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 13 - Keys and locks**What is covered**

We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

1. external doors and windows of the **home**
2. a safe within the **home**
3. an alarm protecting the **home** after the keys are lost or stolen.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. The cost of replacing keys and locks to a garage or **outbuilding**.

If **you** have chosen Buildings and Contents insurance then **we** will only pay under one section for any one claim.

Cover 14 - Alternative accommodation**What is covered**

We will pay up to £100,000 for any one claim for the reasonable cost of alternative accommodation for **you**, **your family** and your domestic pets when your **home** cannot be lived in due to loss or damage under Buildings causes 1-11.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 15 - Emergency entry**What is covered**

Loss or damage to the **buildings** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency involving **you** or **your family**.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 16 - Contracting purchaser**What is covered**

If **you** have entered into a contract to sell the **home** the person buying it will have the full protection of **your policy** for the **buildings** up to the date of completion of the purchase as long as the **home** is not covered by any other insurance.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 17 - Property owner's liability**What is covered**

Subject to the limit below **we** will pay any amount that **you** or **your family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** in respect of accidental:

1. death, bodily injury or illness of any person who is not an employee of either **you** or **your family**.
2. damage to material property not belonging to or in the custody or control of **you** or **your family** or **domestic staff** and arising from **your** ownership (but not occupation) of the premises.

Arising from:

- a) **your** ownership of the **buildings**
- b) defective work carried out by **you** or **your family** or on **your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **you** or **your family** before the occurrence of bodily injury or damage in connection with such private residence.

In the event of **your** death **we** will treat **your** legal representative as **you** in respect of liability incurred by **you**. **We** will not pay more than £2,000,000 (including costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.

What is not covered

Your legal liability to pay compensation arising directly or indirectly from:

1. an agreement which imposes a liability on **you** which **you** would not be under in the absence of such agreement.
2. the use of the **home** for any business, trade, profession or employment.
3. death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment.
4. if **you** are entitled to indemnity under another insurance **policy** **we** will not pay more than **our** proportional share.
5. arising more than seven years after this **policy** has expired or been cancelled
6. for the cost of rectifying any fault or alleged fault.

Your **policy** schedule will show if **you** have chosen this section.

Cover 1 - Glass and sanitaryware

What is covered

Accidental breakage of:

1. fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas.
2. fixed ceramic hobs and ceramic tops of fixed cookers.
3. fixed sanitary ware and bathroom fittings.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Damage to property that does not form part of the **home**.

Cover 2 - Pipes and cables

What is covered

Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the **home** and for which **you** are responsible.

We will also pay up to £5,000 for any one claim for reasonable costs that **you** incur in finding the source of the damage to the **home**. This includes reinstating walls, floors or ceilings that are removed or damaged during the search.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.

*Cover for accidental loss of metered water may apply under **Contents** Cover 15.*

Your **policy** schedule will show if **you** have chosen this section. Please note **you** can only choose this additional cover section if **you** have selected Buildings Home Plus.

Cover 1 - Wider accidental damage

What is covered

Accidental loss or damage to the **buildings**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule
2. Loss or damage:
 - a) specifically excluded under **buildings** causes 1-11 and covers 12-17 and covers 1-2 under Buildings Home Plus cover.
 - b) by frost.
 - c) by wear and tear or any gradually developing deterioration, settlement or shrinkage of the **buildings**.
 - d) by fungus, insects or vermin or wet or dry rot.
 - e) by chewing, scratching, tearing or fouling by domestic pets.
 - f) by mechanical or electrical breakdown or failure.
 - g) specifically covered elsewhere in this **policy**.
 - h) arising from the alteration or extension of the **buildings** or the cost of maintenance or routine decoration.
 - i) arising from faulty workmanship, defective design or use of defective materials.
 - j) whilst the **home** is **unoccupied** or **unfurnished**.

If **you** have chosen this section, **your** schedule will show Contents Home Essential or Contents Home Plus. If it shows Contents Home Plus the section on page 38 will also apply.

The inflation protection section applies.

What are contents

All of the following things are included provided that they belong to **you** or **your family** or **you** or **they** are legally responsible for them and, with the exception of **business equipment**, they are primarily used for private purposes.

Definitions:

Household goods

This includes tenants' fixtures fittings and interior decorations.

Personal effects

Clothes and items of a strictly personal nature likely to be worn, used or carried. For example MP3 players, mobile phones and sports equipment.

This does not include **valuables** or **money**.

Valuables

Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals.

Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards.

This does not include credit card, cheque card or cash dispenser card liability.

This cover is provided under Contents cover 13 - Credit card liability.

Business Equipment

All computers and equipment (excluding data) used for business, trade, profession or employment purposes. This includes stock but excludes business **money**.

What is not covered

1. Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, childrens motor cycles, childrens motor cars, quad bikes and childrens quad bikes) – but **we** will cover lawnmowers, garden tools, wheelchairs, mobility/disability scooters, models and toys.
2. Parts, accessories, tools, fitted radios, cassette players and compact disc players and satellite navigation systems for the items in 1. above.
3. Any living creature.
4. **Contents** more specifically insured by any other insurance.
5. Documents other than as shown in Contents cover 19 Documents.
6. Lottery tickets and raffle tickets.
7. Any part of the structure of the **buildings**, other than fixtures and fittings, for which **you** are responsible as the occupier.

What is the most we will pay?

In total **we** will pay up to the **contents** limit shown in **your** policy schedule for any one claim under Contents covers 1 – 11, and covers 17, 23 and 29.

We will pay up to the limits shown for Contents covers 12 – 16, 18 – 22, 24 – 28 and 30.

The following limits apply:

- For any one **valuable** – £12,000 or any higher amount shown in **your** policy schedule.
- For any one claim for **valuables** – £24,000 or any higher amount shown in **your** policy schedule.
- For **money** – £500.
- For **business equipment** – £5,000 which can include an amount up to £500 for business stock.

These are the standard limits. If **you** have increased any of them, the new limits will be shown in **your** policy schedule.

Your policy covers loss or damage to **you** or **your family's contents** while they are in the **home** by the following causes and covers:

Cause 1 - Fire, explosion, lightning, earthquake

What is covered

Loss or damage caused by fire, explosion, smoke, lightning or earthquake.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Smoke damage arising gradually or out of repeated exposure.

Cause 2 - Storm or flood

What is covered

Loss or damage caused by storm or flood.
Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone is not a storm unless it is unusual or very extreme.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) by frost.
 - b) to property in the open.
 - c) caused by rising ground water levels.
 - d) caused by any gradually operating cause or wear and tear.

Cause 3 - Theft

What is covered

Loss or damage caused by theft or attempted theft.
Your policy schedule will detail any minimum security precautions that may apply.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.
3. Loss or damage if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
4. Loss or damage from **your home** if any part of it is occupied by anyone other than **you** or **your family**, unless there has been forcible and violent entry to or exit from **your home**.
5. Theft of pedal cycles.

Cause 4 - Escape of water

What is covered

Loss or damage caused by water leaking from:

1. a fixed water drainage or heating installation
2. a washing machine, dishwasher, water bed, fridge or freezer as a result of these items not operating as designed.

Damage to the items themselves is only covered if an insured cause or cover is operative.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.
3. Damage caused by sinks, baths and basins overflowing as a result of the taps being left on. This exclusion does not apply if **you** have chosen Contents Home Plus cover.

Cause 5 - Escape of oil

What is covered

Loss or damage caused by oil leaking from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.
Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.

Cause 6 - Malicious people

What is covered

Loss or damage caused by malicious people.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.
3. Malicious damage caused by **you** or **your family**.

Cause 7 - Riot and civil commotion

What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.

Cause 8 - Subsidence, ground heave or landslip

What is covered

Loss or damage caused by:

1. subsidence or ground heave of the site on which the **buildings** stand.
2. landslip.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage caused by coastal or river bank erosion.

Cause 9 - Collision

What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage caused by domestic pets or insects.

Cause 10 - Aerials, satellite dishes, telegraph poles or electricity pylons

What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, masts, telegraph poles, electricity pylons or overhead cables.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Mechanical or electrical breakdown or failure.
3. Damage caused by or in the process of cleaning maintenance repair or dismantling.
4. Damage to equipment not in or on the **buildings**.
5. Loss or damage to the items themselves.

*Items in or on the **home** may be covered if **you** have selected Contents Home Plus cover – see Contents Home Plus section cover 1.*

Cause 11 - Falling trees

What is covered

Loss or damage caused by falling trees or branches.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage caused by tree felling, lopping or topping.
3. The cost of removing fallen trees or branches.

Cover 12 - Keys and locks

What is covered

We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

1. external doors and windows of the **home**
2. an alarm protecting the **home**
3. a safe in the **home** after the keys are stolen.

Emergency key replacement is provided under the Emergency Home Assistance section (if chosen).

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
 2. The cost of replacing keys and locks to a garage or **outbuilding**.
- If **you** have chosen both Contents and Buildings insurance then **we** will only pay under one section for any claim.

Cover 13 - Credit card liability

What is covered

Your or **your family's** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from **your home** and following its unauthorised use by any person not related to or living with **you**.

We will pay up to £1,000 for any one claim.

*Do not forget to immediately inform the Police and issuing authorities in the event of a loss or if **you** suspect fraudulent use of any card.*

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Any loss unless **you** or **your family** have complied with the terms and conditions of the issuing authority.
3. Any loss or claim due to accounting errors or omissions.

Cover 14 - Domestic heating oil

What is covered

We will pay up to £1,000 for any one claim for accidental loss of domestic heating oil.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.

Cover 15 - Metered water

What is covered

We will pay up to £1,000 for any one claim for accidental loss of metered water.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while **your home** is **unoccupied** or **unfurnished**.

Cover 16 - Contents in the garden

What is covered

We will pay up to £1,000 for any one claim for loss or damage by causes 1 and 3 – 11 to **contents** when in the open within the boundaries of the **home**.
Items such as garden furniture, external statues and garden pots are included within this section. Plants and trees are covered under Cover 28 – Garden plants.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage to plants and trees.
3. Loss or damage to **valuables** or **money**.
4. Loss or damage to **business equipment**.
5. Loss or damage to **pedal cycles**.

Cover 17 - Temporary removal

What is covered

Loss or damage by causes 1 – 11 when **contents** are temporarily removed from **your home** to:

1. any bank or safe deposit.
2. any occupied private dwelling.
3. any building where **you** or **your family** are working or temporarily living anywhere in the world.

Under 2 and 3 the maximum amount payable for theft or attempted theft from a room in a school boarding house, college or university halls of residence accommodation is £2,500 for any one claim.

We provide insurance protection for **contents** in **your home** during short periods of unoccupancy for example when **you** are on holiday. **You** must tell **us** if **you** are going away for 30 or more consecutive days or **your home** is to be vacated, as this will affect the terms of **your policy**.

Student belongings

We cover student's possessions up to the total sum insured providing the student's permanent address is the **home**. Additional cover is available under the Personal possessions Section (if chosen).

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) by theft, unless it involves forcible or violent entry to or exit from a building.
 - b) from a caravan, a mobile home or motor home.
 - c) outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious people.
 - d) to **business equipment**.

Cover 18 - Alternative accommodation

What is covered

While **your home** cannot be lived in because of loss or damage covered by this **policy** we will pay up to £18,000 for any one claim for:

1. rent for which **you** are legally liable or
2. the reasonable increased cost of alternative accommodation for **you, your family** and **your** domestic pets.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 19 - Documents

What is covered

We will pay up to £500 towards any one claim for loss or damage, by causes 1–11, to documents (other than **money**) whilst:

1. within the main building of the **home** or
2. deposited in a bank safe deposit or solicitor's strongroom anywhere in the world.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Property more specifically insured by any other insurance.
3. Property mainly used for business, trade, profession or employment purposes.

Cover 20 - Religious festivals, weddings and civil partnerships

What is covered

Your contents cover limit is automatically increased by £6,000 for gifts and provisions:

1. for 30 days before and after a recognised religious festival.
2. for 30 days before and after **your** or a member of **your family's** wedding.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 21 - Visitors' personal effects

What is covered

We will pay up to £1,000 towards any one claim, for each visitor, for loss or damage by causes 1-11 to their **personal effects** whilst within the **home**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage specifically excluded under **Contents** cover.

Cover 22 - Domestic staff's personal effects

What is covered

We will pay up to £1,000 towards any one claim, for each member of your **domestic staff**, for loss or damage, by causes 1-11, to their **personal effects** whilst within the **home**.

What is not covered

The amount of the **excess** shown in **your** policy schedule.

Cover 23 - Frozen food

What is covered

Loss or damage to food in a fridge or freezer which is made inedible by:

1. a change in temperature.
2. contamination by refrigerant or refrigerant fumes.

The fridge or freezer must be:

1. in the **home**.
2. owned by, or the responsibility of, **you** or **your family**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage resulting from:
 - a) the deliberate act of **you**, **your family** or any electricity supplier.
 - b) strike, lock-out or industrial dispute.
 - c) property more specifically insured by any other insurance.
 - d) property mainly used for business, trade, profession or employment purposes.

Cover 24 - Liability to domestic staff

What is covered

Subject to the limit below, **we** will pay any amount that **you** or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

We will not pay more than £10,000,000 (which includes costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.

What is not covered

Your or **your family's** legal liability to pay compensation or costs for bodily injury (including death) sustained by any **domestic staff** when they are:

1. carried in or on a vehicle
 2. entering, getting onto or getting off a vehicle
- where such bodily injury or illness (including death) is caused by or arises out of **your** or **your family's** use of a vehicle.

The expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.

Cover 25 - Tenant's liability (applicable if the home is rented)

What is covered

Subject to the limit below **we** will cover any amount that **you** or **your family** become legally liable to pay as tenant of the **home** in respect of:

1. damage to the **buildings** by any cause specified under the Buildings section of this **policy**.
2. accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **home**.
3. accidental breakage of:
 - a) fixed glass in:
 - i) windows.
 - ii) doors.
 - iii) fanlights.
 - iv) skylights.
 - v) greenhouses.
 - vi) conservatories.
 - vii) verandas.
 - b) fixed ceramic hobs or hob covers.
 - c) fixed sanitaryware and bathroom fittings.

We will not pay more than £12,000 for any one claim or series of claims arising from any one event or one source or original cause.

What is not covered

Loss or damage to gates, hedges and fences

Cover 26 - Public liability

What is covered

Subject to the limit below, **we** will pay any amount that **you** or **your family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** in respect of accidental:

1. death bodily injury or illness of any person.
2. damage to material property not belonging to or in the custody or control of **you, your family** or **domestic staff**

arising from:

- a) the occupation of the **home** (but not its ownership).
- b) the private pursuits of **you** or **your family**.
- c) the employment by **you** or **your family** of **domestic staff**.

We will not pay more than £2,000,000 (including costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.

What is not covered

Legal liability to pay compensation or costs arising from:

1. any business, trade, profession or employment.
2. the transmission of any communicable disease or virus.
3. owning, possessing or using any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes). **We** will cover liability arising from owning, possessing or using lawn mowers, garden implements, wheelchairs, mobility/disability scooters, models and toys.
4. owning, possessing or using watercraft (which includes sailboards and windsurfers), aircraft, caravans and trailers. **We** will cover liability arising from owning, possessing or using model toys, hand or foot propelled watercraft under 5 metres in length and surfboards.
5. owning, possessing or using an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation, including subsequent legislation, of similar intent if applicable).
6. any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

Cover 27 - Unrecovered damages

What is covered

We will pay up to £2,000,000 in respect of any award of damages made in **your** or **your family's** favour which:

1. is for death, bodily injury, illness or damage to property of such nature that **you** or **your family** would have been entitled to indemnity under Contents cover 26 – Public liability had **you** or **your family** been responsible for the injury or damage and
2. is made by a court within the United Kingdom, Isle of Man or Channel Islands and
3. is still outstanding six months after the date on which it is made and
4. is not being appealed

Cover 28 - Garden plants

What is covered

We will pay up to £500 for any one claim for loss or damage to plants, bushes, shrubs and trees while in the open within the boundaries of the land belonging to the **home** caused by:

1. fire, smoke, explosion, lightning or earthquake.
2. theft or attempted theft.
3. malicious people or vandals.
4. riot, civil commotion, strikes and labour and political disturbances.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Cover 29 - Emergency entry

What is covered

Loss or damage to **contents** caused when the fire police or ambulance service has to force an entry to the **buildings** because of an emergency involving **you** or **your family**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.

Cover 30 - Fatal accident

What is covered

We will pay up to £5,000 to the deceased's legal representatives if **you**, or **your** domestic partner living with **you**, suffers bodily injury within the United Kingdom, the Channel Islands or the Isle of Man as a result of:

1. an accident, assault or fire in the **home**.
 2. an accident whilst travelling as a passenger on a public service vehicle.
 3. an assault in the street
- during the **period of insurance** which proves fatal within 12 months of its occurrence.

What is not covered

Loss or damage if the person is over 75 years of age when the policy was last renewed.

Your policy schedule will show if you have chosen this section.

Cover 1 - Entertainment equipment

What is covered

Accidental damage to:

1. television sets and radios.
2. MP3 players, CD players, record players and tape recorders.
3. DVD players and video recorders.
4. computers (including portable computers).
5. cable/satellite/digital television receivers.
6. television aerials and satellite dishes.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Mechanical or electrical breakdown or failure.
3. Damage to discs, records, cassettes and tapes.
4. Accidental damage or contamination to computers or computer equipment by:
 - a) loss or distortion of data.
 - b) accidental loss or mislaying or misfiling of documents or records.
 - c) viruses.
5. Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering.
6. Loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it.
7. Damage to equipment not in or on the **home**.
8. Loss or damage by chewing, scratching, tearing or fouling by domestic pets.
9. Damage caused by rot, fungus, insects or vermin.
10. Damage caused by the action of light or any atmospheric or climatic condition.
11. Damage caused by any gradually operating cause or wear and tear.
12. Mobile phones.

Cover 2 - Mirrors and glass

What is covered

Accidental breakage of:

1. mirrors.
2. fixed glass in and glass tops of furniture.
3. ceramic hobs and ceramic tops of cookers.
4. glass oven doors.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage when the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage to **contents** while they are not in the **home**.

CONTENTS HOME PLUS - WIDER ACCIDENTAL DAMAGE

Your policy schedule will show if you have chosen this section. Please note you can only choose this additional cover section if you have selected Contents Home Plus.

Cover 1 - Wider accidental damage

What is covered

Accidental loss or damage to **contents** while they are in the **home**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Any loss or damage specifically excluded under Contents causes 1-11 and covers 12-30.
3. Accidental loss or damage:
 - a) by mechanical or electrical breakdown or failure.
 - b) arising from the cost of remaking any film, disc or tape or the value of any information contained on it.
 - c) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.
 - d) by chewing, scratching, tearing or fouling by domestic pets.
 - e) by rot, fungus, insects or vermin.
 - f) by the action of light or any atmospheric or climatic condition.
 - g) by any gradually operating cause or wear and tear.
 - h) to food, drink or plants.
 - i) specifically covered under Contents causes 1-11, Contents covers 12-30 and covers 1 - 2 under Contents Home Plus cover.
 - j) to computers or computer equipment by:
 - i) loss or distortion of data.
 - ii) accidental loss or mislaying or misfiling of documents or records.
 - iii) viruses.
 - iv) contamination.
 - k) arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming. e.g. costs incurred in preparing the claim or loss of earnings following your bodily injury or illness.
 - l) while the **home** is **unoccupied** or **unfurnished**.

Cover 2 - House removal

What is covered

Accidental loss or damage to **contents** while being removed, by professional removal contractors, from the **home** to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Accidental loss or damage:
 - a) to **money**.
 - b) to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors.
 - c) to jewellery.
 - d) during sea transit.
 - e) whilst the **contents** are in storage.
 - f) by mechanical or electrical breakdown or failure.

PERSONAL POSSESSIONS

Your policy schedule will show if **you** have chosen this section.

The Inflation protection section applies.

What are Personal possessions?

All of the following things are included if they belong to **you** or **your family** or **you** or **they** are legally responsible for them and they are mainly used for private purposes.

Personal effects

Clothes and items of a strictly personal nature likely to be worn, used or carried. For example MP3 players, mobile phones and sports equipment. It does not include **valuables**, **money**, or pedal cycles.

Valuables

Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals.

Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards.

If **you** have benefited from a reduced premium for items permanently kept in **your** bank, **you** must let **us** know prior to their removal otherwise there will be no cover.

What is the most we will pay?

We will pay up to the sum insured shown in **your** policy schedule for any one claim. The sum insured for this section is included within the **contents** cover limit and is not in addition to it.

The following limits apply:

for money	–	£500
for any one unspecified article	–	The unspecified personal possessions sum insured or £10,000 whichever is the lower.

These are the standard limits, if **you** have changed any of them, the new limits will be shown in **your** policy schedule.

Cover 1 - Loss or damage

What is covered

Loss or damage to **you** or **your family's valuables**, **money** and **personal effects** anywhere in the world.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) arising from the cost of remaking any film, disc or tape or the value of any information held on it.
 - b) caused by, or in the process of, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.
 - c) caused by chewing, scratching, tearing or fouling by domestic animals.
 - d) caused by rot, fungus, insects or vermin.
 - e) caused by any gradually operating cause or wear and tear.
 - f) caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view, all windows are closed and all doors, including the boot, are locked.

PERSONAL POSSESSIONS continued

What is not covered (continued)

- g) to items not in the care, custody or control of **you, your family** or an authorised person.
- h) caused by theft or attempted theft from an unlocked hotel room.
- i) arising from depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming. e.g. costs incurred in preparing the claim or loss of earnings following **your** bodily injury or illness.
- j) by mechanical or electrical breakdown or failure.
- k) to watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs, models and toys are covered.
- l) to parts, accessories, tools and fitted radios, cassette players and compact disc players and satellite navigation systems for the things excluded in (k) above.
- m) to any property mainly used for the purpose of business, trade, profession or employment.
- n) to plants or any living creature.
- o) to documents.
- p) where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable.
- q) specifically covered elsewhere in this **policy**.
- r) to computers or computer equipment by:
 - i. loss or distortion of data.
 - ii. accidental loss or mislaying or misfiling of documents or records.
 - iii. viruses.
 - iv. contamination.
- t) while the **home** is **unoccupied** or **unfurnished**.
- u) to property more specifically insured by any other insurance.
- v) to lottery tickets and raffle tickets.

Cover 2 - Credit card liability

What is covered

Your or **your family's** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or living with **you**.

We will pay up to £1,000 for any one claim.

*Do not forget to immediately inform the Police and issuing authorities in the event of a loss or if **you** suspect fraudulent use of any card.*

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Any loss unless **you** or **your family** have complied with the terms and conditions of the issuing authority.
3. Any loss or claim due to accounting errors or omissions.

PEDAL CYCLES

Your policy schedule will show if **you** have chosen this section.

We will pay up to £1,000 for any one claim for each pedal cycle (up to a maximum of £2,500).

Cover 1 - Loss or damage

What is covered

Loss or damage to pedal cycles and accessories belonging to **you** when:

1. anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean; or
2. anywhere in the world for up to 60 days during any **period of insurance**.

What is not covered

1. The amount of the **excess** shown in **your** policy schedule.
2. Loss or damage:
 - a) to tyres and accessories, unless the cycle is lost or damaged at the same time.
 - b) by theft of any unattended pedal cycle, unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle.
 - c) while being used for racing, pacemaking or trials.
 - d) to cycles mainly used for business purposes.
 - e) by cleaning, maintenance, repair, dismantling, altering or dyeing.
 - f) by wear and tear or any other gradually operating cause.
 - g) by rot, fungus, insects or vermin.
 - h) by depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming e.g. costs incurred in preparing the claim or loss of earnings following **your** bodily injury or illness.
 - i) by mechanical or electrical breakdown or failure.
 - j) where property is obtained using any form of payment which proves to be counterfeit, false, fraudulent, invalid, irrecoverable or irredeemable for any reason.
 - k) more specifically insured elsewhere in this **policy** or any other **policy**.

Your policy schedule will show if this section is in force.

The insurer under this section is Inter Partner Assistance SA. Registered number: FC008998.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. You can check this on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

DEFINITIONS

Where **we** explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Emergency Home Assistance section only.

We list the definitions alphabetically.

Approved contractor

A tradesperson authorised in advance by Homeserve Claims Management Ltd to carry out repairs.

Emergency

A result of a sudden and unforeseen event at the **home** that, if not dealt with quickly will:

1. expose **you** or anyone else in the **home** to a health risk or
2. cause a risk of or loss of or damage to the **home** and or any of **your** belongings or
3. render the **home** uninhabitable.

This definition includes damage to or breakdown of the **essential services** to the **home** and/or permanent and irreplaceable loss of all keys required to gain access to the **home**, but not **outbuildings**.

Emergency repairs

Work undertaken by an **approved contractor** to resolve the **emergency** by completing a **temporary repair**.

Essential services

Mains drainage to the boundary of the **home**, water, electricity and gas within the **home** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Home

Your principle permanent place of residence, comprising private residence, garage and outbuildings used for domestic purposes in the United Kingdom.

Insured/you/your

The policyholder and/or any member of the policyholder's family normally living at the **home**.

IPA/we/us/our

Inter Partner Assistance SA, who are a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Insurance Group located at The Quadrangle, 106 - 118 Station Road, Redhill, Surrey RH1 1PR.

Period of insurance

12 calendar months from the start date set out in **your** policy schedule.

Permanent repair

Repairs and/or work required to put right the damage caused to the **home** by an **emergency**.

Temporary repair

A repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

Vermin

Brown or black rats, house or field mice, wasps and hornets nests.

GENERAL CONDITIONS

1. No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance.
2. **You** must quote **your policy** number when calling for assistance. **You** must produce the relevant identification to the **approved contractor** or **our** other nominated agent.
3. If any loss, damage or expense covered under this insurance **policy** is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
4. This insurance does not cover normal day to day maintenance at **your home** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.

5. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.
6. **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this policy.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

IMPORTANT INFORMATION

1. If **you** suffer an **emergency at your home** you should tell **us** on the **emergency** telephone number.

We will then:

- a) advise **you** about how to protect yourself and the **home** immediately;
 - b) organise and pay up to £1,000 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**
2. In the event of the **home** becoming uninhabitable and remaining so overnight, **we** will subject to prior agreement with yourselves, pay up to £250 including VAT in total for:
 - a) **your** overnight accommodation and/or
 - b) transport to such accommodation

What is covered

Emergency incidents that are covered by this **policy** are:

1. plumbing problems related to leaking pipes, blocked drains or leaking radiators
2. blockages in toilet waste pipes
3. **you** have lost your only key to **your home** and there is no other available key and **you** are not able to gain normal access to the **home**
4. sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
5. broken or damaged windows and doors presenting a security risk to the **home**
6. gas or electricity failure within the **home**
7. central heating or boiler failure
8. hot water failure
9. vermin inside the **home**

What is not covered

We will not pay for claims arising directly or indirectly from or relating to the following:

1. a leaking or dripping tap that needs a new washer or replacing, external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
2. burst or leaking flexible hoses which can be isolated or leaking washing appliances
3. external water supply pipes
4. failure of the boiler or the heating occurring in the months May to August inclusive
5. failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months
6. boilers over 15 years old
7. replacement of light bulbs and fuses in plugs
8. descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
9. loss of keys for outbuildings, garages and sheds
10. vermin outside the main residence e.g. in garages and other outbuildings
11. breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
12. damage to boundary walls, hedges, fences or gates
13. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr
14. electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
15. septic tanks

We will not be liable for any of the following:

1. loss or damage arising from circumstances known to **you** prior to the start date of this insurance
2. the cost of replacement parts due to natural wear and tear or damage
3. loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc
4. loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company
5. any cost relating to the attempted repair by **you** or **your** own contractor
6. any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards
7. any emergency in a **home** that has been **unoccupied** for more than 30 consecutive days
8. any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alteration to the home, faulty workmanship or the use of defective materials, or river or coastal erosion

What is not covered (continued)

9. any loss or damage arising as a consequence of:
- war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
10. any loss, or injury, damage or legal liability arising directly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all

How to make a claim

To obtain emergency assistance contact the 24 hour Emergency Helpline on:

01772 758 054

You should have the following information available upon request:

- **your name and home postcode**
- **your policy number**
- an indication as to the nature of the problem

Relevant Law

This section is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

This represents the entire agreement of the parties on the matters in question.

Data Protection

Details of **you, your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints procedure

We wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints, which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction.

If **you** have a complaint please write to Customer Relations Department, HomeServe, Cable Drive, Walsall, WS2 7BN. If **your** complaint relates to the service **you** experienced as a result of a claim, and **you** feel that the matter has not been resolved satisfactorily, **you** should write to the Managing Director of Homeserve Claims Management Ltd at the above address. In the unlikely event that **you** are not satisfied with the response from Homeserve Claims Management Ltd, **you** can ask **us** for details of FOS, the Financial Ombudsman Service.

The existence of these procedures does not affect **your** right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either Homeserve Claims Management Ltd or on www.fscs.org.uk

Cancellation rights

If this section does not meet **your** requirements, please return all **your** documents within 14 days of receipt and providing no claims have been made **we** will refund **your** premium in full.

We may cancel this **policy** by giving **you** at least seven days notice at **your** last known address. If **we** cancel the **policy**, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made.

We reserve the right to refuse renewal of any individual **policy**.

FAMILY LEGAL PROTECTION

Your policy schedule will show if this section is in force.

The **insurer** under this section is Inter Partner Assistance SA. Registered No FC008998.

You will have to give **your** policy number (shown in the policy schedule) together with **your** name and address when using this service.

DEFINITIONS

Where **we** explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Family Legal Protection section only.

We list the definitions alphabetically.

Chances of success

In **our** reasonable opinion:

- it is probable that **you** will win **your** case assuming it is decided at a final hearing and **you** will be able to get the compensation or result **you** want and
- **your** interests cannot be better achieved in any other way

Conditional fee agreement

A valid agreement made between **you** and **your professional adviser** with **our** written permission where the **professional adviser's** fees and payments or any part of them are paid by **you** only if **your** claim succeeds.

Costs

- Up to the limit of the cover as shown in the schedule.
- Reasonable legal fees and disbursements (expenses) which **you** will have to pay to **your professional adviser** and
- Reasonable legal fees and disbursements (expenses) **you** are ordered to pay or have agreed to pay (with **our** permission in writing).

Event(s)

The incident of the first of a series of incidents which may lead to a claim under this insurance. **We** will treat only one insured incident as having arisen from all causes of action incidents or **events** that are related by the same cause or at the same time.

Excess

The first £50 of **your costs** except in relation to cover 6 - Tax where the amount is £150.

Home

Your main permanent private residence.

Insurer

Inter Partner Assistance SA The Quadrangle 106 –118 Station Road Redhill Surrey RH1 1PA. Registered No FC008998.

Inter Partner Assistance SA is authorised by the Commission Bancaire Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority in the UK. This can be checked on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Legal action

Steps **you** need to take to protect **your** legal rights through a court or when dealing with HM Revenue & Customs under cover 6 – Tax.

For all sections under what is covered on the following pages that court must be in the European Union.

Limit of cover

The most the **insurer** will pay for all claims under this **policy** arising from one or more **events** which happen at the same time in the same place or from the same cause shown in **your** policy schedule.

Period of insurance

The period which is no more than one calendar year during which this legal expenses cover is in force as shown in **your** policy schedule.

Policy period

The period of legal expenses cover **we** provide. It starts with the date on which **you** first took out that cover and ends with the end of the **period of insurance** – as long as there has been no break in cover at any stage.

Professional adviser

The firm of solicitors or suitably qualified tax adviser **we** appoint to act for **you** under this legal expenses insurance. **We** will appoint **our** panel Solicitors or their agents **we** have authorised to act for **you** before legal proceedings start or unless there's a conflict of interest.

Standard costs

The level of **costs** that would normally be incurred in using a nominated **professional adviser** of **our** choice up to the limit of the cover as shown in the schedule.

Start date

The date during the **policy period** on which this 'claims made' legal expenses cover first started as shown in **your** policy schedule.

We/us/our

Arc Legal Assistance Limited acting for the **insurer** to manage this legal expenses insurance.

You/your/yourself

The policyholder named in the policy schedule whose permanent residence is within the United Kingdom the Channel Islands or the Isle of Man and his or her husband wife or partner and all other persons permanently living within the **home** other than rent paying guests but including **your** children attending university or college whose main residence is the **home**.

LEGAL HELPLINE

You can contact **our** helpline on 0844 770 1056 for advice on any personal legal or tax problem directly affecting **you**. Please quote 'ING Direct'. **We** will not provide advice about **your** business trade or profession. The legal helpline is available 24 hours a day 365 days a year. The tax helpline is available between 9am and 5pm Monday to Friday (other than public holidays). The advice available from the helpline is limited to the law of the United Kingdom the Channel Islands and the Isle of Man except the tax helpline which is limited to the law of Great Britain and Northern Ireland.

The legal helpline is provided on **our** behalf by **our** panel Solicitors or their agents **we** have authorised.

We will monitor and record calls that are made to us for training and other lawful purposes.

Other than for reasons set out in the terms of this **policy**, **you** are covered for those areas described below as long as the following has happened:

1. During the **period of insurance**:
 - a) **you** become aware about an **event** which may give rise to a claim under this insurance and
 - b) **you** let **us** know
2. The **event** happens within the **policy period** and after the **start date**. Where **your** claim arises from a series of **events** then the first of these must happen within the **policy period** and after the **start date**.
3. **Costs** must not be greater than any likely financial benefit that **you** would gain as a result of the **legal action**.

Cover 1 - Personal injury

What is covered

The **insurer** will pay **your costs** of taking **legal action** to bring a civil claim against the person or organisation responsible following an **event** which causes **your** death or personal injury.

Cover 2 - Consumer

What is covered

1. The **insurer** will pay your costs of taking **legal action** to bring a civil claim resulting from a breach of a contract for goods or services **you** have bought for your own private use. The contract for the goods or services must have been made after the start of the **policy** period and at least £250 must be in dispute.
2. The **insurer** will pay your costs of **legal action** to defend yourself in a civil court as a result of a dispute concerning a contract for the sale of **your** private goods. At least £250 must be in dispute and the agreement must have been made after the start of the **policy** period.

Cover 3 - Property

What is covered

The **insurer** will pay **your costs** of taking **legal action** to bring a civil claim resulting from an incident which causes:

1. actual or likely physical damage to **your home** and/or
2. a nuisance and/or
3. a trespass

This applies if it affects or will affect **your** owning or living in **your home**. The **event** must happen at least 180 days after the start of the **policy period** and after the **start date**.

Cover 4 - Employment

What is covered

The **insurer** will pay **your costs** of taking **legal action** to bring a civil claim as a result of an infringement of **your** rights relating to **your** contract of employment. This must happen prior to the termination of the contract of employment and at least 90 days after the start of the **policy period** and after the **start date**.

For the purposes of a claim under this section 'infringement' means an interference of **your** rights which in **our** reasonable opinion is serious enough to justify legal proceedings.

Cover 5 - Motoring prosecution

What is covered

The **insurer** will pay **your costs** of **legal action** to defend a criminal prosecution arising from a motoring offence.

Cover 6 - Tax

What is covered

The **insurer** will pay **your costs** of **legal action** to do with an enquiry by HM Revenue & Customs into your private tax affairs after **you** have received a notice under section 9A of the Taxes Management Act 1970 or correspondence under section 29 of that Act.

Cover 7 - Data Protection

What is covered

The **insurer** will pay **your** costs of pursuing **legal action** against a person or organisation that has broken the Data Protection Act 1988 which has resulted in **you** suffering a financial loss.

Additional Legal Services

What is covered

In this package **our** aim is to provide a wide ranging insured legal service.

Inevitably there are areas where it is not always possible to insure legal costs in particular those which everybody at some time faces but which are nevertheless often expensive and sometimes unexpected. Examples are

- a) Legal costs arising from the sale, purchase or re-mortgaging of the **home**
- b) Family matters
- c) Wills and probate

To help **you** deal with these and other matters which may arise **we** are able to give **you** access to discounted legal services provided in partnership with our panel Solicitors who are some of the country's leading law firms with extensive expertise in all major areas of the law.

If **you** would like to make use of the service please contact the legal helpline number for an initial telephone consultation which will be provided to **you** at no charge. **Our** panel Solicitors will provide **you** with a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

What is not covered applies to covers 1 - 6

The **insurer** will not pay for;

1. The **excess** any compensation penalty or taxes.
2. Any claim:
 - a) **you** tell us about after the **period of insurance** ends
 - b) where **your** delay during the **period of insurance** in telling us of an event has prejudiced the insurer's position
 - c) arising from an **event** which happens or a series of events which starts before the start date
 - d) arising from an **event** which happens or a series of events which start after the start date and outside the **policy period**
 - e) where before the start date **we** reasonably believed **you** were aware or should have been aware that a claim was likely to be made
 - f) where **you** were driving a motor vehicle without a valid licence and/or insurance
 - g) more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim
 - h) which is false or fraudulent
 - i) for legal costs which are not a fair representation of any financial benefit that **you** would have gained from the legal action.
3. Any claim to do with or arising from:
 - a) medical or clinical treatment advice help or care
 - b) stress, emotional or psychological injury
 - c) illness, personal injury or death which is caused gradually or is not caused by a single act or failure to act
 - d) anything to do with building, rebuilding, converting or extending all or part of a building
 - e) marriage separation, divorce, cohabitation maintenance or proceedings relating to rights about children
 - f) any dispute between a landlord and tenant or licensor and licensee
 - g) a tax or charge relating to **your** owning or living in **your home**
 - h) a dispute with a provider of financial services or products other than Cover 4 Employment
 - i) professional negligence in relation to services provided in connection with a matter not covered under this insurance
 - j) any works by or under the order of any government public or local authority
 - k) town and country planning laws and regulations
 - l) a venture for gain or investments of any kind including stocks or shares
 - m) intellectual property rights
 - n) passing confidential information to another person without permission
 - o) any matter connected with **your** business profession or trade unless the claim falls within 1 and/or 4, of 'what is covered'
 - p) a manufacturer's warranty or guarantee
 - q) subsidence, land heave, land slip, mining or quarrying
 - r) anything said or written about **you**

What is not covered applies to covers 1 - 6 (continued)

- s) an alleged dishonest or malicious act by **you**
- t) a dispute between **you** and us; and/or the **insurer**; and/or the professional adviser about this legal expenses cover
- u) the Equal Pay Act 1970 and any amending legislation
- v) any application for judicial review or
- w) computer software operating systems and packaged software tailored by a supplier to **your** special order.
4. Costs
 - a) associated with an appeal unless:
 - i) the appeal relates to an event that the insurer has already covered under this policy.
 - ii) **you** tell us in writing that **you** want to appeal at least 6 working days before **you** are required to give notice of appeal.
 - iii) **we** consider that the appeal has reasonable **Chances of success**.
 - b) of any private prosecution
 - c) where the claim falls under Cover 4 Employment of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement
 - d) **you** pay or agree to pay before **we** have accepted **your** claim in writing and **your** solicitor or tax adviser confirms in writing that he or she will co-operate with **you** to keep to the terms of this legal expenses cover
 - e) for more than **we** have agreed
 - f) where **you** have entered into a conditional fee agreement or any other form of alternative funding without obtaining **our** permission in writing first
 - g) awarded by an Employment or Employment Appeals Tribunal that **you** are ordered or agree to pay
 - h) arising from **your** or **your** professional adviser's unreasonable behaviour or failing
 - i) where **you** do not meet **your** duties under this **policy** or **you** or **your** professional adviser are responsible for anything which in **our** reasonable opinion affect the insurer's position
 - j) before legal proceedings are started of any professional adviser other than **our** panel Solicitors or their agents authorised by us unless a conflict of interest arises
 - k) arising from an alleged dishonest or malicious act by **you**
 - l) which are in excess of our **standard costs** where **you** have decided to use a solicitor of **your own** choice.
5. Additional exclusions for any claim under Cover 6 Tax:
 - a) which arises from an enquiry into **your** returns of business income or profits
 - b) where a false representation or statement has been made and this has resulted in misstating **your** personal income or gains or where deliberate misstatements have been made
 - c) for any amendment under section 9(4) of the Taxes Management Act 1970
 - d) for an investigation or enquiry by the Special Compliance Office or after transfer of an enquiry to that Office
 - e) where **you** have failed to keep or file accurate truthful and up to date records or returns or where **you** have failed to comply with statutory time limits or requirements

What is not covered applies to covers 1 - 6 (continued)

- f) for costs arising after **you** receive a notice under Section 28A(5) of the Taxes Management Act 1970 telling **you** that the enquiry has been completed.

GENERAL CONDITIONS

1. Premium

The policyholder named in the **policy** schedule must have paid the relevant premium and have been declared to **us** as having done so.

2. Reporting of claims

This is 'claims made' legal expenses insurance. This means that under the terms of this **policy**, **you** are covered for claims as long as during the **period of insurance**:

- **you** let **us** know about any **event** which may give rise to a claim as soon as **you** are aware of it

If there is more than one **event** arising from the same cause **you** must tell **us** as soon as possible after the first **event**.

You must phone **us** on 0844 770 1056 quoting 'ING Direct'. If **you** delay it may prejudice **your** legal position. If **you** are in any doubt about **your** need to tell **us** of a claim under this insurance or **your** eligibility to make a claim, **you** should phone **us** and ask to speak to one of **our** legal advisers.

We will send **you** a claim form. **You** must fill this in fully and truthfully and return it to **us** and give **us** at **your** own cost any information or evidence that **we** may reasonably need in order to assess **your** claim including a copy of **your** policy schedule.

3. Acceptance of your claim

The **insurer** will pay **costs** incurred after **we** accept **your** claim in writing and **your** solicitor or tax adviser confirms in writing that he or she will co-operate with **you** to keep to the terms of this **policy**.

The **insurer** will only pay the **costs** of **your** claim:

- which have been agreed in advance by **us** as to both amount and purpose and
- as long as there are reasonable **Chances of success**.

If at any stage **we** consider that **your** claim does not have a **Chance of success** **we** will give **you** an explanation of **our** decision in writing. The **insurer** will not provide any further cover for **your** claim. If **you** disagree with **our** decision **you** can refer the matter to an arbitrator, please see 'General Condition 11 - Disputes' within the Family Legal Protection section.

4. Appointing a professional adviser

At any time before **we** agree that legal proceedings need to be issued **we** will appoint **our** panel Solicitors or their agents authorised by **us** as **your professional adviser** to act for **you**. **We** can tell **your professional adviser** to act for **you** under a **conditional fee agreement**.

Only if legal proceedings have been issued or a conflict of interest arises can **you** choose a solicitor. Where **you** have elected to use a solicitor of **your** own choice **you** will be responsible for any **costs** in excess of our **standard costs**.

If **you** stop instructing **your professional adviser** without **our** prior written permission the **insurer's** liability will stop at once and the **insurer** may recover any **costs** already paid from **you**.

5. Dealing with your claim

You must immediately tell **your professional adviser** to do the following:

Provide **us** as soon as reasonably possible with:

- their views on the merits of **your** claim
- their hourly rate and estimate of the total **costs** of pursuing or defending **your** claim
- any information document or file (including **your professional adviser's** files) relating to **your** claim whether or not privileged that **we** may ask for

Keep **us** fully updated during **your** claim:

- on the progress of **your** claim including any offers to settle
- about any change in his or her views on the merits of **your** claim and
- about any change to his or her estimate of **costs**

We will set spending limits for **your professional adviser's** fees and payments during **your** claim. If they go over a limit without **our** prior written permission the **insurer** will not pay for any fees and payments above the relevant spending limit. These limits will not affect the **insurer's** right under 'General Condition 10 - Assessment and recovery of costs' within the Family Legal Protection section.

6. Co-operating with us and your professional adviser

You must co-operate with:

- **us** at all times and reply promptly to any correspondence about **your** claim and
- **your professional adviser** at all times and give them all information that they need and will go to meetings and hearings whenever they ask **you** to

7. Investigating and paying your claim

We or **our** agents may investigate **your** claim. In **our** absolute discretion the **insurer** may pay **you** an amount equal to **our** reasonable estimate of the value of **your** legal claim or that made against **you** instead of providing cover for **your costs**.

8. Settlement

You or **your professional adviser** must immediately write to tell **us** about any offer made to settle **your** claim including offers relating to **costs**. **You** must not accept any offers without getting **our** permission first. **We** will not withhold **our** consent in relation to an offer that a reasonable solicitor or tax adviser would recommend to a private client who is paying his or her own fees. If **you** do not accept an offer **we** consider to be reasonable the **insurer** will not pay any further **costs**.

9. Withdrawing and discontinuing the claim

If **you** withdraw from or discontinue (stop) **your** claim without getting **our** permission in writing first the **insurer** will not pay **costs** and will be entitled to recover from **you** any fees and payments made or charged before withdrawal or discontinuance.

We will not withhold **our** permission in relation to a withdrawal or discontinuance that a reasonable solicitor or tax adviser would recommend to a private client who is paying his or her own fees.

10. Assessment and recovery of costs

You must, if **we** ask **you** tell **your professional adviser** to send all of their files and any bill of **costs** for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by **us**.

You must:

- take reasonable steps to recover **costs** awarded or agreed to be paid to **you** and
- immediately pay **us** any **costs** **you** recover or tell **your professional adviser** to do so

If **you** pay or agree to pay **costs** above the **limit of cover** in order to end **your** case any **costs** awarded or agreed to be paid to **you** will be divided between the **insurer** and **you** to reflect the proportion of **costs** that both the **insurer** and **you** have paid for.

11. Disputes

Either **you** or **we** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **we** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the **costs** of the arbitration, the **insurer** will not pay these under the **policy**.

12. Agreement

The **insurer** is not bound by any agreement that **you** or **your professional adviser** make without **our** prior approval or permission.

13. Waiver

If **we** or the **insurer** waive(s) any right or breach of any term of this **policy** this will not waive any right or later breach.

14. Transferring your rights

You cannot transfer **your** rights under this **policy**. A person partnership (whether limited or not) or company who is not involved in this **policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

CANCELLATION

You or the **insurer** can cancel this **policy** by giving 14 days notice in writing to the other. If **we** cancel, **you** may be entitled to a refund of some of the premium as long as **you** have not made a claim.

THE LAW THAT APPLIES

You and the **insurer** can choose the law that applies to this **policy**. The **insurer** proposes that English law applies. Unless **you** and the **insurer** agree otherwise English law will apply to this **policy**.

COMPLAINTS PROCEDURE

If **you** are not happy with any part of the service **you** have received **you** should contact **us** at the address below. **We** will send a full response within five working days or tell **you** within that time when **you** can expect a response.

The Managing Director
Arc Legal Assistance Limited
PO Box 8921
Colchester CO4 5YD
Phone: 0844 770 9000

If **we** cannot sort out **your** complaint **you** may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
18 Marsh Wall
London E14 9SR
Phone: 08000 234 567

This procedure does not affect **your** legal rights.

Your policy schedule will show if this section is in force.

Cover is administered by Capita Insurance Services a trading division of Capita Commercial Services Limited.

DEFINITIONS

Where **we** explain what a word means that word will appear highlighted in bold print and will have the same meaning wherever it is used in this section.

These definitions apply to the Identity theft section only.

We list the definitions alphabetically.

Action

A civil or criminal proceeding for monetary damages as a result of **identity theft**.

Identity theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods or services in that persons name.

Payment card

Bank charge, cheque credit, debit and cash dispenser cards.

We/our/us

AXA Insurance UK plc. 5 Old Broad Street, London, EC2N 1AD. Registered England No 78950, authorised and regulated by the Financial Services Authority.

You/your

The person or people named in the policy schedule as the policyholder.

CLAIMS CONDITIONS

You must comply the following conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

If **you** discover **your** identity has been stolen either from the first fraudulent transaction identified on a credit card statement and/or any physical or electronic record with any of **your** financial institutions, **you** must:

1. contact the Identity theft helpline on 0870 164 8214
2. make sure that **you** have **your** address history for the last 6 years
3. file a police report within 24 hours of discovering the **identity theft**
4. let **your** bank(s) **payment card** company(ies) and all other accounts know of the **identity theft** within 24 hours of discovering the **identity theft**

5. fill out and return any claim forms if these apply
6. send **us** proof from **your** employer that **you** took unpaid days off if **you** wish to make a claim for lost wages and provide proof that it was necessary
7. send **us** copies of any demand notices summonses complaints or legal papers received in connection with a loss suffered
8. take all reasonable **action** to prevent further damage to **your** identity
9. make the claim no later than 6 months from the date this policy ends

We will give **you** a dedicated case manager.

Our service will give **you** access by phone to repair **your** credit file or files following an **identity theft**. **Our** service is supported by a unique document management system that automates the process and interacts with all three UK credit reference agencies. **We** will personalise documents on **your** behalf and post them to **you** for signing and sending on to the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays. To make sure **we** have an accurate record, **we** will record **your** phone conversation.

What is covered

If **you** become aware of **identity theft** **we** agree to pay up to £50,000 for:

1. reasonable legal costs **you** pay or have to pay to defend a claim from a financial institution
2. ancillary costs to:
 - a) create documents needed to prove **your** innocence in terms of any financial irregularities committed unlawfully
 - b) remove judgments wrongly entered against **you**
 - c) challenge the accuracy of information in a Credit Reference Agency report
3. postal and phone costs you pay or agree to pay in dealing with financial institutions the police and credit agencies
4. fees charged for reapplying for a loan which has been rejected
5. lost earnings as a result of time away from work to go and see the police, financial institutions and credit agencies

The events above must be a result of **identity theft**.

What is not covered

1. Any **identity theft** connected with **your** business profession or occupation.
2. Any legal **action** where **you** do not have a reasonable prospect of success.

You must contact the identity theft helpline before **you** pay or agree to pay any costs.

