



# Clear Home Advance insurance



# Contents

<b>Introduction</b>	<b>1</b>
Privacy Policy	2
How your cover works	2
Changes to your circumstances	2
How to make a claim	2
Financial Services Compensation Scheme	3
What to do if you are not satisfied	3
Renewing your policy	3
Cancellation	3
Protecting your home and belongings	4
Unoccupancy	5
Underinsurance	5
<b>Complaints Procedure</b>	<b>6</b>
<b>The meaning of words</b>	<b>7-8</b>
<b>The Cover Provided</b>	
Buildings	9-12
Contents	13-19
Personal Possessions	20
<b>Legal Expenses</b>	<b>22-30</b>
<b>General Exclusions</b>	<b>31</b>
<b>General Conditions</b>	<b>32-33</b>

## Welcome to LV= Broker

Thank you for choosing LV= Broker Clear Home Advance insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, please keep it safe with your schedule and certificate of insurance.

### **A little bit more about us...**

LV= and Liverpool Victoria are registered trademarks of Liverpool Victoria Financial Services Limited and LV= and LV= Liverpool Victoria are trading styles of the Liverpool Victoria group of companies. Your policy is underwritten by Highway Insurance Company Limited, part of the Liverpool Victoria General Insurance Group. You can find out more about us at [www.LVbroker.co.uk/customers](http://www.LVbroker.co.uk/customers).

# Introduction

**Your** Clear Advance insurance policy is made up of several parts which must be read together as they form **your** contract. Please take time to read all parts of this policy to make sure they meet **your** needs, and that **you** understand the cover provided, and the general exclusions and general conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact **your Insurance broker**.

The parts of the policy are:

- this Introduction, the General Exclusions and General Conditions, all of which apply to all sections of the policy;
- the sections of cover selected by **you**, including the Meaning of Words, the Exclusions and Conditions which apply to the section;
- the **schedule**, which includes all **endorsements** applied to the policy while the policy is in force.
- the Statement of Insurance (The Statement of Insurance is the record of the information **you** have provided **us** with).

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**.

**We** will insure **you** in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the premium for the **period of insurance**.

# Privacy Policy

## A summary of how we use personal information

**Highway Insurance Company Limited** is the controller of personal information. **We**'ll keep **you** informed about how **we** use personal information in the document 'Privacy Policy', which is available:

- online at [www.LVbroker.co.uk/customers/data-protection](http://www.LVbroker.co.uk/customers/data-protection)

**You** have a number of rights concerning personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information **we** hold about **you** or anyone on the policy.
- *correct* personal information **you** think is inaccurate or to update information **you** think is incomplete.
- have personal information *deleted* in certain circumstances.
- *restrict us* processing personal information, under certain circumstances.
- *receive* personal information in a *portable* format. This only applies to information **you** have provided to **us**.
- *object* to **us** processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at [GICustomerSupport@LV.co.uk](mailto:GICustomerSupport@LV.co.uk)

**You** can also contact **our** Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at [GIdataprotection@LV.co.uk](mailto:GIdataprotection@LV.co.uk)

## How your cover works

**We** will insure **you** within the conditions of **your** policy for those sections named in the **schedule** for any insured Event which takes place during the **period of insurance**.

**Your** policy ends at midnight on the last day of each **period of insurance**.

## Changes to your circumstances

Please tell **your insurance broker** at **your** first opportunity if there are any changes to **your** circumstances which could affect **your** insurance.

Please refer to General Condition 11 on page 33 of this policy, where **you** will find a list of changes that **you** must tell **us** about. If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

# How your cover works (continued)

## How to make a claim

- 1 Check **your schedule** and this policy, which give details of what is covered and what is not covered.
- 2 Follow the General Conditions on page 32 of this policy.
- 3 Please ring **our** Household Claims Centre on **0800 681 6367** at **your** first opportunity . to notify us of **your** claim.
- 4 **You** can make any temporary repairs to prevent further loss or damage. However, until **you** have discussed **your** claim with **us** **we** are unable to confirm that the loss or damage is covered by **your** policy. **You** should keep a copy of the invoices relating to the temporary repairs as they may form part of **your** claim. It would be helpful if **you** could take photographs of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.
- 5 If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. If **you** receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to **us** (This could include any claim form, summons to appear in court or other legal document). Do not admit **you** are responsible.
- 6 Any permanent repairs made by **our** approved suppliers are guaranteed.

If **you** have any questions, please contact **your Insurance broker**.

## If you have a domestic emergency 0800 633 5423 (24 hours a day, 365 days a year)

If **you** or **your** family suffer a domestic emergency in **your home**, such as a blocked toilet, hot water or heating failure, call **our** Domestic Emergency Assistance helpline. Please have **your** policy details and information about the emergency ready when **you** call.

A trained operator will be on hand to help and advise **you**. If required, they will arrange for emergency assistance or repairs to be completed by an approved tradesperson.

If **you** use this service, **you** will be responsible for paying the tradesperson's charges and any costs of materials incurred. If the damage is covered by **your** insurance policy **you** may be able to claim these costs as part of any claim **you** submit.

## Lawphone Legal Helpline

**Your** Home Insurance includes access to Lawphone, to put **you** in touch with a qualified legal adviser who can give **you** advice on any personal legal matter. The advice **you** get from Lawphone will always be according to the Laws of Great Britain and Northern Ireland.

Calls to Lawphone may be recorded for **your** and **our** mutual protection and training purposes.

**Lawphone: 0344 873 0246 (Lines open 24 hours, 7 days a week)**

If **you** have taken out optional cover under the Legal Expenses Insurance section of this policy, when **you** call Lawphone quote the policy reference which is shown under the Legal Expenses section on **your schedule**. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

## Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## What to do if you are not satisfied

**We** will make every effort to give **you** an excellent service. However, if **our** service falls below the standard **you** expect, and **you** wish to make a complaint, please follow the procedure on page 9 of this policy document..

## Renewing your policy

Adequate home insurance cover is essential in protecting **your** property and the **contents** inside it against many unexpected events such as flood, **subsidence**, theft or **storm**. Individual insurers will form their own view on what is an acceptable risk to them and this may affect **your** ability to obtain cover with another insurer. Please make sure that **you** have arranged adequate alternative insurance before allowing this policy to expire.

## How your cover works (continued)

### Reflection Period (applicable to new policies and renewals)

**You** or **your Insurance broker** may cancel this policy within 14 days of the date **you** receive it. **You** can do this by contacting the **Insurance broker** through whom **you** arranged this insurance. If **you** choose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will only charge a pro-rata premium plus £15 to cover **our** operational costs which is subject to minimum amount payable of £25 plus Insurance Premium Tax at the prevailing rate, except where an incident has occurred that has reached the **sum insured** under the **buildings or contents** section, in which case the full annual premium will be payable to **us**.

### Cancellation (outside the Reflection Period)

**We** or **your Insurance broker** may cancel this policy by giving **you** seven days notice in writing to **your** last known address. If this happens **we** will refund the part of the premium that **you** have not yet used.

**We** or **your Insurance broker** may cancel **your** policy where there are serious grounds to do so, this includes, but not limited to;

- failure to meet the terms and conditions of this policy;
- where **you** are required in accordance with the terms of **your** policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- changes to **your** policy details or circumstances that **we** do not cover under **our** policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of our staff or suppliers.

**We** or **your Insurance broker** may cancel **your** policy immediately if:

- **we** identify misrepresentation or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- **we** identify **your** involvement in or association with insurance fraud and/or financial crime.

If a claim has been made or misrepresentation, fraud or financial crime identified, **we** will cancel **your** cover but may not refund any premium.

## How your cover works (continued)

**You** may cancel this policy by contacting the **Insurance broker**.

If **you** cancel the policy outside the reflection period, **we** will provide a pro-rata refund based on the annual premium payable less a £10 charge plus Insurance Premium Tax, as long as **you** have not claimed during the current **period of insurance**. Where an incident has occurred which may give rise to a claim, the full annual premium will be payable to **us**. If the amount due when **you** cancel the policy is more than the amount **you** have paid, **you** must pay the difference.

## Protecting your home and belongings

**We** offer the following hints on precautions worth taking.

### Fire Prevention

Check **your** electrical equipment regularly. Make sure that **you** use the correct fuses and do not overload the circuits. Ask for the help of a qualified electrician if **you** are in doubt.

If **you** leave **your home** for more than 24 hours, switch off the electricity at the mains or unplug all appliances. (**You** may need to keep the refrigerator, freezer or heating systems in use.)

Always unplug non-essential electrical appliances before **you** go to bed at night, especially electric blankets and television sets.

Fires often happen in kitchens. **You** can put out chip pan fires by shutting out the air. Cover the pan with a lid or thick damp cloth. Do not use water. Remember, safety first. Call the emergency services.

### Flood

- 1 Gather essential items together either upstairs or in a high place.
- 2 Fill jugs and saucepans with clean water.
- 3 Move **your** family and pets upstairs, or to a high place with a means of escape.
- 4 Turn off gas, electricity and water supplies when floodwater is about to enter **your home** if safe to do so.
- 5 DO NOT touch sources of electricity when standing in floodwater.
- 6 Keep listening to local radio for updates or call Floodline 0345 988 1188.
- 7 Floodwater can rise quickly, stay calm and reassure those around **you**. Call 999 if **you** are in danger.
- 8 Avoid walking or driving through floodwater.
- 9 Keep children and vulnerable people away from floodwater.
- 10 Wash **your** hands thoroughly if **you** touch floodwater.

# Complaints Procedure

**Our** aim is to get it right first time, every time. If **you** have a complaint, **we** will try to resolve it straight away but if **we** can't **we** will always confirm to **you** the receipt of **your** complaint within five working days. If **we** cannot resolve it within this time **we** will provide **you** with fortnightly updates on the current status of **your** complaint.

If **we** are unable to resolve the problem, **we** will provide **you** with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

If **you** have a complaint about **buildings, contents** or **personal possessions** contact:

The Customer Care Department  
Highway Insurance  
69 Park Lane  
Croydon  
Surrey  
CR9 1BG

**Phone:** 0800 633 5386 For Text Phone please dial 18001 first.

**Email:** [complaints@lvbroker.co.uk](mailto:complaints@lvbroker.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of the final response letter.**

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 0234567 or 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.



## The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**.

**Accidental damage** – Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials..

**Aggravated damages** – These are damages that are awarded when **your** behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed..

**Buildings** – The structure of **your home** and the following if they form part of **your home** and belong to **you** or are **your** responsibility:

- domestic outbuildings;
- garages that form part of **your** residence;
- fixtures and fittings in or on the buildings;
- swimming pools, permanently fitted hot tubs;
- tennis hard courts;
- terraces, drives and footpaths;
- boundary and garden walls, gates, fences and hedges;
- permanently fitted laminated, wooden effect, vinyl or lino floor coverings that could not reasonably be removed and re-used;
- solar panels, wind turbines;
- built in gas and electric cookers and meters.

**Contents** – Household goods and personal belongings which **you** own or are responsible for. This includes:

- fixtures and fittings (that **you** as the tenant have installed to the **home**), other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to **your home**;
- freestanding gas and electric cookers;
- **valuables** (covered up to 30% of the **contents sum insured** for all **valuables** and 15% for a single item or collection, unless otherwise specified on **your schedule**) – jewellery, gold and silver articles (including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collections of stamps, medals and coins;
- **office equipment** – computers, external hard drives, memory sticks, software, printers, fax machines, photocopiers, typewriters, tele-communications equipment and office furniture used in connection with **your** business or job but not worth more than £5,000 in total. **You** must be responsible for insuring the **office equipment**;
- laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and re-used;

- carpets;
- portable hot tubs;
- **pedal cycles**.

**Contents** does not include:

- **contents** insured under any other policy;
- **money**;
- securities (financial certificates such as shares and bonds), certificates and documents;
- mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motor cycles, quad bikes, trikes and go-karts) or their parts and accessories, but not including gardening machinery or wheelchairs;
- caravans and trailers or their parts and accessories;
- aircraft, hovercraft and watercraft (which includes sailboards, surfboards and models) or their parts and accessories;
- lottery tickets and raffle tickets;
- laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used;
- animals;
- any part of the structure of **your home**, central heating system, ceiling, wallpaper or similar (except those covered under Event 17c Tenant's liability);
- **contents** which **you** own or use at any time for business, professional or trade purposes, (except for **office equipment**).

**Dangerous animal** – An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

**Endorsement** – Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

**Excess** – The amount **you** have to pay if **you** make a claim. The **excess** amounts are shown in **your schedule**. In the event of a claim under two sections of **your** policy, **we** will only ever charge you one excess - the higher of the two. The limit of cover will be applied after payment of any excess.

**Geographical limits** – British Isles, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles.

**Heave** – Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

**Highway, we, our, us** - Highway Insurance Company Limited.

**Injury** – Bodily injury, death, disease, illness or shock.

**Insurance broker** – This is the person who **you** arranged **your** insurance with.

**Landslip** – Downward movement of sloping ground.

**Liquidated damages** – These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

**Money** – Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, travellers' cheques, gift vouchers (subject to proof of purchase or ownership), premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which **you** own or are responsible for that is used for social or domestic purposes.

**Multiplying compensatory damages** – In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

**Pedal Cycle(s)** – pedal cycles including motorised or power assisted pedal cycles which are not legally required to be registered in the UK for road use.

**Period of Insurance** – The period that **you** are covered as shown on **your schedule**.

**Personal possessions** – Private property and personal items **you** normally wear or carry (including sports equipment) and mobility scooters (that are not registered for road use), which **you** own or for which **you** are responsible, but not including:

- items with an individual value of more than £2,500 (unless these items are specified on **your policy schedule**);
- **pedal cycles** with an individual value over £1,000 (unless the **pedal cycles** are specified on **your policy schedule**);
- vehicles (or their parts), watercraft, aircraft, musical instruments used professionally or semi-professionally, domestic appliances, furniture, furnishings and household goods or equipment or goods used in connection with **your** occupation, business, trade or profession.

**Punitive or exemplary damages** – These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

**Schedule** – A printed document showing the sections of the policy **you** have chosen, the **sums insured** and any **endorsements** that apply to **your** policy.

**Storm** – Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet.

**Subsidence** – Downward movement of the ground beneath the **buildings** (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

**Sum insured** – The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or any **endorsement**.

**Unfurnished** – Not having a bed, flooring, kitchen appliances and utensils to live there permanently.

**Unoccupied** – Not having been lived in by **you** or a member of **your** family or any other person with **your** permission for more than 60 days in a row or does not have sufficient furniture or services for normal living purposes. Regular visits or occasional overnight stays is not accepted as living in **your home**.

**Water table** – The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

**Your home** – The private residence at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence.

**You, your** – The person named as the policyholder in the **schedule**, their partner and members of their family (including foster children of the family) permanently living with them, during the insurance period at their **home** at the address shown in the **schedule**.

# Buildings

What is covered	What is not covered
<p><b>Your</b> policy covers loss of or damage to <b>your buildings</b> caused by the following Events.</p> <p><b>Events</b></p>	<p>The total of the compulsory and voluntary <b>excess</b> figures (as shown in your policy <b>schedule</b>) for each insured Event other than Events 15a and 15b.</p> <p>Loss, damage, <b>injury</b> or liability shown in the General Exclusions.</p>
<p><b>1 a</b> Fire, lightning, explosion, earthquake; and <b>b</b> Smoke.</p>	<p>Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.</p>
<p><b>2</b> Aircraft and other flying devices or articles dropped from them.</p>	
<p><b>3</b> The <b>buildings</b> being hit by: <b>a</b> vehicles and articles dropped from them; <b>b</b> animals; or <b>c</b> falling trees or branches.</p>	<p>Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees.</p>
<p><b>4</b> Theft or attempted theft.</p>	<p>Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>. Any theft or attempted theft to solar panels or wind turbines unless securely mounted in a non-accessible position. Loss or damage that <b>you</b> do not report to the police at <b>your</b> first opportunity. Loss or damage resulting from theft or attempted theft by <b>you</b>.</p>
<p><b>5</b> Malicious damage.</p>	<p>Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>. Loss or damage caused by <b>you</b>.</p>
<p><b>6 a</b> Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations. <b>b</b> Freezing water in water tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>. Loss or damage caused by the failure or lack of appropriate sealant and/or grout. Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> that results from water escaping. The cost to repair <b>your</b> water tanks, fish tanks, apparatus, or pipes or fixed heating installations unless the damage was caused by frost or freezing.</p>
<p><b>7 Storm</b> or flood.</p>	<p>Loss or damage caused by a weather event that does not meet the definition of <b>storm</b> as set out in the meaning of words. Loss or damage caused by frost. Loss or damage to fences, gates or hedges. Loss or damage to cellars and basements due to a rise in the <b>water table</b>. Anything which happens gradually. Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>
<p><b>8</b> Riot, civil commotion, strikes or labour disturbances.</p>	
<p><b>9 a</b> Oil leaking from a domestic heating installation at <b>your home</b>. <b>b</b> Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.</p>	

What is covered	What is not covered
<p><b>10 Subsidence or heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b>.</p>	<p>Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences unless <b>your home</b>, its domestic outbuildings or garages are damaged by the same cause at the same time.</p> <p><b>Landslip</b> caused by the coast being worn away.</p> <p>Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the <b>building</b> are damaged by the same cause at the same time.</p> <p>Damage within 10 years of construction caused by structures bedding down or made-up ground settling.</p>
<p><b>11 Accidental loss or damage</b> (your schedule will show cover as accidental damage if this Event is insured by <b>your</b> policy).</p>	<p>The exclusions that apply to Events 1 to 10 on pages 9 &amp; 10 also apply to Event 11.</p> <p>Loss or damage caused by wear and tear.</p> <p>Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.</p> <p>Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.</p> <p>Loss or damage caused by electronic, electrical or mechanical breakdown or failure.</p> <p>Loss or damage caused by faulty design, faulty plan, specification, materials or workmanship.</p> <p>Loss or damage which happens gradually, or loss of value.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage caused to hot tubs whilst being installed or removed.</p> <p>Loss or damage caused by chewing, scratching, fouling, or tearing by domestic animals.</p> <p>Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</p>
<p><b>We will also insure you for the following:</b></p>	
<p><b>12 Mains services</b> We will pay the costs which <b>you</b> are responsible for, to repair <b>accidental damage</b> to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the <b>buildings</b> to the public supply, and septic tanks.</p>	
<p><b>13 Glass and sanitary fittings</b> Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings which <b>you</b> are responsible for.</p>	<p>Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>.</p>
<p><b>14 Alternative Accommodation and Loss of Rent</b> Any rent <b>you</b> pay, including up to two years ground rent or other expenses for comparable accommodation for <b>you</b> and <b>your</b> domestic pets if the <b>buildings</b> cannot be lived in because of an insured event, but only for the time needed to repair <b>your home</b>.</p>	<p>Any amount over 20% of the <b>sum insured</b> by this section, as shown on <b>your schedule</b>.</p>

What is covered	What is not covered
<p><b>15a Liability because you are owner of the home</b>  <b>We</b> will pay all amounts <b>you</b> legally have to pay as:</p> <ul style="list-style-type: none"> <li>• compensation and claimant's costs and expenses; and</li> <li>• legal costs and expenses <b>you</b> pay with <b>our</b> written permission in connection with defending any claim;</li> </ul> <p>arising from accidental:</p> <ul style="list-style-type: none"> <li><b>i</b> <b>injury</b> to any person;</li> <li><b>ii</b> loss of or damage to property.</li> </ul> <p>If <b>you</b> die, <b>your</b> personal representative will have the benefit of this section for any liability <b>you</b> have that is covered by this section.</p> <p><b>15b Defective Premises</b>  <b>We</b> will pay any amounts <b>you</b> are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975;</p> <p>arising from accidental:</p> <ul style="list-style-type: none"> <li><b>i</b> <b>injury</b> to any person;</li> <li><b>ii</b> loss or damage to property happening during the <b>period of insurance</b>.</li> </ul> <p>If the Buildings section of this policy is cancelled or expires, this cover shall continue for a period of seven years, in respect of the <b>buildings</b> insured under this section before such cancellation or expiry.</p>	<ol style="list-style-type: none"> <li>1 Any amount over £2,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.</li> <li>2 Liability <b>you</b> have under any agreement unless <b>you</b> would have the same liability if the agreement did not exist.</li> <li>3 Liability for loss of or damage to any property belonging to <b>you</b> or in <b>your</b> charge or control.</li> <li>4 Liability for loss or damage caused by or arising out of: <ol style="list-style-type: none"> <li>a) any passenger lift which <b>you</b> are responsible for maintaining;</li> <li>b) <b>you</b> owning any land or building other than <b>your home</b>.</li> </ol> </li> <li>5 Liability which is insured by or would be insured by any other policy if this section did not exist.</li> <li>6 Liability arising directly or indirectly out of <b>your</b> job, business, trade or profession.</li> <li>7 Liability if <b>you</b> are injured.</li> <li>8 Liability for fines, penalties or <b>liquidated damages</b> or <b>aggravated, punitive</b> or <b>exemplary damages</b> or any damages resulting from <b>multiplying compensatory damages</b>.</li> <li>9 Loss, damage, <b>injury</b> or liability shown in the General Exclusions.</li> </ol>
<p><b>16 Trace and Access</b>  If the <b>buildings</b> are damaged by Events 6a or 9a of this section, <b>we</b> will pay the reasonable and necessary cost of finding the source of the leak including the making good of any damage caused during the search.</p>	<p>Any amount over £5,000.</p>
<p><b>17 Emergency Entry</b>  Loss or damage to <b>your home</b> caused by the attendance of a member of the emergency services due to an emergency, or perceived emergency involving <b>you</b>.</p>	

## How we settle claims - Buildings

(See also General Exclusions and General Conditions)

If the loss or damage to the **buildings** is covered by this insurance **we** may:

- arrange for repair or replacement using one of **our** suppliers; or
- pay the cost of repair; or
- make a cash payment.

**We** will pay the full cost of any repair or replacement, including any architects' and surveyors' fees, demolition, removal of debris or local authority costs **we** have agreed to pay. Repairs completed by **our** approved suppliers as a result of a claim covered by this insurance, are guaranteed for 12 months.

**We** will repair or replace the damaged items without taking off an amount for wear and tear or loss of value, as long as the **sum insured** will cover the full rebuilding cost. If the **sum insured** will not cover the full rebuilding cost, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out and further damage occurs, **we** will not pay more than it would have cost to repair or replace the item if this had been carried out straight away.

**We** will pay any extra costs to keep to **building** or other regulations or within the by laws of any local authority but only for damaged parts of the **buildings**. This does not include any extra costs **you** pay after notice has been served on you.

**We** will pay for Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision. Where **we** agree that any of these need to be appointed and **you** arrange **your** own **we** will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and the Law Society. **We** will not pay any costs you incur for preparing and submitting a claim.

**We** reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair, but no item or items may be abandoned to **us**.

## Excesses that apply

If **your** schedule shows that **you** have to pay an **excess**, this is the amount **you** must pay as the first part of any claim.

In the event of a claim under two sections of **your** policy, **we** will only ever charge you one **excess** - the higher of the two.

The limit of cover will be applied after payment of any **excess**.

## Selling your home

When **you** sell **your home** the person who buys it will be covered by the **buildings** insurance in this section as long as they have no other insurance in force. This will apply up to the date the sale is completed.

## Matching sets and suites

**We** will pay **you** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

If the damaged parts cannot be matched or replaced **we** will pay up to 50% towards the replacement of the undamaged parts.

## Sum insured

The **sum insured** chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses and fees mentioned in 'How we settle claims' opposite.

**We** will not pay more than the **sum insured** for loss or damage to the **buildings** by any of the Events 1 to 13 and 17.

## Index linking

Where **your buildings sum insured** is a figure other than £500,000, as shown in **your** policy **schedule**, this **sum insured** will change each month in accordance with the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or another suitable index **we** decide upon).

**We** will not charge extra premiums on any index linking adjustments during the **period of insurance**. **We** will work out the renewal premium on the **sum insured** which applies on the first day of the renewal month.

If **you** claim for loss or damage, **we** will continue to make the monthly index linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced for up to one year.

# Contents

What is covered	What is not covered
<p><b>Your</b> policy covers loss of or damage to <b>your contents</b> caused by the following Events.</p>	<p>The total of the compulsory and voluntary <b>excess</b> figures (as shown in <b>your policy schedule</b>) for each insured Event other than Events 24, 32a, 32b, 32c, 32d and 32e.</p>
<p><b>Events</b></p>	<p>Loss, damage, <b>injury</b> or liability shown in the General Exclusions.</p>
<p><b>1 a</b> Fire, lightning, explosion, earthquake; and <b>b</b> Smoke.</p>	<p>Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.</p>
<p><b>2</b> Aircraft and other flying objects or articles dropped from them.</p>	
<p><b>3</b> The <b>contents</b> being hit by: <b>a</b> vehicles; <b>b</b> animals; or <b>c</b> falling trees or branches.</p>	<p>Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees.</p>
<p><b>4</b> Theft or attempted theft.</p>	<p>Any amount over 15% of the <b>sum insured</b> under this section for loss or damage to the <b>contents</b> (excluding portable hot tubs) caused by theft or attempted theft from outbuildings and garages forming part of <b>your home</b>. Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>. Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. <b>Contents</b> must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot and the vehicle must be parked within the boundaries of <b>your home</b>. Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied and is parked within the boundaries of <b>your home</b>. Loss or damage resulting from theft or attempted theft by <b>you</b>. Loss or damage that <b>you</b> do not report to the police at <b>your</b> first opportunity.</p>
<p><b>5</b> Malicious damage.</p>	<p>Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>. Loss or damage caused by <b>you</b>. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the <b>buildings</b> or <b>contents</b> are damaged by the same cause at the same time.</p>
<p><b>6</b> Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>. Loss of metered water. Loss or damage caused by the failure or lack of appropriate sealant and/or grout. The cost to repair <b>your</b> water tanks, fish tanks, apparatus, or pipes or fixed heating installations.</p>
<p><b>7 Storm</b> or flood.</p>	<p>Loss or damage caused by a weather event that does not meet the definition of <b>storm</b> as set out in the meaning of words. Loss or damage caused by frost. Loss or damage in cellars and basements due to a rise in the <b>water table</b>. Anything which happens gradually. Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>

What is covered	What is not covered
<p><b>8</b> Riot, civil commotion, strikes or labour disturbances.</p>	
<p><b>9 a</b> Oil leaking from any fixed heating installation at <b>your home</b>.  <b>b</b> Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.</p>	<p>Damage caused to the installation.  Loss of oil.</p>
<p><b>10 Subsidence or heave</b> of the site on which <b>your home</b> stands, or landslip.</p>	<p><b>Landslip</b> caused by the coast being worn away.  Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the <b>building</b> are damaged by the same cause at the same time.  Damage within 10 years of construction caused by structures bedding down or made-up ground settling.</p>
<p><b>11 Accidental damage</b> (<b>your schedule</b> will show cover as accidental damage if this Event is insured by <b>your</b> policy).</p>	<p>The exclusions that apply to Events 1 to 10 on page 14 and 15 also apply to Event 11.</p> <ul style="list-style-type: none"> <li>• <b>Contents</b> not inside <b>your home</b>.</li> <li>• Contact lenses.</li> <li>• <b>Contents</b> insured under Event 27 and Event 28.</li> <li>• Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.</li> <li>• Loss or damage caused by wear and tear other than loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container.</li> <li>• Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.</li> <li>• Loss or damage caused by electronic, electrical or mechanical breakdown or failure.</li> <li>• Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.</li> <li>• Loss or damage arising from the malicious erasure, distortion or misfiling of any software, data or files.</li> <li>• Loss or damage caused by faulty design, plan specification, materials or workmanship.</li> <li>• Loss or damage which happens gradually, or loss of value.</li> <li>• Loss or damage caused by overwinding and damage to the inside of watches or clocks.</li> <li>• Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.</li> <li>• Loss or damage to portable hot tubs whilst being installed or moved</li> <li>• Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</li> <li>• Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul>
We will also insure you for the following:	
<p><b>12 Belongings you remove from your home</b>  <b>Contents</b> temporarily moved from <b>your home</b> will be covered against loss or damage resulting from Events 1 to 3 and 5 to 9.  <b>Contents</b> will also be covered against Event 4 if the theft is from:</p> <ul style="list-style-type: none"> <li>• any bank or safe deposit box;</li> <li>• a private home in which somebody is living;</li> <li>• any building where <b>you</b> are employed or carrying on a business; or</li> <li>• any other building if force or violence is used to get into or out of the building.</li> </ul>	<p>Any amount over £3,000.  <b>Contents you</b> move to sell or exhibit, or <b>contents</b> kept in furniture storage units (unless covered under Event 20).  Loss or damage caused by theft, <b>storm</b> or flood for <b>contents</b> not within a building. Cash, bank and currency notes and stamps (unless it is covered under Event 27).  <b>Contents</b> covered under Event 30.</p>



What is covered	What is not covered
<p><b>13 Property of resident domestic staff</b>  <b>We</b> will pay for loss or damage caused by any of the Events insured by this section for clothing and personal belongings of <b>your</b> domestic staff while in <b>your home</b> or in any private home, boarding house, lodging house, hotel, or inn in which <b>your</b> staff are living with <b>you</b>.</p>	<p>Cash, bank and currency notes and stamps.  <b>Contents</b> insured under any other policy.</p>
<p><b>14 Contents in the open</b>  <b>We</b> will pay for loss or damage to <b>contents</b> by any of the Events 1 to 10 insured by this section if <b>you</b> leave them in the open within the grounds of <b>your home</b>.</p>	<p>Any amount over £1,000 except for portable hot tubs (portable hot tubs are covered up to their full amount.)  <b>Money</b> and <b>valuables</b>.</p>
<p><b>15 Plants</b>  <b>We</b> will pay for loss or damage to trees, shrubs, hedges, bushes, lawns and plants within the grounds of <b>your home</b>, caused by any of the Events 1 to 10 insured by this section.</p>	<p>Any amount over £1,500.  Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>.  Damage caused by weight of snow.</p>
<p><b>16 Audio and Visual equipment</b>  <b>We</b> will pay for <b>accidental damage</b> to television sets, DVD players, video and DVD recorders and other audio equipment and home computers in <b>your home</b>.</p>	<p>Items designed to be portable, including portable computers mobile /smart/android/ phones, laptops, iPhones/iPads/iPods, and tablets.  Damage to discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.  Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files.  Electronic, electrical or mechanical breakdown or failure.  Wear and tear.  Damage caused during repair, alteration or from an item being operated incorrectly.  Damage caused by domestic animals.</p>
<p><b>17 Downloaded Audio/Visual files</b>  <b>We</b> will pay to replace legally downloaded audio/visual files lost as a result of Events 1 to 10 insured by this section.</p>	<p>Any amount over £1,000.  Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the <b>buildings</b> or <b>contents</b> are damaged by the same cause at the same time.</p>
<p><b>18 Accidental breakage of mirrors or glass</b>  <b>We</b> will pay for accidental breakage of mirrors, fixed glass in furniture, cooking hobs and oven doors while in <b>your home</b>.</p>	<p>Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>.  If no equivalent part is available the most <b>we</b> will pay is £250.</p>
<p><b>19 Loss or theft of keys</b>  <b>We</b> will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within <b>your home</b> if the keys are stolen or accidentally lost.</p>	
<p><b>20 House removal</b>  <b>We</b> will pay for accidental loss or <b>accidental damage</b> to <b>contents</b> while:  <b>a</b> being moved by professional removal contractors to <b>your</b> new <b>home</b> in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or  <b>b</b> in temporary storage for up to seven days in a furniture storage unit.</p>	<p>Loss or damage to <b>valuables</b>.  Loss or damage if <b>you</b> have taken out insurance with the removal firm.  Cracking, scratching or breakage of china, glass or other brittle articles unless they are packed by professional packers.  Loss or damage while <b>contents</b> are transported by sea.  Loss or damage to <b>office equipment</b>.</p>
<p><b>21 Loss of oil and metered water</b>  <b>We</b> will pay for loss of oil or metered water due to <b>your</b> domestic water or fixed heating installations being damaged.</p>	<p>Any amount over £1,000.</p>

What is covered	What is not covered
<p><b>22 Weddings, Civil Partnerships and Religious Festivals</b>  <b>We</b> will automatically increase the <b>contents sum insured</b> by 10% for one month before and one month after the day of a wedding, civil partnership or religious festival to cover presents bought or received for that occasion providing this falls within the <b>period of insurance</b>.</p>	
<p><b>23 Deeds and documents</b>  <b>We</b> will pay for loss or damage by Events 1 to 10 to documents (other than money), which are <b>your</b> property, while they are in <b>your home</b> or in a safe deposit, bank or solicitor's strongroom.</p>	Any amount over £1,500.
<p><b>24 Compensation for your death</b>  <b>We</b> will pay £5,000 if <b>you</b> die as a result of violence from thieves or fire that occurs within <b>your home</b>. <b>Your</b> death must happen within three months of the incident.</p>	
<p><b>25 Counselling Victims</b>  If <b>you</b> suffer emotional stress as a result of an Event insured by this section, <b>we</b> will pay <b>you</b> the cost of any professional counselling which is recommended by a qualified medical practitioner and which <b>we</b> have approved before <b>you</b> receive counselling.</p>	Any amount over £1,500.
<p><b>26 Alternative Accommodation and Loss of Rent</b>  Any rent <b>you</b> pay, including up to two years ground rent or other expenses for comparable accommodation for <b>you</b> and <b>your</b> domestic pets if <b>your home</b> cannot be lived in because of an insured event, but only for the time needed to repair <b>your home</b>. <b>We</b> will also pay for the necessary cost of temporarily storing the <b>contents</b>.</p>	Any amount over 20% of the <b>sum insured</b> by this section as shown in <b>your schedule</b> .
<p><b>27 Money</b>  <b>We</b> will pay for loss or damage to <b>money</b>.  This applies within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles, and also while <b>you</b> are travelling anywhere in the world for up to 60 days in any one year of insurance.</p>	Any amount over £500. Loss of season tickets or travel tickets when the loss is paid for by the authority who sold <b>you</b> the tickets. The part of any season ticket which has been used. Losses <b>you</b> do not report to the police at <b>your</b> first opportunity. Any <b>money</b> that is not for social and domestic purposes.
<p><b>28 Food in freezers</b>  Loss of or damage to food in a freezer within <b>your home</b> caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.</p>	Loss or damage as a result of a deliberate act by <b>you</b> or the electricity company.
<p><b>29 Shopping</b>  Loss of or damage to food and other goods while <b>you</b> are transporting them from the shop where <b>you</b> bought them to <b>your home</b>.</p>	Any amount over £250 Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless: <ul style="list-style-type: none"> <li>all windows and sunroofs are securely closed and all doors and the boot are locked;</li> <li>the shopping is completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.</li> </ul>
<p><b>30 Student's contents</b>  Loss or damage resulting from Events 1 to 10 when <b>you</b> are living away from <b>home</b> while attending college or university.</p>	Any amount over £3,000. Any theft or attempted theft which does not involve force and violence to get into or out of a building.
<p><b>31 Visitor's personal belongings</b>  <b>We</b> will pay for loss or damage caused by Events 1 to 10 insured by this section to <b>your</b> visitor's personal belongings whilst in <b>your home</b>.</p>	Any amount over £1,000. Items covered by other insurance.

## What is covered

### 32a Personal Liability and Liability because you live in the home

We will pay all amounts **you** legally have to pay:

- as a private individual while in and away from **your home**;
- because **you** live in the **home**;
- whilst **you** live in the territories shown in General Exclusion 1 of this policy during any journey or temporary visit to any country in the world in which **you** do not own a property in respect of:
  - compensation and claimant's costs and expenses; and
  - legal costs and expenses **you** pay with **our** written permission in connection with defending any claim; arising from accidental:
    - i **injury** to any person;
    - ii loss of or damage to property.

If **you** die, **your** personal representative will have the benefit of this section for any liability **you** have that is covered by this section.

### 32b Temporary accommodation

Liability noted under Event 32 whilst **you** are living in temporary accommodation for no more than two months.

### 32c Tenant's liability

We will pay all amounts which **you** are responsible for as tenant, as stated in the tenancy agreement and not as owner for the following.

- i Loss of or damage to **your home** directly caused by:
  - fire, lightning, explosion, earthquake, aircraft, **storm** or flood;
  - bursting, leaking or overflowing water tanks, apparatus or pipes;
  - oil leaking from any fixed heating installation;
  - theft or attempted theft;

## What is not covered

- 1 Any amount over £2,000,000 or all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.
- 2 Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 3 Liability which is insured by or would be insured by any other policy if this section did not exist.
- 4 Liability arising directly or indirectly out of **your** job, business, trade or profession.
- 5 Liability if **you** are injured.
- 6 Liability for fines, penalties or **liquidated damages** or **aggravated, punitive** or **exemplary damages** or any damages resulting from **multiplying compensatory damages**.
- 7 Liability for loss of or damage to any property belonging to **you** or in **your** charge or control unless this is covered under Event 32b.
- 8 Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under Event 32d.
- 9 Liability for loss, damage or **injury** caused by or arising out of the following:
  - a **You** owning, possessing, or using (other than as a passenger):
    - any mechanically or wind propelled or assisted vehicle including a trailer attached to a vehicle other than:
      - any **pedal cycles** or
      - any self-propelled golf trolleys, pedestrian-controlled or ride-on garden tools which are not required to be registered for road use.
    - aircraft including drones;
    - hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to **you** for no more than 12 hours and which is under 18 feet long and cannot travel faster than 17 knots).
  - b **You** owning, possessing or using a **dangerous animal** or a specially-controlled dog as described in the Dangerous Dogs Act 1991.
  - c Using any horse for hunting, racing or polo.
  - d Any passenger lift which **you** are responsible for maintaining.
  - e **You** being a tenant or living on any land or in any building other than **your home**, other than for Events 32b and 32c.

Exclusions shown under Event 32a.

Exclusions shown under Event 32a.

Any amount over 10% of the **sum insured** by this section, as shown in **your schedule**.

Loss or damage which happens while **your home** is **unfurnished** or **unoccupied**.

Loss or damage caused by frost, **landslip, subsidence** or **heave**.

Anything which happens gradually in respect of damage by smoke.

What is covered	What is not covered
<ul style="list-style-type: none"> <li>• television, satellite and radio receiving aerial fittings, solar panels, wind turbines and masts breaking or collapsing; or</li> <li>• smoke.</li> </ul> <p><b>ii We</b> will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of <b>your home</b>.</p> <p><b>iii We</b> will pay for <b>accidental damage</b> to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from <b>your home</b> to the public supply.</p>	
<p><b>32d Employers' liability</b></p> <p><b>We</b> will pay all amounts <b>you</b> are liable for if any employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with <b>your home</b> or private household. Exclusions 1, 6, 7 and 8 of Event 32a and General Exclusion 2 of this policy will not apply to this Event.</p>	<p>Any amount over £10,000,000 or all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.</p> <p>Exclusions shown under Event 32a (apart from exclusion 1).</p> <p>Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle if <b>you</b> need insurance under the Road Traffic Act.</p>
<p><b>32e Unpaid court judgments</b></p> <p>If <b>you</b> get a judgment from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation and claimant's costs and expenses for <b>injury</b> or loss of or damage to property against any company or individual based in the countries named above and that judgment is not paid for more than three months, <b>we</b> will pay <b>you</b> the amount of unpaid compensation or costs.</p> <p><b>We</b> will only do this if:</p> <ul style="list-style-type: none"> <li>• this section would have applied had the award been made against <b>you</b> rather than to <b>you</b>;</li> <li>• there is no appeal outstanding.</li> </ul> <p>If <b>we</b> make a payment under this Event <b>you</b> or <b>your</b> personal representatives must transfer the rights of recovery under the judgment to <b>us</b>.</p>	<p>Exclusions shown under Event 32a.</p> <p>Liability if the person owing <b>you</b> money is also insured by this policy.</p>

## Contents Limits

The most **we** will pay for the following **contents** is shown below.

- 1a** 30% of the **sum insured** by the Contents section for **valuables** not insured under **personal possessions**; or
- 1b** Any greater limit for **valuables** within **contents**, specifically noted on **your** current **schedule**.
- 2a** 15% of the **sum insured** by the Contents section for any **valuables** item or collection; or
- 2b** Any greater limit for specific **valuables** items within **contents** noted on **your** current **schedule**.

## How we settle claims

(See also General Exclusions and General Conditions)

If the loss or damage is to items other than clothing and household linen and is covered by this insurance, **we** will agree with **you** whether to:

- arrange for repair or replacement using one of **our** suppliers; or
- pay the cost of repair or replacement; or
- make a cash payment.

**We** will repair or replace the damaged items without taking off an amount for wear and tear or loss of value, as long as the **sum insured** will cover the full replacement value of **your contents** as new. If the **sum insured** will not cover the replacement value of **your contents** as new, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the items are not replaced, the amount **we** will pay will be based on the market value of the items on the date the loss happened. (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition.)

Repairs completed by **our** approved suppliers as a result of a claim covered by this insurance, are guaranteed for 12 months.

If the loss or damage is to clothing and household linen:

- **We** will pay to replace items which are totally lost or destroyed. **We** will take off an amount for wear and tear or loss of value.
- **We** will pay to repair damaged items.

**We** will also pay to remove debris.

**We** reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair, but no item or items may be abandoned to **us**.

## Selling your home

For the period that **you** are moving to a new permanent address the **contents** cover can be extended to include **contents** in **your** new **home**, providing **you** have advised **us** in advance.

## Evidence of Value

**We** may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under this section. Where such evidence is required, this will be stated on **your schedule**.

## Matching sets and suites

**We** will pay **you** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if **you** damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

If the damaged parts cannot be matched or replaced **we** will pay up to 50% towards the replacement of the undamaged parts.

## Sum insured

The **sum insured** **you** choose must be equal to the full value of the **contents** insured. **We** will not pay more than the **sum insured** for loss or damage to the **contents** by any of the Events 1 to 13, 16, 18 to 20 and 28.

## Index linking

Where **your contents sum insured** is a figure other than £75,000, as shown by **your** policy **schedule**, this **sum insured** will change each month in accordance with the Consumer Price Index (or another suitable index **we** decide upon).

**We** will not charge extra premiums on any index linking adjustments during the **period of insurance**. **We** will work out the renewal premium on the new **sum insured**, which applies on the first day of the renewal month.

## Under insurance

If the limit of cover is less than the full replacement cost of the **contents** of **your home**, **we** will reduce the amount claimed in proportion with the underinsurance. For example, if the limit of **your** contents cover is equal to 75% of the amount needed to replace all the **contents**, **we** will pay only 75% of **your** claim.

# Personal Possessions

## What is covered

We will pay for loss or damage to the **personal possessions** covered by this section and shown in **your schedule**, which **you** own or are responsible for while **you**:

- 1 are within the **geographical limits**; and
- 2 travel elsewhere in the world for up to 60 days in any one year of insurance.

The level of personal possessions cover **you** have selected is in addition to **your contents sum insured**.

## What is not covered

- The total of the compulsory and voluntary **excess** figures (as shown in **your policy schedule**) for each insured Event.
- Loss, damage, **injury** or liability shown in the General Exclusions.
- Loss or damage caused by wear and tear, other than loss of or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container.
- Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.
- Loss or damage caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage caused by faulty design, faulty plan, faulty specification, faulty workmanship or faulty materials.
- Loss or damage caused by gradual deterioration or loss of value.
- Loss or damage caused by overwinding and damage to the inside of watches or clocks.
- Loss or damage to musical instruments caused by atmospheric conditions or very hot or very cold temperatures.
- Breakage of musical instrument strings or reeds.
- Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. **Personal possessions** must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.
- Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied.
- Theft of **pedal cycle** accessories unless stolen with the cycle.
- Theft of a **pedal cycle** unless a locking device is used to secure the cycle to an immovable object when it is left unattended other than at **your home**.
- Loss of or damage to skiing or underwater equipment while **you** are using it.
- Loss of or damage to sports equipment whilst in use.
- Loss or damage resulting from theft or attempted theft by **you**.
- Loss or damage to audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source.
- Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.
- **Money** (for **money** cover, refer to Event 27 of the Contents section).

## Index linking

**We** will change the **sums insured** each month according to the Consumer Price Index (or some other suitable index **we** decide to use).

**We** will not charge extra premiums on any index linking adjustments during the **period of insurance**. **We** will work out the renewal premium on the **sum insured** which applies on the first day of the renewal month.

## How we settle claims

The way **we** settle claims will be the same as that under the Contents section.

The most **we** will pay for each item insured by this section is the **sum insured** shown in **your schedule** against that item.

## Evidence of Value

**We** may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under this section. Where such evidence is required, this will be stated on **your schedule**.

# Legal Expense Insurance (optional cover)

**Cover under this section only applies where shown in your schedule.**

All claims under this section are managed by **Lawclub** Legal Protection on our behalf. **Lawclub** Legal Protection is a trading name of Allianz Insurance plc (registered in England No 84638) Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Allianz Insurance is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849. If **you** want to make a claim under this section **you** should telephone **0344 873 0246** (Lines open 24 hours, 7 days a week). **Lawclub** also provide the Lawphone Legal Helpline.

## The meaning of words

Some of the words in this section have specific meanings. They have the same meaning wherever they appear in **bold** text throughout this section.

**Civil case** – A legal action which does not involve the defence of any criminal prosecution against **you**.

**Costs** – Where **Lawclub** have given their written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates issued by the Senior Court Costs Office, which **you** cannot recover from **your** opponent.
- **Employment tribunal fees** under Event 4 Employment tribunal disputes that **you** have to pay and which cannot be recovered from **your** opponent.
- **Your** opponent's legal **costs** and expenses incurred in a civil case which **you** are ordered to pay by a court or **employment tribunal**, or which **you** pay to **your** opponent with **Lawclub's** written agreement.

**We** will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **Lawclub** will have those costs assessed in accordance with Condition 3f of Conditions that apply to Events 1, 2, 3, 4, 5 and 6 of this section.

**We** will only start to cover **costs** from the time **Lawclub** have accepted **your** claim in writing and appointed the **legal representative**.

**Damages** – Money that a court or **employment tribunal** says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

**Employment tribunal** – An independent judicial body that has been established to resolve disputes between **you** and **your**

employer over **your** employment rights.

**Employment tribunal fees** – Money that **you** must pay, or **your legal representative** must pay on **your** behalf, in order to take **your** dispute with **your** employer to an **employment tribunal**.

**Endorsement** – Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

**Home** – The private residence that **you** permanently live in, as shown in **your** current household **schedule**.

**Lawclub** - Lawclub Legal Protection whose address is PO Box 10623, Wigston, LE18 9HJ

**Legal representative** – The solicitor or other person appointed with **Lawclub's** agreement to represent **you** under the terms of this section.

**Partner** – Someone **you** are married to or live with as if **you** are married.

**Period of insurance** – The period **you** are covered as shown on **your schedule**.

**Reasonable Prospects of Success** – There are reasonable prospects of success if, at all times during **your** legal action against **your** opponent, it is more likely than not that:

- a court or **employment tribunal** would:
  - i decide the legal action under Events 1, 2, 3, 4, 5 or 6 in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court);or
  - ii award **you** a more favourable settlement than has already been offered by **your** opponent

and

- if **you** are seeking **damages** from **your** opponent, **you** will recover them.

**We** explain in more detail how **Lawclub** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' in this section

**Schedule** – A printed document showing the sections of the policy **you** have chosen, the sums insured or limits of indemnity and any **endorsements** that apply to **your** policy.

**Standard basis** – The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

**Territorial limit** – The **territorial limit** for Event 1 Personal injury is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus,



Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

The **territorial limit** for Event 2 Clinical negligence disputes, Event 3 Consumer contract, Event 4 Employment tribunal disputes, Event 5 Property Disputes and Event 6 Property Damage is Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

**We, Us, Our** – Highway Insurance Company Limited trading as Highway Insurance.

**You, your** – The person named as the policyholder in the **schedule**, their partner and members of their family permanently living with them, during the **period of insurance** at their home at the address shown in the **schedule**.

## Lawphone Legal Helpline

**Your** Legal Expenses Insurance includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice **you** get from Lawphone will always be according to the Laws of Great Britain and Northern Ireland. **Lawclub** may record the calls for **your, our** and **Lawclub's** mutual protection and **Lawclub's** training purposes.

**Lawphone: 0344 873 0246**  
(Lines open 24 hours, 7 days a week)

When **you** call Lawphone quote the policy reference which is shown under the Legal Expenses section on **your schedule**. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

## How to make a claim

If **you** need to make a claim call Lawphone on **0344 873 0246** (Lines open 24 hours, 7 days a week) and quote the policy reference which is shown under the Legal Expenses section on **your schedule**. **You** will be asked for a brief summary of the problem and these details will be passed onto an advisor who will call **you** back.

**Lawclub** will tell **you** if **you** need to complete a claim form. If **you** do, **Lawclub** will send it to **you**. Please fill the claim form in and send it to:

The Claims Department Lawclub – ALP, PO Box 10623, Wigston, LE18 9HJ

**Lawclub** will contact **you** once **they** have received the claim form.

If **your** claim is covered **Lawclub** will appoint the **legal representative** that **they** have agreed to in **your** name and on **your** behalf. **You** must not appoint a solicitor or any other person or organisation to deal with **your** claim.

If **you** have already seen a solicitor before **Lawclub** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the costs from the time **Lawclub** have accepted **your** claim and appointed the **legal representative**.

Please see Condition 4 Freedom to choose the legal representative of Conditions that apply to Events 1, 2, 3, 4, 5 and 6 of this section for an explanation of when **you** can choose the **legal representative**.

## Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist in order for **Lawclub** to begin, and continue, providing cover under this section.

In order for **Lawclub** to decide whether **reasonable prospects of success** exist **Lawclub** will seek the opinion of the **legal representative**. If **Lawclub** are unable to agree with the **legal representative** on whether **reasonable prospects of success** exist, **Lawclub** will seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **Lawclub** feel it is necessary to consult in order to make their decision.

If **Lawclub** believe that **reasonable prospects of success** do not exist they will end **your** claim.

If **Lawclub** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c or 1d of Conditions that apply to Events 1, 2, 3, 4, 5 and 6 of this section, **we** will not pay any costs incurred during **your** claim.

If **Lawclub** end your claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **Lawclub** end **your** claim.

## Cover provided

This section provides the cover and telephone helplines described under Events 1 to 6. In addition to the terms described for each Event, the General exclusions and the General conditions apply to all Events under this section.

### Event 1 – Personal injury

#### What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent arising from an event that **Lawclub** and the **legal representative** agree is not **your** fault and which causes **your** death or bodily injury.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- the event happens within the **territorial limit** and during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from **your** death or bodily injury is £100,000.

#### What is not covered

- 1 Any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)
- 2 Any claim arising from **you** driving a motor vehicle.
- 3 Any claim arising from medical treatment.

### Event 2 – Clinical negligence disputes

#### What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent arising from:

- medical treatment or care received by **you**; or
- the failure to provide **you** with adequate medical treatment or care which causes **your** death or bodily injury.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- the medical treatment, series of medical treatments, care or failure to provide adequate treatment or care first occurred during the **period of insurance** and took place within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising out of the same treatment or care, or failure to provide adequate treatment or care, which leads to **your** death or bodily injury is £100,000

#### What is not covered

- 1 **We** will not provide cover for any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)

### Event 3 – Consumer contract

#### What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent, or defending legal action taken against **you** by **your** opponent, in a dispute arising from a breach of a contract **you** have for:

- buying, selling or renting goods; or
- buying services.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**; and
- the dispute, or series of events leading to the dispute, first occurred during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute under **your** contract is £100,000.

#### What is not covered

- 1 Any dispute which starts within three months of the date **you** first take out this section, unless the claim is for goods or services **you** bought after **you** first take out this section. (This does not apply if you had the same cover under another policy up to the date **you** first take out this section.)
- 2 Disputes for amounts less than £100.
- 3 Anything to do with motor vehicles or their parts and accessories.
- 4 Anything to do with building, converting or extending **your home**.
- 5 Anything to do with work carried out on any land or buildings that are not **your permanent home**.
- 6 Any dispute over the amount of money or other compensation due under an insurance policy.

- 7 Any dispute arising from a contract **you** have for any:
  - i pension, savings or investments of any kind; or
  - ii loan, mortgage or other borrowing; or
  - iii other arrangement **you** have with a bank, building society or
  - iv credit provider.
- 8 Any dispute arising from the buying or selling of any land or property (this does not apply if the dispute is to do with services **you** have bought which relate to the buying or selling of that land or property).
- 9 Any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.
- 10 Anything to do with a contract for **your** business activities.
- 11 Any dispute with any local authority, public authority or any government department.
- 12 Any dispute arising from an application for planning permission in respect of **your home** or any other land or property that **you** own.

#### Event 4 – Employment tribunal disputes

##### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** employer at an **employment tribunal** in a dispute arising from a breach of **your** contract of full-time employment or permanent part-time employment (this includes the breach of any legal rights **you** have relating to **your** contract of employment). The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by an **employment tribunal** in respect of **your** legal action.

**We** will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**; and
- the dispute, or series of events leading to the dispute, first occurred during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by an **employment tribunal** in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute under **your** contract of employment is £100,000.

##### What is not covered

- 1 Any legal action against **your** employer that is not dealt with by an **employment tribunal**.
- 2 Any costs or expenses that **you** incur in relation to any disciplinary action, grievance hearing or investigation by **your** employer arising out of **your** contract of employment.
- 3 Any costs or expenses that **you** incur in relation to any compromise or settlement agreement to do with the way **your** contract of employment is ended.
- 4 Any dispute which starts in the **first period of insurance** if that dispute arises from a verbal or written warning **you** were given in the six months leading up to the date **you** first take out this section. (This does not apply if **you** had the same cover under another policy up to the date **you** first take out this section.)
- 5 Anything to do with subcontracting or a contract for services if **you** are self-employed.
- 6 Any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if **your** dispute with **your** employer is to do with discrimination against **you**.)
- 7 Any dispute which is only about the amount of redundancy pay.

#### Event 5 – Property Disputes

##### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** opponent in a dispute arising from a breach of **your** legal rights to do with owning or using **your home**.

The cover provided by this event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute to do with **your** home is £100,000.

##### What is not covered

**We** will not provide cover for the following.

- 1 Any dispute relating to any land or building that is not **your home**.
- 2 Any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.

- 3 Any dispute with any local authority, public authority or any government department.
- 4 Any dispute arising from an application for planning permission..
- 5 Any dispute relating to physical damage to **your home** or property which **you** own or are legally responsible for and which is in or on **your home**.

### Event 6 – Property damage

#### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** opponent in a dispute arising from an event which causes any of the following.

- Physical damage to **your home**.
- Physical damage to property which **you** own or are legally responsible for, and which is in or on **your home**.

The cover provided by this Section also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute following damage to **your home** or property is £100,000.

#### What is not covered

**We** will not provide cover for the following.

1. 1 Any dispute with any local authority, public authority or any government department.
2. Any dispute relating to any land or building that is not **your home**.
3. Property damage caused by mining or subsidence (subsidence means the downward movement of the ground beneath **your home**, except where the damage is caused by the settlement of made up ground or by **your home** bedding down within 10 years of construction)
4. Property damage arising from any contract **you** have with another person or organisation.
5. Property damage arising from **you** driving or using a motor vehicle.

## General Exclusions

In addition to the exclusions described in 'What is not covered' by each Event, we will not provide cover under any of Events 1, 2, 3, 4, 5 and 6 for the following.

- 1 Any **costs**:
  - a incurred before **Lawclub** have accepted **your** claim in writing and appointed the **legal representative**;
  - b **Lawclub** have not agreed to in writing;
  - c **you** have paid directly to the **legal representative** or any other person without **Lawclub's** permission;
  - d relating to an appeal following a decision by a court or **employment tribunal** in respect of **your** legal action unless **Lawclub** and the **legal representative** agree that **reasonable prospects of success** exist;
  - e that the court orders **you** to pay to **your** opponent on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during your legal action.
- 2 Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
  - a legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
  - b **damages you** receive from **your** opponent.

These types of contracts are often referred to as conditional fee agreements or damages-based agreements.
- 3 Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
- 4 Any fines or other penalties awarded against **you** by a court or **employment tribunal**.
- 5 Disputes between **you** and:
  - a any other person covered by this section; or
  - b someone **you** live with or have lived with.
- 6 Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- 7 Any dispute arising from:
  - a an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
  - b any other challenge to any existing or proposed legislation..
- 8 Any dispute arising out of written or verbal remarks which you believe have damaged **your** reputation.
- 9 Disputes between **us** or **Lawclub**.
- 10 Any actual or potential dispute, that **you** were aware of, or should have been aware of before the cover under this section started.

- 11 Any claim which **you** report to **Lawclub** more than six months after the event, or series of events, which gave rise to the dispute first occurred.
- 12 Claims directly or indirectly caused by, contributed to or arising from::
- a ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - b the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- 13 Claims arising from war, invasion, riot, revolution, terrorism or a similar event.

## General Conditions

**You** must keep to the Conditions to have the full protection of **your** Legal Expenses section.

### 1 You must:

- a make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred;
- b not appoint a **legal representative** to represent **you** in **your** legal action;
- c at all times throughout **your** legal action give the **legal representative** and **Lawclub** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation;
- d follow the advice of, and co-operate fully with, the **legal representative** and **Lawclub** at all times during **your** legal action. This will include going to all court hearings or other appointments that the **legal representative** asks **you** to attend;
- e not withdraw **your** claim from the **legal representative** without the written agreement of **Lawclub** and the **legal representative**;
- f get **Lawclub's** written agreement before making or defending an appeal against the decision of a court or **employment tribunal** in respect of **your** legal action;
- g instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **Lawclub**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this section to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps;

- h instruct the **legal representative** to keep to Condition 2 below.

### 2 The legal representative must:

- a get **Lawclub's** written permission before instructing a barrister or, other legally qualified advisor or expert in respect of **your** legal action;
- b tell **Lawclub** at the first opportunity once he or she becomes aware of any information or development which will more likely than not mean that:
  - **reasonable prospects of success** no longer exist; or
  - the **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;
- c tell **Lawclub** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;
- d report the result of **your** legal action to **Lawclub** at the first opportunity after it is finished;
- e take all reasonable steps to recover costs from **your** opponent and pay them to **us**.

### 3 Lawclub will have the right to do the following:

- a Appoint the **legal representative** in **your** name and on **your** behalf.
- b Take over and conduct, in **your** name, any claim or proceedings:
  - before a **legal representative** has been appointed; or
  - that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.
- c Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.
- d Appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.
- e End **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **Lawclub** end **your** claim, you continue the legal action and get a better settlement than **Lawclub** expected, **we** will pay **your** costs which **you** cannot get back from anywhere else.
- f Have any legal bill assessed if **Lawclub** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **Lawclub** do this the assessment will be carried out by a court, independent expert in



the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.

- g** Settle **your** claim by paying the amount in dispute. If **Lawclub** do this **we** will not pay any **costs** incurred after the date that **Lawclub** tell you, and any **legal representative**, that **Lawclub** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **Lawclub** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
- h** Settle the **costs** covered by this section at the end of **your** legal action.

#### 4 Freedom to choose the legal representative

At any time before **Lawclub** and the **legal representative** agree that legal proceedings need to be issued or defended in a court or **employment tribunal** **Lawclub** will choose the **legal representative**.

**You** have the right to choose the **legal representative** if **Lawclub** and the **legal representative** agree that negotiations with your opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court or **employment tribunal**.

**You** can also choose the **legal representative** if a conflict of interest arises which means that **Lawclub's** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **Lawclub**.

If **Lawclub** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **Lawclub** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **Lawclub** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **Lawclub** cannot resolve, the matter will be settled using the procedure in General condition e Disputes of this Legal Expenses section.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

#### 5 Cancellation rights

**You** may cancel this section within 14 days of receiving this section wording. **You** can do this by writing, telephoning or emailing **us** or by contacting the broker or intermediary who

deals with **your** home policy. **We** will refund any money **you** have paid.

At any other time during the **period of insurance**, **you** can cancel this section by giving **us** 30 days' notice. If you cancel this section during this time, **you** will not be entitled to a refund of the money **you** have paid.

**We** can cancel this section by giving **you** 30 days' notice if:

- **you** do not pay the premium when **we** ask you to; or
- the person who has taken out this section knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition h Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

**You** cannot make a claim for an event which occurred after the date this section was cancelled, but cancelling this section will not affect **your** right to claim for an event which occurred before the date this section was cancelled.

Every notice to cancel this section must be given by writing to, telephoning or emailing **us** or by contacting the broker or intermediary who deals with **your** household policy. If **we** give **you** notice, **we** will send it to **your** last known address.

#### 6 Notices

Every notice which needs to be given under this section must be given in writing.

If you give us notice, you must send it to our address. If we give you notice, we must send it to your last known address.

#### 7 Changes during the period of insurance

If **we** need to make changes to this section, **we** will normally only do this at **your** next renewal date. **We** will not change this section during the period of insurance unless:

- **we** are required to do so because of a change in any law applicable to this section; or
- **we** are told to do so by our industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- a service provided under this section by any organisation other than **us** is no longer available and **we** must:
  - change the provider of the service; or
  - change the service; or

If **we** do need to change this section, **we** will give **you** 30 days' notice in writing of the change and how it will affect **you**.

#### 8 Other insurances and cover

If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this section, **we** will only pay **our** share of the **costs** of the claim.

## 9 Disputes

If there is a dispute between **you** and **us** or **Lawclub**, the matter may be referred to an arbitrator who will be a solicitor, barrister or other suitably qualified person that **you** and **Lawclub** agree to. If **you** and **Lawclub** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **Lawclub**, the arbitrator will decide how **you** and **Lawclub** will share the costs. If the arbitrator decides that **you** must pay some, or all of the costs of the arbitration those costs will not be covered by this section.

## 10 Your agreements with others

**We** will not be bound by any agreement between **you** and:

- the **legal representative**; or
- any other person or organisation.

## 11 Law and language of this section

Unless **we** agree otherwise:

- the language of this section and all communications relating to it will be in English;
- English law will apply to this contract of insurance.

## 12 Fraud

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

- a makes any false or fraudulent claim; b makes any exaggerated claim;
- b supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- c d makes a claim for loss or damage which you or anyone acting on **your** behalf deliberately caused;

**we** will:

- refuse to pay the whole of the claim; and
- recover from **you** any sums that **we** have already paid in respect of the claim.

**We** may also notify **you** that **we** will be treating the policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, **you** will:

- a have no cover under the policy from the date of the termination; and
- b not be entitled to any refund of premium.

## 13 Rights of parties

A person or company who is not a party to this section has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, to enforce any term of this section, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Legal Assistance Services

**We** have arranged for a selection of additional legal assistance services to be included for **you** with **your** policy at no additional cost.

**Our** legal assistance services provide **you** with immediate access to a solicitor, and are designed specifically to support, guide and provide you with options to resolve **your** legal needs. The additional services are described below.

## Legal Health Check

This Section provides access to a legal health check. **You** are entitled to free, unlimited access to an online legal health check which will ask **you** a number of questions and provide an indication of the documents and services which **you** should consider to address the current legal aspects or issues which apply to **you**.

A range of legal areas will be included during each legal health check, for example Wills and Powers of Attorney or matters relating to residential property.

The legal health check does not include:

- the cost for a solicitor to review any documents;
- advice on any legal matters where a solicitor has already been appointed and is acting on **your** behalf in respect of any legal proceedings;
- advice related to any legal disputes involving **us** or any other parties that are insured under this policy.

The legal health check is provided at no cost and is an inclusive benefit of your policy. To access the health check please visit [www.lawclubonline.co.uk](http://www.lawclubonline.co.uk) and register using the registration code: LV= CLEAR.

The service we offer is designed to provide **you** with general information only.

It does not constitute legal advice and should not be relied upon as such. A contract for legal services will not be established with **you** as a result of **Lawclub** offering **you** this service. The legal health check is provided by Epoq Legal Ltd of Middlesex House, 29- 45 High Street, Edgware, Middlesex HA8 7UU. If **you** require guidance with the website please call 0345 644 8966.

The legal helpline service which **you** are required to call if you have a specific legal problem or have a legal matter to consider which may be covered under this policy is provided by **Lawclub** and/or DWF LLP ("DWF") of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

## Legal Assistance Online

As part of **your** policy you have unlimited, free access to various online tools and services that will help **you** to produce legal paperwork and other documents in connection with a wide range of matters that can affect **your** personal lifestyle. Legal Assistance Online enables **you** to draft over 150 legal documents which can be prepared by following the online interactive questionnaire. Once created the documents can be downloaded, printed and stored in **your** secure online legal account. In addition Legal Assistance Online has a detailed lawguide which can provide **you** with up to date guidance and advice on many legal issues.

Some documents include the option of instructing Epoq to review **your** draft document for an additional fixed fee. The amount of the additional fixed fee will be confirmed to **you** at the time that **you** use the service. This document review service extends to documents which **you** have begun drafting through legal assistance online where **you** want Epoq to review **your** document and ensure it is fully prepared and amended to meet **your** needs.

If you require guidance with the website please call 0345 644 8966.

To access Legal Assistance Online visit [www.lawclubonline.co.uk](http://www.lawclubonline.co.uk) and register using the registration code: LV=CLEAR.

This service is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.



# General Exclusions

The following exclusions apply to the whole policy in addition to the exclusions listed under what is not covered under the relevant sections.

## The policy does not cover the following:

### 1 Geographical limits

Damage, **injury** or liability arising out of any Event outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, unless **we** say differently.

### 2 War

Damage, liability, death, **injury**, disability or any loss caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Radioactive contamination

Damage to any property, any legal liability or any loss directly or indirectly caused by:

- a** ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b** the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

### 4 Sonic bangs

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

### 5 Pollution or contamination

Damage caused by or resulting from pollution or contamination, other than damage caused by:

- a** pollution or contamination which results from damage by a cause which is insured by this policy; or
- b** damage by a cause which is insured by this policy which results from pollution or contamination.

### 6 Market value

Any loss of market value after an item is repaired or replaced. (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition.)

### 7 Date recognition and computer viruses

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to **you** or not, failing at any time, due to:

- the failure to correctly recognize, accept, respond to,

retrieve, retain or process any data representing date or part of a date, time; or

- computer viruses.

Electronic equipment includes:

- a** any computer equipment, system or software;
- b** any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

### 8 Terrorism

**We** will not cover loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. For the purpose of this exclusion an act of terrorism means:

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- any act deemed by the government to be an act of terrorism.

### 9 Agreements and contracts

Loss, damage or liability arising out of or as a result of any agreement or contract **you** have entered into.

### 10 Pre-existing damage

Loss, damage, **injury** or liability as a result of an event which happened before the cover under this policy started.

### 11 Gradual damage

Loss or damage caused by anything that happens gradually.

### 12 Confiscation

Loss or damage caused by officials or authorities confiscating or holding **your** property.

### 13 Wilful acts

Loss or damage caused by **your** wilful act.

### 14 Illegal Activity

Any direct or indirect loss or damage to **your home** or its **contents** as a result of the property being used for illegal activities.

# General Conditions

The following conditions apply to the whole policy.

## 1 Premium

**You** must pay the premium or any agreed monthly instalment. In the event that **you** fail to pay one or more instalments whether in full or in part, **we** or **your Insurance broker** may cancel the policy in line with General Condition 7 of this policy.

## 2 Taking care of your home

**You** must keep any property **you** insure in a good state of repair and take care to prevent accidents, **injury**, loss and damage.

## 3 Claims

If **you** need to make a claim, **you** must do the following:

- Tell **us** at **your** first opportunity about the event and give **us** any information relevant to the claim, **we** may need.
- Tell the police about any damage caused by theft or attempted theft or if any property is lost outside **your home**.
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**.
- Carry out and allow **us** to take any action **we** need to prevent more damage.
- Tell **us** at **your** first opportunity about any prosecution, inquest or enquiry connected with any **injury** or damage.
- Allow **us** to have total control to carry out, defend and settle any claim;
- take proceedings in **your** name or in the name of any other person claiming under this insurance, at **our** own expense and for **our** own benefit to recover any payment **we** have made.

**You** or any other person must not, without **our** permission:

- negotiate or admit responsibility; or
  - make any offer, promise or payment; or
  - make **your** own arrangements for repair or replacement.

**We** will not pay any claims under this insurance unless **you** have kept to this condition. If **we** have already paid **you** for a claim, **you** must repay **us**.

## 4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any relevant plans, documents, books and information **we** ask for. **We** will always try to repair or replace the property as it was. If **we** cannot **we** will repair or replace the item with the nearest equivalent item, but this may not be the same brand. The most **we** will pay for any one item is the **sum insured**.

## 5 Other insurances

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

## 6 Misrepresentation

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

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

**We** may:

- Agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or void **your** policy (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified **we** will:

- Not return any premium paid by **you**.
- Recover from **you** any costs **we** have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

# General Conditions (continued)

## 7 Claims Fraud

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

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

**We** may:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your** policy from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

## 8 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

## 9 Rights of Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

## 10 Law applying to the Contract

Unless **we** agree otherwise:

- a the language of the policy and all communications relating to it will be English; and
- b the laws of England and Wales will apply to this contract of insurance.

## 11 Changing your details

**You** must tell **us** at **your** first opportunity about any changes that may affect **your** policy cover. If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the policy. Here are the changes **you** should tell **us** about:

- **You** changing **your** insured address
- **You** change **your** name
- **You** changing occupation/s or the trade in which **you** work
- If the property is used for business and the type of business use
- If the property is no longer **your** main residence
- If the property is let or sublet or if there are paying lodgers
- If the number of consecutive days the property is **unoccupied** increases
- **You** being convicted of a criminal offence (other than motoring offences)
- Where **you** have buildings insurance with **us**; if the full rebuilding cost of **your** property should change, for example by fitting double glazed windows in place of single glazed windows
- Where **you** have contents/personal possessions insurance with **us**; if the values or items to be insured changes
- If there is any building work at **your home** or work to commence
- If the type of locks or alarm should change and if **you** no longer have an alarm maintenance contract in force
- If the property is no longer self-contained or does not have its own lockable entrance
- The property is not in a good state of repair

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy, the change will be subject to an admin charge of £10 plus Insurance Premium Tax. **You** will be informed of any revised premium or terms and asked to agree before any change is made. **We** will not refund or charge amounts less than £15 plus Insurance Premium Tax. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with the cancellation procedure stated on page 6.



To make a claim call

**0800 681 6367**



If you have a domestic emergency call

**0800 633 5423**



To make a Legal Expense claim call

**0344 873 0246**

Optional cover, please refer to your schedule



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