# Home Insurance All you need to know



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# Welcome to Sainsbury's Home Insurance

Thank you for insuring your home with Sainsbury's Home Insurance, which is underwritten by U K Insurance Limited. We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy booklet provides all the details you need to know about your insurance policy. Please read this alongside your schedule and home proposal confirmation.

We hope that you will insure with us for many years to come.

## Hints and tips

Claim phone numbers > see the back cover What you need to do if you make a claim > see page 6 List of defined words > see page 39 Leaks and burst pipes > see page 8 Conditions of the policy > see page 32 Changes to the policy you should tell us about > see page 34 If your bike is stolen away from home > see page 20 Cover for your children in lodgings at school/university > see page 15 If your set or suite is damaged > see page 19 What is not covered that applies to the whole policy > see page 7 and 38

# **Summary of policy limits**

# The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

Buildings (if selected)	
Alternative accommodation and rent	£25,000
Trace and access	£5,000
Property Owner's Liability	£2,000,000
Contents (if selected)	
Valuables limit	Up to 30% of Contents sum insured
Valuables single item limit	£2,000
Alternative accommodation and storage	£15,000
Theft from out buildings/garages	£2,500
Contents outside	£1,000
Garden plants	£1,000 per claim, £250 per plant
Money in the Home	£500
Contents at university, college or boarding sch	ool £5,000
Contents temporarily away from your Home	£5,000
Downloaded content	£1,000
Business equipment	£5,000
Guests' belongings	£500
Birth of a child, religious festivals and weddings or civil partnership	10% of Contents sum insured
Tenant's Liability	£5,000
Employer's Liability	£5,000,000
Personal Liability	£2,000,000
Personal Possessions	Optional with Contents
Single item limit	£2,000
Bicycles (per bicycle)	£500
Money	£500
Theft from unattended motor vehicle	£1,000
Family Legal Protection	,
1 I I I	Optional
Legal costs and expenses	Optional £100,000
Home Emergency	

£250

£250

Replacement boiler

One night emergency accommodation

# **Policy conditions**

## **Important information**

# Your home insurance contract is made up of:

- · this policy booklet;
- your schedule;
- your proposal confirmation.

#### What you need to do

- Please read this policy booklet and your schedule to make sure you know exactly what your insurance covers.
- Check your proposal confirmation and your schedule, which sets out the information you have given us, carefully.
- If you think there is a mistake, or if you need to make changes, you should tell us immediately.
- If you don't give us correct information, or if you don't tell us about any changes:
  - your policy may be invalidated;
  - we may reject your claim;
  - we may not pay your claim in full.

#### Meeting your needs

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

#### The law that applies

**You** and **we** may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply.

We have supplied this policy and other information to you in English and we will continue to communicate with you in English.

## How to claim

# Buildings, contents or personal possessions

#### 0800 206 1964

If you need to claim:

- call the **home** insurance claims number as soon as possible;
- don't make any arrangements for replacement or repair before you call;
- when you call we'll ask for:
  - your policy number;
  - information about the extent of the loss or damage;
  - **your** crime or loss reference number (if relevant).

#### Family Legal Protection claims and legal advice line

Optional with Section 4 0800 206 1968 We're open 24 hours, 365 days a year.

#### Home emergencies – Section 5

Optional with Section 5 0800 206 1967 or 0194 384 6651 We're open 24 hours, 365 days a year.

## This policy doesn't cover

- X Just like most insurers we don't cover:
  - wear and tear;
  - maintenance and routine decoration;
  - loss or damage as a result of the lack of maintenance and/or routine decoration;
  - · reduction in value;
  - damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin;
  - the cost of repairing or replacing any item following a mechanical or electrical fault or breakdown, or where it has failed or stopped working despite there being no apparent damage (note this does not apply to Section 5 Home Emergency);
  - damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item;
  - tearing, scratching, chewing, vomiting, fouling, urinating or denting by any domestic animal;
  - any damage caused gradually;
  - faulty workmanship, faulty design or the use of faulty materials;
  - items held or used for **business** purposes except those listed as **business equipment** in the definitions;
  - any drop in the market value of your home caused by rebuilding or repairing damage to your buildings;
  - any loss, damage or legal liability caused, or allowed to be caused, by the deliberate, wilful or malicious act of **you** or any paying guest or tenant;
  - any loss, damage or legal liability resulting from the illegal acts of **you** or any paying guest or tenant.

# Section 1 Buildings

Defined words appear in **bold** – see page 39 for definitions. Your schedule will show if you have this cover.

## A Core cover

# Your buildings are covered for loss or damage caused by

#### Storm or flood

- **We** don't cover:
  - · damage to fences, gates or hedges;
  - damage from frost.

#### Water or oil escaping from fixed water or heating systems

We also cover water or oil escaping from:

- underground drains and pipes;
- domestic appliances;
- storage tanks.

#### **X We** don't cover:

- subsidence, heave or landslip damage caused by escaping water or oil under this section. However, you may have cover under the section 'Subsidence or heave of the site on which your home stands, or landslip' below;
- tanks, pipes, appliances or heating systems themselves;
- costs to remove and replace any part of the buildings to find and repair the source of any water or oil leaks. However, you may have cover under the Trace and Access section below;
- damage caused by the failure, wear and tear or lack of grouting or sealant;
- loss or damage caused by water overflowing from sinks, wash basins, bidets, showers and baths as a result of taps being left on in your home.
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Trace and Access

**We** will also pay up to £5,000 to remove and replace any part of the **buildings** to:

 find the source of any water or oil escaping from tanks, pipes, appliances or fixed heating systems that is causing damage to the **buildings**.

#### **X We** don't cover:

tanks, pipes, appliances or heating systems themselves.

#### Theft or attempted theft

- × We don't cover:
  - · damage caused by paying guests or tenants;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Fire, explosion, lightning, earthquake and smoke

- **X** We don't cover loss or damage caused by:
  - heat distortion unless accompanied by flames;
  - tobacco burns, unless accompanied by flames.

#### Being hit by vehicles, aircraft, flying objects and animals

**We** also cover damage from anything that drops from an aircraft or flying object.

#### Subsidence or heave of the site on which your home stands, or landslip

This includes cover for:

- solid floor slabs, but only if your home's foundations are damaged at the same time and by the same cause;
- outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences – but only if **your home** is damaged at the same time and by the same cause.
- **X We** don't cover damage from:
  - normal bedding down of new structures or shrinkage;
  - settling of newly made up ground;
  - · coastal or river erosion;
  - demolition or structural repairs or alterations to your buildings.

#### Vandalism or malicious acts

- We don't cover:
  - · damage caused by paying guests or tenants;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Falling trees or branches

We don't cover damage to fences, gates or hedges.

#### Falling TV aerials, radio aerials, satellite dishes and their fittings

Please note:

- if you have our Buildings cover, your buildings are covered for loss or damage caused by falling TV aerials, radio aerials, satellite dishes and their fittings. But our Buildings cover does not cover damage to TV aerials, radio aerials, satellite dishes and their fittings themselves;
- if you have our Contents cover, this covers damage to your TV aerials, radio aerials, satellite dishes and their fittings themselves (see Section 2).

#### Frost damage to water pipes and tanks

- X We don't cover:
  - water pipes or tanks that are outside;
  - water pipes or tanks in outbuildings;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Riot, civil unrest, labour disputes or political disturbance

#### Weight of snow

This includes cover for garages and outbuildings, but only if they:

- · are built of brick, stone or concrete; and
- have a tile or slate roof.
- X We don't cover:
  - damage to fences, gates and hedges.

## **B** Additional cover

### You're covered for

#### Service pipes and cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to or from your home.

#### **X We** won't pay for:

 loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Loss of keys

We will pay to replace and fit locks:

- on the outside doors of your home; or
- to any safe or alarm system in your home,

if the keys have been lost or stolen.

#### Emergency entry to buildings and gardens

We will pay for loss of or damage to **your buildings** or garden landscaping caused by the fire brigade, police or ambulance service making a forced entry because of an emergency involving **you**.

#### Alternative accommodation, kennel fees and lost rent

We will pay up to £25,000, in total, for alternative accommodation for **you** and kennel fees for **your** pets, and lost rent, if:

- **your home** is uninhabitable while it is being repaired, due to a valid claim **you** have made under Section 1;
- your home is occupied by squatters.

Alternative accommodation where appropriate will be reflective of the individuals' needs. Each claim will be reviewed taking into account the duration, location and occupancy and will continue for the shortest amount of time necessary to restore **your home** to a habitable condition.

## B Additional cover continued

#### **X We** won't pay for:

- any subscription based services to your alternative accommodation;
- any costs associated with keeping livestock and/or horses.

Please note **we** may not pay for costs **you** incur without **our** prior agreement.

#### Clearance costs

We will pay the costs of clearing the site and making it safe if we need to before repairing or rebuilding the **buildings** after damage covered under Section 1.

#### Professional fees

We will pay fees for chartered architects, surveyors, suitably qualified consultants and legal fees necessary for **us** to rebuild **your home**.

#### **X We** won't pay:

• any fees for preparing your claim.

#### Government or local authority regulations and requirements

We will pay the additional costs of rebuilding or repairing the damaged part of the **buildings** only if this is necessary to comply with any government or local authority regulations and requirements after damage covered under Section 1.

#### **X We** won't pay:

• if **you** were told about the requirement before the damage happened.

#### The time between exchange and completion when selling your home

**We** will cover the buyer of **your home** under Section 1 until the sale completes, as long as the property isn't insured under any other policy.

## C Accidental damage

#### This cover is optional

## You're covered for

#### Accidental damage to the buildings.

Accidental damage is sudden and unintentional physical damage that happens unexpectedly.

## You're not covered for

#### **X We** won't pay for:

- damage caused by any paying guest or tenant
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).
- damage by a cause listed in or specifically excluded by Section 1A, other than:
  - tobacco burns
  - loss or damage caused by water overflowing from sinks, wash basins, bidets, showers and baths as a result of taps being left on in **your home**.

## D Property owner's liability

## You're covered for

#### Property owner's liability

We will pay up to £2,000,000 to cover your legal liability for damages you have to pay if someone makes a claim against you for:

- accidental death or illness of, or bodily injury to, any person;
- accidental loss of or damage to property.

This will also include costs, expenses and legal fees for defending **you**, if **we** have agreed this in writing beforehand.

#### We will pay if

The death, illness, bodily injury, loss or damage must be caused solely by **you**, either:

- as owner of your current home; or
- by defective work carried out by you or on your behalf to any private residence within the United Kingdom that you used to own.

Any liability that arises solely from **you** occupying **your home**, but not as owner of the property, is not covered under this section. However if **you** have **our** Contents cover, this covers liabilities arising from **you** occupying **your home**.

#### **Previous homes**

If the claim is for a **home you** used to own and live in:

- you must not be covered by any other insurance; and
- you must no longer have any interest in that property.

### You're not covered for

- Damages resulting from claims made against you for:
  - death or illness of or bodily injury to you or your domestic staff;
  - damage to property belonging to or in the custody or control of **you** or **your** domestic staff;
  - death, illness, injury, loss or damage caused by any **business**;
  - any liability created by an agreement, unless you would have had that liability anyway;
  - any incident that happens outside the period of insurance.

## E If you claim

## How we settle claims

If the **buildings** are damaged by any of the causes listed in [Section 1], **we** will either:

- repair or rebuild the damaged part using **our** suppliers;
- pay to repair or rebuild the damaged part using your suppliers;
- make a cash payment.

If **we** can repair or rebuild the damaged part, but **we** agree to use **your** suppliers or make a cash payment, **we** will only pay **you** what it would have cost **us** using **our** suppliers and therefore the amount **you** receive may be lower than the cost charged by **your** suppliers.

If **we** cannot repair or rebuild the damaged part, **we** will pay the full cost of rebuild or repair.

If the damage to the **buildings** isn't repaired or rebuilt, **we** may pay the difference between the market value of **your** property immediately before the damage and its value after the damage.

We may take off an amount for wear and tear if the **buildings** were not in a good state of repair at the time of the damage.

#### How much we will pay

The most **we** will pay for any claim will be:

- the total sum insured shown on your schedule or the full rebuild cost of your buildings, whichever is less, plus;
- any amounts due under the following parts of Section 1B:
  - alternative accommodation, kennel fees and lost rent;
  - clearance costs;
  - professional fees;
  - government or local authority regulations and requirements.

If the sum insured isn't enough to cover the cost to rebuild **your buildings**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the sum insured was enough to rebuild **your buildings**, **we** will pay no more than 75% of **your** claim.

#### Your excess

**You** will have to pay any **excesses** shown in **your** schedule. This includes the specific **excesses** for:

- subsidence, heave or landslip;
- escape of water.

We will only take off one excess for each claim, unless there is an **endorsement** shown in **your** policy schedule to say otherwise.

If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

#### Our guarantee

We guarantee any work carried out by **our** suppliers for 12 months. We don't provide any guarantee for work carried out by a supplier chosen and instructed by **you**.

#### **Reducing your sum insured**

**We** will not reduce the sum insured after paying a claim.

## What we don't pay for

- **X We** won't pay:
  - to alter or restore any undamaged part of the buildings;
  - to replace or alter any undamaged items solely because they are part of a set, suite, group or collection.

# Section 2 Contents

Defined words appear in **bold** – see page 39 for definitions. Your schedule will show if you have this cover.

## A Core cover

## The contents in your home are covered for damage caused by

Storm or flood

#### Water or oil escaping from fixed water or heating systems

We also cover water or oil escaping from:

- underground drains and pipes;
- domestic appliances;
- storage tanks.
- X We don't cover:
  - subsidence, heave or landslip damage caused by escaping water or oil under this section. However, you may have cover under the section 'Subsidence or heave of the site on which your home stands, or landslip' below;
  - tanks, pipes, appliances or heating systems themselves;
  - damage caused by the failure, wear and tear or lack of grouting or sealant;
  - loss or damage caused by water overflowing from sinks, wash basins, bidets, showers and baths as a result of taps being left on in your home;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Theft or attempted theft from your home

#### **X We** don't cover:

- loss by deception, unless the only deception used is to get into your home;
- loss of money unless force and violence is used to get into or out of your home;
- loss or damage caused by paying guests or tenants, or while your home or any part of it is let;
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

We will pay up to £2,500 for any contents claim following a theft from your garages or outbuildings.

#### Fire, explosion, lightning, earthquake and smoke

- **X** We don't cover loss or damage caused by:
  - heat distortion unless accompanied by flames;
  - tobacco burns, unless accompanied by flames.

#### Being hit by vehicles, aircraft, flying objects and animals

**We** also cover damage from anything that drops from an aircraft or flying object.

- X We don't cover:
  - damage caused by pets.

#### Subsidence or heave of the site on which your home stands, or landslip

- **X** We don't cover loss or damage caused by:
  - normal bedding down of new structures or shrinkage;
  - settling of newly made up ground;
  - · coastal or river erosion;
  - demolition or structural repairs or changes to your home.

#### Vandalism or malicious acts

- **We** don't cover:
  - loss or damage caused by paying guests or tenants;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).
- Falling trees or branches
- Falling TV aerials, radio aerials, satellite dishes and their fittings
- Riot, civil unrest, labour disputes or political disturbance

## **B** Additional cover

## You're covered for

#### Frozen and chilled foods

We will pay the cost of replacing any food in **your** freezer or fridge that is lost or damaged by:

- the temperature rising or falling;
- the refrigerant or refrigerant fumes escaping.

#### **X We** won't pay:

- if your freezer or fridge is over 10 years old, unless it is regularly serviced;
- for loss or damage resulting from a deliberate act or neglect by you, or by your electricity provider or their employees or agents;
- for loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Loss of keys

We will pay to replace and fit locks:

- on the outside doors of your home; or
- to any safe or alarm system in your home,

if the keys have been lost or stolen.

#### Moving home

We will pay for loss of or damage to your contents by a cause listed under Sections 2A (and 2C, if shown in your schedule) while the contents are being moved from your home to another private property that you are going to live in permanently within the British Isles. This includes cover while the contents are temporarily stored for up to 72 hours.

#### **X** We won't pay for loss or damage:

- to money;
- to china, glass, earthenware or other fragile items;
- · to bicycles;
- caused by any paying guest or tenant.

#### Oil and metered water

#### We will pay for the value of:

- · oil from a domestic heating installation;
- · metered water;

that is lost by a cause insured under Section 2A.

#### Alternative accommodation, kennel fees and storage

We will pay up to £15,000 if **your home** is uninhabitable following a valid claim made under Section 2A or 2C for:

- the cost of providing alternative accommodation for you and kennel fees for your pets while your home is uninhabitable;
- the cost of temporarily storing **your contents** while **your home** is being repaired.

We will only provide cover for your contents if:

- they aren't covered by any other insurance policy;
- we have arranged for their temporary storage.

Alternative accommodation where appropriate will be reflective of the individuals' needs. Each claim will be reviewed taking into account the duration, location and occupancy and will continue for the shortest amount of time necessary to restore/replace **your contents** and/or to make **your home** habitable.

- **X We** won't pay for:
  - any subscription based services to your alternative accommodation;
  - any costs associated with keeping livestock and/or horses.

Please note **we** may not pay for costs **you** incur without **our** prior agreement.

#### Contents outside

We will pay up to £1,000 for loss of or damage to **your contents** from any of the causes listed under Sections 2A (and 2C, if shown in **your** schedule) while they are outside but within the boundaries of **your home**.

- **We** won't pay for:
  - loss of money;
  - loss of or damage to bicycles;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Contents temporarily away from your home

We will pay up to £5,000 for loss of or damage to **contents** from any cause insured under Section 2A while the items are temporarily away from **your home** in the **British Isles**.

#### **X We** won't pay for:

- bicycles;
- camping equipment;
- · loss of money;
- · loss by deception;
- · loss of or damage to guests' belongings;
- loss by theft, vandalism or malicious acts unless these happen in an occupied private home or building where **you** work, or force and violence is used to enter the building;
- personal possessions.
- If you have our Personal Possessions cover, this covers damage to or loss of your personal possessions.

#### Contents at university, college or boarding school

We will pay up to £5,000 for loss of or damage to **contents** from any cause insured under Section 2A while the items are being kept in **your** lodgings whilst **you're** away at university, college or boarding school in the **British Isles**.

#### X We won't pay for:

- bicycles;
- · camping equipment;
- · loss of money;
- loss by deception;
- · loss of or damage to guests' belongings;
- loss by theft, unless there is evidence of forcible and violent entry to your lodgings
- · personal possessions.
- If you have our Personal Possessions cover, this covers damage to or loss of your personal possessions.

#### Downloaded content

We will pay up to £1,000 to replace content that **you** have bought and stored on **your** home computer, mobile phone or other portable entertainment device that is lost or damaged by any cause listed in Section 2A.

**We** won't pay for rewriting the lost information.

#### Garden plants

#### We will pay:

- up to £1,000 for loss of or damage to trees, shrubs, plants and lawns at **your home** and any design fees necessary to put it right.
   Within this limit **we** will pay up to £250 for any one plant, shrub or tree;
- for loss of or damage to trees, shrubs, plants and lawns following subsidence, but only if your home is damaged at the same time and by the same cause.
- **We** won't pay for:
  - loss or damage caused by any pets, other animals, birds, insects, fungus, or frost;
  - trees, shrubs, plants or lawns which die naturally, or die because you haven't looked after them properly;
  - loss or damage caused by storm, flood, or weight of snow;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Birth of a child, religious festivals and weddings or civil partnerships

**We** will increase the sum insured for **contents** by 10% for 30 days before and 30 days after:

- you have a baby;
- a religious festival that you celebrate;
- your wedding or civil partnership ceremony.

The date of the birth, wedding, civil partnership or religious festival and the 30 days periods, must be within the **period of insurance** on **your** schedule.

#### Title deeds

We will pay the cost of preparing new title deeds to your home after loss or damage by any cause insured under Section 2A while the deeds are in your home or in your bank for safe keeping.

## C Accidental damage

#### This cover is optional

## You're covered for

#### Accidental damage to your contents

We will pay for accidental damage to your contents while they are in your home or being moved to your new home.

**Accidental damage** is sudden and unintentional physical damage that happens unexpectedly.

## You're not covered for

- **X We** won't pay for:
  - damage to bicycles
  - damage to money
  - damage caused by any paying guest or tenant
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).
  - damage by a cause listed in or specifically excluded by Section 2A, other than:
    - tobacco burns
    - loss or damage caused by water overflowing from sinks, wash basins, bidets, showers and baths as a result of taps being left on in your home.

## **D** Personal liability

## You're covered for

#### Personal liability

Liabilities arising from **you** occupying **your home** and **your** personal liabilities as a private individual in and away from **your home**.

We will pay up to £2,000,000 to cover your legal liability for damages you have to pay if someone makes a claim against you during the period of insurance for:

- accidental death or illness of, or bodily injury to, any person
- · accidental loss of or damage to property.

This will also include costs, expenses and legal fees for defending **you**, if **we** have agreed this in writing.

Any liability that arises solely from **you** owning **your home** is not covered under this section. However, **you** may have cover under 'Property owner's liability' if **you** have **our** Buildings cover.

## You're not covered for

× Any liability relating to:

- death or illness of, or bodily injury to, you or your domestic staff;
- damage to property belonging to or being looked after by you or your domestic staff;
- death, illness, injury, loss or damage caused by:
  - you owning or occupying any land or building except your home or temporary holiday accommodation
  - any business
  - an agreement, unless that liability would have existed anyway;
- you owning, keeping or using any:
  - vehicles, except caravans and trailers while they are not being towed
  - drones or model aircraft
  - animals except domestic pets
  - horses, ponies, donkeys or mules
  - dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation;
- any disease that can be passed from one person to another.
- Liability for accidental death or illness of, or bodily injury to, your domestic staff is covered under Section 2E Employer's liability.

## E Employer's liability

### You're covered for

#### Employer's liability

We will pay up to £5,000,000 to cover damages you become legally liable to pay for any claim caused by a single incident involving accidental death or illness of, or bodily injury to, your domestic staff.

This will also include costs, expenses and legal fees for defending **you**, if **we** have agreed this in writing beforehand.

We only cover incidents that happen within the **period of insurance** on **your** schedule.

## F Tenant's liability

## You're covered for

#### Tenant's liability

We will pay up to £5,000 for any claim resulting from a single incident for amounts **you** become legally liable to pay as a tenant of **your home** for damage caused to the **buildings** by any cause covered by Section 1A.

If you have contents accidental damage (Section 2C), this also includes any amounts you become legally liable to pay for accidental damage to:

- underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to or from your home;
- fixed glass in windows, doors or roofs, fixed ceramic hobs, sinks and bathroom fittings in your home.

**Accidental damage** is sudden and unintentional physical damage that happens unexpectedly.

## You're not covered for

**We** won't pay for:

- breakages caused by **your** paying guests or tenants;
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

## G If you claim

## How we settle claims

For any item of **contents** that is lost or damaged **we** will choose whether to:

- replace or repair the item or part;
- pay the cost of replacing or repairing the item or part, up to the amount it would have cost to replace or repair using **our** own suppliers; or
- make a cash payment.

We won't pay more than the amount it would have cost **us** to replace or repair using **our** own suppliers.

If appropriate parts or replacement items are not available, **we** will pay the full cost of the item, provided the sum insured is adequate.

#### How much we will pay

The most **we** will pay for any claim will be:

- the Contents sum insured shown in your schedule;
- the amount shown in your schedule for any loss of or damage to valuables that you haven't included as specified items;
- £2,000 for any one **valuable** (whether an item, set or collection) unless **your** schedule shows otherwise;
- the sum insured shown in the schedule for any specified sum;
- £5,000 for business equipment;
- £500 for money;
- £500 for guests' belongings;
- £2,500 for theft from garages or outbuildings;
- the amounts shown in Section 2 under the headings:
  - alternative accommodation, kennel fees and storage
  - contents temporarily away from your home
  - contents at university, college or boarding school
  - downloaded content
  - contents outside
  - garden plants.

On top of **your** total sum insured, **we** will also pay for:

- alternative accommodation, kennel fees and storage;
- garden plants;
- · loss of keys;
- oil and metered water;
- title deeds.

If the sum insured isn't enough to cover the cost to replace all of the **contents** of **your home** as new, **we** will reduce any payment in line with the premium shortfall.

For example, if **your** premium was 75% of what it would have been if the sum insured was enough to replace the entire **contents** of **your home** as new, **we** will pay no more than 75% of **your** claim.

#### Your excess

You will have to pay any excesses shown in your schedule. This includes the specific escape of water excess.

We will only take off one excess for each claim, unless there is an **endorsement** shown in **your** policy schedule to say otherwise.

If **we** have asked one of **our** suppliers to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

#### Sets and suites

If part of a set, suite, group or collection of items is lost or damaged, **we** will not pay the cost to replace or alter any of the undamaged items solely because they are part of the same set, suite, group or collection.

If **we** ask **you** to, **you** will have to give up the undamaged parts of the set or suite to **us** where the full replacement cost has been paid.

#### **Specified items**

If **you** claim for an item listed in **your** schedule, **you** will need to give **us** proof of the item's value. To help **you** do this, **we** recommend that **you** keep receipts and copies of valuations.

#### **Reducing your sum insured**

**We** will not reduce the sum insured after paying a claim.

# Section 3 Personal Possessions

Defined words appear in **bold** – see page 39 for definitions. Your schedule will show if you have this cover.

## A Core cover

# Your personal possessions are covered for

#### Accidental loss and damage

We will pay for accidental loss of or damage to:

- your personal possessions;
- any other items listed on **your** schedule under 'Personal possessions'.

while they are within the British Isles.

This includes cover for:

- possessions stolen from your unattended vehicle, but only if the vehicle is locked and your possessions are hidden from view in a closed glove compartment or locked boot;
- loss or damage to bicycle tyres and accessories, but only if the bicycle is lost or damaged at the same time;
- the theft of an unattended bicycle, but only if it is in a locked building or secured with a bike lock to an immovable object.

# Your personal possessions aren't covered for

- **X** We don't pay for loss of or damage to:
  - business equipment;
  - · vehicles;
  - watercraft propelled by hand (such as a surfboard or rowing boat);
  - sports equipment while it is in use;
  - · camping equipment while it is set up or in use;
  - · items taken by Customs or other officials;
  - any bicycle while it is being used for organised racing, pace-making or trials;
  - money. You may have cover under Section 3B Money.

**X** We also don't pay for loss or damage:

- for theft involving deception;
- by any paying guest or tenant;
- covered under Section 2A.

## **B** Additional cover

### You're covered for

#### Items in a bank

We will pay for accidental loss of or damage to items listed on **your** schedule as being in a bank or safe deposit box.

We will also cover items when they are taken out of the bank or safe deposit box if we have agreed that they can be temporarily taken out.

#### Money

We will pay up to £500 for the theft or accidental loss of **money** which is either with **you**, or which **you** have left in a secure place, anywhere in the world. **You** must report the theft or loss to the police within 24 hours.

#### **We** don't pay for:

- shortages caused by mistake (eg someone shortchanging you);
- any loss in value (eg as a result of currency devaluation);
- money confiscated by Customs or other officials.

#### Overseas travel

We will cover items that are insured under Section 3A for up to 60 days in any one policy year, while they are temporarily outside the British Isles. You must either have the items with you, or have left them in a secure place.

## You're not covered for

**We** don't pay for anything that is excluded under Section 3A.

## C If you claim

## How we settle claims

For any **personal possession**, set or part of a set that is lost or damaged **we** will choose whether to:

- replace or repair the item or part;
- pay the cost of replacing or repairing the item or part, up to the amount it would have cost to replace or repair using **our** own suppliers; or
- make a cash payment.

We won't pay more than the amount it would have cost **us** to replace or repair using **our** own suppliers.

If appropriate parts or replacement items are not available, **we** will pay the full cost of the item, provided the sum insured is adequate.

#### How much we will pay

The most **we** will pay for any claim will be:

- the Personal Possessions sum insured shown on your schedule;
- £2,000 for any one item, set or collection unless **your** schedule shows otherwise;
- £500 for any bicycle unless it is specified on your schedule;
- £1,000 for theft from an unattended motor **vehicle.**

#### Your excess

You will have to pay any excesses shown on your schedule.

We will only take off one excess for each claim, unless there is an **endorsement** shown in **your** policy schedule to say otherwise.

If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

#### Sets and suites

If part of a set, suite, group or collection of items is lost or damaged, **we** will not pay the cost to replace or alter any of the undamaged items solely because they are part of the same set, suite, group or collection.

If **we** ask **you** to, **you** will have to give up the undamaged parts of the set or suite to **us** where the full replacement cost has been paid.

#### **Specified items**

If **you** claim for an item listed in **your** schedule, **you** will need to give **us** proof of the item's value. To help **you** do this, **we** recommend that **you** keep receipts and copies of valuations.

# Section 4 Family Legal Protection

Defined words appear in **bold** – see page 39 for definitions. Your schedule will show if you have this cover.

## The cover we provide

#### We will provide cover under section 4 Family Legal Protection as long as:

- we and the appointed representative agree that your claim has reasonable prospects of success for the duration of the claim;
- the incident happens within the territorial limits and the date of incident is during a period cover was in force; and
- any legal proceedings are carried out within the territorial limits by a court.

#### Legal expenses

Before **you** incur any **costs**, **you** must contact the legal helpline on **0800 206 1968**. The helpline is open 24 hours a day, 365 days of the year.

You can ring the legal helpline to talk about any private legal problem under United Kingdom law, whether or not it results in a claim. We will advise you of your legal rights, what courses of action are available to you and whether you need to consult a lawyer.

The legal helpline does not provide advice in relation to any claim made under this policy or in relation to any business, trade, profession or venture for gain.

Please have **your home** insurance policy number with **you** when **you** call.

## A Core cover

## You're covered for

#### Personal injury

We will pay **costs** for an incident that causes physical bodily injury to **you**, or leads to **your** death.

**We** will only pay **costs** for claims relating to mental health if they result from an accident that also causes physical bodily injury to **you**.

- **X** We don't cover claims arising from or relating to:
  - illness or injury that develops gradually or isn't caused by a specific or sudden accident;
  - defending your legal rights in claims against you;
  - clinical negligence other than those covered under 'Clinical negligence' below.

#### Clinical negligence

We will pay **costs** where negligent surgery, clinical or medical procedure or treatment leads to:

- physical bodily injury to you; or
- your death.

We will only pay **costs** for claims relating to mental health if they result from negligent surgery, clinical or medical procedure or treatment that also causes physical bodily injury to **you**.

- **X** We don't pay for claims arising from or relating to:
  - negligent surgery, clinical or medical procedures, or treatment that occurred before cover started;
  - any alleged failure to correctly diagnose **your** condition.

#### Employment

We will pay **costs** for any dispute **you** have with **your** current or former employers at an Employment Tribunal.

We will only pay the **costs** of defending **your** legal rights in claims against **you** where **you** are defending a counter-claim.

We will only pay **costs** relating to settlement agreements if **you** are also in a position to make an Employment Tribunal claim.

- **X** We don't cover claims arising from or relating to:
  - any disciplinary, investigatory or grievance procedures within the company you work for, or any appeals against the outcomes of these procedures;
  - redundancy consultations;
  - disputes that start in or are transferred to the county court or high court or the equivalent courts in the **territorial limits**.

#### Contract disputes

**We** will pay **costs** for breach of contract claims for:

- buying or hiring goods or services;
- selling goods;
- buying or selling your home.

We will only pay **costs** for claims relating to advice, specification, design, construction, conversion, extension, renovation or demolition relating to any land or buildings, if they are part of **your home** and the contract value is less than £20,000 (including VAT).

**X** We don't cover claims arising from or relating to:

- contracts you entered into before your cover started;
- leases, tenancies or licences to occupy land or buildings;
- contracts connected with a profession, business, trade or venture for gain;
- contracts connected with your employment other than those covered under 'Employment' below;
- loans, mortgages, pensions, investments or borrowing;
- planning (eg town and country planning);
- professional negligence in connection with any matter not covered under this section (Section 4).

#### Protecting your property

We will pay costs for the following claims arising out of owning or living in **your home**:

- · legal nuisance;
- trespass to your home;
- physical damage to your home.

**We** will only pay for claims relating to works carried out by a government, public or local authority or their contractors if they are for accidental physical damage.

We will only pay the **costs** of defending **your** legal rights in claims against **you** if **you** are defending a counter-claim.

- **X** We don't cover claims arising from or relating to:
  - any building or land other than your home;
  - planning (eg town and country planning);
  - advice, specification, design, construction, conversion, extension, renovation or demolition on any land or relating to any buildings;
  - leases, tenancies or a licence to occupy land or buildings.

#### Motoring offences

We will cover **costs** to defend **you** if **you** are being prosecuted for an offence connected with using or driving a motor vehicle. **You** must send **us** a copy of **your** summons within 7 days of receiving it.

- **X** We don't cover claims arising from or relating to:
  - prosecutions resulting from drink- or drugrelated offences;
  - you driving a motor vehicle without valid motor insurance;
  - offences related to driving licences or vehicle documentation;
  - parking or obstruction offences.

## A Core cover continued

#### Inheritance disputes

We will cover the **costs** of claims for a dispute over something left to **you** in a will.

- **X** We don't cover claims arising from or relating to:
  - disputes with executors about the management of the estate;
  - disputes between you and another beneficiary regarding the administration or disposal of any item left to you in a will;
  - the negligent drafting of a will;
  - situations where a will has not been made or concluded, or can't be traced (this is called 'intestacy').

#### Legal defence

We will cover the **costs** of claims arising from **you** carrying out **your** duties of work as an employee that lead to:

- you being prosecuted in a criminal court within the territorial limits;
- civil action being taken against **you** for unlawful discrimination.

## B If you attend jury service

## You're covered for

#### Salary while you attend jury service

We will pay **your** salary or wages for each complete half day **you** carry out jury service if **you** can't claim them back from the court or **your** employer.

## If you claim

The most **we** will pay, including any appeal or counterclaim, is:

- £100,000 costs (including VAT) for all claims arising from the same incident under Section 4A Core cover;
- £100,000 for your salary or wages for all claims arising from the same incident under Section 4B Salary while you attend jury service.

# Conditions and losses not covered

## Losses not covered that only apply to Section 4 Family Legal Protection

The losses not covered apply to this section in addition to the losses not covered on page 7 and 38.

- **X** We don't cover claims arising from or relating to:
  - costs relating to the period before we accept your claim;
  - action against another person who is insured by this policy;
  - fines, penalties, compensation or damages which you are ordered to pay by a court;
  - any dispute between you and someone you live with or have lived with;
  - divorce, separation, matrimonial or civil partnership issues, cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children;
  - a judicial review an application for a judge to review the legality of a decision made or action taken by a public body;
  - any dispute with us about this insurance policy other than as shown under 'How to make a complaint' (see page 43);
  - · incidents that begin before cover started;
  - loss or damage that is insured under another section of this policy or any other insurance policy;
  - any appeal or enforcement action where we did not provide cover for the original claim;
  - a group action (unless the claims are brought under "Employment"). This means any dispute where more than one person can claim against the same opponent(s) for the same (or similar) issues, whether or not the claims are heard together by the same **Court** or other body. This includes any claims brought under a Group Litigation Order (or the equivalent procedure) or as a standalone claim.

## Conditions and losses not covered continued

## Conditions that only apply to Section 4 Family Legal Protection

These conditions apply to this section in addition to the general conditions on page 33.

Note that the following conditions do not apply to Section 4 Family Legal Protection:

- the general conditions under 'Policy terms and conditions' and 'Preventing loss';
- the claims conditions listed on page 32.

#### Following the policy terms

**You** must follow all of the terms and conditions of this policy, and take all reasonable precautions to prevent a claim from happening. Where a claim is unavoidable, **you** must take all reasonable precautions to minimise the amount of the claim.

If **our** position is affected because **you** have not followed the terms and conditions of this policy, **we** have the right to:

- refuse or withdraw from any claim;
- refuse to pay costs we have already agreed to meet;
- claim back from **you costs** that **we** have paid.

#### **Reporting your claim**

You must report full and factual details of your claim to us within a reasonable time of the date of incident.

**You** must send **us** any reasonable and relevant information that **we** ask for. **You** must pay for any charges involved in doing this.

#### Choosing who represents you

If **we** accept **your** claim, **we** will choose a **preferred law firm** to try to settle the matter without having to go to **court**.

If it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose a law firm to act as the **appointed representative**.

If you choose an **appointed representative** who isn't a **preferred law firm** they must agree to act for you in line with **our terms of appointment** (you can ask us for a copy). We will only cover their **costs** from the date they agree to **our terms of appointment**.

The **appointed representative** will enter into a separate contract of appointment directly with **you**. **You** will be responsible for any of their **costs** that aren't authorised by **us**.

# Co-operating with the appointed representative and us

If we ask, you must tell the **appointed** representative to give us any documents, information or advice that they have or know about.

You must fully co-operate with the **appointed** representative and with us.

You must not take any action that has not been agreed by your appointed representative or by us.

You must keep us and your appointed representative promptly informed of all developments relating to the claim and provide us and the appointed representative immediately with all information, evidence and documents that you have or know about.

**You** must get **our** permission before instructing a barrister or expert witness.

We can contact the **appointed representative** at any time, and they must co-operate with **us** at all times.

#### **Barrister's opinion**

If there are conflicting opinions over the **reasonable prospects of success, we** will ask **you** to get an opinion from a barrister. **We** will agree the choice of barrister with **you. You** will have to pay for the opinion unless it shows that **your** claim has **reasonable prospects of success.** 

#### Offers to settle your claim

**You** must tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.

We can refuse to pay further **costs** if **you** do not accept a payment into **court**, or an offer to settle a claim, which **we** or **your appointed representative** considers should be accepted.

#### Approval to settle or end your claim

You must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the **appointed representative** without our approval. We won't withhold approval without good reason.

#### If the appointed representative refuses to continue acting for you, or if you dismiss them

If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, cover for **your** claim will end immediately unless **we** agree to appoint another **appointed representative**.

#### Economically settling your claim

We can decide to settle your claim by paying you the compensation you are likely to be awarded by a court instead of starting or continuing your claim or legal proceedings. If your claim is not for damages, we may decide to settle your claim by paying you the equivalent financial value of your claim.

#### If costs become disproportionate

We can refuse to pay further **costs** if **we** or the **appointed representative** consider that those **costs** would be disproportionate to the value of the claim.

# If your claim no longer has reasonable prospects of success

You must tell us if your claim no longer has reasonable prospects of success.

We can refuse to pay further **costs** if **your** claim no longer has **reasonable prospects of success**.

#### **Assessing costs**

We have the right to have costs:

- certified by the appropriate professional body;
- audited by an costs draftsman we choose;
- assessed by a court.

#### **Recovering costs**

You must tell the **appointed representative** to claim back all **costs** that **you** are entitled to. If **costs we** have paid are recovered, **you** must refund them to **us**.

We and you will share any costs recovered where:

- we refused to pay further costs and you paid more costs to end your claim;
- you chose to pay the difference between the costs we offered to the appointed representative under our terms of appointment and the costs charged by the appointed representative.

Recovered **costs** will be split in the same ratio as the **costs** originally paid: so if **you** paid 60% of the original **costs**, **you** will receive 60% of the recovered **costs**.

#### Cancellation

You may cancel this section of your policy at any time by contacting **us** on **0800 206 1964** or sending **us** notice in writing.

- If you cancel before the new period of insurance is due to start, we will return any premium paid in full.
- If you cancel this section after it has started we will return any premium paid less a charge for the number of days you have had cover.

We will not refund any premium if:

- you have made a claim during the period of insurance;
- a claim has been made against you during the period of insurance.

# Section 5 Home Emergency

Defined words appear in **bold** – see page 39 for definitions. **Your** schedule will show if **you** have this cover. Please note this section of cover is provided by an external company appointed by **us**.

## If you have an emergency

If there is an **emergency** in **your home**, when **you** call **us**:

- we will tell you what you can do in order to protect yourself and your home;
- we will send an authorised repairer to your home;
- we will pay up to £500 (including VAT) for each emergency assistance call out to cover the cost of:
  - the call out
  - labour at your home
  - parts.

In the event that **your home** is not fit to be lived in as a result of an **emergency** and remaining so overnight, **we** shall also at **your** request, arrange and pay up to £250, including VAT in total for:

- one night's accommodation for **you**; and
- one night's kennel fees for **your** dogs and/or cats. including transport costs.

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## **Home Emergency cover**

## You're covered for

#### Plumbing and drainage

We will pay the cost of emergency assistance needed for an emergency involving:

- internal plumbing and drainage;
- underground external drainage for which you are legally responsible.

#### **X We** won't pay:

- the cost of repairs to the underground water supply to your home;
- more than your share of the cost, if your property is a flat or maisonette;
- to replace pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or part of **your** central heating;
- for loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Heating

We will pay for emergency assistance needed if the main source of heating in your home fails.

If we find out your boiler is beyond economic repair, we will pay £250 towards the cost of a new one.

- **We** won't pay:
  - to repair leaks from any gas pipe or gas-fired appliance;
  - to repair a boiler that is beyond economic repair;
  - to replace your main source of heating;
  - to repair or replace your cold water supply tank, its supply and outlet;
  - to repair or replace water supply pipes to or from:
    - your hot water cylinder
    - any gas appliance;
  - to repair, replace, bleed or clear the airlocks of any radiators;
  - to remove asbestos connected to any repair;
  - for loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Electrical supply

We will pay the cost of **emergency assistance** needed if the permanent **electrical supply** to **your home** fails.

- **We** don't cover:
  - any temporary electrical wiring;
  - wiring that is outside **your home**;
  - the **electrical supply** to outbuildings or garages that aren't attached to **your home**.

# Home Emergency cover continued

#### Security

We will pay for emergency assistance if the locks on the external doors or windows of your home:

- · are damaged;
- stop working unexpectedly.

We will only pay to repair damage to windows or glass in external doors if not doing so would leave **your home** unsafe or insecure.

- We won't pay for:
  - replacement locks if the keys to your home are lost or stolen (note you may be covered if you have cover under Sections 1 and/or 2 of this policy);
  - repair or replacement of any intruder or fire alarm systems;
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Pests

We will pay the cost of dealing with **pests** that cause an **emergency** in **your home**.

- **X We** won't pay:
  - if you haven't followed any recommendations we have previously given you on how to control pests;
  - for loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

## Conditions and losses not covered

## Losses not covered that only apply to Section 5 Home Emergency

The losses not covered apply to this section in addition to the losses not covered on page 7 and 38.

- **We** won't pay for:
  - loss or damage before your cover starts;
  - loss or damage that happens in the first 14 days of cover;
  - the cost of work carried out by anyone except the **authorised repairer we** have sent;
  - things that need replacing after normal use, like light bulbs and fuses;
  - loss or damage caused by any interruption of mains services to your home;
  - any system or appliance which:
    - has not been installed, maintained or repaired in line with the manufacturer's instructions
    - has not been used properly
    - has not been modified correctly
    - has a manufacture or design fault;
  - loss of or damage to any decoration, fixtures or fittings that happens during an **emergency** assistance call out (note you may be covered if you have cover under Sections 1 and/or 2 of this policy);
  - replacing any system or appliance if spare parts can't be found after a thorough search;
  - loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave, landslip, malicious damage, theft or attempted theft (unless the **emergency** involves the locks to external doors or windows), structural repairs, alteration or demolition;
  - any work, including power flushing, due to water scale deposits or sludge caused by corrosion;
  - any household appliances such as, but not limited to, washing machines or dishwashers.

## Conditions that only apply to Section 5 Home Emergency

These conditions apply to this section in addition to the general conditions on page 33.

#### Asking for emergency assistance

If an **emergency** happens that may need an **emergency assistance call out**, **you** must contact **us** straight away on **0800 206 1967** or **0194 384 6651**.

#### **Preventing loss**

You must take all reasonable steps to prevent loss, damage or breakdown and keep your home, its systems and appliances in a good state of repair.

#### Spare or replacement parts

The spare or replacement parts we use:

- may not be from the original manufacturer;
- may not be a like-for-like replacement.

**We** are not responsible for any delay in supplying spare or replacement parts.

#### Help when it's not an emergency

If something happens that's not an **emergency** under this policy **we** can arrange for an **authorised repairer** to call at **your home**.

**You** will have to pay any costs and the contract will be between **you** and the repairer.

We don't class this as a call out.

#### Cancellation

You may cancel this section of your policy at any time by contacting **us** on **0800 206 1964** or sending **us** notice in writing.

- If you cancel before the new period of insurance is due to start, we will return any premium paid in full.
- If **you** cancel this section after it has started **we** will return any premium paid less a charge for the number of days **you** have had cover.

We will not refund any premium if:

- you have made a claim during the period of insurance;
- a claim has been made against you during the period of insurance.

# **Other policy conditions**

## **Claims conditions**

#### These apply to:

- Section 1 Buildings;
- Section 2 Contents;
- Section 3 Personal Possessions;
- Section 5 Home Emergency.

These conditions do not apply to Section 4 Family Legal Protection

#### **Reporting claims**

When **you** find out about anything **you** need to claim for, or may need to claim for, **you** must tell **us** as soon as possible.

#### If you make a buildings, contents, personal possessions or home emergency claim (but not a liability claim)

For any claim you must:

- give us any relevant information and evidence that we ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair. You will have to do this at your own expense;
- allow us (or our appointed suppliers) to access or inspect the damaged items and/or property;
- immediately tell the police:
  - about any loss or damage by deception, theft, attempted theft, vandalism or malicious acts.

#### If you make a liability claim

For any claim you must:

- send us any letter, claim, writ or summons in connection with the claim or potential claim as soon as you receive it, unanswered;
- get **our** written consent before admitting, denying, negotiating or settling a claim.

We may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit.

**You** must give **us** all the information and help **we** need.

#### **Professional Customer Representative**

We will not deal with a **professional customer representative** unless they are authorised and regulated in the jurisdiction in which they operate by an appropriate regulatory authority. If that is the Financial Conduct Authority or the Claims Management Regulator within the Ministry of Justice, **you** can check the Financial Services Register www.fca.org.uk/register/ or www.claimsregulation.gov.uk/search.aspx for details about **your professional customer representative**.

We will not continue dealing with a **professional customer representative** and instead only deal with **you** directly if: (i) the **professional customer representative's** behaviour is unreasonable; (ii) the negotiations regarding settlement are not concluded within a reasonable timeframe; and/or (iii) there is no reasonable prospect of a settlement being concluded in line with the policy within a reasonable timeframe.

You may not assign or transfer your policy, or any right or obligation under that policy to any third party, including a **professional customer representative**, without **our** prior express written consent.

We will always retain the right to communicate directly with you even if you have instructed a professional customer representative. If you instruct a professional customer representative, we may still pay any claim settlement directly to you. If you ask us, we may at our own discretion agree to pay the claim settlement to the professional customer representative. If we do this we will have paid your claim in full, and will not be responsible for the work carried out by your professional customer representative, or whoever they appoint, and will not be liable for any further costs associated with that work.

# If you don't follow our claim conditions, and this negatively affects our position:

- we will reject your claim or be unable to deal with it; or
- we will not pay your claim in full.

#### Handing over damaged items

You should only hand over damaged items when we, or our suppliers, ask you to do so.

#### **Enforcing your rights**

We may at **our** expense and in **your** name take steps to enforce **your** rights against any other person either before or after **we** pay a claim.

You must give us any information or assistance we need.

#### Other insurance policies

We will not pay any claim if **you** have cover under any other insurance policies.

## **General conditions**

#### These apply to all sections

#### **Policy terms and conditions**

You must keep to the policy terms, conditions and endorsements.

If you don't:

- your policy may be invalidated;
- we may reject your claim;
- we may not pay your claim in full.

#### **Preventing loss**

You must take reasonable care to prevent loss, injury or liability, damage or accidents to the **buildings** and **contents** covered under this policy.

#### Maintaining your buildings and contents

You must keep the **buildings**, **contents** and **personal possessions** covered under this policy in good condition.

#### Fraud

You must be honest in your dealings with us at all times.

**We** will not pay a claim that is in any way fraudulent, false or exaggerated.

If **you**, any person insured under this policy or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

- your policy may be cancelled;
- we may reject your claim and any subsequent claims;
- we may keep any premium you have paid.

## General conditions continued

#### What happens if we discover fraud

We have the right to cancel any other products you hold with us and share information about your behaviour with other organisations to prevent further fraud.

**We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this policy.

#### Changes that may affect your cover

You must tell **us** as soon as possible about any changes that could affect the level and/or cover of **your** insurance, eg:

- you change the address where you normally live;
- any work is being done to your home other than routine maintenance or decoration;
- you are prosecuted for or convicted of any offence (excluding motoring offences);
- you let your home out to tenants or a lodger moves in;
- your home is used for business purposes or as a holiday home.

The list above does not set out all the changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover, please contact **us**.

#### What will we do when you tell us about a change

We may reassess your cover and/or premium.

#### What happens if you don't tell us about a change

If **you** don't tell **us** about any changes:

- your policy may be invalidated;
- we may reject your claim;
- we may not pay your claim in full.

#### Paying the premium

You will only be covered if you pay your premiums.

If **we** can't collect **your** premium on the date it is due, **we** will assume that **you** do not want to continue with **your** policy unless **you** tell **us** otherwise.

We may cancel **your** policy on that date. Before we do, we will write to **you** to give **you** another opportunity to make the payment. If **you** do not pay the premium by the date stated in **our** letter, we will write to **you** to confirm that **your** policy was cancelled on the date the missed payment was due.

If **you** have made a claim, or one has been made against **you**, before that date **you** will need to pay the balance of the year's premium.

#### People involved in this contract

Unless **we** have stated otherwise, nothing in the policy is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

#### **Automatic renewal**

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise.

We will write to you at least 21 days before your policy ends to confirm your renewal premium and policy terms, and before taking any payment. If you do not want to renew your policy, you must call us before your renewal date to let us know. It is not possible to offer automatic renewal with all payment methods, so please check your renewal invite for further details.

If **we** are unable to offer renewal terms, **we** will write to **you** at **your** last known address to let **you** know.

## General conditions continued

#### **Cancellation by us**

We have the right to cancel **your** policy at any time if there is a valid reason. We will give **you** 14 days' notice in writing. We will send **our** cancellation letter to the last known address **we** have for **you**.

Valid reasons may include but are not limited to:

- you failing to co-operate with us or send us information or documentation as required by the terms of your policy where this significantly affects our ability to process your claim or deal with your policy;
- changes to your circumstances that mean you no longer meet our criteria for providing home insurance;
- you using threatening or abusive behaviour or language with our staff or suppliers.

If **we** cancel **your** policy, **we** will return the premium paid less the amount for the period the policy has been in force.

#### **Cancellation by you**

You may cancel your policy at any time by contacting us on 0800 206 1964 or sending us notice in writing.

#### If you cancel at renewal

If **you** cancel before the new **period of insurance** is due to start, **we** will return any premium paid in full.

If **you** cancel within 14 days of the start of the new **period of insurance** or within 14 days of receiving **your** renewal documents (whichever is the later), **we** will return any premium paid in full.

We will not refund any premium if:

- you have made a claim during the period of insurance;
- a claim has been made against **you** during the **period of insurance**.

#### If you cancel at any other time

If **you** cancel **your** policy before it is due to start, **we** will return any premium paid in full.

If **you** cancel within 14 days of **your** policy starting or within 14 days of receiving **your** documents (whichever is the later) **we** will return any premium paid, less the administration fee shown in **your** schedule.

If **you** cancel after 14 days have passed, **we** will return any premium paid, less the administration fee shown in **your** schedule and an amount for the period the policy has been in force.

We will not refund any premium if:

- you have made a claim during the period of insurance;
- a claim has been made against **you** during the **period of insurance**.

#### Index linking - buildings cover

If **you** have set **your** own building sum insured, we will index link the amount shown on **your** schedule using the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index.

**Your** building sum insured will go up by at least  $\pounds1,000$  each year even if the index linked increase is less than that.

**We** do not apply index linking to **our** other policy limits.

#### Index linking – contents cover

If **you** have set **your** own contents sum insured, we will index link the amount shown on **your** schedule using the Retail Price Index or another appropriate index.

**Your** contents sum insured will go up by at least  $\pounds$ 500 each year even if the index linked increase is less than that amount.

We do not apply index linking to **our** other policy limits.

#### A No claim discount

If no claims are made against **your** policy in any one **period of insurance**, **we** will reduce **your** premium for renewal in line with the scale that applies at the renewal date.

**Your** Buildings No Claim Discount will reduce if **you** make a claim under Section 1 Buildings, and **your** Contents No Claim Discount will reduce if **you** make a claim under Section 2 Contents or Section 3 Personal Possessions.

Your schedule shows the number of years No Claim Discount that you have. You cannot transfer your No Claim Discount to another person.

If **we** have to reduce **your** No Claim Discount when **we** renew **your** cover, **we** will increase any premium for renewal in line with the scale that applies at the renewal date.

B No claim discount protection (Optional) - Buildings or

#### C No claim discount protection (Optional) - Contents

This cover is only available to customers who purchased their policy before the 25th September 2016.

Your schedule will show if you have this protection.

In return for an extra premium, **you** can keep **your** Buildings and/or Contents No Claim Discount, unless **you** make more than one claim, on the same section, in any one **period of insurance**.

#### What will happen if you make a claim?

If you have No Claim Discount Protection and make:

- one claim your No Claim Discount will not change.
- two claims your Buildings and/or Contents No Claim Discount will reduce to 3 years.
- Three or more claims your Buildings and/or Contents No Claim Discount will reduce to 0 year.

No Claim Discount Protection is only available if **you** have 5 years or more No Claim Discount.

No Claim Discount Protection only protects the No Claim Discount and not the overall premium. The renewal price may still increase following a claim.

## Losses not covered

#### These apply to all sections

- We don't cover any pre-existing loss or damage that happened before your cover started.
- We don't cover any loss, damage or legal liability caused by:
  - radioactive contamination. This is:
    - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel
    - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment;
  - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event;
  - sonic bangs from aircraft or other flying objects travelling at or above the speed of sound;
  - pollution or contamination unless it is caused by oil leaking from:
    - any fixed heating installation in your home
    - any domestic appliance in your home;
  - failure of computers and electrical equipment caused by computer viruses;
  - terrorism by a person or people acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination.

# **Policy definitions**

Certain words in this policy booklet, your schedule and endorsements will have the same meaning wherever they appear.

The definitions listed below will apply to the whole policy, unless **we** say that they have a different meaning when used in particular sections of the policy.

**We** have highlighted these definitions in bold in this policy booklet.

#### Accidental Damage Accidental damage is

sudden and unintentional physical damage that happens unexpectedly.

#### Appointed representative (section 4 only)

The **preferred law firm**, solicitor or other suitably qualified person appointed by **us** to represent **you** under this section of the policy.

#### Authorised repairer (section 5 only) A

person, company or organisation appointed by **us** to carry out a temporary or permanent **emergency** repair, or prevent further damage.

#### Beyond economic repair (section 5 only)

When the cost of repairing **your** boiler exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to **your** boiler.

**Bicycle** Any bicycle, including electrically powered models, and its accessories.

**British Isles** England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland.

**Buildings Your** private **home**, fixtures and fittings, swimming pools, permanently fixed hot tubs, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates and fences.

Business Any employment, trade or profession.

**Business equipment** Any electronic office equipment used for **business** purposes while it is being kept in **your home.** (eg computers, printers and photocopiers).

- × But not:
  - smart phones;
  - · mobile phones;
  - tablet computers.

**Call out (section 5 only) Our** sending an **authorised repairer** out after **you** ask for **emergency assistance**, even if **you** then cancel **your** request.

**Contents** Household goods, **personal possessions, business equipment**, camping equipment, **money**, satellite dishes, aerials and other articles which **you** are responsible for or that belong to **you**, domestic staff who live in or guests, except paying guests.

- × But not:
  - vehicles except as set out in the paragraph below;
  - any living creature;
  - landlord's fixtures and fittings;
  - securities (financial certificates except those defined as **money**), certificates and documents, except driving licences and passports.

We will provide cover for theft or fire damage caused to electric scooters, electric skateboards, hoverboards, segways and powered unicycles whilst not in use and in **your home** or a locked garage or locked outbuilding.

**We** will pay up to the theft from outbuildings or garages policy limit for any contents claim.

There is no cover for any liability whilst in use.

#### Costs (section 4 only)

- All properly incurred, reasonable and proportionate fees, expenses and disbursements charged by the **appointed representative** and agreed by **us**. Legal fees and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- The fees incurred by **your** opponent that **you** are ordered to pay by a **court** and any other fees **we** agree to in writing.

**Court (section 4 only)** Court, tribunal or other suitable authority.

#### Date of incident (section 4 only)

- For civil cases, the date of the incident that leads to a claim. If more than one incident arises at different times from the same cause, the **date of incident** is the date of the first of these incidents.
- For criminal cases, the first date of any alleged offence.

**Electrical supply (section 5 only)** The permanent electrical wiring system supplying power to **your home** from the mains service through **your** electricity supply meter.

**Emergency (section 5 only)** An incident in the **home** that happens during the **period of insurance** and which needs to be dealt with quickly to avoid:

- making the home unsafe or insecure for you;
- damaging the home and its contents; or
- the home losing its main source of heating, lighting or water (hot or cold).

#### Emergency assistance (section 5 only)

Work carried out by an **authorised repairer** to temporarily or permanently deal with an **emergency**, carry out **emergency** repairs or prevent further damage.

- × But not:
  - repairing paths and driveways that need to be lifted to deal with the **emergency**.

**Endorsement** An agreed change to the terms of the policy shown in **your** policy schedule.

**Excess** The amount **you** must pay towards any claim.

**Geographical limits (section 5 only)** The United Kingdom including the Isle of Man, the Channel Islands, the Isles of Scilly and the Scottish Islands.

**Home** The main residence occupied by **you**, at the address shown in **your** schedule, including its domestic garages and outbuildings.

**Home (section 5 only)** The private home at the address shown in **your** schedule, together with any integral or attached garages used for domestic purposes.

- × But not:
  - detached garages and outbuildings.

#### Internal plumbing and drainage

(section 5 only) The fixed sinks and bathroom fittings, hot or cold water supply, and storage and drainage systems that **you** are responsible for and that are inside the **home**.

Legal nuisance (section 4) Any continuous activity by another party causing a substantial and unreasonable interference with **your** use or enjoyment of **your home**.

#### Main source of heating (section 5 only)

The main hot water or central heating system in **your home** including:

- · one domestic boiler;
- · any controls forming part of the boiler;
- the programmer, central heating pump, hot water cylinder, room thermostat and radiators.
- × But not:
  - any form of underfloor heating, solar heating system or warm-air heating system;
  - any non-domestic boiler and associated system;
  - any boiler with an output of over 70Kw;

- · any secondary or other boiler;
- · oil-fired and solid fuel systems;
- open fires;
- air-conditioning units.

**Money** Cash, bank notes, cheques, money orders, postal orders, traveller's cheques, savings certificates, share certificates, Premium Bonds, travel tickets, postage stamps (that are not part of a collection), phone cards, luncheon vouchers, and vouchers and cards with a cash value that belong to **you** and are not used for **business** purposes.

**Period of insurance** The period for which the policy covers **you** shown in **your** schedule.

#### Personal possessions Valuables, sports

equipment and bicycles that belong to you and luggage, clothes and any other items you normally wear or carry that belong to you or for which you are legally responsible.

#### Pests (section 5 only)

- · Wasps' nests.
- Hornets' nests.
- Mice.
- Rats.
- · Grey squirrels.

**Preferred law firm (section 4 only)** The law firm **we** choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with **your** claim and must comply with **our** agreed service standards.

#### Professional customer representative

for these purposes is a claims handler or a company acting in a professional or a business capacity and may include, for example, claims management companies or loss assessors but would not include a person acting in a private capacity, for example a relative.

#### Reasonable prospects of success (section

**4 only)** For civil cases, we and the **appointed representative** agree that there is a better than 50% chance that **you** will:

- obtain a successful judgment; and
- recover your losses or damages or obtain any other legal remedy we agree to, including an enforcement of judgment or making a successful defence, appeal or defence of an appeal.

For criminal cases, **we** and the **appointed representative** agree that there is a better than 50% chance of **you** successfully reducing **your** sentence or fine or making a successful appeal or defence of an appeal.

Security (section 5 only) The locks to external doors and windows of your home.

**Sports equipment** Items used for sports activities, including sports clothes designed to be used for any sports activity.

- × But not:
  - bicycles.

#### Terms of appointment (section 4 only)

A separate contract which **we** will require the **appointed representative** to enter into with **us** if they aren't a **preferred law firm**. It sets out the amounts **we** will pay them under **your** policy and their responsibilities to report to **us** at various stages of the claim.

#### Territorial limits (section 4 only) The United Kingdom.

#### Underground external drainage (section 5

**only)** The underground drainage pipes and sewers serving **your home**, for which **you** are legally responsible.

- × But not:
  - cesspits;
  - septic tanks;
  - treatment plants and associated pipe work and equipment.

**United Kingdom (section 4 only)** Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

#### Valuables

- Sets of coins, stamps or medals.
- Furs.
- Items or sets or collections of gold, silver or other precious metals.
- Jewellery.
- Watches.
- Works of art.

Vehicles Any vehicle or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their keys, key-fobs, parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle)

- But not the following while being used for their intended purpose and by a person for whom they were designed:
  - · ride-on lawnmowers;
  - electrically powered wheelchairs and mobility scooters;
  - electrically powered children's ride on toys;
  - electrically assisted bicycles;
  - pedestrian controlled electrically powered golf trolleys;
  - model watercraft;
  - hand-propelled watercraft (such as a surfboard or rowing boat).

## We, us, our, the company U K Insurance Limited.

**You, your** The person or persons named in your schedule and any of the following who normally live with them: their husband, wife, partner (a person living with them as though married), civil partner, children, parents and other relatives normally living with them.

You, your (section 5 only) The person named as the policyholder on your schedule or any person authorised by you to be in the **home** at the time of the **emergency**.

# How to make a complaint

#### How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

We'd like you to speak to us about your problem by calling this number **0800 206 1964** or **01903 636 964**. If you'd prefer to write to us you can send the letter to:

Customer Relations Manager Churchill Court Westmoreland Road Bromley BR1 1DP Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint:

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service.
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks	If we've been unable to resolve your complaint within 8 weeks.	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	<ul> <li>This is a detailed response, which will outline:</li> <li>our investigation;</li> <li>the decision;</li> <li>next steps, if applicable.</li> <li>It will also provide information about the Financial Ombudsman Service.</li> </ul>

#### **Independent Review**

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the Financial Ombudsman Service will not affect your legal rights.

You can contact them by:

#### Email:

complaint.info@financial-ombudsman.org.uk

#### Phone:

UK: 0300 123 9123 or 0800 023 4567 Abroad: +44 20 7964 0500

#### Writing to:

Financial Ombudsman Service Exchange Tower London E14 9SR

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk

#### For complaints about Section 4 – Family Legal Protection

If **your** complaint relates to Section 4 – Family Legal Protection, **you** can refer **your** complaint to arbitration instead. This is where an independent person, known as an arbitrator, makes a decision on how to settle the dispute.

The arbitrator will be a solicitor or barrister or other suitably qualified person that **you** and **we** agree on. If **you** and **we** can't agree, **we** will ask the Chartered Institute of Arbitrators to decide.

The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses of the arbitration.

**Everything else** 

# **Everything else**

## **Our regulators**

This home insurance policy is underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

#### **Financial Conduct Authority**

- Go to www.fca.org.uk (the website includes a register of all regulated firms).
- Call 0800 111 6768.

#### **Prudential Regulation Authority**

- Go to www.bankofengland.co.uk/pra.
- Call 020 7601 4878.

# The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. U K Insurance Limited is a member of this scheme.

# **Getting in touch**

## Can we help?

<b>To make a change or to talk to us about your policy</b> Monday to Friday 8am to 9pm, Saturday 9am to 5pm, Sunday 10am to 5pm	0800 206 1964
Need to claim?	
Buildings, Contents or Personal Possessions Monday to Friday 8am to 8pm, Saturday 9am to 5pm	0800 206 1964
Family Legal Protection Optional with Section 4	0800 206 1968

24 hours, 365 days a year Home Emergency Optional with Section 5

24 hours, 365 days a year

## Helplines for practical advice any time you need it

**Legal advice** Optional with Section 4 24 hours, 365 days a year

Home Emergencies 24 hours, 365 days a year 0800 206 1968

0800 206 1967

or 0194 384 6651

0000 200 1004

0800 206 1966 <sup>or</sup> 0194 384 9019

# If you would like a Braille, large print or audio version of your documents, please let us know.

Correspondence address: Sainsbury's Home Insurance, 37 Broad Street, Bristol BS1 2EQ.

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