



**CASTLE
COVER** 
The 50+ Insurance Specialists



Home Insurance Policy Booklet

www.castlecover.co.uk

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Important telephone numbers

Home Insurance claim notification line Please read the claims conditions on page 10 before calling the notification line.	Please telephone the number shown on your policy schedule
These are optional covers, please check your policy schedule to confirm it is included before calling.	
Home Insurance legal helpline This facility is included in your policy, if Legal Expenses cover is included.	01603 420033
Home Emergency claim notification line	01603 779293
Garden Cover claim notification line	0870 010 1094
Family Plus Expenses claim notification line	01603 779285
Utility Safeguard claim notification line	01603 779288
Boiler Safeguard claim notification line	01603 254940
Accident & Incapacity Cash Plan claim notification line	01603 779250
Key Cover claim notification line	0800 519 1211

In order to maintain a quality service, telephone calls may be monitored or recorded.

Welcome to Castle Cover

Thank you for choosing Castle Cover for your home cover

This policy booklet explains your new home insurance in detail – you should keep it in a safe place as you may need to refer to it if you need to make a claim. Your policy number and the claims telephone numbers can be found on your policy schedule, or on page 3 of this document. Castle Cover is an appointed representative of Lorica Consulting Ltd who are authorised and regulated by the Financial Services Authority. Their Financial Services Authority register number is 307236. If you want to check this you can telephone the Financial Services Authority on 0845 606 1234. Or visit their website which is www.fsa.gov.uk

The information you have supplied forms part of the contract of insurance with us. Your policy is evidence of that contract. You should read it carefully and keep it in a safe place.

Your policy wording

In return for having accepted your premium we will in the event of injury, loss or damage, happening within the period of insurance, provide insurance as described in the following pages and referred to in your schedule.

If, after reading these documents, you have any questions please contact Castle Cover.

This contract is based on the information you gave us when you applied for this insurance.

As your part of the contract, you must pay the premium as shown on your schedule for each insurance period and comply with all the conditions set out in this policy.

Important

This policy is a legal contract between you and us. This policy must be read in conjunction with your schedule to ensure that it meets with your requirements. Should you have any queries please contact Castle Cover.

The law applicable to this policy

You and we are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless you and we have agreed otherwise.

What is covered

Your policy is designed to help you understand the extent of cover provided. Under 'what is covered' in each section there is detailed information on the insurance provided. Each section also has a 'what is not covered', which draws your attention to what is not included in the scope of your policy. You should read both sections to understand the cover provided.

Definitions

These definitions do not apply to Home Emergency Utility Safeguard, Garden Cover or Legal Protection where separate definitions apply.

Where we explain what a word means that word will have the same meaning wherever it is used in the policy or schedule. These words are highlighted by the use of bold print.

Definitions are listed alphabetically.

Bedroom

A bedroom means a room used as or originally built to be a bedroom even if now used for other purposes.

Buildings

The structure of the home including landlord's fixtures and fittings and the following if they form part of the property:

- oil and gas tanks
- septic tanks
- permanent swimming pools
- hard tennis courts, terraces, patios, drives and paths
- car ports, garages and outbuildings
- walls, gates, fences and hedges.

Contents

The definition of contents can be found within the section called contents standard cover within this policy.

Domestic staff

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

Endorsement(s)

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

Excess

The amount you are required to pay as the first part of each and every claim made. As shown in your policy schedule.

Family/They

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

Home

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

Maximum claims limit

The most we will pay for any one claim. Your limit is shown in your policy schedule. Other limits may apply and are detailed in your policy wording and policy schedule.

Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings but not including caravans, mobile homes or motor homes which do not form part of the structure of the main building of the home and are used or occupied for domestic purposes.

Pedal cycles

Any pedal cycle and its accessories owned by your family or your family's responsibility under contract. pedal cycles does not include any motorised pedal cycle.

Period of insurance

The dates shown in the schedule.

Personal possessions

The definition of personal possessions can be found within the section called personal possessions within this policy.

Policy

Your policy booklet and most recent schedule which includes any endorsement(s).

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you** or **your family** for more than 60 consecutive days.

We/Us/Our

The authorised insurer shown on the **policy** schedule.

You/Your

The person or persons named in the schedule as the policyholder.

General conditions

These conditions also apply to **Home** Emergency, Garden Cover, Utility Safeguard or Legal Protection. There are also conditions applying to these sections. **You** and **your family** must comply with the following conditions to have the full protection of **your policy**. If **you** or **your family** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. The value of your Contents

You must notify **us** immediately when the full value of **your contents** exceeds the limit shown in **your policy** schedule. If the full value of **your contents** exceeds this sum the cover under the **policy** may not apply. Once **you** have notified **us** that the full value of **your contents** exceeds this sum, the **policy** may no longer be suitable for **your** needs and **we** reserve the right to cancel the **policy**.

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

2. The value of your Buildings

You must notify **us** immediately if the full value of the **buildings** exceeds £500,000. If the full value of the **buildings** exceeds this sum the cover under the **policy** may not apply. Once **you** have notified **us** that the full value of **your buildings** exceeds this sum, the **policy** may no longer be suitable for **your** needs and **we** reserve the right to cancel the **policy**.

The full value of the **buildings** means the cost of rebuilding if the **buildings** were completely destroyed.

This is not necessarily the market value.

3. Changes in your circumstances

You must notify **us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- change of address.
- structural alteration to **your home**.
- if **you** or **your family** intend to let or sub-let **your home**.
- if **you** or **your family** intend to use **your home** for any reason other than private residential purposes.
- if **your home** will be **unoccupied**.

You must also notify **us** as soon as possible if **you** or **your family** have been declared bankrupt or have received a police caution for, or been charged with, but not yet tried for any offence other than driving offences. **We** will then advise **you** of any change in terms.

If **you** make any changes to **your policy** or cancel it during the period of cover **you** may incur an administration fee of up to £30.

If **you** are in any doubt please contact Castle Cover.

4. Taking care of your property

You and **your family** must take all reasonable precautions to avoid injury, loss or damage and take all practicable steps to safeguard all the property insured from loss or damage. **You** must maintain the property insured in good repair.

5. Precious stones

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

6. Cancelling your cover

Statutory cancellation rights

You may cancel this **policy** within 14 days of either the receipt of **your policy** documents or the inception / renewal date of **your policy** (whichever is later) by telephoning **our** customer services department on 0845 845 55 50 or by writing to **us** at the following address; Castle Cover, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW.

If the cover has not yet commenced **you** will be entitled to a full refund of any premiums paid.

If the cover has already commenced **you** will be charged for the time **you** have been insured. **You** will also be charged a fee of up to £30 to cover the administrative cost of providing the **policy**.

If **you** have made a claim against **your policy** **you** will remain liable for the total premium. If **you** have paid **your** premium in full there will be no refund made. If **you** are paying by instalments, **you** will either have to continue with the instalments until the **policy** renewal date, arrange for a one off payment to be made or **we** may, at **our** discretion, deduct the outstanding instalments due from any claim made.

Cancelling **your** Direct Debit at the bank does not suffice as cancelling **your policy** and **you** will remain liable for any charges incurred relating to time on cover up until the point that **we** identify that **you** have defaulted on a payment and automatically cancel **your policy**.

Please note that if **you** amend or cancel **your policy** during the period of insurance, **we** may not refund any amount less than £5. Similarly, **we** may only request payments from **you** of amounts over £5.

Cancellation outside the statutory period

You may cancel this **policy** at any time either by telephoning **our** customer services department on 0845 845 55 50 or writing to **us** at the above address.

If **you** have paid **your** premium in full, **we** will calculate **your** refund in accordance with the table below. Please note, any partly completed month counts as a whole month.

The number of months you have had the policy	1	2	3	4	5	6	7	8 or more
The amount of premium that will be refunded	70%	60%	50%	40%	30%	20%	10%	None

If **you** are paying by instalments **your** payments will cease, however, if the amount **you** have paid under **your** instalment plan does not represent the amount **you** should have paid, in accordance with the table above, **you** will be liable for the remainder of the premium for the period for which **you** have been covered.

If **you** have made a claim against **your policy** **you** will still remain liable for the total premium. If **you** have paid **your** premium in full there will be no refund made. If **you** are paying by instalments, **you** will either have to continue with the instalments until the **policy** renewal date, arrange for a one off payment to be made or **we** may, at **our** discretion, deduct the outstanding instalments due from any claim made.

Cancelling **your** Direct Debit at the bank does not suffice as cancelling **your policy**. **You** will remain liable for any charges incurred relating to time on cover up until the point that **we** identify that **you** have defaulted on a payment and automatically cancel **your policy**.

If **you** cancel **your policy** during the period of insurance, **you** may incur an administration fee of up to £30.

Our right to cancel your policy

We reserve the right to cancel the **policy**, for any reason other than defaulted payments, by providing 7 days prior written notice to **your** last known address.

If **we** cancel the **policy** **we** will retain an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**, except where a claim has been made during the current period of insurance, when **you** remain liable for the total premium of the **policy** and no refund will be paid.

Non payment of premiums

If **you** pay by instalments and **you** fail to make a payment **we** will assume that **you** no longer require cover and will cancel **your policy** from the date **your** payment was due.

If Castle Cover cancel **your policy** due to non-payment of **your** premium, **you** will remain liable for the difference between the premium **you** owe, in accordance with the above table, and the amount **you** have actually paid. If **you** have made a claim against **your policy** **you** will be liable for the full premium.

If **you** do not pay the balance within 7 days of the cancellation, Castle Cover will instruct a debt recovery agent to recover any outstanding premium **you** owe. In the event that a debt recovery agent is instructed an additional fee of up to £40 will be added to any outstanding amount being requested.

7. Transferring your interest in the policy

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

8. Fraud

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

If **you** or anyone acting for **you** uses dishonesty or exaggeration to obtain cover for which **you** do not qualify or cover at a reduced premium, all benefits under this **policy** will be lost, the **policy** may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

How to complain

If **you** have cause for complaint, it is important **you** know that Castle Cover and **your** insurer are committed to providing **you** with an exceptional level of service and customer care.

Things can go wrong and there may be occasions when **you** feel that **you** have not been provided with the service **you** expected. Should this happen, a process exists to review such matters and, where appropriate, to put things right.

Who to contact

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

- To be sure **you** are talking to the right person.
- That **you** are giving them the right information.

Step one – Initiating your complaint

If **you** have a query or complaint about Castle Cover, **your** insurance or a claim made against **your policy** **you** should in the first instance call the Castle Cover Customer Services Team. The telephone number can be found on **your policy** documentation.

Alternatively **you** can write to:

Customer Care Manager, Castle Cover Ltd, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW

When you contact Castle Cover

- Please provide **your** name and contact details.
- Please quote **your policy** and/or claim number, and the type of **policy** **you** hold.
- Please explain clearly and concisely the reason for **your** complaint.

Step two – Progressing your complaint

Castle Cover will:

- Acknowledge complaints in writing within 5 working days.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to issue a final response to **your** complaint within 8 weeks of receipt - as per Financial Services Authority (FSA) guidelines.
- Learn from mistakes made.
- Use the information from complaints to continuously improve the service provided.

If **your** complaint relates to a claim or to any aspect of the service provided by **your** insurer Castle Cover will pass **your** complaint directly to **your** insurer and ask that they investigate the matter and respond to **you**. All of the insurers Castle Cover work with are authorised and regulated by the Financial Services Authority or the Financial Services Commission in Gibraltar.

If **you** are not satisfied with the response **you** receive and **your** insurer is a Lloyd's syndicate **you** may refer **your** case to Policyholder and Market Assistance at Lloyd's. They can be contacted at:

Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA.

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

If Castle Cover or **your** insurer have given **you** a final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **you** have been provided with a final response, or after the complaint has been ongoing for 8 weeks without resolution. The Ombudsman can be contacted at:

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

Tel: 0845 080 1800 or 0300 123 9 123.

Fax: 020 7964 1001.

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Referral to the FOS will not affect **your** right to take legal action against Castle Cover or **your** insurer.

Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. **home** insurance), is covered for 90% of the claim.

Further information can be obtained from:

Financial Services Compensation Scheme. 7th Floor, Lloyds Chambers, Portoken Street, London, E1 8BN.

Telephone 020 7892 7300
or e-mail, enquiries@fscs.org.uk

Claims conditions

These conditions do not apply to **Home** Emergency Utility Safeguard, Garden Cover or Legal Protection where separate conditions apply.

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

The first thing you must do

If property is lost or theft or malicious damage is suspected **you** must immediately inform the Police and obtain a crime or lost property reference number. **We** recommend that **you** check **your policy** cover. Check that the loss or damage is covered. This **policy** contains details of what is covered and how claims are settled.

You should always immediately

- Contact **us** by phone on the helpline shown in **your** schedule and the important telephone numbers on page 3 of **your policy** wording.

- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

Claims process

By telephoning **us** on the helpline shown in **your** schedule **we** will:

- take details of the loss.
- arrange for an approved tradesperson to provide **us** with an estimate or undertake emergency repairs immediately.
- instruct an approved supplier to contact **you** if appropriate.
- where necessary arrange for someone to call or contact **you** by phone as soon as possible to discuss **your** claim. This person may be one of **our** own claims staff or an independent Chartered Loss Adjuster.

Emergency process

A 365 days a year, 24-hours a day domestic helpline is provided under the **home** emergency section. **Your** schedule will show if **you** have purchased this cover. If **you** have purchased **home** emergency cover **we** will pay up to £300 towards costs covered by this section.

By telephoning the helpline shown on **your** schedule and the important telephone numbers on page 3 in **your policy** a tradesman will be appointed. They will effect **temporary repairs** which may be covered under the **policy**.

We should however be given the opportunity to inspect the damage before permanent repairs are commenced or any item disposed of.

What you must do if you wish to make a claim

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

What you must not do

- Admit or deny any claim made by someone else against **you** or **your family** or make any agreement with them. **We** have the right to negotiate, settle or defend any such claim in **your** name and on **your** behalf and take possession of the property insured and deal with salvage. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.
- Abandon any property to **us**.
- Dispose of damaged items as **we** may need to see them.

Fraud

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

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

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect.
- make a statement in support of a claim knowing the statement to be false in any respect.

- submit a document in support of a claim knowing the document to be forged or false in any respect.
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance.

Then:

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

How we settle claims

Buildings, Contents, Personal possessions and Pedal cycles sections

We will at **our** option repair, reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or damage. If **we** do pay cash the sum payable will reflect any discounts **we** may have received had **we** replaced the property. The sums insured/total limit will not be reduced by any claim. An approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate.

In the event of the total limit being insufficient to cover the full value of the property **we** reserve the right to not pay the claim, cancel the **policy** or reduce the amount of any claim payment.

Matching sets suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitaryware or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces.

Where carpeting is damaged beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Will a deduction be made for wear and tear?

Contents – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the total limit is sufficient to cover the full value of the property (see General conditions).

Buildings – If repair or reinstatement is carried out there will be no deduction provided that the total limit is sufficient to cover the full value of the **buildings** and they have been maintained in good repair (see General conditions).

Other insurance policies

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

General exclusions

These exclusions apply throughout **your policy**.

We will not pay for:

Riot/Civil commotion

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

Sonic bangs

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

Reduction in market value

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

Confiscation

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

The exclusions above do not apply to the following covers:

- liability to **domestic staff**.
- tenant's liability.
- liability to the public.
- property owner's liability.

Radioactive contamination

1. Loss or damage to any property or any loss or expense resulting or arising there from or any indirect loss from:

or,

2. Any legal liability directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

War risks

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

Terrorism

This **policy** does not cover the following.

Loss, damage, cost, expense or liability of whatever nature directly or indirectly caused by, resulting from or in connection with, any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

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

Pollution/Contamination

Loss, damage, liability or bodily injury arising directly or indirectly

from pollution or contamination unless caused by:

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

Existing and Deliberate Damage

Any loss, damage, liability, cost or expense of any kind, occurring or arising from an event occurring before the **period of insurance** starts or caused deliberately by **you** or **your family**.

Date change

1. Loss or damage to any computer or other equipment, data processing service, product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system directly or indirectly caused by:

- failure to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all.

- computer viruses.

2. Legal liability directly or indirectly arising from:

- any computer or other equipment, data processing service, product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system failing to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all.

- computer viruses.

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

Contents standard cover

Your **policy** schedule will show if **you** have selected this cover.

What are Contents?	What Contents are not covered?
<p>All of the following things are included provided that they belong to you or your family or you or they are legally responsible for them and with the exclusion of business equipment that they are mainly used for private purposes.</p> <p>Household goods This includes tenants' fixtures, fittings and interior decorations.</p> <p>Personal effects This means clothes and articles of a strictly personal nature likely to be worn used or carried. For example, mp3 players, mobile phones and also sports equipment. It does not include valuables or money.</p> <p>Valuables This means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p>Money This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p> <p>Business equipment This means all computers and ancillary equipment (excluding data) and other equipment used for business trade profession or employment purposes but excludes money and stock.</p>	<p>a) Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) – but lawnmowers, garden implements, wheelchairs, models and toys are covered.</p> <p>b) Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above.</p> <p>c) Any living creature.</p> <p>d) Contents more specifically insured by any other insurance.</p> <p>e) Documents other than as shown in cover 20.</p> <p>f) Lottery tickets and raffle tickets.</p> <p>g) Any part of the structure of the buildings other than fixtures and fittings for which you are responsible as occupier.</p>

What is the most we will pay?

We will not pay more in total than the total limit for **contents** shown in **your policy** schedule for any one claim under causes 1–11. For covers 12, 13, 18, 24, 31-33 we will pay up to the total limit for **contents** and for covers 14-17, 19-23, 25-30 up to the limits shown.

The following limits apply:

for any one **valuable** – £2,000

Number of Bedrooms Limit for any one claim for valuables	Total limit for contents £50,000	Total limit for contents £75,000	Total limit for contents £100,000
1, 2 or 3 bedrooms	Limit for any one claim for valuables is £10,000	Limit for any one claim for valuables is £15,000	Limit for any one claim for valuables is £20,000
4, 5 or 6 bedrooms	Limit for any one claim for valuables is £15,000	Limit for any one claim for valuables is £20,000	Limit for any one claim for valuables is £30,000

The limit applicable to **your policy** is shown on **your policy** schedule.

for **money** – £500

for **business equipment** – £5,000

These are the standard limits if **you** have increased any of them the revised limits which apply to **your policy** will be shown in **your** schedule.

What is covered	What is not covered
Loss or damage to your or your family's contents while they are in the home by following causes:	The amount of the excess shown in the schedule except for covers 25, 26 and 27.
1. Fire, smoke, explosion, lightning or earthquake.	1. Smoke damage arising gradually or out of repeated exposure.
2. Storm or flood. Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm.	2. Loss or damage by frost. Loss or damage to property in the open. Loss or damage caused by rising ground water levels.
3. Theft or attempted theft. Minimum security precautions endorsement may apply. Please see your schedule.	3. a) Loss or damage while the home is unoccupied or unfurnished . b) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason. c) Loss or damage from the home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry to or exit from the home .
4. Escape of water from: i. a fixed: a) water installation. b) drainage installation. c) heating installation. ii. a washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.	4. Loss or damage while the home is unoccupied or unfurnished . Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.
5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.	5. Loss or damage while the home is unoccupied or unfurnished . Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.

What is covered	What is not covered
6. Malicious persons or vandals. Minimum security precautions endorsement may apply. Please see your schedule.	6. Loss or damage while the home is unoccupied or unfurnished .
7. Riot, civil commotion, strikes, labour and political disturbances.	
8. Subsidence or ground heave of the site on which the buildings stand or landslip.	8. Loss or damage: a) caused by normal settlement, shrinkage or expansion. b) resulting from coastal or river bank erosion. c) arising from construction, structural alteration, repair or demolition. d) arising from the use of defective materials, defective design or faulty workmanship. e) to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools unless the home has been damaged at the same time by the same cause. f) to or resulting from movement of solid floor slabs and non load bearing walls unless the foundations beneath the load bearing walls of the home are damaged at the same time by the same cause.
9. Collision by: i. aircraft. ii. aerial devices. iii. road or rail vehicles. iv. animals. – or anything dropped from them.	9. Loss or damage caused by: a) domestic pets. b) insects.
10. Falling trees or branches.	10. a) The cost of removal of the fallen tree or branch. b) Loss or damage caused during tree felling, lopping or topping.

What is covered	What is not covered
<p>11. Breakage or collapse of:</p> <ul style="list-style-type: none"> i. satellite dishes. ii. TV or radio aerials, aerial fittings or masts. iii. lampposts. iv. telegraph poles. v. electricity pylons, poles or overhead cables. 	<p>11. Loss or damage to the items themselves.</p> <p>Cover for items in or on the home may be covered – see cover 12.</p>
<p>12. Entertainment equipment.</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> i. television sets. ii. radios. iii. MP3 players, compact disc players, record players and tape recorders. iv. video recorders. v. DVD players. vi. computers (including portable computers). vii. cable/satellite/digital television receivers. viii. television aerials and satellite dishes. 	<p>12. Entertainment equipment not covered:</p> <ul style="list-style-type: none"> a) mechanical or electrical breakdown or failure. b) damage to records, discs, cassettes and tapes. c) accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> i. erasure or distortion of data. ii. accidental erasure or mislaying or misfiling of documents or records. iii. viruses. d) damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e) loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it. f) damage to equipment not in or on the home. g) loss or damage by chewing, scratching, tearing, vomiting or fouling by domestic pets. h) damage caused by wear and tear. i) damage caused by rot, fungus, insects or vermin. j) damage caused by the action of light or any atmospheric or climatic condition. k) damage caused by any gradually operating cause. l) mobile phones. m) Loss or damage while the home is unoccupied or unfurnished. n) Loss or damage to you or your family's contents while they are not in the home. o) Damage by any cause listed under causes 1-11 which is specifically excluded by that cover.

What is covered	What is not covered
<p>13. Mirrors and glass.</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> i. mirrors. ii. fixed glass in, and glass tops of, furniture. iii. ceramic hobs and ceramic tops of cookers. iv. glass oven doors. 	<p>13. a) Loss or damage while the home is unoccupied or unfurnished.</p> <p>b) Loss or damage to your or your family's contents while they are not in the home.</p>
<p>14. Replacement of locks.</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> i. external doors and windows of the home, following the theft of their keys. ii. a safe within or an alarm protecting the home, following the theft of their keys. <p>We will not pay more than £250 for any one claim.</p>	<p>14. The cost of replacing keys and locks to a garage or outbuilding.</p> <p>We will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p>
<p>15. Credit card liability.</p> <p>Your or your family's liability under the terms of any credit card, cheque card or cash dispenser or card agreement as a direct result of its theft from the home and following its unauthorised use by any person not related to or residing with you.</p> <p>We will not pay any more than £500 for any one claim.</p> <p>Do not forget to immediately inform the Police and issuing authorities in the event of a loss.</p>	<p>15. Any loss unless:</p> <ul style="list-style-type: none"> a) you or your family have complied with the terms and conditions of the issuing authority. b) any loss or claim due to accounting errors or omissions.
<p>16. Accidental loss of oil or metered water.</p> <p>We will pay for accidental loss of domestic heating oil and metered water.</p> <p>We will not pay more than £1,000 for any one claim.</p>	<p>16. Loss or damage while the home is unoccupied or unfurnished.</p> <p>Loss or damage by any cause listed under causes 1-11 which is specifically excluded by that cover.</p>

What is covered	What is not covered
<p>17. Contents in the open.</p> <p>Loss or damage by causes 1 and 3-11 to contents while in the open within the boundaries of the land belonging to the home.</p> <p>We will not pay more than £500 for any one claim.</p> <p>Items such as garden furniture, external statues or garden pots are included within this section.</p> <p>Note: Loss or damage to plants is provided under Garden Cover (if chosen).</p>	<p>17. Loss or damage to:</p> <ul style="list-style-type: none"> a) valuables or money. b) plants and trees. c) business equipment. <p>Loss or damage which is specifically excluded by covers 1 and 3-11.</p>
<p>18. Temporary removal.</p> <p>Loss or damage by causes 1–11 to contents temporarily removed from the home to:</p> <ul style="list-style-type: none"> i. any bank or safe deposit. ii. any occupied private dwelling. iii. any building where you or your family are working or temporarily residing while anywhere in the world. <p>Under ii. and iii. the maximum amount payable for theft or attempted theft from a room in a school boarding house, college, university halls of residence or any other student accommodation is £750 for any one claim.</p> <p>We provide insurance protection for contents in the home during normal periods of unoccupancy, for example when you are on holiday. However if you are going away for 60 consecutive days or more, or if the home is to be vacated, please tell us as this will affect the terms of your policy.</p>	<p>18. Loss or damage:</p> <ul style="list-style-type: none"> a) by theft unless it involves forcible and violent entry to or exit from a building. b) from a caravan, mobile home or motor home. c) outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons. d) to business equipment. e) to contents in the open. f) if the premises where your contents are temporarily kept are left for more than 60 days in a row without a person residing, living or working there. g) by any cause listed under causes 1-11 which is specifically excluded by that cover.

What is covered	What is not covered
<p>19. Alternative accommodation.</p> <p>While the home cannot be lived in because of loss or damage covered by this policy, we will pay for:</p> <ul style="list-style-type: none"> i. rent payable for which you are legally liable. ii. the reasonable increased cost of alternative accommodation for you and your family and your domestic pets. <p>We will not pay more than 20% of the total limit for contents for any one claim.</p>	<p>19. Loss or damage specifically excluded under the contents standard cover.</p>
<p>20. Documents.</p> <p>Loss or damage by causes 1–11 to documents (other than money) whilst:</p> <ul style="list-style-type: none"> i. within the main building of the home. ii. deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world. <p>We will not pay more than £500 for any one claim by any other insurance.</p>	<p>20.</p> <ul style="list-style-type: none"> a) Property more specifically insured. b) Property mainly used for business, trade profession or employment purposes.
<p>21. Automatic sum insured increase in total limit for religious festivals and weddings.</p> <p>The contents total limit is automatically increased for gifts and provisions:</p> <ul style="list-style-type: none"> i. during the period 30 days before and 30 days after a recognised religious festival. ii. during the period 30 days before and 30 days after your or your family's wedding. <p>We will not pay more than 10% of the total limit for contents for any one claim.</p>	

What is covered	What is not covered
<p>22. Visitors' personal effects.</p> <p>Loss or damage by causes 1–11 to visitors' personal effects whilst contained within the home.</p> <p>We will not pay more than £500 for each visitor for any one claim.</p>	<p>22. Loss or damage specifically excluded under contents standard cover.</p>
<p>23. Domestic staff's personal effects.</p> <p>Loss or damage by causes 1–11 to domestic staff's personal effects contained within the home.</p> <p>We will not pay more than £500 for each member of domestic staff for any one claim.</p>	<p>23. Loss or damage specifically excluded under contents standard cover.</p>
<p>24. Frozen food.</p> <p>Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:</p> <ol style="list-style-type: none"> i. a change in temperature. ii. contamination by refrigerant or refrigerant fumes. <p>The refrigerator or deep freeze cabinet must be:</p> <ol style="list-style-type: none"> 1. in the home. 2. owned by or the responsibility of you or your family. 	<p>24. Loss or damage resulting from:</p> <ol style="list-style-type: none"> a) the deliberate act of you or your family or any electricity supplier. b) strike, lock-out or industrial dispute. c) property more specifically insured by any other insurance. d) property mainly used for business, trade profession or employment purposes.
<p>25. Jury service.</p> <p>We will pay a benefit to you or your spouse or domestic partner at the rate of £25 per day for each day or part of a day that you or your spouse or domestic partner is called to serve as a juror in a court of law up to a maximum amount of £500.</p>	

What is covered	What is not covered
<p>26. Fatal accident.</p> <p>If you or your domestic partner living with you suffers accidental injury which proves fatal within 12 months of occurrence within the United Kingdom, the Channel Islands or the Isle of Man as a result of:</p> <ol style="list-style-type: none"> i. accident or assault. ii. fire in the home. iii. an accident whilst travelling as a passenger on a public service vehicle. iv. assault in the street during the period of insurance which proves fatal within 12 months of its occurrence. We will pay £5,000 to the deceased's legal personal representative(s). 	<p>26. We will not pay where the person is over the age of 75 years.</p>
<p>27. Liability to domestic staff. Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness (including death) of any domestic staff within the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>We will not pay more than £5,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event, one source or original cause.</p>	<p>27. Your or your family's legal liability to pay compensation or costs for bodily injury (including death) sustained by any domestic staff when the domestic staff are:</p> <ol style="list-style-type: none"> i. carried in or upon a vehicle. ii. entering, getting onto or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by you or your family of a vehicle. For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation. iii. loss of or damage to material property belonging to you or your family or under your charge or control. iv. a contractual obligation. v. any caravan whilst being towed. vi. the use of firearms other than sporting guns used for sporting purposes. vii. the use of horses for racing, steeple chasing or hunting. viii. loss or corruption of data directly or indirectly caused by the failure of malfunction of electronic equipment belonging to you or your family or under your charge or control.

What is covered	What is not covered
<p>28. Tenants liability. (applicable if the home is rented)</p> <p>Any amount that you or your family become legally liable to pay as tenant of the home in respect of:</p> <ul style="list-style-type: none"> i. damage to the buildings by any cause specified under buildings standard cover of this policy. ii. accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home. iii. accidental breakage of: <ul style="list-style-type: none"> 1) fixed glass in: <ul style="list-style-type: none"> a) windows. b) doors. c) fanlights. d) skylights. e) greenhouses. f) conservatories. g) verandahs. 2) fixed ceramic hobs or hob covers. 3) fixed sanitaryware and bathroom fittings. <p>We will not pay more than 20% of the total limit for contents for any claim or series of claims arising from any one event, one source or original cause.</p>	<p>28. Loss or damage to gates, hedges and fences.</p>
<p>29. Liability to the public.</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the period of insurance in respect of accidental:</p> <ul style="list-style-type: none"> i. death, bodily injury or illness of any person not an employee of either you or your family. 	<p>29. Legal liability to pay compensation or costs arising from:</p> <ul style="list-style-type: none"> a) any business, trade profession or employment. b) the transmission of any communicable disease or virus by you or your family. c) the ownership, possession or use of any mechanically propelled vehicle (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) but we

What is covered	What is not covered
<ul style="list-style-type: none"> ii. damage to property not belonging to or in the custody or control of you or your family or domestic staff and arising from: <ul style="list-style-type: none"> 1) the occupation of the home (but not its ownership). 2) the private pursuits of you or your family. 3) the employment by you or your family of domestic staff. <p>We will not pay more than £2,000,000 (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event, one source or original cause.</p>	<p>will cover liability arising from the ownership, possession or use of lawn mowers or garden implements within the boundaries of the land belonging to the home, wheelchairs and models.</p> <ul style="list-style-type: none"> d) the ownership, possession or use of watercraft (which includes sailboards and windsurfers) aircraft, caravans and trailers but we will cover liability arising from the ownership, possession or use of model toys and hand or foot propelled watercraft under 5 metres in length and surfboards. e) the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation, including subsequent legislation of similar intent, if applicable). f) any action for damages brought in a court outside the United Kingdom, the Channel Islands or Isle of Man. g) loss of or damage to material property belonging to you or your family or under your charge or control. h) ownership, possession or use of any living creature other than domestic animals. i) the ownership or occupation of land or buildings other than the home. j) a contractual obligation. k) the use of firearms other than sporting guns used for sporting purposes. l) the use of horses for polo playing, racing, steeplechasing or hunting. m) loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to you or your family or under your charge or control.

What is covered	What is not covered
<p>30. Unrecovered damages.</p> <p>We will pay the amount of any award of damages made in your or your family's favour which:</p> <ul style="list-style-type: none"> i. is in respect of death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to indemnity under Liability to the Public had you or your family been responsible for the injury or damage. ii. is made by a court within the United Kingdom, the Isle of Man or the Channel Islands. iii. is still outstanding six months after the date on which it is made. iv. is not the subject of an appeal. <p>We will not pay more than £2,000,000 in respect of any one award.</p>	
<p>31. Emergency entry.</p> <p>Loss or damage to the contents caused when the Fire, Police or Ambulance service has to force an entry to the buildings because of an emergency involving you or your family.</p>	

Contents additional cover

Your policy schedule will show if **you** have selected this cover.

What is covered	What is not covered
<p>32. Accidental loss or damage to contents whilst in the home.</p>	<p>32. Any loss or damage specifically excluded under contents.</p> <p>Standard cover accidental loss or damage:</p> <ul style="list-style-type: none"> a) by mechanical or electrical breakdown or failure. b) arising from the cost of remaking any film, disc or tape or the value of any information contained on it. c) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. d) by chewing, scratching, tearing, vomiting or fouling by domestic pets. e) by wear and tear. f) by rot fungus, insects or vermin. g) by the action of light or any ongoing atmospheric or climatic condition. h) by any gradually operating cause. i) to food, drink or plants. j) specifically provided for under contents standard cover. k) to computers or computer equipment: <ul style="list-style-type: none"> i. by erasure or distortion of data. ii. by accidental erasure or mislaying or misfiling of documents or records. iii. by viruses. iv. by contamination. l) arising from depreciation in value or by indirect losses which result from the incident that caused you to claim.

What is covered	What is not covered
	m) while the home is unoccupied or unfurnished . n) from the home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry into or exit from the home . o) by any cover listed elsewhere in the contents section and which is specifically excluded by that cover.
33. House removal. Accidental loss or damage to contents whilst in the course of removal by professional removal contractors from the home to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.	33. Accidental loss or damage: a) to money. b) to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors. c) to jewellery. d) during sea transit. e) whilst the contents are in storage. f) by mechanical or electrical breakdown or failure.

Personal possessions

Your policy schedule will show if **you** have selected this cover.

What are personal possessions?

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

Personal effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried, for example mp3 players, mobile phones and sports equipment. It does not include **valuables**, **money** or **pedal cycles**.

Valuables

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

Money

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

Personal possessions in a bank

A reduced premium rate applies for items permanently kept in a bank or safety deposit facility. **We** must be notified prior to their removal otherwise no cover will be operative when the item(s) are removed.

What is the most we will pay?

We will not pay more than the total limit shown in total for **personal possessions** in **your policy** for any one claim.

NB: The total limit for **personal possessions** is included within the total limit for **contents** cover and is not in addition to it.

The following limits apply:

For money – £500

For theft from an unattended motor vehicle – £1000

For any one unspecified item - £2000 unless the item is specified. When specified, an item is insured up to the amount shown on **your policy** schedule.

What is covered	What is not covered
<p>1. Loss or damage to valuables, money and personal effects belonging to you or your family whilst:</p> <p>i) anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean.</p> <p>ii) anywhere else in the world for up to 90 days during any period of insurance.</p>	<p>1. The amount of the excess shown in the schedule</p> <p>Loss or damage:</p> <p>a) arising from the cost of remaking any film, disc or tape or the value of any information contained on it.</p> <p>b) caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering.</p> <p>c) caused by chewing, scratching, tearing, vomiting or fouling by domestic pets.</p> <p>d) caused by rot fungus insects or vermin.</p> <p>e) caused by any gradually operating cause or wear and tear.</p> <p>f) to items not in the care, custody or control of you or your family or an authorised person.</p> <p>g) caused by theft or attempted theft from an unlocked hotel room.</p> <p>h) by depreciation in value or by indirect losses which result from the incident that caused you to claim.</p> <p>i) by mechanical or electrical breakdown or failure.</p> <p>j) to watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) but lawnmowers, garden implements and wheelchairs, models and toys are covered.</p> <p>k) to parts, accessories, tools and fitted radios, cassette players and compact disc players for the things excluded in (j) above.</p> <p>l) to any property mainly used for business trade profession or employment purpose.</p> <p>m) to plants or any living creature.</p> <p>n) to documents.</p>

What is covered	What is not covered
	<p>o) where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.</p> <p>p) specifically provided for elsewhere in this policy.</p> <p>q) to computers or computer equipment:</p> <p>i. by erasure or distortion of data.</p> <p>ii. by accidental erasure or mislaying or misfiling of documents or records.</p> <p>iii. by viruses.</p> <p>iv. by contamination.</p> <p>r) while the home is left unoccupied or unfurnished.</p> <p>s) to property more specifically insured by any other insurance.</p> <p>t) to lottery tickets and raffle tickets.</p> <p>u) theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> - someone aged 16 or over was in the motor vehicle or - the motor vehicle was securely locked and - force and violence were used to get into the motor vehicle and - the items stolen were out of sight in a locked luggage boot, luggage or glove compartment. <p>v) loss or damage from your home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry into or exit from the home.</p>

What is covered	What is not covered
<p>2. Credit card liability.</p> <p>You or your family's liability under the terms of any credit card, cheque card, or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with you.</p> <p>We will not pay any more than £500 for any one claim.</p> <p>Do not forget to immediately inform the Police and issuing authorities in the event of a loss.</p>	<p>2. Any loss or claim:</p> <p>a) unless you and your family have complied with the terms and conditions of the issuing authority.</p> <p>b) due to accounting errors or omissions.</p>

Pedal cycles

Your policy schedule will show if **you** have selected this cover.

What is covered	What is not covered
<p>1. Loss or damage to pedal cycles belonging to you or your family whilst:</p> <p>i) anywhere in the United Kingdom (unless your schedule shows cover for pedal cycles is restricted to the home only), Europe, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean.</p> <p>ii) anywhere else in the world for up to 90 days during any period of insurance.</p>	<p>1. The amount of the excess shown in the schedule</p> <p>Loss or damage:</p> <p>a) to motorised pedal cycles.</p> <p>b) arising from pedal cycles used for racing, pacemaking or testing of any kind or while practicing for any of them.</p> <p>c) by theft of any unattended pedal cycles unless in a locked building or secured by a suitable locking device to a permanent structure or motor vehicle.</p> <p>d) to accessories or parts of pedal cycles unless the pedal cycle is stolen or damaged at the same time.</p> <p>e) caused by a gradually operating cause, wear and tear or loss of value.</p>

What is covered	What is not covered
	<p>f) caused by rot, fungus or insects.</p> <p>g) caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering.</p> <p>h) by mechanical breakdown.</p> <p>i) by depreciation in value or by indirect losses which result from the incident that caused you to claim.</p>

Buildings standard cover

Your policy schedule will show if **you** have selected this cover.

What is the most **we** will pay?

We will not pay in total more than the total limit shown for **buildings** in **your policy** schedule for any one claim under causes 1–11. For covers 13, 14, 17, 18 and 20, we will pay up to the **buildings** total limit and for covers 12, 15, 16 and 19, **we** will pay up to the limits shown.

What is covered	What is not covered
Loss or damage to the buildings by the following causes:	The amount of the excess shown in the schedule except for cover 19.
<p>1. Storm or flood.</p> <p>Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm.</p>	<p>1. Loss or damage:</p> <p>a) by subsidence, ground heave or landslip.</p> <p>b) to gates, hedges, fences, drives or paths.</p> <p>c) to radio, television, aerials or satellite dishes.</p> <p>d) by frost.</p> <p>e) caused by rising ground water levels.</p>

What is covered	What is not covered
<p>2. Escape of water from or frost damage to:</p> <p>i. a fixed:</p> <p>a) water installation.</p> <p>b) drainage installation.</p> <p>c) heating installation.</p> <p>ii. a washing machine, dishwasher, water bed, refrigerator or deep freezer cabinet.</p> <p>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but we will not pay more than £1,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.</p>	<p>2. Loss or damage</p> <p>a) while the home is unoccupied or unfurnished.</p> <p>b) by subsidence, ground heave or landslip</p> <p>c) by dry rot.</p>
<p>3. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p> <p>We will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search but we will not pay more than £1,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.</p>	<p>3. Loss or damage while the home is unoccupied or unfurnished.</p>

What is covered	What is not covered
<p>4. Subsidence or ground heave of the site on which the buildings stand or landslip.</p> <p>Damage to your home caused by the ground moving is covered whether this movement is downwards due to subsidence, upwards due to heave or sideways due to landslip. Subsidence is the downward movement of a building foundation caused by loss of support of the site beneath the foundations. This is usually associated with volumetric changes in the subsoil and is covered by the policy. Settlement is movement due to the distribution or re-distribution loading and stresses within the various elements of construction. This usually occurs in the early stages of the life of the building, it is not normally a continuing problem and is not covered by the policy.</p>	<p>4. Loss or damage:</p> <p>a) caused by normal settlement, shrinkage or expansion.</p> <p>b) resulting from coastal or river bank erosion.</p> <p>c) arising from construction, structural alteration, repair or demolition.</p> <p>d) arising from the use of defective materials, defective design or faulty workmanship.</p> <p>e) to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the home has been damaged at the same time by the same cause.</p> <p>f) to or resulting from movement of solid floor slabs and non load-bearing walls unless the foundations beneath the load-bearing walls of the home are damaged at the same time by the same cause.</p> <p>g) the amount of the excess shown in the schedule for subsidence, heave and landslip.</p>
<p>5. Theft or attempted theft.</p>	<p>5. Loss or damage while the home is unoccupied or unfurnished.</p> <p>Loss or damage when your home is occupied by anyone other than you or your family unless force and violence has been used to get into your home.</p>
<p>6. Collision by:</p> <p>i. aircraft.</p> <p>ii. aerial devices.</p> <p>iii. road or rail vehicles.</p> <p>iv. animals.</p> <p>(or anything dropped from them).</p>	<p>6. Loss or damage caused by:</p> <p>a) domestic pets.</p> <p>b) insects.</p>

What is covered	What is not covered
7. Falling trees or branches.	7. a) The cost of removal if the fallen tree or branch has not caused damage to the buildings . b) loss or damage caused during tree felling, lopping or topping.
8. Breakage or collapse of: i. satellite dishes. ii. television or radio aerials, aerial fittings or masts. iii. lampposts. iv. telegraph poles. v. electricity pylons, poles or overhead cables.	8. Loss or damage to the items themselves. Certain items may be covered under the contents standard cover section.
9. Fire, smoke, explosion, lightning, earthquake.	9. Smoke damage arising gradually out of repeated exposure.
10. Malicious persons or vandals.	10. Loss or damage while the home is unoccupied or unfurnished .
11. Riot, civil commotion, strikes, labour and political disturbances.	

What is covered	What is not covered
12. Debris removal and buildings fees. Necessary expenses for rebuilding or repairing the buildings as a result of damage covered by buildings standard cover for: i. architects, surveyors, consulting engineers and legal fees. ii. the cost of clearing debris from the site or demolishing or shoring up the buildings . iii. the cost to comply with government or local authority requirements. We will not pay more than 10% of the total limit for buildings for any one claim.	
13. Service pipes and cables. Accidental damage to: i. cables. ii. drain inspection covers. iii. underground drains, pipes or tanks providing services to or from the home and for which you are responsible. We will also pay up to £1,000 for any one claim for necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search.	13. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover. Cover for accidental loss of metered water may apply under contents standard cover cause 16. Damage by any cover listed elsewhere in the buildings section which is specifically excluded under that cover. Damage caused by a coast or riverbank being worn away. Damage caused by or from demolition, alteration or repair to your home . Damage caused by or from poor or faulty design, workmanship or materials.

What is covered	What is not covered
<p>14. Glass and sanitaryware.</p> <p>Accidental breakage of:</p> <p>i. fixed glass in:</p> <p>a) windows.</p> <p>b) doors.</p> <p>c) fanlights.</p> <p>d) skylights.</p> <p>e) greenhouses.</p> <p>f) conservatories.</p> <p>g) verandahs.</p> <p>ii. fixed ceramic hobs or hob covers.</p> <p>iii. fixed sanitaryware and bathroom fittings.</p>	<p>14. a) Loss or damage while the home is unoccupied or unfurnished.</p> <p>b) Damage to property that does not form part of the home.</p>
<p>15. Replacement of locks.</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <p>i. external doors and windows of the home, following the theft of their keys.</p> <p>ii. a safe within or an alarm protecting the home following the theft of their keys.</p> <p>We will not pay more than £250 for any one claim.</p>	<p>15. The cost of replacing keys and locks to a garage or outbuilding.</p> <p>We will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p>

What is covered	What is not covered
<p>16. Alternative accommodation.</p> <p>While the home cannot be lived in because of loss or damage covered under buildings standard cover.</p> <p>We will pay for:</p> <p>i. the reasonable increased cost of alternative accommodation for you and your family and your domestic pets or</p> <p>ii. the amount of rent you and your family lose.</p> <p>We will not pay more than 20% of the total limit for buildings for any one claim.</p>	
<p>17. Emergency entry.</p> <p>Loss or damage to the buildings caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency involving you or your family.</p>	
<p>18. Contracting purchaser.</p> <p>If you have contracted to sell the home the purchaser shall have the full protection of your policy in respect of the buildings up to the date of completion of the purchase, as long as the home is not covered by any other insurance.</p>	
<p>19. Property owner's liability.</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) arising from your ownership (but not occupation) of the premises which causes accidental bodily injury including death, disease and injury to any person or damage to property.</p> <p>We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p>	<p>19. Your legal liability to pay compensation arising directly or indirectly from:</p> <p>a) an agreement which imposes a liability on you which you would not be under in the absence of such agreement.</p> <p>b) the use or occupation of the home for any business trade, profession or employment.</p> <p>c) death or bodily injury, illness or disease to any person who is a member of your family residing with you or any person under a contract of service.</p>

What is covered	What is not covered
	<p>d) damage to property belonging to or under the control of you or a member of your family permanently residing with you.</p> <p>e) death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment.</p> <p>f) defective work carried out by you or your family or on your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you or your family before the occurrence of bodily injury or damage in connection with such private residence.</p> <p>g) if you are entitled to indemnity under another insurance policy.</p> <p>h) arising more than seven years after this policy has expired or been cancelled.</p> <p>i) for the cost of rectifying any fault or alleged fault.</p>

Buildings additional cover

Your policy schedule will show if you have selected this cover.

What is covered	What is not covered
<p>20. Accidental damage to the buildings.</p>	<p>20. Accidental damage:</p> <p>a) specifically excluded under buildings standard cover.</p> <p>b) by frost.</p> <p>c) by wear and tear or gradually developing deterioration, settlement or shrinkage of the buildings.</p> <p>d) by fungus, insects or vermin, wet or dry rot.</p> <p>e) by chewing, scratching, tearing, vomiting or fouling by domestic pets.</p> <p>f) by mechanical or electrical breakdown or failure.</p>

What is covered	What is not covered
	<p>g) specifically covered elsewhere in this policy.</p> <p>h) arising from the alteration or extension of the buildings or the cost of maintenance or routine decoration.</p> <p>i) arising from faulty workmanship, defective design or use of defective materials.</p> <p>j) whilst the home is unoccupied or unfurnished.</p> <p>k) when your home is occupied by anyone other than you or your family.</p> <p>l) caused by a coast or riverbank being worn away.</p>

FamilyPlus Legal Expenses Policy

Your **policy** schedule will show if **you** have selected this cover.

This insurance **policy** has been arranged by Qdos Broker & Underwriting Services Limited and is administered by Motorplus Limited (trading as Familyplus) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited. UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of this **policy**.

Important Information

This is a contract of insurance between **you** and Fortis Insurance Limited. The insurance provided covers Legal Costs and expenses,

subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the Territorial Limits and during the Cover Period for which **you** have paid or agreed to pay the premium.

Telephone Advice Helplines

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the EU, Isle of Man, Channel Islands or EEA.

Tax Information Helpline

Confidential advice about personal tax matters in the UK.

Domestic Emergency Helpline

If **you** have a **home** emergency such as a blocked drain or burst pipes, **we** can arrange for a contractor to help **you** out. **You** will be responsible for the contractor's fees including any call-out charges.

Medical and Health Information Helpline

If **you** need non-diagnostic information about a medical matter or general information about health and fitness, **we** can assist. **We** can

provide information about waiting lists, drugs and organisations that can help **you**.

Pet Assistance Helpline

We can help **you** to find a vet to assist **you** with an ill or injured pet.

To help **us** monitor **our** service standards, telephone calls may be recorded. Calls to the Medical and Health Line will not be recorded.

When phoning, please tell **us** that **you** are a member of the FamilyPlus scheme. Please do not phone the Helpline to report a general insurance claim.

We will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

To contact the helplines, phone 01603 420033, quoting the reference FamilyPlus

Cancellation Right

You may cancel this section at any time subject to the cancellation conditions. Please refer to ‘Cancelling **your policy**’ on page 7.

Making a Claim

In the event of a claim please do not appoint **your** own solicitor as this will invalidate the cover provided by this **policy**.

Note that all Claims must be reported to **us** within 180 days of the Date Of Event.

If **you** need to notify a potential claim, please immediately write to **our** Claims Department at the following address:

FamilyPlus Claims, Kircam House, 5 Whiffler Road Norwich NR3 2AL

Claims may be emailed to fpclaims@ulr.co.uk or notified by telephone on 01603 779 285 quoting the reference ‘FamilyPlus’.

The claims line is open 24 hours a day throughout the year.

Please provide **your policy** number and a description of the Claim circumstances. A Claim form will then be provided which **you** should complete and return without delay.

Complaints Procedure

See ‘How to complain’ on page 8.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. As from 1st January 2010, this will change to 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. **You** can get more information about compensation scheme arrangements from the FSCS.

Definitions

Words shown in **bold** have the same meaning wherever they appear in this **policy**.

Appointed Solicitor

The solicitor, solicitors’ firm, barrister or other suitably qualified person appointed by **us** to act for **you**.

Civil Proceedings

Claims pursued by **you** in a civil court or tribunal or through arbitration or mediation within the Territorial Limits.

Cover Period

The time beginning with the date of inception of this legal expenses **policy** and ending on the next expiry date of the household buildings or contents **policy** to which this legal expenses **policy** is annexed or 12 calendar months, whichever is the less.

Date Of Event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

Enterprise

Any person engaged in an economic activity, irrespective of legal form

and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Insured

The person who has take out this **policy**, providing that they reside in the United Kingdom.

Legal Costs

Professional legal fees which **you** are bound to pay, including reasonable fees or expenses incurred by the Appointed Solicitor whilst acting for **you** in the pursuit of Civil Proceedings.

Micro-Enterprise

An Enterprise which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

Territorial Limits

For Insured Incidents 1 and 3:

The European Union, Albania, Andorra, Bosnia Herzegovina, Channel Islands, Croatia, FYR Macedonia, Gibraltar, Iceland, Isle of Man, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and those parts of Turkey on the European mainland.

For Insured Incidents 2 and 4:

The UK, Isle of Man and Channel Islands.

We/Our/Us

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers’ agent and in the matters of a claim act on behalf of the insurer and/or their agent Motorplus Ltd trading as FamilyPlus and/or ULR.

You/Your

The Insured, together with any of the following who reside permanently with the Insured and have the Insured’s permission to make a claim:

- a) the Insured’s spouse or partner;
- b) the Insured’s parents or parents-in-law;
- c) the Insured’s children.

This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this **policy**, **we** will pay Legal Costs to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue or defend Civil Proceedings directly arising from one or more of the following events or causes, occurring within the Territorial Limits where the Date Of Event is within the Cover Period and provided that the premium has been paid, if **we** deem that there are reasonable prospects of success:

1. Personal Claims
 - a) **your** death;
 - b) a personal injury to **you**.
2. Real property
 - a) an infringement of **your** legal rights arising from owning or occupying **your** permanent place of residence;
 - b) problems arising out of buying or selling **your** permanent place of residence;
 - c) nuisance at or trespass to land in relation to **your** permanent place of residence.
3. Services and personal property
 - a) physical damage to personal property owned by **you** or for which **you** are responsible;
 - b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for **your** private or personal use, providing that the transaction was a commercial contract entered into during the Cover Period.
4. Employment
 - a) Where **you** are an employee, disputes arising out of **your** contract of employment which give rise to a claim in an Employment Tribunal.

This Policy Will Not Cover

1. Any claim:

- a) which **you** do not report to **us** within 180 days of the Date Of Event;
- b) for which the Date Of Event is before the date of inception of this **policy**;
- c) under insured incident 2 above (Real Property) for which the Date Of Event is within 180 days after the date of inception of this **policy**;
- d) where the amount claimed is less than £100.

2. Legal Costs incurred:

- a) before **our** written acceptance of a claim;
- b) whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a composition with creditors.

3. The balance of Legal Costs over and above any figure **we** have previously agreed.

4. Legal Costs incurred in any appeal proceedings unless:

- a) **you** confirm in writing to **us** that **you** wish to appeal at least six working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
- b) **we** consider such appeal has a reasonable chance of success.

5. In respect of claims under insured incident 2 above (Real Property) the first £250.00 of Legal Costs incurred in each separate claim, and in respect of all other claims, the first £50.00 of Legal Costs incurred in each separate claim. In either case, such sum must be paid to **us** before **we** can act.

6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.

7. Fines or penalties or any damages which **you** are ordered to pay by a court, tribunal or other authority.

8. Any Insured incident which **you** intentionally cause or create.

9. Legal Costs of or relating to claims regarding:

- 9.1 the alleged dishonesty or violent behaviour of any person;
- 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
- 9.3 wills, probate or inheritance;
- 9.4 any business, trade or profession in which **you** are engaged, or any other venture undertaken by **you** for financial gain (other than **your** contract as an employee);
- 9.5 any shareholding, directorship or partnership, or other commercial interest;
- 9.6 any remark or comment whether permanently recorded or not, which may damage **your** reputation;
- 9.7 leases, licences, tenancies and disputes between landlord and tenant;
- 9.8 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
- 9.9 planning, building or structural alteration of any building or part of such;
- 9.10 subsidence, shrinkage, ground heave, landslip, mining or quarrying;
- 9.11 any building or land other than **your** principal **home**;
- 9.12 any party legally acquiring **your** principal **home** from **you** (whether or not **you** are paid), or restrictions or controls placed upon **your** principal **home** by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.13 work done by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.14 a motor vehicle owned or used by, or hired or leased to **you**;
- 9.15 any road traffic accident;
- 9.16 the settlement payable pursuant to any insurance or other **policy**;

9.17 any enforcement proceedings or procedure;

9.18 proceedings before or reference to the European Court or the European Court of Human Rights;

9.19 a dispute with **us** or with **your** insurance broker or provider;

9.20 Judicial Review;

9.21 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;

9.22 radiation or radioactive contamination;

9.23 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;

9.24 sonic pressure waves;

9.25 any mortgage, loan agreement any other consumer credit scheme;

9.26 the defence of any claim brought by any other party in respect of a matter which causes **your** death or personal injury, or which arises out of **your** contract of employment.

10. Legal costs incurred during any legal action **you** take which **we** have not agreed to, or where **you** do anything that hinders **us**, or the Appointed Solicitor.

General Conditions

1. **You** must:

- 1.1 abide by the terms and conditions of this **policy**.
- 1.2 try to prevent or minimise Legal Costs wherever possible.
- 1.3 send **us** everything **we** ask for in writing.

2. **We** can:

- 2.1 take over any claim or Civil Proceedings at any time and conduct them in **your** name.
- 2.2 negotiate or settle any claim or Civil Proceedings on **your** behalf.
- 2.3 refer any boundary or other property dispute to mediation.

2.4 contact **you** direct at any point concerning **your** claim.

3.

3.1 An Appointed Solicitor will be appointed by **us**, representing **you** pursuant to **our** standard terms of appointment.

3.2 The Appointed Solicitor will have direct contact with **us** and must co-operate fully with **us** at all times.

3.3 **You** must co-operate fully with the Appointed Solicitor and with **us**, keeping **us** informed and attending such meetings or hearings as may be required at **your** own expense;

3.4 **You** must give the Appointed Solicitor any instructions that **we** request.

3.5 If it becomes necessary to appoint a lawyer to assist **you** before the issue of Civil Proceedings **we** will choose the Appointed Solicitor. If by the date when it is necessary to issue Civil Proceedings **we** have not already chosen an appointed lawyer, **you** can nominate one by sending **us** the name and business address of a suitably qualified person. **we** may choose not to accept **your** nominee if they are unable to agree terms with **us**. If there is a disagreement over the choice of Appointed Solicitor another suitably qualified person can be appointed to decide the issue (see 3.11 below).

3.6 **You** must at **our** request instruct the Appointed Solicitor to have any Legal Costs taxed, assessed or otherwise audited.

3.7 **You** must take all necessary steps to assist the recovery of Legal Costs from any other party, and pay **us** any Legal Costs so recovered.

3.8 **We** will not be bound by any undertaking or other promise or assurance **you** may give to the Appointed Solicitor, or which **you** or the Appointed Solicitor give to any other person.

3.9 If **you** or the Appointed Solicitor terminate their retainer **we** will consider the reasons for this. **We** may then end the cover provided by this **policy** or **we** may agree to appoint another Appointed Solicitor.

3.10 If **you** settle, withdraw or abandon a claim without **our** prior

agreement, or fail to give suitable instructions to the Appointed Solicitor, the cover **we** provide will end immediately and **we** will be entitled to reclaim from **you** any Legal Costs paid by **us**.

- 3.11 If **we** and **you** disagree about the choice of Appointed Solicitor, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **we** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.

4.

- 4.1 **You** must inform **us** of any proposal to settle a claim including any Payment Into Court. If **you** reject an offer which **we** consider reasonable **we** may refuse to pay any further Legal Costs.

- 4.2 **You** must not negotiate or agree to settle a claim without **our** prior approval.

5. **We** may elect to pay **you** the amount of damages **you** are claiming, instead of starting or continuing Civil Proceedings.

6. **We** may if **we** see fit require that **you** obtain Counsel's Opinion from a barrister agreed by **you** and **us**, as to the merits of a proposed claim or Civil Proceedings. **You** will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or Civil Proceedings, **we** will refund Counsel's fees.

7. **We** can cancel this **policy** at any time by giving **you** 14 days' notice in writing.

8. **We** will not pay any claim covered by any other **policy** of insurance or by trade union membership or any claim that would have been covered by any other **policy** of insurance or by trade union membership if this Familyplus legal expenses **policy** did not exist.

9. If **you** die, **we** will insure **your** personal legal representatives to pursue disputes covered by this **policy** arising from **your** death, provided they keep to the terms of the **policy**.

10. Apart from **us**, only **you** may enforce all or any part of this **policy** and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the **policy** in relation to any third party right or interest.

11. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

12. Any Act of Parliament mentioned in the **policy** includes equivalent laws in the relevant jurisdiction.

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

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

Data Protection Act 1998

Motorplus Limited does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about yourself to Motorplus Limited or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to Motorplus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Motorplus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

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

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

Garden Cover

Your policy schedule will show if **you** have selected this cover.

Significant features and benefits

Loss or damage to fences, gates, hedges, lawns, patios, plants, ponds, rockeries, trees and walls that **you** own and are kept within the boundaries of **your home** caused by:

1. storm.
2. flood.
3. lightning or explosion.
4. theft.
5. fire.
6. television aerials, satellite dishes and tiles falling from the building.
7. malicious damage caused by any other person other than **you** or **your family**.
8. accidental damage caused by any other person other than **you** or **your family**.
9. branches falling from trees.
10. wild animals.

We will not pay more than £750 for any claim or series of claims arising from any one event or one source or original cause.

Significant or unusual exclusions or limitations

1. The amount of the **excess** shown in the schedule.
2. Loss or damage to trees or plants not caused by theft.
3. Damage caused by domestic animals, birds or pets.
4. Damage caused by frost.
5. Damage caused by subsidence, landslip or heave.
6. Damage caused by light or atmospheric conditions.
7. Damage caused by climatic conditions.

8. Damage caused by insects or vermin.
9. Damage caused by rot, mildew, fungus or poisoning.
10. Property being confiscated or destroyed by any government, public or local authority.
11. Liability of any kind.
12. Loss or damage to fish/other creatures/animals.
13. Loss or damage caused in connection with **your** trade or business profession.
14. Any items covered by any other insurance.

Cancelling your cover

You may cancel this section at any time subject to the cancellation conditions. Please refer to 'Cancelling **your policy**' on page 7.

Household claim notification

To make a claim, please contact the household claims telephone number shown on the **policy** schedule.

How to complain

See 'How to complain' on page 8.

Home Emergency insurance policy certificate

Your **policy** schedule will show if **you** have selected this cover. Europ Assistance Holdings Limited will provide the services and benefits described in this **policy**:

- during the **period of insurance**
- within the **geographical limits**
- following payment of the premium.

We will provide the services and benefits on the basis of the details **you** have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which **we** recommend **you** read carefully, to ensure this **policy** meets **your** individual requirements.

This **policy** is underwritten by Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN UK.

This insurance is effected in England and is subject to the Laws of England and Wales.

Europ Assistance Insurance Limited and Europ Assistance Holdings Limited are both authorised and regulated by the Financial Services Authority.

To ensure **we** are consistent in providing **our** customers with quality service, **we** may record **your** telephone call.

The aims of this insurance

This insurance is an **emergency policy** and not a Household **buildings** or **contents policy**. It should complement **your** household insurance policies, and provide benefits and services which are not normally available under these policies.

This Insurance does not cover normal day-to-day **home** maintenance which **you** should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the descaling of central heating pipes or the replacement of tap and cistern washers.

What **we** undertake to do is provide rapid, expert help if **you** suffer an **emergency** arising from an incident covered under the **policy**. **we** will arrange for one of **our** **repairer(s)** on **our** nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the **emergency**.

Meaning of words

Wherever the following words and phrases appear in this **policy** they will always have these meanings:

Emergency repairs

Work undertaken by a **repairer** to resolve the **emergency** by completing a **temporary repair** which will resolve the **emergency** but will need to be replaced by a **permanent repair** to put right the damage caused to the **home** by the **emergency**. A **permanent repair** will be carried out only if it can be undertaken on the first visit and would cost no more than a **Temporary Repair**.

Geographical limits

This means Great Britain plus the Isle of Wight, Isle of Man and Northern Ireland.

Home

Your principle permanent place of residence, comprising private dwelling together with garage(s), which are built of standard construction (brick with slate roof), all used only for **your** domestic purposes or as **your** office (providing no more than half the rooms in the property are used for this purpose), and situated within the **geographical limits** at the address shown on the **policy** Schedule. Bedsits or properties with multiple occupation/residential or nursing homes are excluded.

Emergency

A sudden unexpected event occurring during the **period of insurance**, involving **your home** which, in **our** opinion:

- exposes the **insured person(s)** or a third party to a risk to their health, or
- necessitates immediate remedial action to render the **home** safe or secure, or
- renders the **home** uninhabitable.

This definition shall include damage to or further damage to, or restoration of the **main services** to the **home**.

Insured person(s) or you/your

The person named on the **policy schedule**, together with the members of **your** household normally residing with **you**. In **your** absence on a trip away from **home**, the person duly authorised by **you** as the keyholder responsible for the **home**.

Main Services

Mains drainage to the boundaries of the **home**, water, electricity and gas within the **home** and the main source of heating or hot water where no alternative exists.

Period Of Insurance

The period shown on the **policy schedule**.

Permanent Repair

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

Repairer(s)

Repairs will only be carried out by-approved and authorised tradesmen of Europ Assistance.

Temporary Repair

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

We, Our or Us

Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

What is covered

If an **emergency** occurs, **we** will arrange for a **repairer** to assess the situation and carry out a **temporary repair** in the event of:

1. **Burst pipes or sudden leakage** likely to cause damage to the **home** or its contents.
2. **Break-in, accidental damage or vandalism** that compromises the security of the **home**.
3. **Storm damage** causing ingress of water or likely to cause further loss or damage to the **home** or its contents.
4. **Failure of your domestic water mains supply, gas supply, electricity** (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of **your** domestic hot water heating.
5. **Total failure of your central heating**, causing in **our** view, unreasonable discomfort or risking frost damage to the **home**.
6. **A leakage caused by a smashed toilet bowl or cistern**. Breakage of the cistern internal mechanism which prevents flushing and creates an **emergency** as there is no other toilet in the **home**.
7. **Pest infestation**. Removal of wasp nests, field and house mice and brown rats within the insured property
8. **Uninhabitable accommodation**. In the event of the **home** becoming uninhabitable as a consequence of an **emergency** and remaining so overnight, **we** will, subject to prior agreement with **us**, pay up to £250 (including VAT) in total for;
 - (a) **your** overnight accommodation and/or
 - (b) transport to such accommodation.

For each claim **we** will pay up to a maximum of £300 (including VAT), for a **temporary repair** (or a **permanent repair** if it is a similar cost) to stabilise the situation and remove the **emergency** or to restore the normal operation of the boiler or warm air unit, comprising call-out, labour, parts and / or materials.

REQUESTING ASSISTANCE

First check the circumstances are covered.

Having done this telephone Europ Assistance immediately stating **your Policy** Number, on:

01603 779293

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES.

SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID UK ON 0800 111 999.

What is not covered

1. Normal day-to-day home maintenance

which **you** should carry out or pay for, such as the items listed below, which tend to gradually wear out over a period of time, or need periodic attention. **We** would not consider the following as constituting a covered **home emergency**:

- 1.1 dripping taps.
- 1.2 burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.

- 1.3 slow seepage from joints or gaskets which does not involve a sudden escape of water.
- 1.4 the results of hard water scaling deposits.
- 1.5 leaking overflows.
- 1.6 blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.
- 1.7 blocked or misaligned guttering.
- 1.8 damage to boundary walls, hedges, fences and gates.
- 1.9 malfunctioning or blockage of septic tanks.
- 1.10 any infestations, pests in gardens, or outbuildings
- 1.11 any event arising from circumstances known to **you** prior to the commencement date of this insurance including any pest infestation or parts known to be failing or in need of attention/ repair/maintenance, or any inherent fault or defect.

Please note that the above list (which is not exhaustive) shows specific examples of normal maintenance to indicate the type of problem not covered.

2. In connection with the boiler or warm air unit:

- 2.1 air locks in the central heating piping.
- 2.2 any claim involving a boiler or warm air unit with an output exceeding 60 Kw/hr capacity.
- 2.3 any boiler or warm air unit more than **fifteen** years old.
- 2.4 replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
- 2.5 any costs arising as a result of failure to service the boiler or warm air unit in the previous twelve months.

Any recommendations following servicing should be carried out and the costs will be **your** responsibility.

- 2.6 any intermittent or reoccurring fault.
 - 2.7 any water pressure adjustments or failure caused through hard water scale or sludge.
 - 2.8 any boiler or system noise.
 - 2.9 any radiator valves.
- 3. The following incidents or circumstances are also excluded:**
- 3.1 breakage of internal glass or of any basin, bath, bidet or shower base.
 - 3.2 failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.
 - 3.3 the cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the fabric of the **home**.
 - 3.4 damage incurred in gaining necessary access.
 - 3.5 breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Please also refer to the General Exclusions.

General Conditions

1. **You** should declare all facts which are likely to affect this insurance. Failure to do so may prejudice **your** entitlement to claim, and if **you** are uncertain as to whether a fact is material, it should be disclosed to **us**.
2. **You** should carry out or arrange for normal continuous

maintenance of **your home** and on the systems servicing the **home** and **you** must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and service documentation will be required.

3. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
4. **Your** full compliance with the terms and conditions of this **policy** is necessary before a claim will be paid.
5. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this **policy** all benefit and any premium paid shall be forfeited.
6. **We** will be entitled, if **we** so desire, to prosecute, in **your** name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by **us** under this **policy**. **We** shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to **us**.
7. **You** must notify **us** immediately a claim occurs. If for any reason **we** authorise **you** to use a contractor appointed by **you**. **You** should obtain an estimate for the work and contact **us** for authorisation to continue, **you** will supply **us** with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by **us** at **your** own expense.
8. If any dispute arises as to **policy** interpretation, or as to any rights or obligations under the **policy**, **we** offer **you** the option of resolving this by using the Arbitration procedure **we** have arranged. Please see the Complaints Procedure. Using this Service will not affect **your** legal rights.
9. This insurance contract is subject to the Laws of England and Wales.

10. It is a condition precedent to **our** providing the services detailed in this **policy**, that **you** undertake to promptly pay the **repairer** or Europ Assistance Holdings Limited for all work authorised by **you** which is not covered under this **policy**.
11. **You** should have taken out, and keep in force, a **buildings** Insurance **policy** covering **your home**.
12. If **you** intend to leave **your home** unoccupied when cold weather is normally expected, **you** must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

General exclusions

1. Pre-existing problems or circumstances known to **you** at the time **you** purchased the insurance and which **you** did not notify to **us**.
2. Any costs incurred when **you** have not notified **us** and obtained **our** prior authorisation.
3. Damage to **home** contents.
4. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
5. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this **policy**).
6. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our repairer** to ensure that the original fault has received a definitive repair.
7. Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship,

including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.

8. Any claim when the **home** has been left unoccupied for more than 30 days.
9. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be

invalid or unenforceable, the remainder shall remain in full force and effect.

10. Loss or destruction of or damage or any loss or expense whatsoever resulting from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Failure or malfunction of any supply, system or appliance serving the **home** or any loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
12. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this **policy**.
13. Any legal liability or loss arising from the provision of, or any delay in providing the services to which this **policy** relates, unless negligence on **our** part can be demonstrated.
14. Costs associated with another property or communal/shared areas if **your home** is in a multiple-occupancy or multiple-usage block or building.
15. Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
16. Any cost relating to the attempted repair by **you** or **your** own contractor.

Complaints procedure

See 'How to complain' on page 8.

Cancellation Provisions

You may cancel this section at any time subject to the cancellation conditions. Please refer to 'Cancelling **your policy**' on page 7.

Utility Safeguard

Your policy schedule will show if **you** have selected this cover.

This Policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited and is underwritten by UK Underwriting Limited on behalf of: Fortis Insurance Limited, Registered in England No. 354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire SO53 3YA.

MotorPlus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

This is a "claims made" insurance Policy. This Policy will only cover valid claims notified to us within the period of insurance.

The insured has submitted a written proposal, declaration or renewal declaration to us and it is agreed this shall form the basis for the issue of this Policy. The insurer agrees in consideration of the premium to indemnify the insured to the extent and in the manner provided within this Policy.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold throughout this Policy.

Claim(s)

A **claim** against this Policy.

Insured

The individual who has taken out this Policy, their spouse or partner and any of their **family** members who permanently occupy the **insured property**.

Insured event

An event which gives rise to a **claim** against this Policy.

Insured property

The **Insured's** permanent place of residence provided this is located within the **territorial limits**

Insurer

UK Underwriting Limited on behalf of Fortis Insurance Limited.

UK Underwriting Limited are an **insurers'** agent and in the matters of a **claim** act on behalf of the **insurer**.

Limit of indemnity

The maximum amount payable by the **insurer** in respect of any one **claim** and in aggregate for all **claims** made during any **period of insurance**.

Period of insurance

Twelve calendar months from the date of inception of this Policy.

Territorial limits

The United Kingdom, Isle of Man and Channel Islands.

We/Our/Us

MotorPlus Limited, Kircam House, Whiffler Road, Norwich, NR3 2AL.

An insurance intermediary which has been delegated the authority to bind cover and to whom notification of **claims** must be made.

This Policy Will Cover

The **insurer** will indemnify the **insured** in respect of an **insured event** covered by this Policy which directly affects the **insured property**, provided the **insured event** occurs and a **claim** is notified within the **period of insurance**.

Section 1. Underground water supply

In the event of a leak or blockage occurring within the underground water supply this Policy will provide up to £3,000 (including VAT) toward:

- a) the cost of appointing an engineer to visit the **insured property** to locate the source of the leak or blockage;
- b) the cost of repair or replacement of the damaged section of the underground water supply; where the leak or blockage occurs between the internal stop valve and the point where the supply crosses the boundary of the **insured property**. If the **insured** has responsibility for underground water supply pipes beyond the boundaries of the **insured property** this Policy will also cover costs, subject to the **limit of indemnity**, for leaks or blockages which occur in pipes for which the **insured** is responsible.

Where underground water supply pipes are shared with other households, this Policy will only provide cover for the **insured's** share of the costs.

Damaged pipework will be replaced where the engineer deems replacement to be more effective than repair. Where replacement pipework is required this Policy will provide cover for up to 20 metres to be replaced.

Exclusions to Section 1.

The **insurer** will not be liable for:

- a) any costs incurred in excess of £3,000 (including VAT);
- b) costs where the leak or blockage occurs in a section of pipework which is not the responsibility of the **insured**;

- c) loss or damage arising as a result of disconnection from or interruption to the mains service;
- d) repair or replacement of any item which does not form part of the underground water supply;
- e) repair or replacement any internal or external water pipe after the internal stop tap.

Section 2. Internal gas supply

In the event of a leak occurring within the internal gas supply this Policy will provide up to £3,000 (including VAT) toward:

- a) the cost of appointing an engineer to locate the source of the leak;
- b) repair or replacement of the damaged section of the internal gas supply;

where the leak occurs within the internal gas supply from the outlet of the gas supply meter to the isolation valve of any gas appliance, including supply hoses to gas cookers, within the **insured property**. Damaged sections of the internal gas supply will be replaced where the engineer deems replacement to be more effective than repair.

This Policy will also provide up to £500 (including VAT) towards the cost of replacing internal hard flooring or plasterwork within the **insured property** which was damaged or removed by the engineer in investigating and rectifying the leak.

Exclusions to Section 2.

The **insurer** will not be liable for:

- a) any costs incurred in excess of £3,000 (including VAT);
- b) costs relating to any item which does not form part of the internal gas supply pipe within the **insured property**;
- c) loss or damage caused as a result of disconnection from or interruption to the mains service.

Section 3. Electrical systems

In the event of complete failure of the electrical wiring system

between the electricity meter and fuse box this Policy will provide up to £3,000 (including VAT) towards:

- a) the cost of appointing an engineer to identify the electrical fault;
- b) the cost of repair or replacement of the faulty section of electrical wiring and/or repair or replacement of the fuse box.

Exclusions to Section 3.

The **insurer** will not be liable for:

- a) any costs incurred in excess of £3,000 (including VAT);
- b) replacement costs of electrical wiring or fuse box which needs to be replaced as a consequence of natural wear and tear or gradual degradation;
- c) costs incurred where the **insured** has been advised of the need to carry out permanent repair work to avoid repetitive situations leading to a breakdown and/or failure of the electrical wiring system or fuse box;
- d) loss or damage caused as a result of disconnection from or interruption to the mains service.

Section 4. Hotel accommodation

If the **insured property** becomes uninhabitable for more than 48 hours (as advised by the approved engineer) as a result of an **insured event** covered under sections 1 to 3 above, this Policy will provide reimbursement of up to £125 (including VAT) per night, £500 (including VAT) maximum per **claim**, for hotel costs where no alternative accommodation is available to the **insured**.

General Exclusions

The **insurer** will not be liable for:

1. any event arising from circumstances known by the **insured** at or before inception of this Policy;
2. any costs relating to **claims** which are deemed in any respect to be overstated, false or fraudulent;

3. any loss in the event of damage occurring where the **insured property** has remained unoccupied continuously for 60 days or more;
4. any costs relating to the repair or replacement of any items not specifically mentioned under the sections of cover under This Policy Will Cover;
5. any part of the covered sections which are too difficult for the approved engineer to access safely, e.g. where asbestos is present;
6. any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse, or third party interference including any attempted repair or modification to the covered sections, which does not comply with recognised industry standards;
7. loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **insured property**;
8. the replacement of items that wear out over a period of time;
9. like for like replacements of parts necessary in repairing or remedying the emergency unless an alternative is supplied by the **insured** at the time **our** engineers visit;
10. any fixtures including lead piping where replacement is only necessary as a result of legislation or health and safety guidelines, or to meet current best practice;
11. costs incurred where the **insured** has previously been informed of a need to carry out permanent repairs in order to avoid pipe blockages or wiring failures;
12. systems which have not been installed, serviced or maintained in accordance with established practice or manufacturer's instructions;
13. any costs above the **limit of indemnity** (the **insured** is responsible for agreeing and settling these costs directly with the approved engineer);
14. any loss arising from subsidence, heave of the site or landslide caused by:

- i. bedding down of new structures;
 - ii. demolition of or structural repairs or alterations to the **insured property**;
 - iii. faulty workmanship or the use of defective materials;
 - iv. river or coastal erosion;
15. faulty workmanship or the use of defective materials by a non-approved engineer;
 16. any defect, loss or damage caused by earthquake, impact or other extraneous causes;
 17. any loss or damage arising as a consequence of:
 - i. war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ii. ionising radiation or contamination by radioactivity from any nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

General Conditions

1. The insured's responsibilities

The **insured** must:

- a) observe the terms and conditions of this Policy.;
- b) try to prevent any incident that may give rise to a **claim**;
- c) take all reasonable steps to minimise the amount payable by the **insurer**.

2. Arbitration

Any dispute or difference of any kind between the **insured** and **insurer** or the **insured** and **us** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society or the Bar Council. The arbitrator's decision will be final and binding on all parties.

3. Assignment

This Policy is between and binding upon the **insurer** and the **insured** and their respective successors in title. The Policy may not be otherwise assigned by the **insured** without prior written consent from **us** or the **insurer**.

4. Waiver

If the **insurer** fails to exercise or enforce any rights conferred on them by this Policy, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any such time.

5. Cancellation

You may cancel this section at any time subject to the cancellation conditions. Please refer to the general conditions section in your policy book, condition 6 'Cancelling your cover'.

6. Renewal

Castle Cover and the **insurer** reserve the right to refuse renewal of any individual Policy.

7. Governing Law

The Parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy shall be subject to the Laws of England and Wales.

Claims Procedure

Claims should be notified to **us** by calling 01603 779288 as soon as is reasonably practical. **We** are open 24 hours a day, every day of the year. Once details of the **claim** has been notified to **us** and has been accepted, **we** will appoint one of **our** approved engineers to visit the **insured property** and carry out any necessary investigation and repair or replacement work (where required).

It is important to note that this Policy will not cover the costs of work carried out by engineers that have not been appointed by **us**.

Complaints

See 'How to complain' on Page 8.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the **Claim**. For **claims** against **insurers**, the first 90% of the **claim** is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS.

Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. **We** take **your** privacy very seriously. **We** will use **your** personal information to provide **you** with the services, products or information, for administration purposes for any matters arising from this policy. **We** may need to share **your** information with **Our** service providers, associated organisations and agents for these purposes. Despite any changes **We** make to this privacy statement **We** will always use **your** personal data for the purposes **We** outline in this statement and in accordance with the Data Protection Act 1998 unless **We** are advised otherwise.

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

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

Boiler Safeguard

Your policy schedule will show if you have selected this cover.

This policy is provided by the Insurer through Home 3 Assistance Limited ('Home 3').

Definitions

Unless the context otherwise provides, where the following words are shown in this document they shall have the following meanings:

Approved Contractor - a tradesperson authorised in advance by us to carry out repairs.

Boiler & Controls – Includes if present; single boiler (max output 65kw), pump, thermostatic valves, motorised valves, cylinder thermostat, time, pressure and temperature controls.

Business Partner(s) – a business which has contracted with Home 3 to market this agreement.

Certificate of Insurance - the certificate issued by us to you confirming your cover under this policy.

Claim - Any claim you make under this policy.

Cover - The benefits available to you under this policy.

Essential Services - Mains drainage to the boundary of the property; water, electricity and gas supplies within the property, and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency.

Gas Heating Engineer, Approved Contractor - an appropriately qualified tradesperson authorised in advance by us to carry out servicing and repairs.

Insurer, The Insurer – Mapfre Asistencia Compañía Internacional de Seguros y Reaseguros Sociedad Anonima, Registered Address; Alpha House, 24a Lime Street, London, EC3M 7HS, Registered number FC021974

Limits of Cover – the limits of cover towards the cost of the approved contractor payable in the event of an Emergency.

Parts and Labour – all parts and labour used to maintain your system are provided by Home 3 subject to the terms of this agreement.

Policy - These terms and conditions, the certificate of insurance, and any changes we may agree with you to such documents from time to time.

Premium – the amount payable to the Insurer inclusive of insurance premium tax.

Property, Home - Your principal permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom. The property must not be used for commercial purposes of any nature including the letting of the property. You must be the legal owner of the property.

Renewal Date - The renewal date, which is shown in the renewal letter we send you or which we tell you about at any other time.

Start Date - The date shown in your certificate of insurance. We will only cover repairs once your system has been accepted by us following an initial service.

System – Boiler & Controls

We, Us, Our – Mapfre Asistencia Compañía Internacional de Seguros y Reaseguros Sociedad Anonima, Registered Address; Alpha House, 24a Lime Street, London, EC3M 7HS, Registered number FC021974

Year - A period of 12 consecutive months beginning on the start date or the renewal date, as applicable.

You, Your, the Insured - The person or people whose names appear on the certificate of insurance or who normally live at the property.

Your policy with the Insurer

This section explains the terms and conditions of the cover that the Insurer will provide in return for your premium during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to your cover.

Your Gas Boiler Cover Policy is underwritten by the Insurer, Mapfre Asistencia Compañía Internacional de Seguros y Reaseguros (FSA firm number 203401) a company incorporated in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FCO21974, acting through its UK branch registered in the UK with branch number BR008042 and whose principal office is at Alpha House, 24a Lime Street, London, EC3M 7HS, and which is entitled pursuant to EEA passporting rights to underwrite general insurance in the UK. All premiums paid in respect of your policy are deemed in law to have been paid to the Insurer when received by Home 3 from you.

All claims management and administration of this Gas Boiler Cover Policy is provided by Home 3 acting as agent for the Insurer. This means that when you contact Home 3, you are deemed to be making contact with the Insurer.

The Insurer must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

1. What is Included in Your Agreement

The maintenance and repair of your system, which includes:

- 1.1 An Initial Service in the first year of your agreement.
- 1.2 An Annual Service in each subsequent year of your agreement.
- 1.3 Parts and labour.
- 1.4 Unlimited callouts to keep your Boiler and Controls working as provided by your agreement.
- 1.5 Agreed appointment times for callouts.
- 1.6 24/7 helpline

Please read the section on Servicing for full information.

Your Boiler

There is no age limit on your boiler as long as all the essential working parts are available and we have approved it.

If we agree that your boiler is less than seven years old, we may decide to provide a replacement boiler if it is not possible to repair it because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it with a suitable new boiler we have approved.

If your boiler is seven years old or more, and it is not possible to repair it or you choose to replace it at any time (however old it is), as a Gas Boiler Cover customer, you are entitled to a discount on the cost of installing a boiler if we replace it.

2. Conditions

Your cover under this policy depends on the following conditions.

- 2.1 You are responsible for informing us of any change in the information you have supplied to us. If you fail to do so, you may invalidate the policy;
- 2.2 No costs for repairs are payable under this policy, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number on your certificate of insurance and we have authorised the deployment of an approved contractor in advance.

3. Limits of Cover

Once your system has been accepted by us we aim to provide a safe, high-quality service to maintain and repair the equipment included in your policy.

Emergency Accommodation

In the event of the property becoming uninhabitable as a result of events covered under your policy and remaining so overnight, we shall at your request arrange and pay up to £150 (Including VAT) toward:

- a) Your overnight accommodation and/or
- b) Transport to such accommodation.

4. What is Not Included in Your Agreement

- 4.1 Adjustments to time and temperature controls
- 4.2 Any domestic water supply from the hot water cylinder or the gas appliance up to and including the taps
- 4.3 The cold water supply tank, it's feed and outlets
- 4.4 Any defects or inadequacy attributable to the original design or method of construction of the central heating system
- 4.5 The changing of non-valved circulating pumps
- 4.6 The fabric of the building including pipework or fluework buried in it
- 4.7 Any defect caused by wilful or malicious action, negligence, misuse or third party interference, including problems caused by shortage of fuel
- 4.8 Any defect or damage caused by accident, fire, lightning, explosion, flood, storm, tempest, frost, impact, subsidence, structural repairs or extraneous cause
- 4.9 Consequential loss or damage arising as a result of a defect occurring in the central heating system
- 4.10 Any defect occurring from a failure of public electricity or water supply
- 4.11 Any central heating boiler exceeding 65kw
- 4.12 Flue integrity and repairing or replacing appliance flues that aren't part of your boiler.
- 4.13 Unblocking of condense waste pipe
- 4.14 Replacement of Pressurised cylinders
- 4.15 Removing sludge or hard-water scale from the boiler or system or any consequential damage
- 4.16 Replacing your boiler if it is seven years old or more.
- 4.17 Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric under floor heating

4.18 Magnetic filters and scale reducers.

5. Limitation of liability

Every effort will be made to provide you with the emergency assistance described in these terms and conditions. However, there may be times when it is not possible to arrange assistance due to circumstances beyond our control, for which we cannot be held liable.

We will not be liable for any of the following:

- 5.1 Obsolete or unobtainable parts due to the age of your boiler or heating system.
- 5.2 Loss or damage arising from circumstances known to you prior to the start date of this policy.
- 5.3 Loss of damage however caused to the contents of the property or personal items such as paintings, electrical goods, jewellery, clothing etc
- 5.4 Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
- 5.5 The cost of any work, which was carried out without our approval, including any cost relating to the attempted repair by you or your own contractor.
- 5.6 Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- 5.7 Any repairs in a property that has been unoccupied for more than 30 consecutive days.
- 5.8 Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective material or river or coastal erosion.
- 5.9 Any loss or damage arising as a consequence of:

- 5.9.1 War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance.
- 5.9.2 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- 5.10 Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.
- 5.11 The cost of repair to swimming pools and any decorative features such as hot tubs, fountains or ponds, and all associated plumbing and filtration systems.
- 5.12 Any repair or replacement of flexible cable.

6. Length of Policy and Premiums

- 6.1 This policy provides cover that begins on the start date shown on your certificate of insurance
- 6.2 We will send you a renewal notice to tell you the cost of the policy on renewal and will include any changes we have made to the terms and conditions.
- 6.3 The premium due may change from time to time but they will not change for this policy until the next renewal date.

7. General Exclusions

- 7.1 Replacing appliances, bathroom fixtures, showers and sanitary ware (apart from boilers as described earlier).
- 7.2 Improvements including work that is needed to bring your system up to current standards. You may need to have improvements carried out before we are able to complete other repairs to your system.

- 7.3 Upgrades which you may want to have carried out or legislation demands that you have carried out to improve your system.
- 7.4 Replacing or repairing parts that do not affect how the system or appliance works or decorative or specialist parts.
- 7.5 Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary.
- 7.6 Removing asbestos associated with any repairs. If you need to have any asbestos removed, we will only do any work at your property once you have provided us with a clean-air certificate. This will be given to you by the person who removes the asbestos as it is a legal requirement to do so.
- 7.7 Cash alternatives for repair or maintenance.
- 7.8 Repairing any damage caused by our work or redecorating, unless we or our approved contractors have been negligent or broken this agreement.
- 7.9 Repairing or replacing any lead, steel or central heating iron pipes.
- 7.10 Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our personnel including verbal or physical abuse. We will not recommence work until the Health & Safety risk has been rectified to our satisfaction.
- 7.11 Repairs that are required due to the build up of sludge or other debris.

8. General Conditions of Policy

8.1 Service Coverage United Kingdom

8.2 Service

Initial Service

We will inspect your system to make sure it is safe and in good working order. Our Approved Gas Engineer will fill in a safety inspection checklist to show you what he or she has checked. We will normally carry out this service within 40 days of the beginning of your agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services. If the service reveals a problem, we may:

- tell you what work is needed and what it will cost you for that work to be done;
- offer you an agreement that will not include the parts causing the problem; or
- cancel the agreement and refund your money.

We will not carry out an Initial Service if we have already carried out an Annual Service at the property within the last 12 months. If there are other gas appliances in the property we may offer to include them in the agreement for an additional payment.

Annual Service

We will normally visit around the same time each year where possible, depending upon our workload and your preference for an appointment. Providing the engineer can access your home, we will always make sure we check that your system is safe.

8.3 Access to Your Property

It is your responsibility to ensure the gas heating engineer can gain access to your property. If access is not possible we will contact you to arrange another appointment. If you do not arrange an appointment or we cannot gain access, your policy will continue but if this means we are unable to maintain your system and it subsequently requires further work to make sure it is safe and in

good working order, additional charges may apply. Ultimately, we may cancel your policy.

8.4 Cancellation

You may cancel this **policy** within 14 days of either the receipt of **your policy** documents or the inception / renewal date of **your policy** (whichever is later) unless **your** boiler has already been inspected, by telephoning **our** customer services department on 0845 845 55 50 or by writing to **us** at the following address; Castle Cover, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW.

If the cover has not yet commenced **you** will be entitled to a full refund of any premiums paid.

If the cover has already commenced **you** will be charged for the time **you** have been insured. **You** will also be charged a fee of up to £30 to cover the administrative cost of providing the **policy**.

If **you** have made a claim against **your policy** or **your** boiler has been inspected **you** will remain liable for the total premium. If **you** have paid **your** premium in full there will be no refund made. If **you** are paying by instalments, **you** will either have to continue with the instalments until the **policy** renewal date, arrange for a one off payment to be made or **we** may, at **our** discretion, deduct the outstanding instalments due from any claim made.

Cancelling **your** Direct Debit at the bank does not suffice as cancelling **your policy** and **you** will remain liable for any charges incurred relating to time on cover up until the point that **we** identify that **you** have defaulted on a payment and automatically cancel **your policy**.

Please note that if **you** amend or cancel **your policy** during the period of insurance, **we** may not refund any amount less than £5. Similarly, **we** may only request payments from **you** of amounts over £5.

Cancellation outside the statutory period

You may cancel this **policy** at any time either by telephoning **our** customer services department on 0845 845 55 50 or writing to **us** at the above address.

If **you** have paid **your** premium in full, **we** will calculate **your** refund in accordance with the table below. Please note, any partly completed month counts as a whole month.

The number of months you have had the policy	1	2	3	4	5	6	7	8 or more
The amount of premium that will be refunded	70%	60%	50%	40%	30%	20%	10%	None

If **you** are paying by instalments **your** payments will cease, however, if the amount **you** have paid under **your** instalment plan does not represent the amount **you** should have paid, in accordance with the table above, **you** will be liable for the remainder of the premium for the period for which **you** have been covered.

If **you** have made a claim against **your policy** **you** will still remain liable for the total premium. If **you** have paid **your** premium in full there will be no refund made. If **you** are paying by instalments, **you** will either have to continue with the instalments until the **policy** renewal date, arrange for a one off payment to be made or **we** may, at **our** discretion, deduct the outstanding instalments due from any claim made.

Cancelling **your** Direct Debit at the bank does not suffice as cancelling **your policy**. **You** will remain liable for any charges incurred relating to time on cover up until the point that **we** identify that **you** have defaulted on a payment and automatically cancel **your policy**.

If **you** cancel **your policy** during the period of insurance, **you** may incur an administration fee of up to £30.

Our right to cancel your policy

We reserve the right to cancel the **policy**, for any reason other than defaulted payments, by providing 7 days prior written notice to **your** last known address.

If **we** cancel the **policy** **we** will retain an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**, except where a claim has been made during the current period of insurance, when **you** remain liable for the total premium of the **policy** and no refund will be paid.

Non payment of premiums

If **you** pay by instalments and **you** fail to make a payment **we** will assume that **you** no longer require cover and will cancel **your policy** from the date **your** payment was due.

If Castle Cover cancel **your policy** due to non-payment of **your** premium, **you** will remain liable for the difference between the premium **you** owe, in accordance with the above table, and the amount **you** have actually paid. If **you** have made a claim against **your policy** **you** will be liable for the full premium. If **you** do not pay the balance within 7 days of the cancellation, Castle Cover will instruct a debt recovery agent to recover any outstanding premium **you** owe. In the event that a debt recovery agent is instructed an additional fee of up to £40 will be added to any outstanding amount being requested.

8.5 Setting Aside Terms and Conditions

If we choose to set aside an exclusion, term or condition of this policy, this will not prevent us from relying on that exclusion, term or condition in the future.

8.6 Spare Parts

If the spare parts required to repair your system are not carried by the engineer on the day, they will normally be able to source most items on the following working day. If for any reason this is not possible the engineer will do all they reasonably can to get parts within a reasonable time period. Approved parts or parts that have been

reconditioned by the original manufacturer may be used.

8.7 Safety Advice

If we advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely and you do not follow our advice, it may mean that we are unable to fulfil all of our obligations under this policy. In this case, your agreement will continue unless you or we cancel the agreement. See Cancellation for details.

8.8 Third-party rights

This policy cannot be passed to someone else without our agreement.

8.9 Our Responsibilities

We will meet our responsibilities under your policy within reasonable time unless it is impossible due to unforeseen circumstances or those outside our control.

8.10 Guarantees

All individual parts (fitted by us when carrying out a repair) and labour are guaranteed for 12 months from date of repair. Any guarantees do not affect your legal rights under the Sales of Goods Act 1979 and Supply of Goods and Services Act 1982.

8.11 Servicing Appointment Times

Upon booking an appointment for a service, you will be given the opportunity for the following appointment slots: Morning Appointment: 8:00am – 1:00pm, Afternoon Appointment: 11:30am – 5:00pm

These appointments may be subject to change. If we are experiencing a particularly busy period, we may have to give priority to breakdowns, therefore your appointment slot could be subject to change, or it may have to be rearranged.

8.12 Governing law

This agreement is governed by and must be interpreted in accordance with the laws of England and Wales, unless you live in Scotland (in which case Scottish law will apply) or unless you and we agree otherwise. You and we agree that contract terms will be issued in English.

8.13 Consumer Protection

Home 3 and the Insurer are covered under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Insurance advising and arranging is covered for 90% of the claim with no upper limit. Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the insurer or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, 1 Portsoken Street, London E1 8BN

8.14 Who Regulates Us

Home 3 and the Insurer, are authorised and regulated by the Financial Services Authority. You can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0300 500 5000. Home 3's Firm Reference Number (FRN) is 496336.

8.15 Recording Calls

We record all phone calls from policyholders and other consumers This is to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and contract documents will be in English unless otherwise agreed.

8.16 Special needs

This information can be supplied in Large Print, Braille or Audio on request.

8.17 Data Protection - Your Personal Details

We will use the information you provide:

- to manage and provide the service described in your agreement;
- for analysis purposes;

Home 3 may ask our business partners for details of changes in your address and other personal and financial details so that it can update its records. This may include, but is not limited to, new bank account details from which to collect your payments and for information about changes to your personal contact details (e.g. phone or fax or email addresses).

Home 3 may pass your personal information to our approved suppliers so it we can send correspondence to you. When you ask us to arrange an approved contractor, your name and address will be disclosed to them so that the required assistance can be provided.

Home 3 may pass your personal information to its business partners. Home 3 and our business partners may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If you would prefer this not to happen, please let Home 3 know at any time during your agreement.

To avoid contacting you unnecessarily about products you may already have, Home 3 will compare your details with information on prospect files prepared by our business partners. When we do this we may need to tell our business partner that you have an agreement with us and disclose enough personal data to enable them to identify you on their files.

By taking out this agreement you consent that for the better performance of this contract we may transfer your data outside the European Economic Area.

You have a right to see all the information we hold about you. If you would like to see this information, please write to:

The Customer Service, Manager Home 3 Assistance Ltd., 1 Future Walk, West Bars, Chesterfield S49 1PF

Please note that there will be a separate administration charge for this service.

Complaints

See 'How to complain' on Page 8.

Making a claim

To make a claim call 01603 254940.

Accident & Incapacity Cash Plan

Your policy schedule will show if **you** have selected this cover.

This Policy has been arranged by Motorplus Limited with Qdos Broker & Underwriting Services Limited and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No. 354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the Policy.

Accident

Any **bodily injury** which is caused by a sudden, unexpected specific event occurring within the **territorial limits** during the **period of insurance**.

Bodily injury

A physical injury incurred during **the period of insurance**, resulting solely and independently from an **accident** which within 12 months from the date of the **accident** results in the **insured person's** death or disability.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities and partnerships or associations regularly engaged in an economic activity.

Home

The **insured person's** only or principal residence together with its immediate gardens or domestic park, situated within the **territorial limits**.

Insurance policy

The motor or buildings and/or contents insurance policy which has been issued to the **policyholder** and to which this Policy is annexed.

Incapacitated

Rendered unable to carry out day-to-day activities without assistance, as certified by your general practitioner.

Insured person

You and any member of **your** family who reside with **you** in **your home** and have your permission to make a claim.

Insurer

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a **claim** act on behalf of the **insurer**.

Loss of limb(s)

The loss of a hand or foot by physical severance or total **loss of use** of an entire hand or foot.

Loss of sight

The permanent and total **loss of sight** which is considered as having happened when:

- in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of speech

The total and permanent loss of ability to communicate verbally.

Loss of use

The total and irrecoverable **loss of use** where the loss is continuous for 12 months and such loss of is deemed permanent and beyond possibility of improvement.

Micro-Enterprise

An **enterprise** which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

Motorplus Limited/Administrator

Motorplus Limited, Kircam House, Whiffler Road, Norwich, NR3 2AL, an insurance intermediary who has been given authorisation by the **insurer** to issue this insurance cover and manage claims on behalf of the **insurer**.

Period of insurance

The unexpired time left to run on the **insurance policy** or twelve calendar months, whichever is lesser.

Permanent total disablement

Disablement which entirely prevents an **insured person** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a medical referee, shows no sign of ever improving.

Policyholder/You/Your

The individual named on the **insurance policy** who has paid the appropriate premium.

Qdos

Qdos Broker & Underwriting Services Limited, an insurance intermediary who has been delegated the authority to bind cover and manage claims on behalf of the **insurer**.

Sum insured

The maximum amount the **insurer** will pay in the event of a claim made against this policy, as specified within this document under the section titled This Policy Will Cover.

Territorial limits

The world.

This document forms a legally binding contract of insurance between you and us. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information you provided in your proposal for insurance. The insurance provided by this document covers death or disability that occurs during any period of insurance for which you have paid, or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

This Policy Will Cover

Provided that:

1. the **insured person** has not attained 90 years of age; and,
2. the **insured person** is normally resident in the United Kingdom, the Isle of Man or the Channel Islands;

A. the **insurer** will pay up to the **sum insured** shown if an **insured person** suffers loss, damage, death or **bodily injury** whilst within the **territorial limits** during the **period of insurance**.

This insurance runs concurrently with your **insurance policy**. In the event of cancellation or non-renewal of that **insurance policy** all cover under this insurance shall cease.

1. Accidental Death	£100,000
2. Loss of sight in one or both eyes	£25,000
3. Loss of one or more limb(s)	£25,000
4. Permanent total loss of speech	£25,000
5. Permanent total loss of hearing	
- in one ear	£7,500
- in both ears	£25,000
6. Permanent total disability	£50,000

If the **insured person** is under 16 years of age the benefit under Item 1. Accidental Death is limited to £2,500.

and

B. If as a result of an **accident**, an **insured person** is certified by a General Practitioner to be **incapacitated**, the **insurer** will pay to **the insured person** a sum equivalent to £200 for each complete week that they remain **incapacitated**, to a maximum of 3 months in order to assist with incidental expenses.

The maximum accumulation limit for any one **accident** (including both A and B above) shall be £100,000.

General Exclusions

The **insurer** will not be liable for any claim:

1. where **bodily injury** arises from commercial, occupational, trade or business purposes.
2. where the **insured person** commits or attempts to commit suicide or intentionally inflicts self-injury, while sane or insane.
3. due to war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).
4. due to radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
5. due to deliberate exposure to exceptional danger (except in an attempt to save human life), or the **insured person's** own criminal act, or due to alcohol or drugs.
6. due to provoked assault or fighting (except in bona fide self defence).
7. due to any matrimonial or family dispute.

8. arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **insured person** or any member of their family suffered and was known to suffer before this insurance started.

Conditions

1. Claims

When a claim or possible claim occurs, **you** or an **insured person** must notify Motorplus Limited as soon as possible. **You** or the **insured person** must seek and follow advice from a registered medical practitioner, and have any medical examination that Motorplus Limited requests. If an **insured person** dies, Motorplus Limited will be entitled to ask for, at their expense, a post-mortem examination. **You** or any **insured person** must provide (at **your** or their own expense) any documents, information and evidence Motorplus Limited requires. The **insurer** will only pay compensation to the **insured person** or his representatives, if all medical records, notes, post-mortem examination report and correspondence about the claim or related pre-existing conditions are made available on request to **us** or a medical adviser appointed by **us**.

Please see section 'Making a Claim' below for contact details.

2. Fraudulent claims

If a claim is made which **you** or an **insured person**, or anyone acting on **your** or their behalf, knows is false, fraudulent or exaggerated, the **insurer** will not pay the claim and cover under this insurance will end without any return of premium.

3. Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of an **insured person** which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

4. Cooling Off Period and Cancellation

You may cancel this section at any time subject to the cancellation conditions. Please refer to the general conditions section in **your** policy book, condition 6 'Cancelling your cover'.

5. Governing Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales. This insurance is written in English and all communications about it will be in English.

Making a Claim

Claims should be made by contacting the Advice Line, as soon as is reasonably practical.

Tel: 01603 779250

You must report any claim as soon as possible. **You** may be asked to complete a claim form or forward further information where this will expedite prompt handling of the claim.

Complaints

See 'How to complain' on Page 8.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. *You* can get more information about compensation scheme arrangements from the FSCS.

Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. We take **your** privacy very seriously. We will use **your** personal information to provide **you** with the services, products or information, for administration purposes for any matters arising from this policy. We may need to share **your** information with our service providers, associated organisations and agents for these purposes. Despite any changes we make to this privacy statement we will always use **your** personal data for the purposes we outline in this statement and in accordance with the Data Protection Act 1998 unless we are advised otherwise.

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

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

