



PREFERRED CHOICE

Helpcard

Policy Number

Please enter your policy number above

Emergency Assistance: 0330 100 7816

When you call the helplines below please quote the following number: 70446

Legal Advice: 0344 725 4450

Counselling: 0344 725 4450

Medical Help: 0344 725 4450



Preferred Choice

Home insurance policy

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Helplines available 24 hours a day, 365 days a year

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About your policy

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Your policy is made up of the following:

Your policy wording, which tells you exactly what is and what is not covered, how we will pay your claim and other important information.

The schedule, which shows which sections of the policy wording apply to you, the sums insured and the premium you will pay. It will show any special terms which apply to your policy.

The Summary of limits, which shows any special limits applying to the cover.

You should read the policy wording, schedule and Summary of limits together.

We will send you a new schedule whenever you or we make a change to the insurance and each year before renewal so you can check that the cover still meets your needs.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 6 to 9 and 37 'Words with special meanings'. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

We have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are some general exclusions which apply to **your** policy and **we** have listed these on page 50 and 51.

There are also conditions of the insurance that **you** or **your family** will need to meet as your part of this contract on pages 46 to 47. The conditions set out the changes in circumstances that could affect your cover and when **we** would cancel **your** policy. Please take the opportunity to read the Policy Conditions.

Once **you** have received your policy **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can send back **your** documents and ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium, as long as no claim has been made.

Remember to keep **your** sums insured (which are shown on **your** schedule) up to date. If **you** have selected **buildings** insurance, **you** should increase **your** sum insured if **you** extend or make improvements to **your home**, such as installing double glazing, adding a fitted kitchen or conservatory.

If you have selected **contents** and **valuables** insurance, **your** cover is for replacement as new. Remember to keep **your** sums insured up to date when **you** buy new items. Items such as jewellery, watches, **items of precious metal**, paintings, pictures and etchings often change in value. These changes are not reflected in the indices used for inflation protection and **you** should make certain that these items are insured for the correct amount at all times.

If **you** have any questions please contact **us**. The telephone numbers are shown on **your** schedule.

The insurance contract

This policy is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance.

We will provide cover for the sections of the policy shown on the schedule for the **period of insurance**. **You** must pay the premium for the **period of insurance** and keep to all the conditions, which are set out on pages 46 to 47.

If **you** do not meet **your** part of the contract, **we** may turn down a claim or increase the premium, or **you** may find that **you** are not covered.

Under the Laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law applicable to this contract, to the extent permitted by those Laws. Unless **we** and **you** agree otherwise, **we** and **you** have agreed that this contract will be governed by law that applies to the part of the United Kingdom, the Channel Islands or the Isle of Man in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of Man in which **you** live.

This policy has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

Words with special meanings

This part of the policy sets out the words that have a special meaning. Each word is listed with the meaning explained beside it and is printed in **bold** type whenever it appears in the policy.

There are other words with special meanings listed under the Legal expenses section on Page 37. **You** should also look at these. **Your** schedule will show **you** if **you** have this section insured under **your** policy.

Word

Meaning

Aggravated burglary/criminal assault

An unlawful act of violence or threat of violence to **your family** or **your** guest, by a person who has gained unlawful entry into **your home**.

Buildings

The **home**, its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, drives, swimming pools, tennis courts, walls, fences, gates, hedges, and drains, pipes, cables and underground tanks which **your family** are legally responsible for, including fixtures and fittings, all on the same site and all used for domestic purposes or for clerical business work only.

Buildings does not include the following:

- aerials, satellite receiving equipment, their fittings and masts

Business equipment

Computer, telecommunication and office equipment, office furniture and stationary, used in the **home** for clerical business purposes and owned by **your family** or **your family's** responsibility under contract.

Business equipment does not include business stock or business **money** or business **credit cards** and no cover is provided for:

- the cost of replacing paper records, except for their value as stationery; and/or
- any loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.

Word

Contents

Meaning

Household goods including;

- antiques, personal property, **business equipment, money**
- fixtures and fittings which **your family** are responsible for as tenants, including aerials, satellite receiving equipment, their fittings and masts
- children's motorbikes with an engine capacity of 50cc or less
- domestic garden machinery
- motorised or electric wheelchairs
- motorised quad bikes used within the boundaries of the land belonging to the **home** and not registered for road use, up to a limit of £5,000

all owned by **your family** or domestic employees who live with **you**.

Visitors' personal effects up to a limit of £5,000.

Contents does not include:

- **Contents** permanently kept at another **home** not listed on the schedule other than **contents** in a newly acquired main **home** in the United Kingdom provided **you** notify **us** of the new address within 60 days of **you** beginning to move the **contents**.
- Anything used for any trade, professional or business purposes other than **business equipment**.
- **Contents** being moved by sea.
- Trees, shrubs, plants or lawns.
- Animals.
- Motor vehicles and children's motor vehicles whether licenced for road use or not (except as allowed above), aircraft, trains and boats (other than models), gliders, hang gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, hand or wind propelled watercraft (except as covered under the Contents section of this policy), caravans, horseboxes, trailers (except as covered under the Contents section of this policy) or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed.

Credit cards

Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles, belonging to **your family**.

Digital downloads

Non recoverable electronic data, legally downloaded by **your family** from a legitimate website.

Emergency repairs

Any necessary temporary or permanent work to protect **your home** or **your contents** following a sudden or an unexpected event which creates the risk of damage or a possible risk to the health of **your family** or any other person.

Word

Meaning

Environmental building

A product that meets the industry recognised standard for that product category attributed to one or more of the following:

- use of less energy, water and/or natural resources, for example, insulation and framing, carpet and flooring, lighting systems
- the creation of less waste, for example, interior plumbing applications
- providing a healthier environment for the people living inside by way of heating and cooling equipment, paints, architectural coatings, primers, undercoating's, adhesives and sealants.

Excess

The first part of any claim which **you** must pay.

Fees and other costs

Architects, engineers, surveyors and legal fees necessarily incurred to repair or rebuild the **home**, which **we** have agreed to. **Fees and other costs** do not include fees incurred in preparing or furthering any claim under this policy.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

The house or flat at the address shown on **your** schedule, its garages, greenhouses and outbuildings, at the same address, all used for domestic and clerical business purposes.

Identity fraud

Someone using a means of identifying **your family** for an unlawful purpose without **your family's** consent.

Items of precious metal

Tableware, trays, trophies, and similar household articles (but not jewellery) made of or plated with sterling silver, gold, platinum.

Landslip

Downward movement of sloping ground.

Money

Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, travellers cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, owned by **your family** or **your family's** responsibility under contract.

Money does not include:

- Promotional vouchers, Air Miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards and raffle tickets and stamps that are part of a stamp collection.
- **Money** used or held for any trade, professional or business purpose

Period of insurance

The period shown on **your** schedule or any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the buildings themselves.

Unoccupied

When **your home** has not been lived in by **your family** or by anyone who has **your** permission, for more than 60 days in a row. Lived in means slept in frequently.

Word

Valuables

We/us/our

You/your

Your family

Meaning

Jewellery and watches, items in the bank, pictures, paintings, etchings and **items of precious metal**.

Royal & Sun Alliance Insurance plc.

The person named as policyholder on **your** schedule.

You or any of the following people providing they normally live with **you** –

- **Your** husband, wife or partner
- Children (including foster children)
- **Your** relatives
- **Your** domestic employees

How to make a claim

Our claims staff take pride in their service and will do all they can to help **you**.

Follow the steps below:

- 1 In an emergency, **you** should take any immediate action, which **you** need to protect **your** property from further damage, such as switching off the gas, electricity and water.
- 2 If the emergency situation continues or **emergency repairs** are needed, phone **us** on 0330 100 7816.
- 3 Check **your** schedule, **your** Summary of limits and **your** policy wording to see if **you** are covered for the loss or damage. Read carefully any conditions that may apply and the sections in the policy headed 'What is not covered'.
- 4 Read the 'Claim Conditions' on page 48 and follow any instructions given.
- 5 Call **our** claims helpline on the number shown on **your** schedule or contact **your** insurance adviser. Please have **your** policy number handy when **you** call. Whilst most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information, and/or **we** may wish to arrange a visit and inspection.
- 6 Please do not throw away any damaged items before **we** have had a chance to inspect them.

Claims notification

Conditions that apply to the policy and in the event of a claim are set out in this policy booklet. It is important **your family** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in this policy document.

Claims conditions require **you** to provide **us** with any assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets, professional valuations or photographs, bank or **credit card** statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property

- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Helplines

We use carefully selected suppliers to provide the following additional services. These services are free and **you** can use them while **you** have insurance with **us**.

Helpline services **we** arrange for **you**

As an RSA customer, **your family** has access to **our** helplines and emergency service 24 hours a day, 365 days a year.

Whenever **you** need help, all **you** need to do is phone the appropriate number and tell **us** about **your** problem. **We** will do the rest.

Home Emergency Assistance: 0330 100 7816
Quoting **your** Policy Number

In a domestic emergency just call **our** emergency assistance helpline. See Page 13 for more details.

Legal Advice: 0344 725 4450 Quoting
Number 70446

We provide help with any personal legal problems, including tax.

Counselling Services: 0344 725 4450 Quoting
Number 70446

If **you** have any problems at home or at work, **our** qualified professional counsellors are there to help.

Medical Help: 0344 725 4450 Quoting
Number 70446

You can talk about any medical concerns with **our** in-house medical experts who are supported by the latest computerised clinical databases.

We have appointed Arc Legal Assistance to administer Legal Advice, Counselling Services and Medical helplines on **our** behalf.

Arc Legal Assistance Ltd,
PO Box 8921,
Colchester,
CO4 5YD

Home Emergency Assistance

This part of the policy sets out the cover **we** provide for Home Emergency Assistance.

What is covered

The Home Emergency Assistance only covers **you** against the costs of certain household situations, which **you** will find described in covers 1-5 in this section.

We will pay the cost of the repair, parts and call out charges for work undertaken at the address shown on the schedule by a tradesman authorised by **us** to carry out temporary or permanent repairs in the circumstances detailed, which if not dealt with immediately upon discovery will make the **home** unsafe or insecure for **you**, cause damage to the **home** or its **contents**, or result in the **home** losing its main source of electricity, lighting or water (hot or cold).

Home Emergency Assistance does not cover everything which **you** might regard as an emergency. It does not cover normal day to day household maintenance or repairs which need to be carried out periodically, such as descaling water pipes or curing leaking taps.

If a permanent repair is necessary, the authorised tradesman will carry it out provided it can be effected at a similar expense to a temporary repair. This cover may not provide the cost of full repair or replacement.

An authorised tradesman is approved and instructed by **us** and is competent to provide domestic repair services appropriate to the situation. Payments will be made directly to **our** contractor.

The most **we** will pay for any one claim including the cost of the repair, parts, call out charges, alternative accommodation and VAT is shown on **your** summary of limits.

What is not covered

Any incident not reported to **us** immediately upon discovery.

Garages (unless integral to the **home**), sheds, greenhouses, any other outbuilding which is not designed to be permanently lived in.

Land belonging to the **home**.

Gas leaks.

Any subsequent repairs for the same damage or system.

Permanently replacing or removing paths or driveways in order to deal with the emergency.

Any repair arising from circumstances known to **you** before **you** asked **us** to provide cover.

Any system, equipment or facility having reached the end of its expected working life.

Damage caused as a result of any system equipment or facility having reached the end of its expected working life.

The normal day to day maintenance of the **home**, system(s) or facility.

Any equipment not installed, operated maintained or repaired in accordance with established practice or manufacturer's instructions, statutory regulations or British standards.

Any equipment, which has been the subject of a manufacturer recall, unless the recall advice was followed, and any changes required were implemented.

Domestic appliances.

Damage if the **home** has not been lived in by **your family** for more than 60 days in a row.

Damage while the **home** is lent, let or sub-let to anyone other than **your family**

Repairs which are made by anyone other than the tradesman authorised by **us**.

What is covered

We will pay the cost of the repair, parts and call out charges for:

- 1 Repairs necessary to restore the service or prevent further damage to the **home** as a result of failure or damage to the plumbing or drainage system.
 - Cesspits, septic tanks and associated fittings.
 - Any mains service which is the responsibility of a public service company.
 - Shared drainage facilities, except on the land belonging to the **home**.
 - Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain.
 - Descaling and any work arising from hard water scale deposits.
 - Escape of water outside of the **home**, which is not causing damage to the interior of the **home** or its **contents**.
- 2 Complete failure of the electricity supply within the **home**.
 - Failure of the electricity supply as a result of:
 - industrial action by a public service company.
 - the electricity supply being deliberately or accidentally cut off.
 - Any mains service which is the responsibility of a public service company.
 - Damage caused deliberately by **your family**.
- 3 Securing the **home** as a result of damage or breakage to the frame or glazing of the outside doors or windows of the **home** which leaves the **home** unsafe or insecure.
- 4 Repairs necessary to make the roof of the **home** watertight and prevent further damage.
 - The cost of replacing flat roofs.
- 5 The cost of overnight accommodation for **your family** including that required for any pets normally living with **you** if **we** agree that the **home** cannot be lived in.
 - The cost of overnight accommodation for anyone who is not a member of **your family**.

What is not covered

Costs incurred without **our** agreement.

Any loss expenses or costs of any kind that are not directly caused by the event that led to **your** claim.

Any **home** used for any trade, professional or business purposes except clerical business.

How we settle claims for Home Emergency Assistance

Call **our** 24 hour emergency helpline on the number shown on the schedule after taking any immediate action **you** think is necessary to protect the **home** from further damage, such as switching off the gas, electricity or water. **We** have a team of tradesmen on hand to carry out urgent repairs 24 hours a day, 7 days a week.

The most **we** will pay for any one claim including the cost of the repair, parts, call out charges, alternative accommodation and VAT is shown on **your** summary of limits.

If the claim is a result of an incident which is also covered under the Buildings section, **you** may be able to claim for any further repair under that section. Please refer to the 'How to make a claim' section on page 10.

We will not pay any call out charge if having asked for assistance **you** are not at **home** when the tradesman arrives at the time agreed.

We will not pay for any inconvenience, loss or damage caused by delay in the provision of spare parts or components by manufacturers or suppliers; Spare or replacement parts may not be from the original manufacturer.

You should also read the claims conditions and policy conditions and exclusions on pages 46 to 51.

Buildings

This part of the policy sets out the cover **we** provide for the buildings of **your home** if this section is shown on **your** schedule.

What is covered

Damage to **your buildings** unless more specifically mentioned in 'Extra Covers'.

What is not covered

The following exclusions apply to all of **your** cover under this section.

- The **excess** shown on **your** schedule, unless stated otherwise.
- The **subsidence, heave or landslip excess** shown on **your** schedule.
- Damage caused by:
 - malicious people or vandals;
 - freezing water in fixed water or fixed heating systems;
 - water escaping from washing machines, dishwashers, fixed water or fixed heating systems;
 - oil escaping from a fixed heating system;
 - theft or attempted theft

while **your home** has been left **unoccupied**.

- Damage by storm or flood to fences, hedges and gates (other than electronic gates).
- Damage by **subsidence, heave or landslip**:
 - to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, statues and fountains cemented into the ground, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
 - to solid floors, or damage caused because solid floors have moved, unless the foundations of **your home** are damaged by the same cause and at the same time
 - caused by new structures bedding down or settlement of newly made up ground
 - caused by the coast or a river bank being worn away
 - caused by or from **your home** being altered, repaired or demolished
 - loss or damage caused by chemicals reacting with any materials which the home is built from
 - caused by or from poor or faulty design, workmanship, or materials.

What is covered

What is not covered

- Loss or damage caused by:
 - malicious persons or vandals
 - theft or attempted theft

if the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.

- Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage.
- Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.
- **Fees and other costs** incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of **your buildings**.
- Loss or damage by storm or flood caused by a rise in the water table (the level below which the ground is completely saturated with water).
- Damage resulting from **your home** being renovated, extended, altered, repaired, demolished or undergoing building works and/or heat processes (including restoration, repair, redecoration, maintenance or similar work) where;
 - the estimated value of the works is £25,000 or more and/or
 - **you** have entered into a contract which, in anyway removes or limits **your** legal rights against the contractor.

Extra Covers

In addition to covering damage to **your buildings**, we also provide the following covers.

Additional Living Expenses

A Alternative accommodation

If **your home** is made uninhabitable as a result of damage by an insured event covered under this section, **we** will pay the additional cost of similar accommodation for **your family** and any domestic pets living with **you**, for up to 3 years from the date the **home** becomes uninhabitable.

- Damage which is specifically excluded by any cover listed elsewhere in the **Buildings** section.
- Any costs **your family** should pay once **your home** can be lived in again.

What is covered

If **your** schedule shows a contents section applies **we** will pay Alternative accommodation costs under either the **Buildings** or **Contents** section. **We** will not give the benefit of cover under both sections.

B Loss of rent

If a part of **your home** which **you** rent to others is made uninhabitable by an insured cause under this section, **we** will pay the rent **you** would have received including ground rent, for up to 3 years from the date the property becomes uninhabitable, until it can be lived in again.

We will not deduct an **excess** from this Extra cover.

C Forced evacuation

If a local authority prohibits **your family** and any domestic pets from living in **your home**, **we** will pay the costs of similar accommodation along with any rent **you** would have received. **We** pay forced evacuation expenses for up to 30 days from the date of the damage, even if the **period of insurance** ends during that time.

Emergency access

We will pay for damage to the **buildings** caused by the emergency services while getting into the **home** to deal with an emergency, including damage following forcible entry to your **home** to attend a medical emergency.

The most **we** will pay for any one claim is shown in the Summary of limits.

Domestic energy and water expenses

We will pay up to:

- £5,000 for the necessary costs to purchase all of **your** domestic electrical power from an energy company
- £5,000 for lost income generated from selling surplus energy back to the energy company
- £5,000 for the necessary costs to purchase replacement water

following insured damage to **your** solar, wind or geothermal electrical power-generating system or alternative water source.

What is not covered

We will not pay more than £10,000 in total for any one claim

For any claim where **you** do not begin to replace or repair the damaged system within 30 days from the date of the damage.

What is covered

Environmental upgrade

We will pay up to;

- £1,000 following damage covered under this **buildings** section which exceeds £10,000
- £2,500 following damage covered under this **buildings** section which exceeds £25,000
- £5,000 following damage covered under this **buildings** section which exceeds £50,000

in addition to **your buildings** sum insured, towards the cost of installing a solar, wind or geothermal electrical power-generating system as part of the repairs to the household heating and/or water system of **your home**.

Environmental building materials

We will pay up to;

- £1,000 following damage covered under this **buildings** section which exceeds £10,000
- £2,500 following damage covered under this **buildings** section which exceeds £25,000
- £5,000 following damage covered under this **buildings** section which exceeds £50,000
- £50,000 following a total loss to **your home**

in addition to **your buildings** sum insured, for the installation of **environmental building materials** to repair or reconstruct **your home**.

A total loss is when **your home** is deemed to be beyond economical repair or reconstruction.

Environmental expenses

We will pay up to;

- £5,000 for environmental consulting services approved by **us**
- £500 for the purchase of carbon offsets to neutralise increased emissions (proof of certification will be required) following a total loss of **your home**.

A total loss is when **your home** is deemed to be beyond economical repair or reconstruction.

Legal fees for removal of squatters

Legal fees which **you** have to pay to repossession **your home** if squatters are living in it.

The most **we** will pay for any one claim is shown in the Summary of limits.

What is not covered

- Where there is already a similar system installed at the **home**.
- Where the heating and/or water system has not been damaged.

- Any fees **you** agree to pay without **our** written permission.

What is covered

New fixtures and fittings

We will pay for loss or damage to new fixtures and fittings (including fitted furniture and appliances) whilst in the **home** for installation or in the course of installation, provided that **you** notify **us** within 60 days of **you** acquiring them and pay the additional premium from the date acquired.

We reserve the right not to insure them after the 60th day.

The most **we** will pay for any one claim is shown in the Summary of limits.

Trace and access

We will pay the cost of removing and replacing any part of the **buildings** necessary to repair a household heating or water system, which has caused an escape of water or oil.

The most **we** will pay for any one claim under both the **Buildings** and **Contents** section is shown in the Summary of limits.

Trees, shrubs, plants and lawns

If trees, shrubs, plants and lawns on the land of **your home** are damaged by

- fire, lightning, explosion, earthquake
- riot, civil commotion, strike, labour or political disturbance
- malicious people or vandals
- theft or attempted theft
- collision involving vehicles, trains, animals, aircraft or aerial devices or anything dropped from them
- falling trees, telegraph poles, lamp posts, pylons or the emergency services

we will pay to reinstate the garden and replace damaged plants. The most **we** will pay for any one tree, shrub or plant is £1,000.

The most **we** will pay for any one claim is shown in the Summary of limits or on **your** schedule.

What is not covered

- Loss or damage to any item left in the open.
- Any loss or damage occurring where there is a contractual requirement for specific insurance to be effected or; where the contractor is required to be a joint policyholder or; if the installation requires any structural alterations to the **buildings**.

What is covered

Upgrading Security Systems

Following an **aggravated burglary/criminal assault** at **your home**, **we** will pay towards the cost of upgrading the existing intruder alarm and security systems at **your home** specified on **your** schedule.

The most **we** will pay for any one claim is shown in the Summary of limits.

Locks and keys

If **you** lose the keys to the inside or outside doors of **your home** or to safes or alarms in **your home** or they are stolen, or there is accidental damage to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:

- buying new keys; or
- changing part of the locks; or
- replacing the locks.

We will not deduct an **excess** from this Extra Cover.

What is not covered

- Any ongoing maintenance costs.

Legal liability

What is covered

A The legal liability of **your family** as owner of **your buildings** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:

- accidental death, disease, illness or accidental physical injury to anyone;
- accidental damage to physical property

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

B Legal liabilities which result from the ownership of any **home** previously occupied by **you** and insured by **us** and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as long as **you** do not have this cover under another policy.

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

What is not covered

- Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).
- Injury or damage arising out of the employment, trade, profession or business of any of **your family**.
- Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.
- Liability arising from the Party Wall Act 1996.
- Liability covered by any other policy.
- Any **home** previously owned and occupied by **you** in which **you** still hold legal title or have an interest.
- Any incident which happens more than 7 years after the last day of the last **period of insurance** in respect of any **home** previously insured by **us** and owned and occupied by **you**.

How we will pay your Buildings claim

Excess

After arriving at a claims settlement **we** will deduct the applicable **excess** shown in **your** schedule before paying the claim.

Where the claim exceeds £10,000 no **excess** will be deducted. This does not apply to the **subsidence, heave or landslip excess** or any additional voluntary **excess** noted in **your** policy schedule, or if the **home** is left **unoccupied** at the time of the loss.

Payment basis

The most **we** will pay for any one claim for **buildings** including **fees and other costs**, is the **buildings** sum insured shown on **your** schedule.

If there is partial damage to the **building** requiring it to be repaired, **we** will pay the cost of repair up to the **buildings** sum insured shown in the schedule.

We will pay the cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed **fees and other costs**.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **our** nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

No allowance will be made for VAT when a cash settlement is made.

If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including **fees and other costs**, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.

All building repairs carried out by **our** preferred suppliers and insured under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

We will not pay for;

Loss of value resulting from repairs to or replacement of damage to **your buildings**;

Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

Inflation protection

The sum insured shown on **your** schedule will be adjusted in line with a recognised index. No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the loss or damage represents the full rebuilding cost and **you** ensure that the work is carried out without undue delay.

For **your** protection, **we** will not reduce **your** sum insured if the index moves down unless **you** ask **us** to.

Sale of the home

If **you** enter into a contract to sell **your** interest in any **home** insured by this policy and, between the exchange of contracts and completion of the sale the **home** is damaged by any insured cause, the purchaser shall be entitled to the benefit from this insurance for such loss or damage when the sale is completed, provided the **home** is not otherwise insured by or on the purchaser's behalf.

Contents and Valuables

This part of the policy sets out the cover **we** provide for the **contents** and **valuables**, if this section is shown on **your** schedule.

What is covered

Loss or damage to **your contents** and **valuables** anywhere in the world unless more specifically mentioned in 'Extra Covers.'

What is not covered

The following exclusions apply to all of **your** cover under this section.

- The **excess** shown on **your** schedule, unless stated otherwise.
- Loss or damage caused by:
 - malicious persons or vandals
 - theft or attempted theft

if the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.

- Loss or damage caused by:
 - malicious people or vandals
 - water escaping from washing machines, dishwashers, fixed water or fixed heating systems
 - oil escaping from a fixed heating system
 - theft or attempted theft

while **your home** has been left **unoccupied**.

- Loss of or damage to any pedal cycle left unattended in a public place unless at the time of the loss the pedal cycle is securely locked to an object that cannot be moved.
- For stamps and coins **we** do not cover:
 - fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, extreme temperature or gradual deterioration;
 - damage caused by handling or being worked on;
 - disappearances of any individual stamp or coin unless it is mounted in a book and the page is also lost.
- Loss or damage to **contents** and **valuables** kept permanently in any property that **your family** does not live in.
- Damage to the appliance or system which the water or oil escapes from.
- Loss by deception unless the only deception was someone tricking their way into **your home**.

What is covered

What is not covered

- Damage by mechanical, electrical or electronic fault or breakdown.
- Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.
- Damage by **subsidence, heave or landslip**:
 - to solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time
 - caused by new structures bedding down or settlement of newly made up ground
 - caused by the coast or a river bank being worn away
 - caused by or from **your home** being altered, repaired or demolished
 - loss or damage caused by or from poor or faulty design, workmanship, or materials.
- Damage by storm or flood caused by a rise in the water table (the level below which the ground is completely saturated with water).
- Loss or damage while **your home** is used to receive visitors or paying guests in connection with **your** business.
- Loss or damage to any quad bike whilst in use;
 - by any person under 17 years old.
 - for any other purpose than horse and pet care or gardening.
 - in circumstances where any road traffic legislation applies.
- Loss or damage to any quad bike when left unattended in the open.
- Loss or damage to students' **contents** away from the **home**, whilst studying at university, college or school, caused by;
 - theft or attempted theft unless force and violence are used to get into or out of a building
 - theft or attempted theft of students' **contents** in any house or building which has been left unoccupied for more than 60 days in a row.
- Damage which is specifically excluded by any cover listed elsewhere in the **Contents** and **Valuables** section.

Extra Covers

In addition to covering loss or damage to **your contents** and **valuables**, we also provide the following covers. These are in addition to the sum insured for **your contents** and **valuables**, unless otherwise stated in **your** schedule.

What is covered

Additional Living Expenses

A Alternative accommodation

If **your home** is made uninhabitable as a result of damage by an insured cause under this section, **we** will pay the additional cost of similar accommodation for **your family** and any domestic pets living with **you**, for up to 3 years from the date the property becomes uninhabitable.

If **your** schedule shows a **Buildings** section applies, **we** will pay Alternative accommodation costs under either the **Buildings** or **Contents and Valuables** section, whichever has the greater sum insured.

We will not give the benefit under both sections.

B Loss of rent

If a part of **your home** which **you** rent to others is made uninhabitable by an insured cause under this section, **we** will pay the rent **you** would have received including ground rent, for up to 3 years from the date the property becomes uninhabitable, until it can be lived in again.

We will not deduct an **excess** from this Extra cover.

C Forced evacuation

If a local authority prohibits **your family** and any domestic pets from living in **your home**, **we** will pay the costs of similar accommodation along with any rent **you** would have received. **We** pay forced evacuation expenses for up to 30 days from the date of the damage, even if the **period of insurance** ends during that time.

Computer information

We will pay the cost of replacing or restoring **your** personal computer information, including **digital downloads**, following loss or damage caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

Death of an artist

If since the last revaluation the value of any **valuables** has increased due to the death of an artist, **we** will automatically increase the value by up to 100% up to the next renewal date or next valuation, whatever is earlier, provided that **you** have an independent professional valuation no more than three years old.

What is not covered

- Any costs **your family** would have to pay once **your home** can be lived in again.

- The cost of remaking or recreating a disc, tapes or film.
- Any data not commercially available at the time of the loss.
- The cost of any hardware or software.
- Any loss resulting from an error in computer programming or instructions to the computer.

What is covered

Debris removal

We will pay for removal of debris following loss or damage to **contents** and **valuables** caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

Defective title

We will pay the amount **you** paid to purchase an item which **you** are subsequently required by law to relinquish due to:

- A unforeseen discovery of the vendor's defective or lack of title to the item; or
- B any charge placed on the item, prior to the purchase by **you**, of which **you** were not aware.

We will only cover a loss if both the purchase and any relevant claim are made during the **period of insurance**.

The most **we** will pay for any one claim is shown in the Summary of limits.

We will only cover a loss resulting from a purchase made by **you** from an auctioneer or dealer who is a member of one of the following:

- 1 British Antique Dealers' Association;
- 2 London and Provincial Antique Dealers Association;
- 3 Royal Institute of Chartered Surveyors Fine Art Faculty;
- 4 Society of London Art Dealers;
- 5 Association of Regional Valuers and Auctioneers;
- 6 Society of Fine Art Auctioneers

Emergency access

We will pay for damage to the **contents** and **valuables** caused by the emergency services while getting into the **home** to deal with an emergency, including damage following forcible entry to **your home** to attend a medical emergency.

The most **we** will pay for any one claim is shown in the Summary of limits.

What is not covered

What is covered

Fatal accident

If any member of **your family** dies within 12 months of an injury caused during the **period of insurance** by:

- criminal assault at **your home** or anywhere in the United Kingdom;
- fire, lightning, impact by aircraft or explosion in **your home**;

The most **we** will pay for any one claim is shown in the Summary of limits.

Food in a freezer

Loss or damage to food contained in a domestic deep freezer cabinet caused by an accidental rise or fall in the temperature.

We will not deduct an **excess** from this Extra Cover.

The most **we** will pay for any one claim is shown in the Summary of limits.

Hired Marquees

We will pay for accidental loss or damage to a marquee that **you** hire temporarily and are legally responsible for while at **your home**. This includes accidental loss or damage to associated lighting, heating and furnishings provided they are not insured elsewhere.

The most **we** will pay for any one claim is shown in the Summary of limits.

Hole in one

In the event of a Hole in one being achieved by **your family** in an official golf club competition or similar Area or National competition, a benefit is payable.

The most **we** will pay for any one claim is shown in the Summary of limits.

Locks and keys

If **you** lose the keys to the inside or outside doors of **your home** or to safes or alarms in **your home** or they are stolen, or there is accidental damage to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:

What is not covered

- Injury to **your** domestic employees.

- Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to **your home**.

What is covered

- buying new keys; or
- changing part of the locks; or
- replacing the locks.

We will not deduct an **excess** from this Extra Cover.

Metered water, oil and gas

Loss of metered water, liquid petroleum gas or oil at **your home** caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

Money and Credit cards

Loss of **money** and the unauthorised or fraudulent use of **your credit cards**.

Where **you** have reported **your credit card**, cheque card or cash dispenser card for unauthorised or fraudulent use, in most cases, **you** will only be liable for the first £50 per card.

Do not forget to inform the police and issuing authorities as soon as possible in the event of a loss.

The most **we** will pay for any one claim is shown in the Summary of limits.

Newly acquired contents and valuables

We cover **your** newly acquired items for 20% of **your** total **contents** and **valuables** sum insured. **You** must request cover for the newly acquired **contents** and **valuables** within 60 days of **you** acquiring them and pay the additional premium from the date acquired.

We reserve the right not to insure them after the 60th day.

The most **we** will pay for any one claim is shown in the Summary of limits.

Reinstatement of title deeds and documents

We will pay the cost of replacing deeds, bonds, securities or similar private documents if they are lost or damaged by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

What is not covered

- Loss while **your home** has been left **unoccupied**.
- Loss which results from the cardholder not following the card company's terms and conditions.
- Use of **credit cards** by any of **your family** without the permission of any authorised cardholder.
- In most cases, **you** will only be liable for the first £50 per card.

What is covered

Relative's contents

We will pay for loss or damage to **contents** belonging to **your** parents or grandparents who are resident in a nursing home or residential care home (but not their **money** or **credit cards** or their **contents** insured elsewhere).

The most **we** will pay for any one claim is shown in the summary of limits.

Religious festival and wedding gifts

We automatically increase the **contents** and **valuables** sum insured by 20% during December for Christmas gifts and for 30 days before and after all other religious festivals and the wedding of any member of **your family**.

Tenants liability

Your liability at law under the **Buildings** section of this policy, if **you** are legally liable under the terms of **your** tenancy agreement (not as owner, leaseholder or landlord), for damage to **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

Tenants improvements

Damage, as provided under the **Buildings** section of this policy, to fixed tenants improvements and fixed internal decorations in **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

Trace and access

We will pay the cost of removing and replacing any part of the **contents** necessary to repair a household heating or water system, which has caused an escape of water or oil.

The most **we** will pay for any one claim under both the **Buildings** and **Contents** section is shown in the Summary of limits.

What is not covered

- Damage which is specifically excluded by any cover listed elsewhere in the **Buildings** section.

- Damage which is specifically excluded by any cover listed elsewhere in the **Buildings** section.

What is covered

Visitors' personal effects

We will pay for **your** visitors' personal effects if they are lost or damaged by an insured cause when in **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

Watercraft and trailers

We will pay for the loss or damage to **your** hand or wind propelled watercraft and trailers (up to 12 feet in length) within the boundaries of the land belonging to **your home** by;

- fire, lightning, explosion, earthquake
- theft or attempted theft

The most **we** will pay for any one claim is shown in the Summary of limits or on **your** schedule.

What is not covered

- Items already insured by **your** visitor under a separate policy.

- trailers being used in circumstances where any road traffic legislation applies

Identity Fraud

This part of the policy sets out the cover **we** provide for Identity Fraud.

What is covered

Identity Fraud

We will cover **your family** for the following expenses reasonably incurred arising as a result of **identity fraud**.

- administration fees spent by **your family** when **your family** re-apply for a loan following rejection due to incorrect information supplied by a credit reference agency. The most **we** will pay for an incident in this respect is £750.
- sums spent by **your family** for telephone and postal expenses for correspondence with financial institutions, credit agencies, law enforcement agencies or the police. The most **we** will pay for an incident in this respect is £250.
- loss of earnings as a result of **your family** having to take time off work to meet with financial institutions, credit agencies, law enforcement agencies or the police. The most **we** will pay for an incident in this respect is £150 per day up to a total of £7500.
- fees for administering and notarising fraud affidavits or similar documents for financial institutions or credit agencies required to evidence the occurrence of **identity fraud**. The most **we** will pay for an incident in this respect is £2500.
- legal fees which **we** have agreed to pay for the following:
 - the defence of a claim against **your family** by a financial institution
 - the removal of any incorrect court judgements made against **your family**
 - challenging the accuracy of any information in a credit reference report relating to **your family**

The most **we** will pay for any one claim is shown in the Summary of limits.

What is not covered

- Any legal fees **your family** pay or agree to pay without **our** written permission.
- Any loss resulting from **your** or any of **your family's** employment, business or professions.
- Any claim arising which happens outside the **period of insurance**.
- Any expenses incurred due to any fraudulent, dishonest or criminal act by **your family** or any person acting with **your family**, whether acting alone or in collusion with others.
- Any amount exceeding the total for any one incident as shown in the Summary of limits.
- Any exclusions which are shown under the **Legal Expenses** section of this policy.

How we settle claims for Identity Fraud

We have appointed Arc Legal Assistance to administer **identity fraud** cover on **our** behalf including the administration of claims.

You can contact **us** at:

Arc Legal Assistance Ltd,
PO Box 8921,
Colchester,
CO4 5YD

Please follow the 'How to make a claim' guidance on page 10. **We** will advise **you** of the claims process for **identity fraud** claims.

Legal liability

What is covered

The legal liability of **your family**:

- as occupier of **your home** and its land;
- as individuals
- as an employer to any of **your family's** domestic employees;

to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:

- accidental death, disease, illness or accidental physical injury to anyone;
- accidental damage to physical property

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

What is not covered

- Anything owned by or the legal responsibility of **your family**.
- Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).
- Injury or damage arising from any employment, trade, profession or business of any of **your family**.
- Liability arising from any of **your family** passing any disease or virus.
- Liability arising from the ownership or use of:
 - Motor vehicles and children's motor vehicles whether licensed for road use or not, (other than children's motorbikes with an engine capacity of 50cc or less and domestic garden machinery, motorised or electric wheelchairs, or motorised quad bikes used within the boundaries of the land belonging to the **home** and not registered for road use, the most **we** will pay for quad bikes is shown in the summary of limits).
 - any boat, wetbike, sand yacht, hovercraft, aircraft, train or hand or wind propelled watercraft (other than models).
 - gliders, hang gliders, caravans, horseboxes or trailers.
- Liability for any quad bike used by any person under 17 years old.
- Liability for any quad bike used for racing, pace-making, trials or competitions.
- Liability accepted by any of **your family** under agreement, unless the liability would exist without the agreement.
- Liability arising from any of **your family** owning land or buildings.
- Liability covered by any other policy.
- Liability arising from the Party Wall Act 1996.
- Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs' Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.
- Any defence costs and expenses incurred without **our** written consent.

How we will pay your Contents and Valuables claim

CONTENTS

Special Limits

For loss or damage to the following types of **contents**, **we** will not pay more than the amounts shown for any one claim. These special limits form part of the **contents** sum insured and do not increase the sum insured on **contents** on any other item covered elsewhere in this policy.

- Jewellery and watches £5,000
- **Items of precious metal** £5,000
- Theft from outbuildings £15,000
- **Contents** in the garden, greenhouses, garages and outbuildings £15,000
- Visitors' personal effects £5,000

Excess

The **excess** shown on the schedule applies to all claims.

Payment basis

The most **we** will pay for any one claim is the amount it will cost **us** to replace the **contents** as new or the amount required to repair the damage, whichever is less, up to the sum insured shown on **your** schedule and subject to the limits shown above or in the Summary of limits.

In the event of a claim under the Hole in One section of the policy, **you** will be required to submit certification from the Club/Match Secretary. **We** will then reimburse **you** for the expenditure you incurred, for example celebratory drinks, subject to reasonable proof of **your** expenditure.

Pairs and sets

For a claim to a pair or set, **we** will pay whichever is least of the following -

- The cost to repair the damaged property to its condition immediately before the loss
- The cost to replace the lost or damaged article

VALUABLES

Excess

The **excess** shown on the schedule applies to all claims.

Payment basis

The sum insured for **Valuables** is shown on **your** schedule. How **we** will pay **your** claim depends on the category in which the lost or damaged article falls.

The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your valuables** as new or the amount required to repair the damage, whichever is less, up to the sum insured shown on **your** schedule and subject to the limits in **your** Summary of limits.

Specified items

Total loss - if the specified item is lost or totally destroyed, **we** will pay the sum insured for that article.

Partial loss - if the specified item is partially lost or damaged, **we** will pay either:

- the cost to restore the item to its condition immediately before the loss. If the restored value is less than the market value immediately prior to the loss, **we** will pay the difference, OR;
- the reduction in market value after the loss.

The most **we** will pay for a partial loss is the sum insured for that item.

Jewellery kept in a bank or safe deposit

Specified jewellery described in the schedule as in a bank or safe deposit must be kept in the vault of a bank or in a safe deposit. **We** will insure specified jewellery kept in the bank whilst temporarily removed from the bank for a maximum of 30 days in any **period of insurance**. The most **we** will pay for jewellery temporarily removed from the bank or safe deposit is £25,000 for any one claim.

CONTENTS

- The cost to make up the difference between its market value immediately before and after the loss

However, if **you** surrender the undamaged article(s) of the pair or set to us and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair or set.

Inflation protection

We will change the sum insured on **contents** shown on **your** schedule in line with a recognised index.

If these sums insured increase because of index linking, **we** will not make any extra charges until **you** renew **your** policy. **Your** new premium will be based on the new sums insured shown on **your** schedule.

For **your** protection, **we** will not reduce **your** sums insured or limits if the index moves down unless **you** ask **us** to.

VALUABLES

If **you** advise us in advance, cover can be arranged for items removed from the bank for more than 30 days, or for an amount over £25,000. This will be subject to additional terms and/or premium.

Unspecified items

The most **we** will pay is the unspecified single article limit for loss to any one article, as shown on **your** schedule.

Pairs and sets

For a claim to a pair or set, **we** will pay whichever is least of the following -

- The cost to repair the damaged property to its condition immediately before the loss
- The cost to replace the lost or damaged article
- The cost to make up the difference between its market value immediately before and after the loss

However, if **you** surrender the undamaged article(s) of the pair or set to **us** and **we** agree to accept, we will pay you the full replacement cost of the entire pair or set.

Inflation protection

We will change the sum insured on **valuables** shown on **your** schedule in line with a recognised index.

If these sums insured increase because of index linking, **we** will not make any extra charges until **you** renew **your** policy. **Your** new premium will be based on the new sums insured shown on **your** schedule.

For **your** protection, **we** will not reduce **your** sums insured or limits if the index moves down unless **you** ask **us** to.

Legal Expenses

The words with special meaning which apply to this section are listed on page 37. **You** should look at these.

This part of the policy explains the cover **we** provide for **legal expenses** up to the amount shown in **your** schedule for **any one claim** unless **your** schedule states 'Not insured under this policy'.

This section of **your** policy provides **you** with access to a wide range of effective solutions, including professional mediation, that are designed to address **your** individual circumstances.

The cover at a glance

- Personal injury
- Consumer protection
- Residential
- Employment
- Legal Defence
- Jury Service
- Tax

If you need legal advice

If **you** or **your family** need legal advice on any personal or domestic matter or are unsure of the best way forward, just call **our** free legal helpline on the number shown on page 12, for expert advice and guidance at any time of the day or night.

If you think you might have a claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible in writing by filling in a claim form that can be obtained from Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD.

Words with special meanings

Words used in this section of the policy that have special meanings are shown below, each word is listed and its meaning explained. These words have the meanings shown wherever they appear in this section.

There are other words with special meanings listed on pages 6 to 9 and **you** should also look at these.

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **your family**.

Glossary of legal terms

The following is a glossary of some legal terms **we** have used in this section.

| Legal term | Meaning |
|-----------------------|--|
| Arbitration | A meeting held in private to settle a dispute about the policy. This is less formal than a court hearing. |
| Disbursements | Money that your solicitor has spent on your behalf in dealing with your case. These amounts are different from your solicitor's own fees and will be shown as a separate item on your solicitor's bill. |
| Expert witness | A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in court . |

Words with special meanings are printed in **bold** throughout the policy. **You** will find these words in pages 6 and 9. The words below have meanings that only apply to this section of the policy.

| Word | Meaning |
|-----------------------------|---|
| Any one claim | All legal proceedings , including appeals, arising from or relating to the same original cause or event. |
| Court | A court or other appropriate authority. |
| Arc Legal Assistance | Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD. |
| Full enquiry | Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of your tax affairs in detail. |
| Goods | Items you own or for which you are legally responsible, except motorised vehicles or parts of them, land, buildings, or items used for business purposes. |
| Insurer | Royal & Sun Alliance Insurance plc |
| Legal expenses | Your representative's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs. This includes costs following an 'out-of- court ' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay. |
| Legal proceedings | Legal action in a civil court to protect your rights in a dispute. |
| Representative | The solicitor or other suitably-qualified person appointed to act for you . |
| Territorial limits | Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and islands in the Mediterranean. |
| We, us, our | Royal & Sun Alliance Insurance plc. We have appointed Arc Legal Assistance to administer legal expenses on our behalf including the administration of claims. |
| You, your | The person or people included within the meaning of you, your and the members of your family as explained on page 9. |

What is covered

We provide the following cover for **legal expenses** up to £100,000 in total for **any one claim**. The cause of the action must happen within the **territorial limits** and during the **period of insurance**. The **legal proceedings** must be taken or defended in the **territorial limits**. **You** must have told **us** about the claim within six months of the cause of action arising. **We** must have given **our** agreement to support **your** claim.

Personal Injury

The cost of **you** taking **legal proceedings** against another person or organisation as a result of an event which causes **your** death, or bodily injury.

Consumer Protection

- 1 The cost of **you** taking **legal proceedings** against another person or organisation as a result of:
 - A) a dispute over a contract for buying, selling or renting **goods** or services;
 - B) a person or organisation breaking the requirements of Part II, Section 13 of the Data Protection Act 1998; and where breaking those requirements results in **you** losing money.
- 2 The cost of defending a legal action brought against **you** as a result of a dispute over a contract for buying, selling or renting **goods** or services.

What is not covered

- Anything which is excluded on page 42 of this part of the policy and the policy exclusions on page 50 and 51.
- Defending civil **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone; or
 - loss or destruction of, or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).
- Any claim to do with a motor vehicle, its parts or accessories (except a claim against another person or organisation for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle).
- Any claim where the amount in dispute is less than £250.
- Anything which is excluded on page 42.
- Any dispute over a contract which arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.
- Any matter connected with a moneymaking activity.
- Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. (This does not apply to common home-improvements such as installing double-glazing or replacing kitchens or bathrooms.)
- Any dispute connected with letting, subletting, or allowing another person to live in **your home**.
- Anything to do with a motor vehicle, its parts or accessories.
- Any claim where the amount in dispute is less than £250.
- Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

What is covered

Residential

- 1 The cost of **you** taking **legal proceedings** against another person or organisation as a result of:
 - A) a person or organisation interfering with **your** legal rights relating to **your home**, (**you** must be legally entitled to live in the **home**);
 - B) a dispute over a contract in **your** name to buy or sell **your home** or former **home** or to rent **your home** as a tenant; or
 - C) an event which causes loss of or damage to **your home**.
- 2 The cost of defending legal action brought against **you** as a result of:
 - A) **you** allegedly interfering with another person's legal rights in connection with **you** owning or living in **your home**. **You** must be legally entitled to live in the **home**.
 - B) a dispute over a contract in **your** name to buy or sell **your home** or former home or to rent **your home** as a tenant.

Employment

The cost of **you** taking **legal proceedings** against **your** employer over **your** contract of employment. As soon as **you** knew of the dispute **you** must have taken and followed legal advice from **us**.

Legal Defence

The cost of defending legal action brought against **you** in the territorial limits as a result of a prosecution which results from **your** normal duties as an employee. This includes **legal proceedings** concerning race, sex or disability discrimination and data protection.

What is not covered

- Anything which is excluded on page 42.
 - An event which happens less than 90 days after the insurance first started.
 - Any **legal proceedings** over loss or damage covered under a more specific insurance policy.
 - Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. (This does not apply to common home-improvements such as installing double-glazing, replacement kitchens or bathrooms).
 - Any dispute about letting, subletting or allowing another person to live in **your home**.
 - **Legal proceedings** between **you** and a government department or a local authority, unless **you** could lose money if **your** case is not successful.
 - Any matter connected with a moneymaking activity.
 - Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.
 - Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.
-
- Anything which is excluded on page 42.
 - A dispute with **your** employer or legal action brought against **you** less than 90 days after the insurance first started.
 - Any matter connected with a moneymaking activity other than a dispute with **your** employer over **your** contract of employment.
 - Defending civil legal proceedings that are connected with **your** duties as a member of a profession or **your** duties as a director or officer of any company.
 - Anything which is excluded on page 42.
 - A dispute with **your** employer or legal action brought against **you** less than 90 days after the insurance first started.
 - Defending any motoring prosecutions.
 - Defending civil **legal proceedings** that are connected with **your** duties as a member of a profession or **your** duties as a director or officer of any company.

What is covered

Jury Service

The **insurer** will indemnify **you** in respect of loss of verified earnings when required to attend **court** to serve as a member of a jury. The sum payable shall not exceed £150 per day and £2,500 in total during the period of insurance and shall not include any sums of money recoverable from the **court** or **your** employer.

Tax

The cost of **your representative** acting for **you** in a Revenue Investigation into **your** income and records to decide how much tax **you** have to pay under the following sections of the Taxes Act 1988.

- 1 Section 19, Schedule E of the Taxes Act 1988 on:
 - **your** wages or salary; and
 - **your** pension.
- 2 Section 18, Schedule D of the Taxes Act 1988 where it relates to income **you** have received on:
 - investments in the UK; and
 - investments overseas; in securities listed on a recognised national or international stock exchange.This cannot be **your** main source of income.

What is not covered

- Anything which is excluded on page 42.
- Anything which is excluded on page 42.
- Any tax, interest or penalties **you** may have to pay to the Inland Revenue.
- Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation. Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the legal deadline.
- An enquiry by the Inland Revenue which is only concerned with one or more specific areas of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.
- Any change in an Inland Revenue Investigation or enquiry when it becomes clear that they suspect serious fraud.
- Any income **you** have earned as a self employed person.
- Any matter connected with a moneymaking activity (other than **your** contract of employment or a normal private investment) or personal liability including:
 - **your** business, trade or profession;
 - a personal venture for gain;
 - a share in a partnership or a joint venture for gain;
 - an investment which is not listed on a recognised national or international stock exchange
 - a personal guarantee or indemnity.
- Any money which the **insurer** has already paid if **you** later withdraw, without **our** agreement, from the defence of a **full enquiry** by the Inland Revenue.
- Any money which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the Inland Revenue.
- Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

Legal Expenses Exclusions

These exclusions apply to all of the **legal expenses** section of this policy. **You** should also read the policy exclusions which are on page 50 of **your** wording.

Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.

Any event, dispute or cause of action that first happened or started before **you** took out this insurance.

An event which **you** report to **us** more than six months after it happened. **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.

Legal proceedings where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.

Any **legal expenses you** could claim under any other insurance.

Any **legal proceedings** over loss or damage covered under a specific insurance policy.

A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

Defending civil **legal proceedings** that are connected with:

- death, disease or illness of or bodily injury to anyone;
- **your** duties as a member of a profession or **your** duties as a director or officer of any company;
- the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.)

Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)

Any **legal proceedings** between **you** and **your** husband, wife or **partner**, or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.

Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.

Any dispute with **us** or the **insurer** that is not dealt with under the arbitration condition on page 43 of this part of the policy.

Any direct or indirect liability, loss or damage caused:

- to equipment because it fails correctly to recognise the date change to year 2000 or any other date in a way that it does not work properly or at all; or
- by computer viruses.

This does not apply to **legal expenses** connected with claiming compensation following **your** death or bodily injury.

Legal Expenses Conditions

Pages 46 sets out the policy conditions that **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

Preventing Legal Proceedings

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible.

Arbitration

If there is a dispute between **you** and **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover these costs.

You can still use the complaints procedure shown on page 56.

How we will pay your Legal Expenses claim

These conditions apply when **you** make a **legal expenses** claim. **You** must keep to these conditions as **your** part of the **legal expenses** contract.

1 Telling us about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as reasonably possible by filling in a claim form.

You must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may need. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**.

The **insurer** will not cover **legal expenses** involved in **your representatives** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within six months of the cause of action arising.

2 Giving our agreement

We will agree if all of the following apply:

- **We** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- The **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **period of insurance**.
- The **legal proceedings** will be dealt with by a **court** within the **territorial limits**.
- **You** have kept to the terms and conditions of the policy and none of the exclusions listed on page 42 of this part of the policy and page 50 apply to **your** claim.

In circumstances where **we** have chosen a **representative** to act on **your** behalf **we** will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this policy.

Where **you** have chosen **your** own **representative** any **legal expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the policy.

The decision to grant consent will take into account the advice of **your representative** as well as that of **our** own advisers. **We** may require, at **your** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If, during the claim, **we** think that there is no longer a reasonable chance of **your** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your** claim, **we** will tell **you** why.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under this Claims Settlement Condition and are successful, **we** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

3 Choosing a representative

In the period before **Court** papers need to be issued (or have been received) **we** may refer **your** case to a suitably qualified **representative** to act on **your** behalf.

At the point where **Court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**.

You will need to satisfy **us** that **your representative** has the appropriate experience and skills to handle **your** claim.

Where **we** agree to the appointment of a **representative** of **your** choice **you** must confirm that **your representative** will not charge more than a **representative** chosen or suggested by **us**, or that **you** will pay any difference between **your** chosen **representative's** fees and those of a **representative** chosen or suggested by **us**. **We** will not pay **your** choice of **representative** more than **we** would pay our own choice of **representative**.

In selecting the **representative** **you** shall have a duty to minimise the cost of **legal proceedings**. If **your** choice of **representative** has to undertake

work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. Any **representative you** choose is appointed to act for **you**.

If **we** and **you** cannot agree whether **court** papers need to be issued or the choice of **representative**, **you** can take the matter to an independent arbitrator. This process is set out on page 43.

4 Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without getting **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the **insurer** has paid or has been asked to pay.

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered. The **insurer** and **you** will each receive the same percentage as originally paid.

5 Information your representative will need from you

You must give **your representative** all the information and help he or she may need. This will include a truthful account of the facts of **your** case and any paperwork to do with **your** case. **You** owe the same obligations to **us** as to **your representative**.

6 What you and your representative must do for us

We must be able to contact **your representative**. **You** and **your representative** must cooperate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files. This includes the truthful account of the facts of **your** case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or expert witness, **we** will agree if **we** think it is reasonable. **You** must give **us** the name of the barrister or expert witness, and the reasons why **you** need one.

7 Appealing against a court's decision

If **you** want to appeal against a **court's** decision, **you** must give **us your** reasons for bringing the appeal. **We** will give **you our** agreement if all of the following apply:

- **You** must tell **us** that **you** want to appeal as soon as **your** right of appeal arises. This is because strict time limits may apply.
- The appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of the claims settlement condition titled Giving our agreement on page 44.
- **Your** appeal meets the requirements of claims settlement condition 2 in the same way as **your** initial claim for **legal expenses**.

8 What action we may take

We may take over, in **your** name, all legal action in any of the following circumstances:

- If the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the small claims court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** or barrister in time.
- If **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the **court** to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If **you** withdraw from defending a **full enquiry** by the Inland Revenue without **our** agreement, **we** will be entitled to recover from **you** any amounts the **insurer** paid during the defence.

Policy Conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

There are other conditions of insurance applicable to the **Legal Expenses** section on page 43.

Taking care

Your family must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. **Your family** must keep all the property in good condition and in good repair.

Changes in your circumstances

Using the address on the front of **your** schedule, **you** must tell **us** or **your** insurance adviser within 30 days as soon as **you** know about any of the following changes:

- **you** are going to move **home** permanently
- someone other than **your family** is going to live in **your home**
- if the **home** is used for any business or professional purposes
- **your home** is going to be used for short periods each week or as a holiday home
- **your home** is going to be unoccupied. For the purposes of this condition unoccupied means **your home** is going to be left without any occupants for more than a total of 60 days in any **period of insurance**
- the number of bedrooms in the **home** has changed
- **you** or any member of **your family** has received a conviction for any offence except for driving
- if **you** intend to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more the £25,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into a contract for the works. **We** may then alter the terms of the cover provided under the policy. If **you** do not tell **us** about the building works, **we** will not pay any claim caused by or resulting from the building works. **You** do not have to tell **us** about routine repairs, maintenance or decoration

- any increase in the value of **your** items or the rebuilding cost of **your buildings**
- a change in **your** occupation

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Fraud

If dishonesty (including the use of fraudulent means or devices) or exaggeration is used by **your family** or anyone acting on behalf of **your family**:

- to obtain a claims payment under **your** policy; or
- to promote or substantiate a claim whether the claim is genuine or not; or
- to obtain cover for which **you** do not qualify; or
- to obtain cover at 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**.

Transfer of interest

You cannot transfer **your** interest in the policy without **our** written permission.

Cancelling the policy

If **you** wish to cancel **your** policy please write to **us** at the address or call the number shown on **your** schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **period of insurance**.

Cancellation by you within the first 14 days

If **you** cancel the policy within 14 days of the date you receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.

Cancellation by you after the first 14 days

If **you** cancel the policy after 14 days of the date you receive **your** policy documents, **we** will refund premiums already paid for the remainder of the

current **period of insurance**, provided no claim has been made during the current **period of insurance**.

Where we cancel your policy

Please also refer to the Fraud and to the Changes in Circumstances policy conditions.

We may also cancel the policy where **we** have identified serious grounds, including but not limited to;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

we will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

Where **we** have agreed to **you** paying **your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **we** reserve the right to cancel **your** policy by giving **you** 14 days notice at **your** last known address and **you** will no longer be insured by **us**.

If **your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **we** reserve the right to also terminate that linked loan agreement.

Cancelling the monthly premium instalment agreement

Your policy has a normal **period of insurance** of twelve months so **your** legal contract with **us** is for this period. **We** may have agreed to **you** paying **your** premium in monthly instalments.

Where **we** have agreed to **you** paying **your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **we** reserve the right to cancel **your** policy by giving **you** 14 days notice at **your** last known address and **you** will no longer be insured by **us**.

If **your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **we** reserve the right to also terminate that linked loan agreement.

If **you** want to cancel the schedule of payments but not **your** policy, **you** must write to **us** at the address given on **your** schedule. **We** will then send **you** a reply telling **you** how much **you** will have to pay for the rest of the **period of insurance**. If this amount is not paid by the date given in **our** reply to **you**, then **we** will cancel all cover under **your** policy.

If **you** want to cancel the monthly premium instalment agreement, **you** should also tell **your** bank, building society or Girobank to cancel **your** direct debit arrangement.

Financial Sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 48 headed "Claims Conditions". **You** should also refer to any conditions shown under individual sections of **your** policy.

Claims Conditions

These are the claims conditions **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

There are other conditions of insurance applicable to the **Legal Expenses** section on page 44 and 45.

What you must do

If someone is holding any of **your family** responsible for an injury or any damage, nobody in **your family** must admit they were responsible. Tell **us** as soon as possible and give **us** full details in writing as soon as **you** can. If any of **your family** receive any writ, summons or other legal document, send it to **us** straightaway without answering it.

If **you** find a **credit card** is missing, tell the credit card company immediately. Then tell **us** as soon as **you** can.

If **you** or **your family** are the victims of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your home**, tell the police immediately upon discovery and ask for a crime reference or loss number and tell **us** as soon as **you** can, or in case of riot tell **us** immediately.

For any other claims, tell **us** as soon as possible.

You should do all **we** ask **you** to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or **credit card** statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property

- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Rights and responsibilities

We may need to get into a building that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help us to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

We have the right, at **our** expense and in **your** name, too:

- take over the defence or settlement of any claim;
- start legal action in **your** name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must provide **us**, with any information and assistance **we** may require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for **building** repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.'

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Mortgages non invalidation

The rights of the mortgagee under this policy will not be prejudiced by any act of the mortgagor of **your home** provided that the mortgagee gives notice in writing to **us** as soon as possible on becoming aware of such act and pays any reasonable additional premium.

Duplication of covers

If a loss is covered under more than one part of the policy, **we** will pay **you** under the part giving **you** the most cover, but not under more than one part. However, when both **Valuables** unspecified cover and **Contents** cover are shown in the schedule and a loss is covered under both parts, **your** amount of cover will equal the combined total of both **Contents** and **Valuables** unspecified sums insured. In no event will **we** make duplicate payments.

Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

Policy Exclusions

These exclusions apply to all the sections of **your** policy with the exception of Pollution or contamination and Rot, which do not apply to the **Legal Expenses** section.

This insurance does not cover:

Breakdown

Loss or damage by mechanical, electrical or electronic breakdown.

Confiscation

Confiscation or destruction by customs or other official bodies.

Date change and computer viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all;
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all;
- computer viruses:

but any claim for legal expenses / benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this policy which has a microchip in it. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

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 **your family**.

Maintenance

The cost of maintenance and routine decoration.

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of any intentional act, and, which occurs during any **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Radioactive contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion, or revolution.

Wear and tear

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

How we use your Information

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MoreThan. We also provide insurance services in partnership with other companies.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data". For marketing, you will always be given a choice over the use of your data.
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.

- **Legitimate Interests:** We will also process your personal information where this processing is in our “legitimate interests”. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we’ll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);

- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a) If you believe that the information we hold about you is inaccurate, or;

- b) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
- a) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
 RSA
 Bowling Mill
 Dean Clough Industrial Park
 Halifax
 HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
 Wycliffe House
 Water Lane
 Wilmslow
 Cheshire
 SK9 5AF

Complaints Procedure

Our commitment to Customer Service

At RSA **we** are committed to going the extra mile for **our** customers. If **you** believe that **we** have not delivered the service **you** expected, we want to hear from **you** so that **we** can try to put things right.

Our promise to you

We will:

- acknowledge **your** complaint promptly;
- investigate **your** complaint quickly and thoroughly;
- keep **you** informed of progress;
- do everything possible to resolve **your** complaint fairly;
- ensure **you** are clear on how to escalate **your** complaint, if necessary

Step 1

If **your** complaint relates to **your** policy then please contact your insurance advisor or RSA on the number shown in **your** schedule. If **your** complaint relates to a claim then please call the claims helpline number shown in **your** policy booklet.

We aim to resolve **your** concerns on an informal basis, within three business days. Where **we** have been able to, **we** will send **you** a letter confirming this. We'll also explain how **you** may be able to refer the matter to the Financial Ombudsman Service if **you** subsequently decide that **you** are unhappy with the outcome.

Step 2

In the unlikely event that **we** are unable to resolve your concerns through **our** informal complaints process, **our** customer relations team will then review the matter on behalf of our Chief Executive. Once **our** customer relations team have reviewed **your** complaint they will send **you** a final decision in writing within 8 weeks of the date **we** received **your** complaint.

Our customer relations team's contact details are as follows:

Post: RSA
Customer Relations Team
P O BOX 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If **you** are still unhappy after our customer relations team's review, or **you** have not received a written offer of resolution within 8 weeks of the date we received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567
(free on mobile phones and landlines)
0300 1239123 (costs no more than
calls to 01 or 02 numbers)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of **our** final response to refer **your** complaints to the Financial Ombudsman Service. This does not affect **your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value **your** feedback and at the heart of **our** brand **we** remain dedicated to treating **our** customers as individuals and giving them the best possible service at all times. If **we** have fallen short of this promise, **we** apologise and aim to do everything possible to put things right.

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.
Authorised by the Prudential Regulation Authority and regulated
by the Financial Conduct Authority and the Prudential Regulation Authority.
For your protection, telephone calls may be recorded and monitored.