

Britannia Home Builder

A single insurance policy
to cover your home and its contents

Britannia

part of The **co-operative** bank

Index

Home Builder Household Insurance Policy

Your Schedule Enclosed separately

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Introduction

Thank you for taking out Britannia's Home Builder household insurance provided by Legal and General Insurance. This is your policy. Please keep it in a safe place, with your schedule.

We have tried to make your policy as straightforward as possible by:

- Wording it as simply as we can
- Structuring the document in a way which should make it easy to follow.

Your schedule shows the cover (Gold, Silver or Bronze) you have chosen, please check that you have the cover you want. If you do have any queries, or wish to change your cover you should contact us per the details shown on your schedule or contact your insurance adviser.

Important

Please make sure you notify us as soon as reasonably possible if there are any changes to your circumstances which may affect this insurance, for example changing your address, the use or nature of your home.

Finally, we are committed to your satisfaction and if you do have a complaint, the full procedure is described on the following page.

Commencement of Cover

The buildings cover commences automatically on the date contracts are exchanged on your purchase of the home or the issue of the mortgage loan offer by *Britannia* whichever is the later.

All other cover commences when your purchase of the home is completed and you occupy your home.

If you Change your Mind

If you decide that you do not want this policy, we will refund any premium already paid for the unexpired period of cover, provided that you notify us no later than 14 days after the start date of your cover, or after you receive your policy, whichever is later.

At renewal, if you decide you no longer want this policy after you've paid the renewal premium, we will refund any premium already paid for the unexpired period of cover, provided that you notify us no later than 14 days after the renewal date.

See also General Condition 9 in this policy which explains what happens if you decide to cancel the policy more than 14 days after its start or renewal.

Law Governing the Contract

This contract is governed by the law of England and Wales. We will communicate in English throughout the course of this contract.

Cancellation of this Insurance

1. If you decide you do not wish to accept this Policy, you are entitled to cancel this insurance by writing to Britannia Insurance Administration within 14 days of either:
 - the date you receive your policy documentation; or
 - the start of the period of insurancewhichever is the later. Providing you have not made any claims we will refund the premium.
2. You can also cancel this insurance at any time during the period of insurance by writing to Britannia Insurance Administration. Any return premium due to you will depend on how long this insurance has been in force.
No return of premium will be given if a claim has occurred during the period of insurance.
3. We can cancel this insurance by giving you 14 days notice in writing, which we will send to the address shown in the schedule. Any return premium due to you will depend on how long this insurance has been in force.

Financial Service Compensation Scheme

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Customer Service

Our aim is at all times to provide a first class standard of service. However, there may be occasions when you feel that this has not been achieved.

If your complaint relates to the product or you are dissatisfied with the service provided by Britannia, please contact your local Britannia branch or the department you have been dealing with. You can choose to contact them either by telephone, in writing, in person at the branch or via our website www.britannia.co.uk. More information about the complaint process is summarised in a leaflet "when things need sorting out". Please let us know if you would like a copy.

If your complaint is still unresolved you can contact our Customer Feedback Centre who will review your complaint and provide a final response. Their details are; Customer Feedback Centre C097, Britannia, Leek, Staffordshire Moorlands, ST13 5RG. Telephone 01538 391744. Calls may be recorded or monitored. Lines are open from 8am – 6pm Monday to Friday, 9am -12 noon Saturdays.

If your complaint relates to a claim or the service provided by Legal & General Insurance, you can contact them by writing, quoting your claim number where applicable, to: The Customer Relations Manager, Legal & General Insurance, Centre City House, The Podium, 5 Hill Street, Birmingham, B5 4US. You can also contact the Customer Relations Manager on 0870 900 5564.

If you are unaware who your complaint is best addressed to contact Britannia for guidance.

If you remain dissatisfied following the final response from either Britannia or Legal & General Insurance Limited, you can complain to:-

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone number 0845 080 1800. Lines are open from 9am-5pm Monday to Friday. Making a complaint will not affect your legal rights.

Preamble

1. The policy booklet, the schedule, any applicable endorsements, appendices and memoranda (that may be issued to **you** at renewal) must be read together as one contract. Any word or expression to which a specific meaning has been given either in the Policy Definitions or the Section Definitions bears the same meaning wherever it appears printed in bold type.
2. This is an annually renewable contract. In return for having received and accepted **your** first premium, and any further premiums **we** may require, **we** will insure **you** under those sections shown on **your** schedule against loss, damage or liability occurring during the **period of insurance** subject to the terms and conditions of this **policy**.

Policy Definitions

(These only apply to sections 1-3)

Britannia

Britannia is a trading name used by The Co-operative Bank p.l.c.

Accidental Breakage

Sudden unintentional and unexpected physical breakage that can be seen.

Accidental Damage

Sudden unintentional and unexpected physical breakage that can be seen.

Business Equipment

(not available on Bronze cover)

Computers, modems, keyboards, monitors, printers, word processing and computer-aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipments, facsimile machines, photocopiers, typewriters and office furniture.

Computer Virus

Any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.

Credit Cards

Credit cards, charge cards, cheque cards and cash dispenser cards all held solely for private or domestic purposes.

Electronic Equipment

i) any computer equipment, system or software; or ii) any product, equipment or machinery containing, connected to or operated by means of a data processor chip.

Electronic Failure

Any loss or damage to any property (including computers and loss or corruption

of data) caused, directly or indirectly by the failure of any **electronic equipment**, whether belonging to the insured or not, to correctly recognise, accept, respond to or process any date or part of a date or any data instruction.

Excess

The first part of a claim which **you** must pay as shown in **your** schedule or policy booklet. If claims are made under two or more sections for loss or damage by the same insured cause at the same time, only one excess will be deducted from the total amount of the agreed claim.

Home

The private dwelling, garage and domestic outbuildings at i) the address stated on the schedule ii) any other address detailed by endorsement.

Insured

The **policyholder** and any member of the **policyholder's** family permanently residing at the **home**.

Insurer

Legal and General Insurance Ltd.

Money

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.

Pair or Set

Articles which are complimentary to one another or used together.

Period of Insurance

The period of insurance stated on **your** schedule.

Policy

The policy booklet, the schedule, and any applicable endorsements, appendices and memoranda which may apply.

Policyholder

The person(s) named as **policyholder** on the schedule.

Sanitaryware

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools or hot tubs.

Us, We or Our

Legal and General Insurance.

Valuables

Articles of jewellery, pearls, gemstones, gold, silver or precious metal.

Pictures, works of art and curios.

Stamp or coin collections.

Computers.

Watches.

Software, data, files and downloads stored on any computer, entertainment, audio or video equipment.

You or Your

The **policyholder** and any member of the **policyholder's** family permanently residing at the **home**.

Buildings and Property Owners' Liability

SECTION 1

Building - Definitions Buildings

The **home**, and its landlord's fixtures and fittings, permanently installed swimming pools and hot tubs, tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges, permanently connected service tanks, drains, pipes, cables and central heating oil tanks, wind turbines, solar panels and ground source heating pumps all sited within the boundaries of the land belonging to the **home**.

PART 1

Buildings

The **buildings** are insured against loss or damage caused by

1. Fire, smoke, explosion, lightning or earthquake
2. Riot, civil commotion, strikes or labour disturbances
3. Malicious acts or vandalism

but excluding

- The first £50 of each and every incident of loss or damage under Part 1 of this Section (other than for 5. Subsidence or heave of the site on which the **buildings** stand or landslip), or the **excess** shown in **your** schedule whichever is greater.

We will not pay for

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days
- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage
- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants

The **buildings** are insured against loss or damage caused by

4. Storm or flood

5. Subsidence or heave of the site on which the **buildings** stand or landslip

6. Theft or attempted theft

We will not pay for

- Loss or damage caused by frost, subsidence, heave or landslip
- Loss or damage to fences, gates and hedges

- The first £1,000 of each and every incident of loss or damage
- Loss or damage
 - a) to swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless the **home** is damaged by the same cause and at the same time
 - b) caused by compaction of infill
 - c) occurring whilst the **buildings** are undergoing demolition, structural alterations or structural repairs
 - d) caused by settlement, shrinkage or expansion
 - e) caused by river or coastal erosion
 - f) arising from defective design, defective materials, or faulty workmanship
 - g) arising from movement of solid floors unless the foundations beneath the exterior walls of the **home** are damaged by the same cause and at the same time

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days

- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met

The **buildings** are insured against loss or damage caused by

7. Escape of water from or frost damage to any washing machine, dishwasher or plumbed-in domestic water or heating installation

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal

9. Leakage of oil from any fixed oil-fired heating installation

We will not pay for

- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days
- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage
- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days

The **buildings** are insured against loss or damage caused by

10. Falling trees and branches

11. Falling television and radio receiving aerials, aerial fittings or masts

This section also provides insurance against

12. **Accidental damage** to underground pipes or cables serving the **buildings** and/or the costs of breaking into blocked sewers and repairing the pipe between the main sewer and home following blockage of the pipe

13. **Accidental breakage** of

i) fixed glass including ceramic hobs forming part of the **buildings**

ii) fixed **sanitaryware** forming part of the **buildings**

We will not pay for

- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage
- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met

- Loss or damage to trees and branches

We will not pay for

- Damage for which **you** are not legally responsible

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days

- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met

Paragraph 14 only applies if your schedule shows that Accidental Damage is included

The **buildings** are insured against

14. **Accidental damage** however caused

We will not pay for

- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met

We will not pay for

- **Electronic failure**
- The cost of maintenance and normal redecoration
- Damage caused by settlement or shrinkage
- Damage caused by wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions or other gradually operating cause
- Damage caused by chewing, scratching, tearing or fouling by domestic pets
- Damage caused by faulty workmanship, defective design, or the use of defective materials
- Any damage specifically excluded elsewhere in this section.

We also provide cover for

A. Loss of Rent and Alternative Accommodation.

During the period **your home** is made uninhabitable by any cause insured under this section **we** will pay for

- i) loss of rent which ceases to be payable to **you**
- ii) any ground rent which continues to be payable by **you**
- iii) the cost of comparable alternative accommodation if **you** are the occupier.

B. Any purchaser following the sale of the **buildings**.

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit of the cover provided by Part 1 of Section 1 of this **policy** between exchange of contracts and completion of the sale provided that

- i) the purchaser completes the purchase and
- ii) the **buildings** are not otherwise insured.

C. Additional Costs.

If the following costs are incurred with **our** consent in making good the insured loss or damage **we** will pay for

- i) architects', surveyors', consulting engineers' and legal fees
- ii) the cost of clearing the site and making safe the damaged parts of the **buildings**
- iii) costs incurred solely because of the need to comply with any statutory requirement or local authority bye-law
- iv) the cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire

D. Legal Fees which **you** have to pay to repossess **your home** following occupation by squatters up to £10,000.

E. Tracing and accessing leaks.

The insurance provided by paragraphs 7 and 9 of this section also covers the reasonable costs involved in tracing the source of the damage and the replacement or repair of any walls, floors or ceiling in the **home** damaged in the course of these investigations up to £5,000.

We will not pay for

- Fees incurred in the preparation of a claim
- The cost of stabilising the site
- The cost of removing trees other than as is necessary to enable repairs to be carried out
- Costs arising from a notice served prior to the date of the loss or damage

- Fees incurred without **our** permission

Inflation Protection Under Part 1

The sum insured under Section 1 is linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. If this index ceases to be published **we** will use a suitable alternative index.

Each month the sum insured is automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

During the period of repairs resulting from loss or damage the sum insured will continue to be index linked provided **you** ensure that the work is carried out without delay.

Claims Settlement Under Part 1

1. Rebuilding Cost Guarantee

In the event of any insured loss or damage to **buildings** insured under this **policy** the basis of claims settlement will be the actual cost incurred, less any amount for which **you** are responsible, in repairing or reinstating any loss or damage caused by an insured peril without any deduction for wear and tear even if at the time of damage the **sum insured** is less than the cost of completely rebuilding the **home** in its original form size and condition as when new provided that

- (a) the initial sum insured did not exceed
 - £250,000 for Bronze cover
 - £400,000 for Silver cover
 - £500,000 for Gold cover

(b) the sum insured at the commencement of cover was

(i) assessed by a qualified surveyor prior to the commencement of the policy, or

(ii) as agreed by **Britannia** and kept in **Britannia's** records

(c) the sum insured on buildings has since the commencement of cover been continuously index linked

(d) any extensions modifications or improvements to the **buildings** have been notified to **Britannia** and the sum insured increased accordingly

(e) the **buildings** have up to the time of the loss or damage been maintained in good repair

(f) the repair or reinstatement is carried out without undue delay

(g) In **our** opinion the **buildings** are capable of economical repair.

If repair or reinstatement is not carried out

(a) because in **our** opinion the **buildings** cannot be economically repaired or reinstated **we** will pay the reduction in market value resulting from the damage less any amount for which **you** are responsible, or

(b) for any other reason **we** will pay an amount equivalent to the reduction in market value resulting from the damage, but not exceeding what it would have cost **us** to repair the **buildings** if the repair work had been carried out without delay, less any amount for which **you** are responsible.

(ii) In the event of any insured loss or damage to **buildings** insured under Section 1 of the **policy** and paragraph 1(i) above not applying, the basis of claims settlement will be the cost to **us** of repair or reinstatement with no deduction for wear and tear from any amount payable provided

(a) the total amount payable in settlement does not exceed the **buildings** sum insured less any amount for which you are responsible

(b) the **buildings** are maintained in good repair

(c) the **buildings** have been made good and the work carried out without delay

(d) the sum insured on **buildings** at the time of the loss or damage represents not less than the cost of reconstructing all of the **buildings** in the same form size style and condition when new.

In the event of either (b), (c) or (d) not being complied with **we** will only pay the cost to **us** of repair or reinstatement after allowance has been made for wear and tear of that part of the **buildings** suffering loss or damage.

If repair or reinstatement is not carried out **we** will only pay an amount equivalent to the reduction in market value resulting from the damage but not exceeding what it would have cost to **us** to repair the damage, if the repair had been carried out without delay less any deduction for wear and tear if applicable and any amount for which **you** are responsible.

2. The sum insured on **buildings** will not be reduced following payment of a claim provided as soon as possible any reasonable recommendations **we** make to prevent further loss or damage and any damage is made good without delay.

3. Payments of additional costs will be subject to the work being completed within 12 months of the date of the damage or such further time as **we** in writing agree.

4. The maximum amount payable for loss of ground rent shall not exceed the equivalent of two years rental. The maximum amount payable in total for Loss of Rent (including ground rent) and Alternative Accommodation shall not in respect of any one claim exceed 20% of the **buildings** sum insured. Such an amount shall be payable in addition to our maximum liability for **buildings** and additional costs.

Part 2

Property Owners' Liability to Third Parties

We will indemnify **you** against liability at law for damages payable in respect of

- death or bodily injury (including disease and illness)
- loss of or damage to material property caused by an accident occurring during the **period of insurance** and incurred by **you**
 - a) as owner of the **buildings**
 - b) in respect of any **buildings** previously owned and occupied by **you** for residential purposes and incurred by virtue of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 provided that
 - no other policy covers the liability
 - **you** had sold the buildings before the incident giving rise to the liability occurred.

If **you** cancel this **policy** when **you** sell **your home** the cover provided by paragraph b) above will continue for 7 years from the date that cover was cancelled, provided no other policy covers the liability.

We will not pay for liability arising from

- Death of or bodily injury (including disease and illness) to the **insured** or any person employed by the **insured**
- Loss of or damage to material property belonging to **you** or under **your** charge or control
- **Your** business or profession
- Accidents for which **you** may be responsible as occupier of the **buildings**
- The use or possession of lifts or mechanically propelled vehicles
- A contractual obligation

Claims Settlement Under Part 2

The maximum amount **we** will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident. **We** will also pay all legal costs and expenses which **you** have to pay provided they are incurred with **our** written consent. If **you** die **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured by this **policy**.

Contents in the Home and Occupiers Liability

SECTION 2

Contents - Definitions Contents

Household goods, personal belongings and **business equipment** owned by **you** or for which **you** are legally responsible including

- i) **money** - not exceeding £200 on Bronze and Silver cover and £500 on Gold cover
- ii) fixtures and fittings
- iii) pedal cycles not exceeding £500 for any one pedal cycle.

in the **home**

PART 1

Contents

The **contents** are insured against loss or damage caused by

1. Fire, smoke, explosion, lightning or earthquake
2. Riot, civil commotion, strikes or labour disturbances
3. Malicious acts or vandalism

but excluding

- Mechanically propelled or assisted vehicles and conveyances (other than domestic gardening equipment and electric wheelchairs) whether licensed for road use or otherwise or parts and accessories on or in any of them
- Caravans, trailers, aircraft, hovercraft, boats or parts and accessories on or in any of them
- Livestock or pets
- Securities for money and documents
- Landlord's fixtures and fittings
- Property held or used for business purposes (other than **business equipment**)
- Any part of the **buildings**
- Property more specifically insured
- The first £50 of each and every incident of loss or damage under Part 1 of this Section or the **excess** shown in **your** schedule whichever is greater

We will not pay for

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days

The **contents** are insured against loss or damage caused by

We will not pay for

- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage
- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants
- **Computer virus**

4. Storm or flood

5. Subsidence or heave of the site on which **your home** stands or landslip

- Loss or damage caused by
 - a) compaction of infill
 - b) settlement, shrinkage or expansion of the building
 - c) river or coastal erosion
- Loss or damage arising from defective design, defective materials or faulty workmanship
- Loss or damage occurring whilst the **home** is undergoing demolition, structural alterations or structural repairs

6. Theft or attempted theft

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days

The **contents** are insured against loss or damage caused by

7. Escape of water from any washing machine, dishwasher or plumbed-in domestic water or heating installation

We will not pay for

- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage
- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met
- **Money** unless force is used to gain entry to the **home**
- Any loss or damage if the **home** is let or lent unless force is used to gain entry to the **home**
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days
- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage
- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage
- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met

The **contents** are insured against loss or damage caused by

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal

9. Leakage of oil from any fixed oil-fired heating installation

10. Falling trees and branches

11. Falling television and radio receiving aerials, aerial fittings or masts

This section also provides insurance against

12. Accidental damage to **business equipment**, televisions and their aerials, satellite de-coders, radios, computers and ancillary equipment, video cassette recorders and other recording, audio and video equipment

We will not pay for

- Loss or damage caused by domestic pets

- Loss or damage occurring if the **home** has not been lived in for more than 364 consecutive days

- The first £750 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 90 consecutive days but less than 365 consecutive days at the time of the loss or damage

- The first £500 of each and every incident of loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 91 consecutive days at the time of the loss or damage

- Loss or damage occurring if the **home** has not been lived in for more than 30 consecutive days but less than 365 consecutive days at the time of the loss or damage unless the requirements of General Condition 8 have been met

- **Electronic failure**

- **Computer virus**

- Wear and tear

- Electrical or mechanical breakdown

- Damage caused in the process of cleaning, maintenance, repair or dismantling

- Damage to records, cassettes, discs, diskettes or recording tapes

This section also provides insurance against

13. **Accidental breakage** of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture

Paragraph 14 only applies if your schedule shows that Accidental Damage is included

The **contents** are insured against

14. **Accidental damage** however caused

We will not pay for

- Damage to items designed and intended to be portable (other than computers and televisions) or to hand held computer equipment and games

We will not pay for

- **Electronic failure**

- **Computer virus**

- Damage to clothing (including furs), **money**, food and drink

- Damage caused by chewing, scratching, tearing or fouling by domestic pets

- Damage caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light, or other gradually operating cause

- Damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown

- The cost of remaking any film, tape or disc or the value of any information contained on it

- Damage caused during household removal

- Any damage specifically excluded in paragraphs 1 to 11 of this section.

We also provide cover for

A. Loss or damage to **contents** during Household Removal

The **contents** are insured against accidental loss or damage whilst in transit between **your home** and **your** new permanent residence within Great Britain, Northern Ireland, Channel Islands or the Isle of Man by professional removal contractors including temporary storage of up to three days.

B1. **Contents** Temporarily Removed from **your home**

The insurance provided by paragraphs 1-11 of this section also covers loss or damage to **contents**

i) in any building in Great Britain, Northern Ireland, Channel Islands or the Isle of Man where **you** are residing whilst attending full time education

ii) in any bank, safe deposit, occupied private dwelling, building or caravan in Great Britain, Northern Ireland, Channel Islands or the Isle of Man where **you** are residing (other than whilst attending full time education) or are employed

iii) elsewhere in Great Britain, Northern Ireland, Channel Islands or the Isle of Man

We will not pay for

- Loss of or damage to china, glass, earthenware and other items of a brittle nature unless they have been packed by professional packers.
- Loss of **money**

i) Theft unless force is used to gain entry to the building.

ii) Theft of **money** unless force is used to gain entry.

- iii) Loss or damage caused by
- a) storm or flood to property in the open.
 - b) theft or attempted theft unless the **contents** are in a building or caravan and force is used to gain entry or in transit to or from a bank or safe deposit.
 - c) theft of **money** unless the theft is from a building or caravan where force is used to gain entry.
 - d) Loss or damage occurring within the boundaries of the land belonging to **your home**.

We also provide cover for

B2. **Contents** In The Open

The insurance provided by paragraphs 1-11 of this section also covers loss or damage to **contents** left in the open but within the boundaries of the land belonging to **your home** up to an amount of £250 (Bronze), £500 (Silver) and £1,000 (Gold)

C. Theft of Keys

If **your** keys are stolen **we** will pay for the replacement and installation costs of door locks including keys for any external door of **your home** up to an amount of £250 (Bronze cover) and £500 (Silver and Gold cover)

D. Personal Assault

We will pay **you** or **your** personal representatives £5,000 if **you** die within 60 days as a direct result of injuries received

- i) in **your** home caused by thieves
- ii) elsewhere in Great Britain, Northern Ireland, Channel Islands or the Isle of Man due to robbery or hold up or any attempt there at

We will also pay up to a maximum of £100 for theft of **money** from **you** or **your** spouse due to robbery or hold up occurring away from **your home**

E. Freezer Contents

We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at **your home** made unfit for human consumption due to

- i) a rise or fall in temperature
- ii) contamination by refrigerant or refrigerant fumes up to an amount of £500

We will also pay for the reasonable cost of hiring temporary alternative freezer space if the freezer cabinet or the freezer compartment of the refrigerator in which the food is kept fails

We will not pay for

- Loss of or damage to pedal cycles
- Theft of **money**
- Theft or attempted theft from any unattended vehicle.

- Theft of **money** held or used for business purposes

- Loss of or damage to food if the freezer cabinet or refrigerator is more than fifteen years old.
- Loss of or damage to food held or used for business purposes
- Loss or damage due to the power supply authority deliberately cutting or reducing the supply to **your home**

We also provide cover for

F. Credit Cards

We will pay for loss from fraudulent use of **your credit cards** by unauthorised persons up to a maximum of £5000

G. Loss of Oil or Metered Water

We will pay for loss of metered water and oil in tanks following accidental damage to domestic water or heating installations up to a maximum of £1,000

H. Special Events

During the period of one month before and one month after a special event or religious festival where the value of **contents** owned by **you** is increased due to purchases related to the special event or religious festival, the **contents** sum insured recorded on the policy schedule is increased by 10%.

I. Reinstatement of Documents

We will pay the cost of preparing new title deeds to **your home**, bonds and securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of Part 1 of Section 2 of the policy whilst in **your home** or whilst kept in your bank, building society or solicitors office up to a maximum of £500

Paragraphs J and K only apply if your schedule shows you have Silver or Gold cover

J. Jury Service

We will pay for expenses or loss of earnings as a result of **you** being called for jury service up to a maximum of £50 per day and £2,000 in total

We will not pay for

- Loss unless **you** have complied with all the terms and conditions under which **your credit cards** are issued

- Negotiable bonds or securities

- The first seven days of any period of jury service

- Expenses or earnings that can be recovered from any other source

We also provide cover for

K. Garden Cover

Loss or damage provided by paragraphs 1, 2, 3, 6, and 8 of Part 1 of Section 2 occurring in the open within the boundaries of the land belonging to **your home** to trees, shrubs, hedges, bushes, lawns and plants up to £500

Paragraph L only applies if your schedule shows you have Gold cover

L. New Purchases

The insurance provided by paragraphs 1 to 11 of this Section also covers loss or damage to any single article, **pair or set** of **valuables** up to a maximum of £2,500 occurring within 30 days of purchase and which has not previously been notified to **us**.

We will not pay for

- Loss or damage, to articles for which **you** do not have proof of date of purchase

Inflation Protection Under Part 1 (Gold cover only)

The sums recorded on **your** schedule under Section 2 are linked to the general Retail Price Index published by the Government's National Statistics office. If this ceases to be published **we** will use a suitable alternative index. Each month the sum insured is automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sums, and for **your** protection should the index fall below zero **we** will not reduce the sums recorded on **your** schedule.

Claims Settlement Under Part 1

If the **contents** are stolen or damaged as a result of any of the causes insured under this **policy**

1. **We** will at **our** option

- a) replace as new or
 - b) pay the cost to **us** of replacing as new or
 - c) repair or
 - d) pay the cost to **us** of repairing
- any item of **contents** (except for clothing more than 2 years old)

2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if clothing more than 2 years old is stolen or damaged.

3. The maximum amount **we** will pay in respect of any one claim

a) for **contents** is the sum recorded on **your** schedule

b) for **Valuables** is

i) in total, the sum recorded against the **valuables** limit on **your** schedule

ii) for any single item, **pair or set**, the sum recorded against the **valuables** single item limit on **your** schedule

c) for **business equipment** is £5,000 (Silver cover) and £8,000 (Gold cover)

d) for **Contents Temporarily Removed from your home** is 15% of the **contents** sum recorded on **your** schedule

e) for loss or damage caused by theft or attempted theft of **contents** in any garage and domestic outbuildings is 10% of the **contents** sum insured recorded on **your** schedule.

f) for external satellite broadcast receiving equipment is 5% of the **contents** sum insured recorded on **your** schedule.

The sum insured recorded on **your** schedule will not be reduced following payment of a claim provided that all damage is made good without delay and any reasonable recommendations **we** make to prevent further loss or damage are carried out without delay.

PART 2

Occupiers Liability to Third Parties

We will indemnify **you** against liability at law for damages payable in respect of

- Death or bodily injury (including disease and illness)

- Loss of or damage to material property caused by an accident occurring during the **period of insurance** incurred by **you**

We will not pay for liability arising from

- The transmission of any communicable disease by the **insured**

- Death or bodily injury (including disease and illness) to the **insured**

- Loss of or damage to material property belonging to **you** or under **your** charge or control

- a) as occupier of
 - the **home**
 - land belonging to the **home**
 - any residential premises temporarily occupied for private purposes for no more than 30 days in any one **period of insurance**
- b) as an employer of employees involved in domestic duties at **your home**
- c) as a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

We will not pay for liability arising from

- Death or bodily injury (including disease and illness) and loss or damage to property arising out of ownership custody or control by or on behalf of **you** of a dog of a type specified in Section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that Section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991
- Death of or bodily injury to any employee arising out of
 - a) being carried in or upon a vehicle or
 - b) entering or getting on to or alighting from a vehicle
 in circumstances where any road traffic legislation requires insurance or security
 - **Your** business or profession
 - A contractual obligation
 - The ownership, use or possession of
 - a) mechanically propelled vehicles (other than domestic gardening implements used within the boundary of the land belonging to **your home** mobility carriages and electric wheelchairs)
 - b) aircraft, hovercraft, lifts or watercraft (other than hand propelled watercraft)
 - c) any caravan or trailer whilst being towed
 - The use of firearms other than sporting guns used for sporting purposes
 - The use of horses for racing, steeplechasing or hunting
 - Loss or corruption of data directly or indirectly caused by the failure or malfunction of **electronic equipment** belonging to **you** or under **your** charge or control

Claims Settlement Under Part 2

The maximum amount **we** will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident.

We will also pay all legal costs and expenses which **you** have to pay provided they are incurred with **our** written consent.

If the accident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and the injury arises out of and in the course of such service or apprenticeship

- a) the maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one accident.
- b) the maximum amount **we** will pay is inclusive of claimants costs and expenses and all other costs and expenses incurred with **our** written consent.

If **you** die **we** will indemnify **your** personal representatives against liability incurred by **you** and insured by this **policy**.

PART 3

Unsatisfied Court Awards

We will pay all sums up to a maximum of £250,000 which **you** have been awarded by a court in Great Britain, Northern Ireland, Isle of Man or Channel Islands and which still remain outstanding 3 months after the award has been made provided that

- a) Part 2 of Section 2 of this **policy** would have operated had the award been made against **you** rather than to **you**
- b) the incident giving rise to the court proceedings occurred within Great Britain, Northern Ireland, Isle of Man or Channel Islands and within the **period of insurance**
- c) there is no appeal waiting to be heard.

Personal Possessions in and away from the Home

SECTION 3

Personal Possessions – Definitions Personal Property

Clothing, personal belongings and valuables normally worn or carried about **your** person.

but excluding

- **Money, credit cards**, securities and documents
- Mechanically propelled or assisted vehicles and conveyances whether licensed for road use or otherwise or parts and accessories on or in any of them
- Pedal cycles, caravans, trailers, aircraft, hovercraft, boats or parts or accessories on or in any of them
- Business or trade goods
- Household goods and domestic appliances

VERY IMPORTANT NOTICE

The value of some of **your** personal possessions, particularly jewellery and other valuables is likely to fluctuate considerably. **We** strongly recommend that **you** review the value of these items regularly and seek professional advice if necessary. Please notify **us** of any changes **you** require.

Individual articles, pairs or sets, valued at, near to or over the single item limit as detailed on **your** schedule should be specified separately.

In the event of a claim, you will need to provide a professional valuation, receipt or proof of purchase pre-dating the loss as proof of value and ownership. We may not meet your claim, or the amount of the claim maybe reduced if you cannot provide such proof.

We will pay for

Item 1 – loss of or damage to **your personal property**

We will not pay for

- Loss or damage listed under General Exceptions to Section 3
- The first £50 of each and every incident of loss or damage
- Loss or damage to property specifically insured under Item 4 of this section

Item 2 – loss of **your money**

- Loss or damage listed under General Exceptions to Section 3
- The first £50 of each and every incident of loss or damage
- Loss due to error, omission or depreciation in value
- Loss if not reported to the Police

We will pay for

Item 3 – loss of or damage to **your** pedal cycles

Item 4 – loss of or damage to articles specified on **your** schedule

We will not pay for

- Loss or damage listed under General Exceptions to Section 3

- The first £50 of each and every incident of loss or damage

- Loss or damage if the pedal cycle is being used for racing

- Loss or damage listed under General Exceptions to Section 3

- The first £50 of each and every incident of loss or damage

General Exceptions to Section 3

We will not pay for

- **Electronic failure**

- **Computer virus**

- Loss or damage caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light or other gradually operating cause

- Loss or damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown

- Loss of or damage to

a) **personal property, money** or pedal cycles held or used for business purposes

b) sports equipment whilst in course of play

c) remote controlled models whilst in operation

d) musical instruments involving only loss of tone, breakage of strings or breakage of drumskins

- Loss or damage caused by theft or attempted theft from any unattended vehicle unless:

a) all windows and sunroofs are securely closed and all doors and the boot are locked

b) the property is completely concealed in a glove compartment, locked luggage compartment or locked boot

- Loss or damage caused by theft or attempted theft of an unattended pedal cycle unless:

a) in a locked building, or

b) attached by a locked security device to a permanently fixed structure, or

c) immobilised by a security device

General Exceptions to Section 3 (continued)

- Loss arising from the cost of remaking any film or tape or the value of any information contained on it
- Loss or damage occurring outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands if **you** have spent more than 60 days in total away from this country during the current **period of insurance**
- Breakage of articles of a brittle nature unless specified under Item 4 of Section 3
- Loss of or damage to **business equipment** unless specified under Item 4 of Section 3

Inflation Protection (Gold cover only)

The sums recorded on **your** schedule under Section 3 are linked to the general Retail Price Index published by the Government's National Statistics office. If this index ceases to be published **we** will use a suitable alternative index.

Each month the sums are automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sums, and for **your** protection should the index fall below zero **we** will not reduce the sums recorded on **your** schedule.

Claims Settlement Under Section 3

1. **We** will at **our** option
 - a) replace as new, or
 - b) pay the cost to **us** of replacing as new, or
 - c) repair, or
 - d) pay the cost to **us** of repairing

any article insured under Items 1, 3 or 4 of this section without deduction for wear and tear. For clothing more than 2 years old insured under Item 1 a deduction will be made for wear and tear.

2. For loss of **money we** will pay the amount of the loss.
3. The maximum amount **we** will pay in respect of any one claim
 - a) for Item 1 is the sum recorded on **your** schedule. The maximum amount **we** will pay for any one article is also shown on **your** schedule.
 - b) for Items 2 and 3 is the sum recorded on **your** schedule. The maximum amount **we** will pay for any one pedal cycle under Item 3 is £500, unless specified on **your** schedule.
 - c) for Item 4 is the sum recorded against the article or collection on **your** schedule.
 - d) for Items 1, 2, 3 and 4 is £2,000 in the aggregate in respect of loss from any unattended vehicle.

Section 4 Family Legal Protection

(operative only if specified as operative within your Policy Schedule)

For the purposes of this Section;

“we”, “us” and “our” means CIS General Insurance Limited acting through Co-operative Legal Services Limited, who manage all claims under this Section.

Family means you or any member of your family permanently living with you.

Legal Costs means

i) fees, expenses, costs and disbursements reasonably and necessarily incurred with our agreement by or on behalf of the **Family**

ii) the costs of a third party for which the **Family** is either held liable by court order or which we agree to pay

in connection with **Legal Proceedings**.

Legal Proceedings means pursuit or defence of a claim for damages, specific performance or injunction, either by negotiation or by civil, tribunal or arbitration proceedings in a court within the Geographical Limits of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Legal Representative means the solicitors or other qualified experts appointed by us to act for the **Family** in accordance with Note 2 of this section of cover.

To make a claim under the Family Legal Protection Section you should contact Co-operative Legal Services Limited by calling **0845 266 9326**, lines open 24 hours a day, 7 days a week.

Calls may be monitored or recorded for security and training purposes. Alternatively, please write to Co-operative Legal Services Limited, 2nd Floor, Aztec Centre, Aztec West,

Almondsbury, BS32 4TD.

Please note that any legal costs which have not been authorised by us are not covered.

What is insured

1. Pursuing Your Legal Rights

We will insure **Legal Costs** incurred by the **Family** in connection with the pursuit of a claim arising directly from

- (i) an accident causing death of, or bodily injury to, the **Family**
- (ii) a dispute arising from a contract of employment entered into by the **Family** for work as an employee, provided that the dispute occurs at least 120 days after the commencement of insurance under this Section
- (iii) an agreement entered into (or allegedly entered into) by the **Family** for
 - (a) the purchase or hiring of any goods or services for the **Family's** private use, including purchase of the **Family's** permanent place of residence
 - (b) the sale of any goods

provided that

- (a) the amount in dispute exceeds £100 and
- (b) the agreement (or alleged agreement) was made or renewed after the commencement of insurance under this Section
- (iv) an event which causes, or is likely to cause, physical damage to material property owned by, or the legal responsibility of, the **Family**, provided that the amount in dispute exceeds £100
- (v) nuisance or trespass relating to material property owned by, or the legal responsibility of, the **Family**
- (vi) attempted repossession of the **Family's** permanent place of residence following occupation by squatters.

Section 4 Family Legal Protection

2. Defending Your Legal Rights

We will insure **Legal Costs** incurred by the **Family** in connection with the defence of a claim arising directly from an agreement entered into (or allegedly entered into) by the **Family** for

- (a) the purchase or hiring of any goods or services for the **Family's** private use, including purchase of the Family's permanent place of residence
- (b) the sale of any goods

provided that

- (a) the amount in dispute exceeds £100 and
- (b) the agreement (or alleged agreement) was made or renewed after the commencement of insurance under this Section.

3. Jury Service

If the **Family** is required to attend jury service we will make payment to the **Family** on the following basis:

- (i) For each day when the **Family** would normally attend work and is unable to do so as a result of the jury service we will pay 1/250th of that person's annual salary on the first day of jury service if the person is employed full time; or a proportionate payment based on the number of days normally worked by the person if the person is employed part time.
- (ii) The payment will be reduced by any amount the **Family** is entitled to claim from the court, tribunal or employer, whether or not such amount is recovered.

We will not pay more than

- (a) £50,000 in respect of all events arising from any one cause under 1 (i to v only), 2 and 3
- (b) £10,000 in respect of all events arising from any one cause under 1 (vi).

What is not insured on Family Legal Protection

- 1. i) Any claim for death of, or bodily injury to, the **Family**:
 - (a) which develops gradually or is not caused by a specific or sudden accident
 - (b) caused by any illness, disease or any naturally occurring condition or degenerative process
 - (c) caused by an assault or another act of violence.
- 1. ii) Any claim:
 - (a) involving an employer's internal grievance procedures or disciplinary hearings
 - (b) solely for personal injury.
- 1. iii) Any claim relating to:
 - (a) the **Family's** trade, business or profession
 - (b) an insurance policy, pension, mortgage, loan, investment or borrowing
 - (c) construction work on any land or the design, extension, renovation or alteration of any building.
- 1. iv) Any claim relating to:
 - (a) any building or land other than the **Home**
 - (b) any works by or under the order of any government or public or local authority, except where the claim is for accidental physical damage.
- 1. v) The first £250 of each claim for nuisance and trespass relating to material property, or the legal responsibility of, the family which is payable by the **Family**.

- 2. Any claim relating to;
 - (a) the **Family's** trade, business or profession
 - (b) an insurance policy, pension, mortgage, loan, investment or borrowing
 - (c) construction work of any land or the design extension, renovation or alteration of any building.

Section 4 Family Legal Protection

3. Any claim for payment for the first 10 days of Jury Service.

In addition to 1 to 3, we will not be liable for:

- (a) fees, expenses, costs and disbursements incurred before we have confirmed acceptance of the claim in writing
- (b) any claim (including an appeal) which we consider does not have a reasonable chance of success or, in the case of a claim for damages, where we consider that there is not a reasonable chance of successfully recovering a substantial proportion of any damages which may be awarded
- (c) any appeal unless the **Family** has notified us in writing of the **Family's** wish to appeal at least ten working days before the deadline for the appeal and our written approval has been obtained.
- (d) fees, expenses, costs and disbursements incurred following an offer to settle by a third party, unless we have given the **Family** written consent to continue with the claim after the offer to settle.
- (e) any claim notified to us more than 180 days after the **Family** should have known of the event giving rise to the claim
- (f) any claim against us or any company or subsidiary of The Co-operative Group Limited
- (g) any claim relating to a dispute between the **Family**
- (h) any claim relating to the settlement payable under an insurance policy

- (i) any claim directly or indirectly caused by, contributed to by or arising from
 - (i) an event occurring before the commencement of insurance under this Section
 - (ii) the use by the **Family** (other than as a passenger) of, or any agreement or alleged agreement involving, a motor vehicle
 - (iii) any dishonesty or violence by the **Family** or any deliberate or criminal act or omission by the **Family**
 - (iv) an incident intentionally brought about by the **Family**
 - (v) subsidence, mining or quarrying
 - (vi) patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements
 - (vii) libel or slander
 - (viii) divorce, matrimonial matters, cohabitation, custody, access, maintenance or affiliation
 - (ix) a dispute between a landlord and tenant
 - (x) a dispute with a rating authority on rateable values.
 - (xi) an event taking place outside of the geographical limits of Great Britain, Northern Ireland or the Channel Islands
- (j) any claim for travelling expenses, subsistence allowances or compensation for absence from work
- (k) any application for Judicial Review.

Section 4 Family Legal Protection

Note

1. The **Family** must notify us of any claim in writing as soon as reasonably possible.
2. We can negotiate any claim on behalf of the **Family**.

The **Family** is free to choose a Legal Representative (by sending us a suitably qualified person's name and address) if:

- (a) court or tribunal proceedings have been issued with our agreement and it becomes necessary for a lawyer to represent the interests of the **Family** in those proceedings; or
- (b) there is a conflict of interest.

We may choose not to accept the **Family's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of the **Legal Representative** in these circumstances, the **Family** may choose another suitably qualified person.

In all circumstances, except a. and b. above, we will choose the **Legal Representative**.

The **Legal Representative** will be appointed by us and must represent the **Family** according to our standard terms of appointment.

3. The **Family** must
 - (a) co-operate at all times in the completion of any necessary documentation or provision of information requested either by us or by the **Legal Representative**
 - (b) take all reasonable steps to recover the **Legal Costs**
 - (c) notify us of any settlement offer made before accepting it
 - (d) give proper instructions in reasonable time to us or the **Legal Representative** and avoid unreasonable delay which may adversely affect the claim or our position in respect of the claim.
4. The **Family** must not
 - (a) take any action which may adversely affect the **Family's** case or our position in respect of the claim

- (b) withdraw from the **Legal Proceedings** or withdraw instructions from the **Legal Representative** without our written consent
- (c) pursue a claim in a manner which differs from that advised by the **Legal Representative**
- (d) incur **Legal Costs** in respect of any expert witness without our written consent.

If the **Family** does not comply with (a), (b) or (c) above, we may withdraw our agreement to insure any **Legal Costs**.

5. During the course of the claim we will have the right of direct access to the **Legal Representative**.
6. If the **Legal Representative** refuses to continue to act for the **Family** with good reason the cover we provide will end at once, unless we agree to appoint another **Legal Representative**.
7. The **Family** must forward any accounts for **Legal Costs** as soon as they are received and, if required to do so by us, must have the **Legal Costs** taxed, assessed or audited by the appropriate court or authority.
8. We may take over and conduct the claim and may, subject to the interest of the **Family**, settle the claim in the **Family's** name.
9. We may pay the **Family** a reasonable sum not exceeding the estimated value of any claim instead of starting or continuing **Legal Proceedings**. Any such payment will be in full and final settlement of the **Family's** claim.
10. Every written notice or communication from us will be sent to the **Family** at the last address known to us.
11. The family must, at their own expense provide us with such proofs, evidence, certificates and assistance as we may reasonably ask for in connection with any claim.

General Exceptions

Applying to this policy

We will not pay for

1. Radioactive contamination

Any loss of or damage to property, consequential loss or legal liability directly or indirectly arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component.

2. Pollution and Contamination

Any loss damage or liability arising from pollution or contamination unless caused by

- i) a sudden and unforeseen and identifiable accident
- ii) leakage of oil from a domestic installation at **your home**.

3. Gradually operating cause

Any loss damage or liability arising from a gradually operating cause.

4. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

5. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

General Exceptions Applying to Sections 1-3 of this Policy

6. Existing damage

Any loss, damage, injury or accident occurring before cover commences.

7. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

8. Wilful acts

Loss or damage caused by **your** own wilful act or the wilful act of any other person permanently residing at the **home**.

9. Matching of items

The cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

10. Loss of value and depreciation

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

11. Consequential loss

Consequential loss of any nature.

12. Terrorism

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

13. Software, data, files, downloads, and mobile phone call costs

Any loss, damage or liability arising from:

- i) the erasure, distortion, mislaying or misfiling of any software, data, files and downloads;
- ii) mobile phone call costs.

14. Loss by deception

Loss by deception unless it is only entry into **your home** that is gained by deception.

VERY IMPORTANT NOTICE

Please note this **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear. It is **your** responsibility to ensure that the property is maintained in good repair.

General Conditions

Applying to Sections 1-3 of this policy

General Conditions

1. **You** must not act in a fraudulent manner.

If any claim made is in any respect fraudulent, or if any fraudulent means or device is used by **you** or anyone acting on **your** behalf to obtain payment under this **policy**, then all benefit under this **policy** will be forfeit and **we** will:

- i) not pay for the claim
- ii) not pay any other claim which has or will be made under this **policy**.
- iii) cancel cover without any return premium
- iv) be entitled to recover the amount of any claim already paid during the current **period of insurance**.
- v) Inform the police.

2. Compliance with terms

Our liability to make payment under the **policy** will be conditional upon the compliance with the terms and conditions of this **policy**.

3. Your duty to prevent loss or damage

You must take all reasonable steps to safeguard any **buildings, contents** or property against loss or damage and to prevent accidents. In the event of loss or damage occurring **you** must take all reasonable steps to prevent further loss or damage to **your** property.

4. Changes in risk

You must give **us** written notice as soon as reasonably possible of any change in circumstances which may increase the possibility of loss, damage or injury. (Examples of such circumstances are contained on page 3 of this policy booklet. These examples are an indication and are not exhaustive).

5. Your obligations following a claim

In the event of a claim or possible claim under this **policy** **you** must not negotiate, admit liability or make any offer or promise or payment without **our** written consent

Additionally **you** must

- i) inform the police as soon as is reasonably possible of any riot, malicious acts, theft or loss of property.
- ii) notify **us** as soon as reasonably possible giving full particulars of the occurrence.
- iii) give **us** written notice as soon as possible (but no later than seven days) after **you** have knowledge of any pending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under this **policy**.
- iv) send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable costs.
- v) as soon as reasonably possible after the injury, loss or damage deliver a written claim to **us** with such detailed particulars and proofs certificates or other documents as **we** may reasonably require. In the event of the claim being met under the terms of this **policy** **we** will refund **your** reasonable costs.
- vi) give all such information and assistance as **we** may reasonably require.

6. Our rights following a claim

In the event of a claim or possible claim under this **policy we** will be entitled to

- i) repair reinstate or replace the property lost damaged or stolen or pay the cost to **us** of repair reinstatement or replacement. Wherever possible **we** will arrange repair or reinstatement through **our** nominated repairer and replacement networks.
- ii) in an emergency enter the **buildings** where the loss or damage has occurred and for the purpose of safeguarding the insured property against further loss or damage take and keep possession of the property insured and deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- iii) exercise sole control at **our** cost over dealings with any third party claim and associated legal proceedings relevant to it. **We** shall keep **you** informed of all developments.
- iv) pursue in **your** name but for **our** benefit and at **our** cost any claims for damages or indemnity.

7. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance **we** will be liable only for **our** rateable proportion of such loss, damage or liability.

8. Leaving your home Unoccupied

When the **home** is left unoccupied for periods of more than 30 consecutive days, cover will only remain in force provided all the special conditions below have been fully complied with:

1. All locks and bolts and security devices being brought into operation.
2. The domestic water system and heating installation are:
 - i) turned off at the main stopcock, if the **home** is unoccupied between 1 April and 31 October.
 - ii) turned off at the main stopcock and all equipment, tanks and pipes containing water are drained, except for the central heating system if this is left on day and night at a temperature of at least 10 degrees Celsius, if the **home** is unoccupied between 1 November and 31 March.
3. Gas services being turned off at the mains or supply tank.
4. Any oil supply being turned off at the supply tank.
5. **You**, or someone acting for **you**, checks inside the **home** at least once a week.

9. Cancellation

We may cancel this **policy** by sending seven days' notice in writing by recorded delivery letter to **you** at **your** last known address and refunding any premium already paid for the unexpired period of cover, subject to **your** rights in respect of any prior accident loss or damage.

You may cancel this **policy** by sending **us** seven days' notice in writing. Provided that **you** have not made a claim during the current **period of insurance you** will be entitled to a refund of any premium already paid for the unexpired period of cover.

10. What to do to renew your policy

We may offer at **our** discretion to renew this **policy**. If **we** offer to renew this **policy**, **we** will send the **policyholder** details of any new conditions and the premium for the year ahead. If **you** have already given **your** consent for **us** to collect premium payments by direct debit, **we** will continue to take these payments from the designated account unless instructed otherwise.

You must tell us

- i) of any changes to the information on which the **policy** is based.
- ii) if **you** want to change the payment method.
- iii) if **you** do not want to renew this **policy**.

If **we** decide that **we** do not want to renew this **policy**, **we** will, prior to the renewal date, send written notice to the **policyholder** at their last address known to **us**.

Customer Helplines

Personal Legal Advice

We will give the **Family** confidential legal advice, provided by CIS General Insurance Limited acting through Co-operative Legal Services Limited by telephone on any personal legal problem under the laws of the United Kingdom.

Co-operative Legal Services can provide you with legal advice and guidance on any private legal issue on a broad range of subjects, including:

- Employment Law
- Personal Injury Claims
- Property Matters
- Motoring Disputes
- Family Law
- Consumer Rights
- Wills and Probate Matters

Call 0845 266 9326* lines open 24 hours a day, 7 days a week, calls may be monitored or recorded for security and training purposes.

This service offers legal advice only. It does not pay legal fees or expenses following such advice.

*Please have your account number handy for reference, and bear in mind that we may record and/or monitor telephone calls.

Domestic Advice

At any time, especially in a crisis such as burst pipes or burglary or glass breakage, it's reassuring to know that our Domestic Helpline can give immediate advice and put **you** in touch with a reliable local tradesman. Simply phone the Helpline and **we** will assist **you**.

0870 523 4511*

*For **your** protection **we** may record and monitor calls.

Making a claim

In the event of accident, loss or damage to **your home** or property which might give rise to a claim these are the steps **you** should take.

Check whether you are covered

- Check **your** schedule which lists the sections under which **you** are insured
- Refer to the appropriate section in **your** policy booklet. In it **you** will find details of the property insured and the cover which applies, including details of any exceptions (these are usually shown on the right hand side of the page). Remember under 'Claims Settlement' are a number of conditions which may affect the amount of any claim settlement. Finally also take into account the General Exceptions and Conditions.

To make your claim

Contact the **Insurer** as soon as possible (especially if the damage is extensive or is caused by riot). We believe making a claim should be straightforward. All **you** need do is telephone the claims number on your policy schedule. A nationwide network of repairers and suppliers, all carefully selected for their expertise and professional reputation, are ready to help **you**.

You don't usually need to fill in a claim form or get estimates. **We** will keep in touch by telephone to let **you** know what is happening and **we** will write to **you** to confirm **your** claim details.

Telephone calls may be recorded and/or monitored.

When you have finished with this booklet please recycle it.

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