

YOUR  
home  
policy  
WORDING

# WELCOME TO YOUR HOME INSURANCE

**Thank you for taking out Cumberland Building Society Home Insurance.  
Your policy is provided by RSA, one of the UK's largest and oldest insurers.**

If you are a home owner, it is important that you regularly maintain your property keeping it in good condition and in good repair. And if you are planning to make any home improvements such as a loft conversion or adding any room space, let us know so we can ensure you're properly covered. Please see pages 52 to 55 for full details of the changes in circumstances that you need to tell us about.

Of course, we hope you are never unfortunate enough to need to make a claim. But, if you do, you can rest assured that you will enjoy an excellent service from our team of claims specialists.

But first things first – we want to help you understand your Home Insurance policy. It is very important that you have sufficient cover. After all, the last thing you would want is to be under insured. That's why you can add flexible options to your policy, for example Garden cover for your plants or Technology and Entertainment cover for your electrical equipment. That way you are covered for the things you need, without paying for the things you don't. Take a look at the options available to learn more about some of the features of our additional covers, and if you have not already chosen them, you can always give us a call to arrange them for the future.

The next few pages give you a summary of some of the covers that you may have chosen. For a full explanation of each cover, including any relevant exclusions, please see the complete section in this booklet, by following the index.

## **Buildings Option**

We'll cover you for the Buildings of your home and other permanent structures on your land such as garages and outbuildings, drives and walls against damage by fire, flood, subsidence and other similar causes.

## **Contents Option**

We'll provide you with cover for Contents in your home against loss or damage by fire, flood, storm, theft, escape of water and other similar causes.

## **Accidental Damage**

You can add Accidental Damage cover to your core Buildings and/or Contents cover. And because this doesn't include items covered in other packages, you won't pay to insure the same things twice.

# WELCOME TO YOUR HOME INSURANCE (CONT.)

## Personal Items

From your glasses to cash or your pedal cycle, make sure you have enough cover for all your personal items, whether you are at home or out and about.

## Technology & Entertainment

If you've got electrical items like TVs, cameras and computers, make sure they are covered against accidental damage and loss, both inside and outside your home.

## Home Emergency Assistance

Access to advice and help with the cost of Home Emergency Assistance. If your home is uninhabitable, we'll even cover alternative accommodation for you and your family.

## Garden

Protect your plants, garden furniture, lawns and tools. We'll even re-landscape your garden should emergency services ever damage it.

## Legal Expenses

Get access to a wide range of solutions, including professional mediation, concerning personal injury, consumer protection, residential, employment and tax issues.

# CONTENTS

|   |       |
|---|-------|
| Index of Items .....  | 5-7   |
| Policy Limits .....   | 8-10  |
| How to use this Policy Booklet .....                                      | 11    |
| I want to know if I am covered for a certain item – how do I check? ..... | 11    |
| I want to know if I am covered for a claim – how do I check? .....        | 11    |
| How to Make a Claim .....   | 11    |
| Understanding and Using the Policy .....                                  | 12    |
| Words with Special Meanings .....   | 13    |
| The Insurance Contract .....  | 14    |
| Buildings Option .....  | 15-19 |
| Buildings Accidental Damage Option .....                                  | 20-21 |
| Contents Option .....   | 22-28 |
| Contents Accidental Damage Option .....                                   | 29    |
| Personal Items Option .....   | 30-32 |
| Technology & Entertainment Option .....                                   | 33-35 |
| Home Emergency Assistance Option .....                                    | 36-38 |
| Garden Option .....   | 39-40 |
| Legal Expenses Option .....   | 41-51 |
| Conditions and Exclusions .....   | 52-60 |
| Policy Exclusions .....   | 52-53 |
| Policy Conditions .....   | 53-56 |
| Claims Conditions .....   | 56-57 |
| How to make a claim .....   | 57-58 |
| How we settle claims .....  | 58-60 |
| No claims discount .....  | 60    |
| How to Make a Complaint .....   | 61-62 |
| How RSA use your information .....  | 63-67 |

# INDEX OF ITEMS

For full details of the cover offered for these items, please look at the Option listed below. If the Option has been selected it will be shown on the schedule as included unless the schedule states 'Not insured under this policy'.

| Item   | Option  |
|--|---|
| Aerials  | Contents and Technology & Entertainment                               |
| Annexes  | Buildings   |
| Barbecues                                      | Garden  |
| Bicycles                                       | Contents and Personal Items   |
| Birthday increase                              | Contents  |
| Buildings                                      | Buildings   |
| Cameras  | Contents and Technology & Entertainment                               |
| Camping equipment                              | Personal Items  |
| CD players – see music players                 | Contents and Technology & Entertainment                               |
| Clerical business equipment                    | Contents  |
| Clocks   | Contents  |
| Clothing in the home                           | Contents  |
| Clothing away from home                        | Personal Items  |
| Coin collection                                | Contents  |
| Computers, notebook, desktop, laptop, palm top | Contents and Technology & Entertainment                               |
| Contact lenses                                 | Contents and Personal Items   |
| Credit Cards                                   | Personal Items  |
| Debit Cards                                    | Personal Items  |
| Decking  | Buildings   |
| Desktops                                       | Contents and Technology & Entertainment                               |
| Digital receiver                               | Contents and Technology & Entertainment                               |
| Discs  | Contents and Technology & Entertainment                               |
| Disc player/recorder                           | Contents and Technology & Entertainment                               |
| Documents                                      | Contents  |
| Drains   | Buildings Accidental Damage   |
| Drives – tarmac/paved                          | Buildings   |
| Electronic cash pre-payment cards              | Personal Items  |
| Electronic data downloads                      | Technology & Entertainment  |
| Fax machines                                   | Contents and Technology & Entertainment                               |
| Fences   | Buildings   |
| Film downloads                                 | Technology & Entertainment  |
| Fixtures & fittings                            | Buildings   |
| Flowers  | Garden  |
| Footpaths                                      | Buildings   |
| Fountains                                      | Buildings if fixed into the ground/Garden if a moveable water feature |
| Freezer food                                   | Contents  |
| Games  | Contents and Technology & Entertainment                               |

# INDEX OF ITEMS (CONT.)

|                                   |   |
|-----------------------------------|---|
| Game players hand held & consoles | Contents and Technology & Entertainment                                       |
| Garages                           | Buildings   |
| Garden furniture                  | Garden  |
| Garden lights                     | Garden  |
| Garden play equipment             | Garden  |
| Garden statues                    | Buildings if fixed into the ground/Garden if a moveable ornament              |
| Garden ponds                      | Buildings   |
| Gardening equipment               | Garden  |
| Gates                             | Buildings   |
| Gazebos                           | Buildings if fixed into the ground/Garden if an item designed to be temporary |
| Gift tokens                       | Personal Items  |
| Glasses – spectacles              | Contents and Personal Items   |
| Greenhouses                       | Buildings   |
| Handbags                          | Contents and Personal Items   |
| Hearing aids                      | Contents and Personal Items   |
| Hedges                            | Garden  |
| High Risk Items                   | Contents  |
| Household goods                   | Contents  |
| Jewellery                         | Contents and Personal Items   |
| Landscaping                       | Garden  |
| Laptops                           | Contents and Technology & Entertainment                                       |
| Lawns                             | Garden  |
| Lawnmowers                        | Garden  |
| Locks & keys                      | Buildings & Contents  |
| Medals                            | Contents and Personal Items   |
| Metered water                     | Contents  |
| Mobile phones                     | Contents and Technology & Entertainment                                       |
| Money                             | Personal Items  |
| Music downloads                   | Technology & Entertainment  |
| Musical instruments               | Contents and Technology & Entertainment                                       |
| Music players/recorders           | Contents and Technology & Entertainment                                       |
| Navigation equipment              | Contents and Technology & Entertainment                                       |
| Notebook computers                | Contents and Technology & Entertainment                                       |
| Office equipment                  | Contents  |
| Office furniture                  | Contents  |
| Office stationery                 | Contents  |
| Oil tanks                         | Buildings   |
| Outbuildings                      | Buildings   |
| Paintings                         | Contents  |
| Palm tops                         | Contents and Technology & Entertainment                                       |
| Paths                             | Buildings   |
| Patios                            | Buildings   |
| Paved terraces                    | Buildings   |

# INDEX OF ITEMS (CONT.)

|                                     |   |
|-------------------------------------|---|
| Pedal cycles and their accessories  | Contents and Contents and Personal Items                              |
| Pergolas                            | Buildings   |
| Personal documents                  | Contents  |
| Phone cards                         | Personal Items  |
| Pictures                            | Contents  |
| Plants                              | Garden  |
| Play Equipment in the garden        | Garden  |
| Ponds                               | Buildings   |
| Portable media players              | Contents and Technology & Entertainment                               |
| Pots in the garden                  | Garden  |
| Premium bonds                       | Personal Items  |
| Printers                            | Contents and Technology & Entertainment                               |
| Religious Festivals                 | Contents  |
| Satellite receiver                  | Contents and Technology & Entertainment                               |
| Satellite navigation equipment      | Contents and Technology & Entertainment                               |
| Season tickets                      | Personal Items  |
| Sheds                               | Buildings   |
| Shrubs                              | Garden  |
| Spectacles                          | Contents and Personal Items   |
| Sports equipment                    | Contents and Personal Items   |
| Squatters                           | Buildings   |
| Stamp collection                    | Contents  |
| Statues                             | Buildings if fixed into the ground/Garden if a moveable ornament      |
| Swimming pools                      | Buildings if fixed into the ground/Garden if a portable play item     |
| Swings                              | Garden  |
| Terraces                            | Buildings   |
| Televisions                         | Contents and Technology & Entertainment                               |
| Tennis courts                       | Buildings   |
| Title deeds                         | Contents  |
| Traveller's cheques                 | Personal Items  |
| Travel tickets                      | Personal Items  |
| Trees                               | Garden  |
| Video player/recorder               | Contents and Technology & Entertainment                               |
| Videos                              | Contents and Technology & Entertainment                               |
| Visitors contents                   | Contents  |
| Walls                               | Buildings   |
| Watches                             | Contents and Personal Items   |
| Water features                      | Buildings if fixed into the ground/Garden if a moveable water feature |
| Wedding/ Civil Partnership increase | Contents  |
| Wheelchairs                         | Contents and Personal Items   |
| Works of Art                        | Contents  |

# POLICY LIMITS

The most we will pay in respect of any one claim is:

| BUILDINGS<br>OPTION                           | THE SUM INSURED/LIMIT<br>SHOWN ON THE SCHEDULE |
|---|--|
|   | The following individual limits apply:         |
| Alternative accommodation – Cover 10          | £40,000  |
| Locks & keys – Cover 13                       | £750   |
| Legal fees to remove squatters – Cover 14     | £10,000  |
| Emergency services – Cover 15                 | £1,000   |
| Finding a leak – Cover 17                     | £5,000   |
| Legal liability as owner – Cover 18           | £2,000,000                                     |
| Legal liability defective premises – Cover 19 | £2,000,000                                     |

| BUILDINGS ACCIDENTAL<br>DAMAGE OPTION | THE SUM INSURED/LIMIT<br>SHOWN ON THE SCHEDULE |
|---------------------------------------|--|
|---------------------------------------|--|

| CONTENTS<br>OPTION  | THE SUM INSURED/LIMIT<br>SHOWN ON THE SCHEDULE |
|---|--|
|   | The following individual limits apply:         |
| Visitors contents   | £500   |
| Office equipment, office furniture and office stationery  | £5,000   |
| The cost of reinstating personal documents and title deeds  | £2,500   |
| High Risk items – jewellery, watches and articles of precious metals, clocks, paintings, works of art, stamp and coin collections | The limit shown on the schedule                |
| Theft from any detached outbuilding, garage, shed or greenhouse – Covers 6 & 7  | £2,000   |
| Wedding, Civil Partnership & Birthday gift increases – Cover 12   | £3,000   |
| Religious festivals gift increase – Cover 13  | £3,000   |
| Freezer food – Cover 14   | £1,000   |
| Temporary removal – Cover 15  | £20,000  |
| Contents in the open – Cover 16   | £750   |
| Emergency services – Cover 17   | £1,000   |
| Alternative accommodation – Cover 18  | £10,000  |
| Tenants liability – Cover 19  | £10,000  |
| Tenants improvements – Cover 20   | £10,000  |

# POLICY LIMITS (CONT.)

| CONTENTS<br>OPTION                      | THE SUM INSURED/LIMIT<br>SHOWN ON THE SCHEDULE |
|---|--|
| Locks & keys – Cover 21                 | £750   |
| Legal liability – Cover 22              | £2,000,000                                     |
| Legal liability to employees – Cover 22 | £10,000,000                                    |

| CONTENTS ACCIDENTAL<br>DAMAGE OPTION           | THE SUM INSURED/LIMIT<br>SHOWN ON THE SCHEDULE |
|--|--|
| Loss of liquid petroleum gas or oil – Cover 26 | £2,000 each                                    |
| Loss of metered water – Cover 27               | £5,000   |

| PERSONAL<br>ITEMS OPTION   | THE SUM INSURED<br>SHOWN ON THE SCHEDULE  |
|--|---|
|  | The following individual limits apply:  |
| Theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.  | £2,000<br>This limit does not apply to pedal cycles which are separately described on your schedule                 |
| Money  | £500  |
| Credit, debit, charge or cash dispenser card   | £500  |
| Items left in an unattended motor vehicle  | £1,500  |
| Items taken outside of the British Isles   | The sums insured shown on the schedule plus the money & credit card limits  |
| Unspecified Personal Items: <ul style="list-style-type: none"> <li>any one item which is not a pedal cycle and which is not separately described on the schedule</li> <li>pedal cycles which are not separately described on the schedule</li> </ul> | The unspecified Personal Items sum insured or £1,500 whichever is less<br><br>£500 in total for any one pedal cycle |
| Specified Personal Items: <ul style="list-style-type: none"> <li>any one item which is not a pedal cycle which is separately described on the schedule</li> <li>any one pedal cycle which is separately described on the schedule</li> </ul>         | The sum insured for the item shown on the schedule<br>The sum insured for the cycle shown on the schedule           |

| TECHNOLOGY &<br>ENTERTAINMENT OPTION   | THE SUM INSURED<br>SHOWN ON THE SCHEDULE |
|--|--|
|  | The following individual limits apply:   |
| Theft or attempted theft from any detached outbuilding, garage, shed or greenhouse | £2,000                                   |
| Items left in an unattended motor vehicle  | £1,500                                   |

# POLICY LIMITS (CONT.)

| TECHNOLOGY & ENTERTAINMENT OPTION        | THE SUM INSURED SHOWN ON THE SCHEDULE       |
|--|---|
| Items taken outside of the British Isles | The sum insured shown on the schedule       |
| Music, film or electronic data downloads | £2,500                                      |
| HOME EMERGENCY ASSISTANCE OPTION         | £ 5 0 0                                     |
| GARDEN OPTION                            | THE SUM INSURED/LIMIT SHOWN ON THE SCHEDULE |
|  | The following individual limits apply:      |
| Re-landscaping gardens                   | £5,000                                      |

# HOW TO USE THIS POLICY BOOKLET

## **I want to know if I am covered for a certain item – how do I check?**

Look at the index of items, (pages 5-7) it will tell you which Option to read.

Look at the cover included in the Option, for example under Personal Items the first paragraph tells you what is included. Opposite it tells you what is not included.

## **So for example a handbag – is it included?**

Handbags are in the list of what Personal Items includes it is an item you or someone included in the meaning of family normally carry.

## **Is there anything under What Is Not Covered that applies?**

Finally check any limits that might apply (pages 8-10).

## **I want to know if I am covered for a claim – how do I check?**

### **What caused the claim?**

For example, your water tank bursts and the water leaking from it causes part of the ceiling to come down and also ruins a dining table. The cause of the claim is water escaping.

### **Am I covered?**

The building itself is damaged (ceiling).

The contents of the house are affected (dining table).

Check your schedule, do you have both the Buildings and Contents Options insured?

### **Is the damage covered?**

Look in both sections of the policy to see what is and is not covered under both Buildings and Contents and under water escaping (pages 15-19 for buildings and pages 22-27 for contents).

Finally, after you've read this information please read 'How we settle claims' pages 66-67 and the policy exclusions, policy conditions & claims conditions on pages 52-57.

## **How to make a claim**

When an accident happens, you should take any immediate action you think is necessary to protect property and belongings from further damage, such as switching off the gas, electricity or water.

Call the claims helpline on the number shown on pages 57-58. Please have the policy number handy when you call. While 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.

For your protection, telephone calls may be recorded and monitored.

# UNDERSTANDING AND USING THE POLICY

**The policy is in two parts – the policy wording and the schedule. The policy wording explains what is and what is not covered, how claims are settled and other important information.**

The schedule shows which Options of the policy apply, the amount insured and the premium. Please keep the schedule with the policy wording.

A new schedule will be sent whenever a change is made to the insurance and also each year before renewal so you can check that the cover still meets your needs.

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

Once you receive the policy you have 14 days to make sure the cover is exactly what you need. If it isn't, please send the documents back and ask us to make changes. Alternatively, you can ask for the policy to be cancelled and receive a full refund of premium as long as no claim has been made.

The policy does not cover repairs and work necessary to maintain the home in a good condition.

There are conditions of the insurance that you or your family will need to meet as your part of this contract on pages 53 to 56. 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.

You will need to make sure that the amount insured shown on the schedule are kept up to date.

If the Buildings Option is chosen remember to check the amount insured if extensions or improvements such as installing double glazing, adding a fitted kitchen or conservatory are made.

If the Contents, Technology & Entertainment, Garden or Personal Items Option is chosen remember to keep the sums insured up to date when you buy new items and make certain that items are insured for the correct amount at all times.

# WORDS WITH SPECIAL MEANINGS

Some words have a special meaning in the policy and these are listed below. Whenever a word with a special meaning is used in the policy it will be printed in **bold** type.

There are other words with special meanings listed under the Legal Expenses Option on [pages 48-59](#). **You** should also look at these if **you** have selected this Option.

## Company/our/us/we

Royal & Sun Alliance Insurance Ltd.

## Insurance period

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

## You/your/policyholder

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

## Your family

**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.

## Inflation protection

The sum insured for Personal Items shown on the 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.

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

# THE INSURANCE CONTRACT

This policy is a legal contract between **you** and **us**. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **you** provided when **you** applied for the insurance.

**Our** part of the contract is that **we** will provide the cover set out in this policy wording for:

- those Options which are shown on the policy schedule;
- the **insurance period** set out on the policy schedule.

**Your** part of the contract is **you** must:

- pay the premium as shown on the policy schedule for each **insurance period**;
- comply with all the conditions set out in this policy.

If **your** part of the contract is not met, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places 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 in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

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

# BUILDINGS OPTION

This Option sets out the cover provided for Buildings. If this Option has been provided it will be shown on the schedule as included unless the schedule states 'Not insured under this policy'.

| BUILDINGS INCLUDES   | WHAT IS NOT INCLUDED   |
|--|--|
| <p>There are 2 parts to the buildings:</p> <p>a) the buildings of the part of the home in which you live including its detached annexes, outbuildings, garages, sheds and greenhouses;</p> <p>b) the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which <b>you</b> live.</p> <p>Both a) and b) are at the address shown on the schedule.</p> | <p>Items covered under the Garden Option. These are trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues.</p> <p>Aerials or satellite receiving equipment.</p> <p>Any home used for any trade, professional or business purposes except clerical business use.</p> <p>Mobile homes.</p> <p>Any amount exceeding the Buildings sum insured shown on the schedule and limits shown on pages 8-10.</p> |

| WHAT IS COVERED                                     | WHAT IS NOT COVERED   |
|---|---|
| Physical damage to a) & b) caused by the following: | <p>The excess, this is the first part of any claim that <b>you</b> must pay. It applies to covers 1-5, 7-9, 12, 13, 15 &amp; 17 and is shown on the schedule.</p> <p>Damage while part a) the home in which <b>you</b> live:</p> <ul style="list-style-type: none"> <li>has not been lived in by <b>your family</b> for more than 60 days in a row this applies to covers 4, 5, 12 and 13;</li> <li>is lent, let or sub-let to anyone other than <b>your family</b> unless force and violence has been used to get into or out of the home this applies to covers 4 and 5.</li> </ul> |
| 1. Fire, lightning, explosion, earthquake or smoke  | Damage by smoke from air pollution.   |
| 2. Storm or flood.                                  | <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>frost;</li> <li>a rise in the water table (the level below which the ground is completely saturated with water).</li> </ul> <p>Damage to fences or gates.</p>   |
| 3. Riot, civil commotion.                           |   |
| 4. Malicious acts or vandalism.                     |   |
| 5. Theft or attempted theft.                        |   |

# BUILDINGS OPTION (CONT.)

| WHAT IS COVERED  | WHAT IS NOT COVERED (CONT.)   |
|--|---|
| <p>6. Subsidence or heave of the site on which the buildings stand or of land belonging to it, or landslide.</p> <p>Subsidence means downward movement of the site on which the buildings stand by a cause other than the weight of the buildings themselves.</p> <p>Heave means upward and/or lateral movement of the site on which the buildings stand or of the land belonging to it caused by swelling of the ground</p> <p>Landslip means downward movement of sloping ground.</p>  | <p>The first part of any claim that <b>you</b> must pay is shown on the schedule as the subsidence, heave or landslide excess.</p> <p>Damage to part b) the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which <b>you</b> live unless part a) the home in which <b>you</b> live is damaged by the same cause and at the same time.</p> <p>Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of part a) the home in which <b>you</b> live are damaged by the same cause and at the same time.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>• structures bedding down or settlement of newly made up ground;</li> <li>• the coast or a riverbank being worn away;</li> <li>• or from demolition, alteration or repair to the home;</li> <li>• or from poor or faulty design, workmanship or materials;</li> <li>• sulphate reacting with any materials from which any part of the buildings is constructed.</li> </ul> |
| <p>7. Falling trees or branches.</p>   | <p>Damage to fences or gates.</p>   |
| <p>8. Falling aerials or satellite receiving equipment, their fittings or masts.</p>   |   |
| <p>9. Impact involving vehicles, aircraft or anything dropped from them, or animals.</p>   | <p>Damage by pets.</p>  |
| <p>10. Alternative Accommodation.</p> <p>The cost of alternative accommodation for <b>your family</b> if the home is uninhabitable as a result of damage to the buildings by covers 1-9 and 12 of the Building Option, plus covers 20-22 of the Buildings Accidental Damage Option if it has been selected, <b>we</b> will pay the:</p> <ul style="list-style-type: none"> <li>• additional cost of similar short-term accommodation including that required for any pets living with <b>you</b>;</li> <li>• rent <b>you</b> would have received but have lost including ground rent.</li> </ul> | <p>Any costs that <b>you</b>:</p> <ul style="list-style-type: none"> <li>• have to pay once the home becomes habitable again;</li> <li>• agree to pay without <b>our</b> written permission.</li> </ul> <p>The cost of alternative accommodation for anyone who is not a member of <b>your family</b>.</p> <p>Any costs arising from damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £40,000.</p>   |

# BUILDINGS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.)  |
|---|--|
| <p>11. Fees and related costs necessarily incurred in repairing or replacing damaged parts of the buildings, provided the damage is covered under the policy and subject to <b>our</b> prior written agreement.</p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>architects, engineers, surveyors and legal fees;</li> <li>the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the home;</li> <li>the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the home are repaired or replaced.</li> </ul> | <p>Any fees and costs <b>you</b> have to pay for preparing or furthering any claim.</p> <p>Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if <b>you</b> 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 the buildings.</p> |

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p>The following physical damage applies only to part a) the home in which <b>you</b> live caused by the following:</p>  |   |
| <p>12. Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.</p>  | <p>Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage.</p> <p>Damage to any part of the buildings by subsidence cover 6, as a result of escaping water.</p> <p>The cost of removing, repairing or replacing part a) the home in which <b>you</b> live in order to locate the source of the escape of water or oil.</p> |
| <p>13. Locks &amp; keys.</p> <p>Accidental damage to the locks of, or loss of the keys to the outside doors of <b>your</b> home or to safes and alarms in <b>your</b> home.</p> <p><b>We</b> will pay for the replacement of the lock mechanism or will change the locks.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p> | <p>Loss or damage by any process of repair or restoration.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p> <p>Any amount exceeding £750.</p>  |

# BUILDINGS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| In addition <b>we</b> provide the following cover   |   |
| 14. Legal fees to remove squatters.<br>The cost of legal fees which <b>you</b> have to pay to repossess the buildings following occupation by squatters.  | Any legal fees which <b>you</b> agree to pay without <b>our</b> written consent.<br>Any amount exceeding £10,000.   |
| 15. Emergency Services.<br>Damage caused by the emergency services while getting into the buildings to deal with an emergency.  | Damage which is specifically excluded by any cover listed elsewhere in the Buildings Option.<br>Any amount exceeding £1,000.  |
| 16. Selling the home.<br>Cover when selling the buildings.<br>If between the date of exchange of contracts and completion of the sale, there is damage by anything insured under covers 1-9 of the Buildings Option, the buyer shall be entitled to the benefit of this cover once the sale has been completed. | This cover does not apply if insurance on the buildings of the home has been arranged by or for the buyer.<br>Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover. |
| 17. Finding a leak.<br>Following an escape of water or oil from a household heating or water system, <b>we</b> will pay the cost of removing, repairing or replacing any part of the buildings necessary to locate the source of the escape.  | Damage to the heating or water system which the water or oil escapes from unless freezing causes the damage.<br>Any amount exceeding £5,000.  |
| Please remember that the Buildings Option does not include items under the Garden Option.   |   |

## How to make a claim

If **you** wish to claim under this Option please follow the steps on pages 57-58.

**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

## Legal liability

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| In addition <b>we</b> provide the following cover:   |   |
| 18. Legal Liability as owner.<br>The legal liability of <b>your family</b> as owner of the buildings and land belonging to it, to pay damages and costs to others which arise from any single event occurring during the <b>insurance period</b> which result in: <ul style="list-style-type: none"> <li>accidental death, disease, illness or accidental physical injury to anyone;</li> <li>accidental damage to physical property.</li> </ul> | Anything owned by or the legal responsibility of <b>your family</b> .<br>Injury, death, disease or illness to any of <b>your family</b> (other than <b>your</b> domestic employees who normally live with <b>you</b> ).<br>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. |

# BUILDINGS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.)  |
|---|--|
| <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p> <p>The most <b>we</b> will pay is £2,000,000, plus defence costs agreed by <b>us</b> in writing.</p> | <p>Liability arising from:</p> <ul style="list-style-type: none"><li>• any employment, trade, profession or business of any of <b>your family</b>;</li><li>• The Party Wall etc. Act 1996.</li></ul> <p>Liability accepted by any of <b>your family</b> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p> |

Liability for injury or damage resulting from land or buildings of the home nearly always attaches to the occupier, rather than the owner. If **you** are the owner and occupier, insurance against **your** liability as occupier is not provided by the Buildings Option of this policy and **you** should ensure **you** have a contents insurance which will provide **you** with the occupier's liability insurance **you** require.

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p>19. Legal liability defective premises.</p> <p>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.</p> <p>The most we will pay is £2,000,000, plus defence costs agreed by us in writing.</p> | <p>Any home in which <b>you</b> still hold legal title or have an interest.</p> <p>Any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by us and owned and occupied by you.</p> <p>Anything owned by or the legal responsibility of your family.</p> <p>Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you).</p> <p>Liability arising from:</p> <ul style="list-style-type: none"><li>• any employment, trade, profession or business of any of your family;</li><li>• The Party Wall etc. Act 1996.</li></ul> <p>Liability accepted by any of <b>your</b> family under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p> |

# BUILDINGS ACCIDENTAL DAMAGE OPTION

The following additional cover is also provided for the buildings but only if the schedule states 'Accidental damage included'. This Option can only be chosen if the Buildings Option has also been selected.

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| Physical damage to a) & b) caused by the following:   | <p>The excess, which is the first part of any claim that <b>you</b> must pay. It applies to covers 20-22 and is shown on the schedule.</p> <p>Damage while part a) the home in which <b>you</b> live has not been slept in frequently by <b>your family</b> for more than 60 days in a row this applies to covers 20-22.</p>   |
| <p>20. Accidental damage</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>   | <p>Damage while anyone who is not a member of <b>your family</b> lives in part a) unless <b>we</b> have been advised and have agreed to provide this Option and this cover is shown as included on the schedule.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>• water entering the home other than by storm or flood;</li> <li>• mechanical, electrical or electronic fault or breakdown;</li> <li>• the coast or a riverbank being worn away;</li> <li>• sulphate reacting with any materials from which <b>your</b> home is built.</li> </ul> <p>Damage caused by or from:</p> <ul style="list-style-type: none"> <li>• poor or faulty design, workmanship or materials;</li> <li>• subsidence, heave, landslip, movement, settlement or shrinkage;</li> <li>• demolition, alteration or repair.</li> </ul> <p>Damage which is specifically excluded by any cover listed elsewhere in the Buildings Option.</p> |
| <p>21. Accidental breakage of drains and pipes and accidental damage to cables and underground tanks which are used to provide services to or from the buildings, for which <b>your family</b> is legally responsible.</p> <p><b>We</b> will also pay the cost of breaking into and repairing the pipe, if following a blockage, normal methods of releasing a blockage between the main sewer and part a) the home in which <b>you</b> live are unsuccessful.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p> | <p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.</p> <p>Damage to any part of the buildings by subsidence cover 6, as a result of escaping water.</p> <p>Damage caused by or from:</p> <ul style="list-style-type: none"> <li>• poor or faulty design, workmanship or materials;</li> <li>• demolition, alteration or repair.</li> </ul> <p>Damage caused by sulphate reacting with any materials from which <b>your</b> home is built.</p> <p>Damage which is specifically excluded by any cover listed elsewhere in the Buildings Option.</p>   |

# BUILDINGS ACCIDENTAL DAMAGE OPTION

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.) |
|---|-----------------------------|
| 22. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of buildings. |                             |
| Please remember that the Buildings Option does not include items under the Garden Option.               |                             |

## How to make a claim

If **you** wish to claim under this Option please follow the steps on pages 57-58.

**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

# CONTENTS OPTION

This Option sets out the cover **we** provide for Contents, unless the schedule states ‘Not insured under this policy’.

| CONTENTS INCLUDED   | WHAT IS NOT INCLUDED  |
|---|---|
| <p>Contents are household goods, high risk items (which are jewellery, watches and articles of precious metal clocks, paintings, works of art, stamp and coin collections), clothing in the home, visitors contents in the home, personal documents, title deeds, office equipment, office furniture and office stationery all owned by <b>your family</b> or <b>your family’s</b> responsibility under contract.</p> <p>Household goods does include items covered in the Technology &amp; Entertainment and Personal Items Option whilst they are in the home at the address shown on the schedule.</p> <p>Household goods does not include items covered in the Buildings or Garden Options.</p> | <p>Items covered under the Technology &amp; Entertainment, Garden or Personal Items Option, except for clothing in the home.</p> <p>Motor vehicles and children’s motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles other than pedestrian controlled vehicles. aircraft, trains and boats (other than models), motorised pedal cycles, gliders, hang-gliders, wetbikes, hovercraft and any other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed.</p>  |
|   | <p>Fixtures and fittings, business stock, money, credit, debit, cheque, charge or store loyalty cards, bankers or cash dispenser cards, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller’s cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets.</p> <p>Anything used for trade, professional or business purposes except office equipment, office furniture, office stationery.</p> <p>Office stationery does not include the cost of replacing paper records except for their value as stationery.</p> <p>Animals.</p> <p>Electronic data downloads, film downloads and music downloads.</p> <p>Any amount exceeding the sum insured and limits shown on the schedule and on pages 8-10.</p> |
| <p>What are household goods? – the things <b>you</b> keep in the home – that <b>you</b> use to furnish the home and which normally stay at home – if <b>you</b> were to move <b>you</b> would normally take these items with <b>you</b> – for example furniture, curtains, blinds, cushions, rugs, throws, lamps, linen, pots &amp; pans, plates, cutlery, crockery, freestanding white goods such as microwave ovens, fridges, freezers, cookers, dishwashers and washing machines.</p>  |   |

# CONTENTS OPTION (CONT.)

| CONTENTS INCLUDED   | WHAT IS NOT INCLUDED (CONT.) |
|---|------------------------------|
| <p>Please remember that Contents does not include items included in the Garden Option – Garden means trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues. Please refer to pages 39-40 for further cover details on this Option.</p> |                              |

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| Loss or damage to contents in the home at the address shown on the schedule including contents in its detached annexes, outbuildings, garages, sheds and greenhouses caused by the following: | <p>The excess, this is the first part of any claim that <b>you</b> must pay. It applies to covers 1-17, 20 &amp; 21 and is shown on the schedule.</p> <p>Loss or damage from the home if the home has not been lived in by <b>your family</b> for more than 60 days in a row this applies to covers 3, 5, 6, 7, 14 &amp; 21.</p> |
| 1. Fire, lightning, explosion, earthquake or smoke.   | Damage by smoke from air pollution.  |
| 2. Storm or flood.  | Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).  |
| 3. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.<br>Oil escaping from a fixed heating system.  | <p>Damage to the appliance or system which the water or oil escapes from.</p> <p>The cost of replacing the water or oil that has escaped.</p>  |
| 4. Riot, civil commotion.   |  |
| 5. Malicious acts or vandalism.   | Loss or damage while anyone who is not a member of <b>your family</b> is living in the home unless force and violence has been used to get into or out of the home.  |
| 6. Theft or attempted theft using force and violence to get into or out of the home.  | Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.   |

# CONTENTS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.)   |
|---|---|
| <p>7. Theft or attempted theft not using force and violence to get into or out of the home.</p>   | <p>Loss or damage while:</p> <ul style="list-style-type: none"> <li>anyone who is not a member of <b>your family</b> is living in the home unless force and violence has been used to get into or out of the home;</li> <li><b>your</b> home is used to receive any visitors or paying guests in connection with any trade, profession or business.</li> </ul> <p>Loss by deception unless the only deception was someone tricking their way into <b>your</b> home.</p> <p>Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p> |
| <p>8. Subsidence or heave of the site on which the buildings stand or of land belonging to it, or landslip.</p> <p>Subsidence means downward movement of the site on which the buildings stand by a cause other than the weight of the buildings themselves.</p> <p>Heave means upward and/or lateral movement of the site on which the buildings stand or of the land belonging to it caused by swelling of the ground.</p> <p>Landslip means downward movement of sloping ground.</p> | <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>solid floors moving unless the foundations of the outside walls of the home are damaged by the same cause and at the same time;</li> <li>structures bedding down or settlement of newly made up ground;</li> <li>the coast or a riverbank being worn away;</li> <li>or from demolition, alteration or repair to the home;</li> <li>or from poor or faulty design, workmanship, or materials.</li> </ul>   |
| 9. Falling trees or branches.   |   |
| 10. Falling aerials or satellite receiving equipment, their fittings or masts.  |   |
| 11. Impact involving vehicles, aircraft or anything dropped from them, or animals.  | Loss or damage by pets.   |
| <p>12. Wedding, Civil Partnership and Birthday gifts.</p> <p>Loss or damage to wedding, civil partnership and birthday gifts by covers 1-11 of this Option plus covers 23-27 of the Contents Accidental Damage Option if it has been selected.</p> <p>The limit or sum insured shown on the schedule will increase by £3,000 for one month before and one month after the wedding day, civil partnership ceremony or birthday of any of <b>your family</b>.</p>                         | Loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.  |

# CONTENTS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.)  |
|---|--|
| <p>13. Religious festivals.</p> <p>Loss or damage by covers 1-11 of this Option plus covers 23-27 of the Contents Accidental Damage Option if it has been selected, for contents purchased as a result of a religious festival.</p> <p>The limit or sum insured shown on the schedule will increase by £3,000 for one month before and one month after a religious festival.</p>  | <p>Loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.</p>  |
| <p>14. Freezer food.</p> <p>The cost of replacing food in a freezer in the home, that has been spoilt by an accidental change in temperature.</p>   | <p>Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to the home.</p> <p>Any amount exceeding £1,000.</p>   |
| <p><b>We</b> also provide cover for contents when they are away from the home or outside the home:</p>  |  |
| <p>15. Temporary removal.</p> <p>Loss or damage to contents caused by covers a)-i) below while they are moved temporarily away from the home to a building or residence where your family is living, working, or studying at university, college or school, or to other premises all within the British Isles.</p> <p>a) Fire, lightning, explosion, earthquake or smoke.</p> <p>b) Storm or flood.</p> <p>c) Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.</p> <p>d) Riot, civil commotion.</p> | <p>Any amount exceeding £20,000.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage to any contents in the open.</p> <p>Loss or damage if the premises where the contents are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.</p> |

# CONTENTS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.)  |
|---|--|
| <p>e) Malicious acts or vandalism.</p> <p>f) Theft or attempted theft using force and violence to get into or out of the premises where the contents are temporarily kept.</p> <p>g) Falling trees or branches.</p> <p>h) Falling aerials or satellite receiving equipment, their fittings or masts.</p> <p>i) Impact involving vehicles, aircraft or anything dropped from them, or animals.</p>   | <p>Loss or damage if the premises where the contents are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.</p> <p>Loss or damage if the premises where the contents are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.</p> <p>Loss or damage to any contents in the open.</p> <p>Loss or damage by pets.</p>  |
| <p>16. Contents in the open.</p> <p>Loss or damage to the contents by covers a)-h) below while in the open on the land belonging to the home caused by:</p> <p>a) Fire, lightning, explosion, earthquake or smoke.</p> <p>b) Storm or flood.</p> <p>c) Riot, civil commotion.</p> <p>d) Malicious acts or vandalism.</p> <p>e) Theft or attempted theft.</p> <p>f) Falling trees or branches.</p> <p>g) Falling aerials or satellite receiving equipment, their fittings or masts.</p> <p>h) Impact involving vehicles, aircraft or anything dropped from them, or animals.</p> | <p>Any amount exceeding £750.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• if the home has not been lived in by <b>your family</b> for more than 60 days in a row;</li> <li>• while anyone who is not a member of <b>your family</b> is living in the home.</li> </ul> <p>Loss or damage while:</p> <ul style="list-style-type: none"> <li>• anyone who is not a member of <b>your family</b> is living in the home.</li> <li>• while the home is used to receive visitors or paying guests in connection with <b>your</b> business.</li> </ul> <p>Loss or damage by pets.</p> |
| <p>17. Emergency services.</p> <p>We will pay for damage to the contents caused by the emergency services while getting into the home to deal with an emergency.</p>  | <p>Damage which is specifically excluded by any cover listed elsewhere in the Contents Option.</p> <p>Any amount exceeding £1,000.</p>   |

# CONTENTS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.)  |
|---|--|
| <p>18. Alternative Accommodation.</p> <p>The cost of Alternative Accommodation for <b>your family</b> if the home is uninhabitable as a result of damage to the contents by covers 1-11 of this Option plus covers 23-27 of the Contents Accidental Damage Option if it has been selected, <b>we</b> will pay the:</p> <ul style="list-style-type: none"> <li>• additional cost of similar short-term accommodation including that required for any pets living with <b>you</b>;</li> <li>• cost of temporary storage of the contents.</li> </ul> <p>If <b>you</b> are a tenant this cover will be provided as long as no other insurance covers this loss.</p> | <p>Any costs <b>you</b>:</p> <ul style="list-style-type: none"> <li>• have to pay once the home becomes habitable again;</li> <li>• agree to pay without <b>our</b> written permission.</li> </ul> <p>The cost of alternative accommodation for anyone who is not a member of <b>your family</b>. Any costs arising from loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £10,000.</p> |
| <p>19. Tenants liability.</p> <p>If <b>you</b> are legally liable under the terms of <b>your</b> tenancy agreement (not as owner, leaseholder or landlord), for damage to the home <b>we</b> will provide covers 1-9 and 12 of the Buildings Option.</p>  | <p>Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £10,000.</p>  |
| <p>20. Tenants improvements.</p> <p>Damage by covers 1-9 and 12 of the Buildings Option to fixed improvements and fixed internal decorations which <b>you</b> have added as a tenant of the home.</p>   | <p>Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £10,000.</p>  |
| <p>21. Locks &amp; keys.</p> <p>Accidental damage to the locks of, or loss of the keys to the outside doors of <b>your</b> home or to safes and alarms in <b>your</b> home.</p> <p><b>We</b> will pay for the replacement of the lock mechanism or change the locks.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>   | <p>Loss or damage by any process of repair or restoration.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p> <p>Any amount exceeding £750.</p>   |

## How to make a claim

If **you** wish to claim under this Option please follow the steps on pages 57-58.

**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

Please remember that Contents Option does not include items under the Garden Option

# CONTENTS OPTION (CONT.)

## Legal Liability

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p>In addition we provide the following cover:</p> <p>22. Legal Liability.</p> <p>The personal legal liability of <b>your family</b>:</p> <ul style="list-style-type: none"><li>• as occupier of the home and its land;</li><li>• as individuals;</li><li>• as an employer to any of <b>your family's</b> domestic employees;</li></ul> <p>to pay damages and costs to others which arise from any single event occurring during the insurance period which results in:</p> <ul style="list-style-type: none"><li>• accidental death, disease, illness or accidental physical injury to anyone;</li><li>• accidental damage to physical property.</li></ul> <p>The most we will pay is £2,000,000, except where there is accidental bodily injury to a domestic employee where the most we will pay is £10,000,000</p> <p>We will also pay defence costs agreed by us in writing.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p> | <p>Anything owned by or the legal responsibility of <b>your family</b>.</p> <p>Injury, death, disease or illness to any of <b>your family</b> (other than <b>your</b> domestic employees who normally live with <b>you</b>).</p> <p>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.</p> <p>Liability arising from:</p> <ul style="list-style-type: none"><li>• any employment, trade, profession or business of any of <b>your family</b>;</li><li>• any of <b>your family</b> passing on any disease or virus;</li><li>• the ownership or use of any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs or similar electric scooters specifically designed for the disabled or infirm), whether licensed for road use or not, any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models), gliders, hang-gliders, caravans or trailers;</li><li>• any of <b>your family</b> owning land or buildings;</li><li>• The Party Wall etc. Act 1996.</li></ul> <p>Liability accepted by any of <b>your family</b> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p> |

# CONTENTS ACCIDENTAL DAMAGE OPTION

The following additional cover is also provided for Contents but only if the schedule states 'Accidental damage included'. This Option can only be chosen if the Contents Option has also been selected.

| WHAT IS COVERED  | WHAT IS NOT COVERED  |
|--|--|
| Damage to <b>your</b> contents caused by the following:  | The excess, this is the first part of any claim that <b>you</b> must pay. It applies to covers 23, 24, 25, 26 & 27 and is shown on the schedule.<br>Damage if the home has not been lived in by <b>your family</b> for more than 60 days in a row this applies to covers 23, 26 & 27.<br>Damage while anyone who is not a member of <b>your family</b> lives in the home, unless <b>we</b> have agreed to provide the Accidental Damage Option and this cover is shown as insured on the schedule.<br>Deterioration of food. |
| 23. Accidental damage.<br>Accidental damage this means sudden, unexpected and visible damage which has not been caused on purpose.   | Damage by: <ul style="list-style-type: none"> <li>• water entering the home other than by storm or flood;</li> <li>• mechanical, electrical or electronic fault or breakdown;</li> <li>• any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.</li> </ul>   |
| 24. Accidental breakage of mirrors, ceramic hobs in free standing cookers or glass which forms part of the furniture in the home.  | The replacement cost of any part of the item other than the broken glass.  |
| 25. Professional removal.<br>Accidental damage or loss while a professional removal firm is moving the contents from the home directly to <b>your</b> new permanent home in the British Isles.<br>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose | Loss or damage: <ul style="list-style-type: none"> <li>• by mechanical, electrical or electronic fault or breakdown;</li> <li>• while the contents are in storage or being moved to or from storage.</li> </ul> Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.  |
| 26. Accidental loss of liquid petroleum gas or oil at the home.  | Loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.<br>Any amount exceeding £2,000.   |
| 27. Accidental loss of metered water at the home.  | Any amount exceeding £5,000.   |
| Please remember that Contents Option does not include items under the Garden Option  |  |

## How to make a claim

If **you** wish to claim under this Option please follow the steps on pages 57-58.

**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

# PERSONAL ITEMS OPTION

This Option sets out the cover **we** provide for **your** Personal Items in or away from the home, unless the schedule states 'Not insured under this policy'. This Option can only be chosen if the Contents Option has also been selected.

| PERSONAL ITEMS INCLUDES   | WHAT IS NOT INCLUDED   |
|---|--|
| <p>Personal Items means clothing, jewellery, watches, medals and other items which <b>your family</b> normally wear or carry, credit, debit, charge, or cash dispenser cards, current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, sports and camping equipment, pedal cycles and their accessories, wheelchairs or similar electric scooters specifically designed for the disabled or infirm and which are not legally required to be licensed for road use all owned by <b>your family</b> or <b>your family's</b> responsibility under contract.</p>   | <p>Items covered under the Technology &amp; Entertainment or Garden Options.<br/>           Anything used for trade, professional or business purposes.<br/>           Breakage of sports equipment while in use.<br/>           Credit, debit, charge, or cash dispenser cards not issued in the British Isles.<br/>           Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection.<br/>           Motorised pedal cycles.<br/>           Gliders, hang-gliders, wetbikes, hovercraft and any other mechanically propelled or assisted watercraft.<br/>           Trailer tents.<br/>           Any amount exceeding the Personal Items sum(s) insured shown on the schedule and limits shown on pages 8-10.<br/>           Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p> |
| <p>Please remember that Personal Items does not include items included in Technology &amp; Entertainment Option – aerials, cameras, digital receivers, discs, disc players and recorders, computers including notebook, laptops, desktop computers and palm tops, electronic data downloads, fax machines, film downloads, game players including hand held and consoles, games, mobile phones, music downloads, music players, music recorders, musical instruments, navigation equipment that is not permanently fixed in motor vehicles, portable media players, printers, videos, video players and recorders, satellite dishes &amp; receivers, televisions and parts or accessories for any of them all of which are owned by <b>your family</b> or <b>your family's</b> responsibility under contract. Please refer to pages 30-32 for further cover details on this Option.</p> |  |
| <p>Please remember that Personal Items does not include items included in the Garden Option – trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues. Please refer to pages 39-40 for further cover details on this Option.</p>  |  |

# PERSONAL ITEMS

## OPTION (CONT.)

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p>1. Loss or damage in the British Isles and temporarily outside the British Isles for 60 days in any <b>insurance period</b> while in the possession of any of <b>your family</b>.</p> | <p>The excess, this is the first part of any claim that <b>you</b> must pay and is shown on the schedule.</p> <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> <li>• someone aged 16 or over was in the motor vehicle; or</li> <li>• the motor vehicle was securely locked; and</li> <li>• force and violence were used to get into the motor vehicle; and</li> <li>• the items stolen were out of sight in a locked boot or locked compartment.</li> </ul> <p>Any amount exceeding £1,500 for items left in an unattended motor vehicle.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies;</li> <li>• caused by water entering the home other than by storm or flood;</li> <li>• from the home if the home has not been lived in by <b>your family</b> for more than 60 days in a row;</li> <li>• caused by theft or attempted theft from an unlocked hotel room;</li> <li>• if items have been outside the British Isles for a total of more than 60 days in any <b>insurance period</b>;</li> <li>• to any pedal cycle which is left unattended unless the pedal cycle is locked to an object that cannot be moved.</li> </ul> <p>Loss in the home by theft, malicious acts or vandalism when the home is:</p> <ul style="list-style-type: none"> <li>• lived in by anyone other than <b>your family</b>;</li> <li>• used to receive visitors or paying guests in connection with any business; unless force and violence is used to get into or out of the home.</li> </ul> |

# PERSONAL ITEMS OPTION (CONT.)

| WHAT IS COVERED   | WHAT IS NOT COVERED (CONT.)   |
|---|---|
| <p>2. Credit, debit, charge or cash dispenser cards<br/>Cover for losses where <b>your</b> card provider charges <b>you</b> up to a maximum of £50 for each claim for every card, resulting from unauthorised transactions arising from the use of a lost or stolen credit, debit, charge or cash dispenser card.<br/>Do not forget to inform the police and the bank or credit card provider as soon as possible in the event of a loss.</p> | <p>There is no excess payable for credit, debit, charge or cash dispenser cards.<br/>In most cases, <b>you</b> will only be liable for the first £50 per credit, debit, charge or cash dispenser card.<br/>Loss of value or loss due to errors or omissions in receipts, payments or accountancy.<br/>Loss of money not reported to the police within 24 hours of discovery.<br/>Loss which results from any authorised cardholder not following the terms and conditions under which the credit, debit, charge or cash dispenser cards was issued.<br/>Use of credit, debit, charge, or cash dispenser cards by any of <b>your family</b> without the permission of any authorised cardholder.</p> |
| <p>Please remember that the Personal Items Option does not include items included in the Technology &amp; Entertainment, Garden or Buildings Options.</p>   |   |

## How to make a claim

If **you** wish to claim under this Option please follow the steps on pages 57-58.  
**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

# TECHNOLOGY & ENTERTAINMENT OPTION

This Option sets out the cover **we** provide for Technology & Entertainment equipment in or away from the home, unless the schedule states 'Not insured under this policy'. This Option can only be chosen if the Contents Option has also been selected.

| TECHNOLOGY & ENTERTAINMENT INCLUDES   | WHAT IS NOT INCLUDED  |
|---|---|
| Technology & Entertainment equipment means aerials, cameras, digital receivers, discs, disc players and recorders, computers including notebook, laptops, desktop computers and palm tops, electronic data downloads, fax machines, film downloads, game players including hand held and consoles, games, mobile phones, music downloads, music players, music recorders, musical instruments, navigation equipment that is not permanently fixed in motor vehicles, portable media players, printers, videos, video players and recorders, satellite dishes & receivers, televisions and parts or accessories for any of them all owned by <b>your family</b> or <b>your family's</b> responsibility under contract.   | <p>Items covered under the Personal Items or Garden Options.</p> <p>Motor parts or accessories other than removable entertainment and navigation equipment while removed.</p> <p>Anything used for trade, professional or business purposes (other than notebook computers, laptops, desktop computers, palm tops, faxes, printers and mobile phones).</p> <p>Any amount exceeding the Technology &amp; Entertainment sum insured shown on the schedule and limits shown on pages 8-10.</p> <p>Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p> |
| Please remember that Technology & Entertainment does not include items included in the Personal items Option – clothing, jewellery, watches, medals, and other items which <b>your family</b> normally wear or carry, credit, debit, charge, or cash dispenser cards, current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, sports and camping equipment, pedal cycles and their accessories, wheelchairs or similar electric scooters specifically designed for the disabled or infirm and which are not legally required to be licensed for road use all of which are owned by <b>your family</b> or your family's responsibility under contract. Please refer to pages 30-32 for further cover details on this Option. |   |
| Please remember that Technology & Entertainment does not include items included in the Garden Option – trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues. Please refer to pages 39-40 for further cover details on this Option.   |   |

# TECHNOLOGY & ENTERTAINMENT OPTION (CONT.)

| WHAT IS COVERED  | WHAT IS NOT COVERED  |
|--|--|
|  | <p>The excess, this is the first part of any claim that <b>you</b> must pay. It applies to covers 1 &amp; 2 and is shown on the schedule.</p>  |
| <p>1. Loss or damage in the British Isles and temporarily outside the British Isles for 60 days in any <b>insurance period</b> while in the possession of any of <b>your family</b>.</p> | <p>Loss or damage caused by</p> <ul style="list-style-type: none"> <li>• mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies;</li> <li>• theft or attempted theft from an unlocked hotel room;</li> <li>• water entering the home other than by storm or flood.</li> </ul> <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> <li>• someone aged 16 or over was in the motor vehicle; or</li> <li>• the motor vehicle was securely locked; and</li> <li>• force and violence were used to get into the motor vehicle; and</li> <li>• the items stolen were out of sight in a locked boot or locked compartment.</li> </ul> |
|  | <p>Any amount exceeding £1,500 for items left in an unattended motor vehicle.</p> <p>Loss or damage from the home if the home has not been lived by <b>your family</b> for more than 60 days in a row.</p> <p>Loss or damage by theft, malicious acts or vandalism while the home is used to receive visitors or paying guests in connection with any business, unless force and violence is used to get into or out of the home.</p> <p>Loss by deception unless the only deception is someone tricking their way into the home.</p> <p>Loss or damage if items have been outside the British Isles for a total of more than 60 days in any <b>insurance period</b>.</p> <p>The cost of replacing non-recoverable music, film or electronic data.</p> |

# TECHNOLOGY & ENTERTAINMENT OPTION (CONT.)

| WHAT IS COVERED  | WHAT IS NOT COVERED (CONT.)  |
|--|--|
| 2. Music, film or electronic data downloads<br>The cost of replacing non-recoverable music, film or electronic data legally downloaded by <b>your family</b> , from a legitimate website following loss or damage to technology & entertainment equipment. | The cost of remaking or recreating any non-recoverable music, film or electronic data.<br>Any data not commercially available at the time of loss.<br>Any amount exceeding £2,500. |

Please remember that the Technology & Entertainment does not include items included in the Personal Items or Garden Options.

## How to make a claim

If **you** wish to claim under this Option please follow the steps on pages 57-58.

**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

# HOME EMERGENCY ASSISTANCE OPTION

This Option sets out the cover **we** provide for Home Emergency Assistance, unless the schedule states 'Not insured under this policy'. This Option can only be chosen if the Buildings or Contents Options have also been selected.

| HOME EMERGENCY ASSISTANCE INCLUDES   | WHAT IS NOT INCLUDED   |
|--|--|
| <p>The Home Emergency Assistance Option only covers <b>you</b> against the costs of certain household situations, which <b>you</b> will find described in covers 1-7 in this Option.</p> <p><b>We</b> 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 <b>us</b> 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 <b>you</b>, cause damage to the home or its contents, or result in the home losing its main source of heating, lighting or water (hot or cold). Home Emergency Assistance Option does not cover everything which <b>you</b> 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.</p> <p>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.</p> <p>An authorised tradesman is approved and instructed by <b>us</b> and is competent to provide domestic repair services appropriate to the situation. Payments will be made directly to <b>our</b> contractor.</p> <p>The most <b>we</b> will pay for any one claim including the cost of the repair, parts, call out charges, alternative accommodation and VAT is up to £500.</p> | <p>Any incident not reported to us immediately upon discovery.</p> <p>Garages (unless integral to the home), sheds, greenhouses, any other outbuilding which is not designed to be permanently lived in.</p> <p>Land belonging to the home.</p> <p>Gas leaks other than under cover 7.</p> <p>Any subsequent repairs for the same damage or system.</p> <p>Permanently replacing or removing paths or driveways in order to deal with the emergency.</p> <p>Any repair arising from circumstances known to <b>you</b> before <b>you</b> asked <b>us</b> to provide cover.</p> <p>Any system, equipment or facility having reached the end of its expected working life.</p> <p>Damage caused as a result of any system, equipment or facility having reached the end of its expected working life.</p> <p>The normal day to day maintenance of the home, system(s) or facility.</p> <p>Any heating system or equipment not installed or repaired correctly by an authorised tradesman (approved by a regulatory body) following manufacturer's instructions.</p> <p>Any heating system not operated in accordance to manufacturer's instructions.</p> <p>Any equipment, which has been the subject of a manufacturer recall, unless the recall advice was followed, and any changes required were implemented.</p> <p>Domestic appliances.</p> <p>Damage if the home has not been lived in by <b>your family</b> for more than 60 days in a row.</p> <p>Damage while the home is lent, let or sub-let to anyone other than <b>your family</b>.</p> <p>Repairs which are made by anyone other than the tradesman authorised by <b>us</b>.</p> |

# HOME EMERGENCY ASSISTANCE OPTION (CONT.)

| HOME EMERGENCY ASSISTANCE INCLUDES | WHAT IS NOT INCLUDED (CONT.)  |
|------------------------------------|---|
|                                    | <p>Costs incurred without <b>our</b> agreement.</p> <p>Any loss expenses or costs of any kind that are not directly caused by the event that led to <b>your</b> claim.</p> <p>Any home used for any trade, professional or business purposes except clerical business.</p> <p>Any amount exceeding the sum insured shown on the schedule.</p> |

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| <p><b>We</b> will pay the cost of the repair, parts and call out charges for:</p>   |  |
| <p>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.</p>             | <p>Cesspits, septic tanks and associated fittings.</p> <p>Any mains service which is the responsibility of a public service company.</p> <p>Shared drainage facilities, except on the land belonging to the home.</p> <p>Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain.</p> <p>Descaling and any work arising from hard water scale deposits.</p> <p>Escape of water outside of the home, which is not causing damage to the interior of the home or its contents.</p>   |
| <p>2. Loss of heating as a result of complete failure or breakdown of the Primary heating system of the home during the period 1st October to 30th April (inclusive).</p> | <p>Boilers over 10 years old.</p> <p>Any boiler with an output of 60kW or more.</p> <p>The cost of repairing a heating system that, in our opinion, is beyond economical repair.</p> <p>The cost of replacing the heating system.</p> <p>Complete or partial breakdown of the primary central heating system outside the period 1st October to 30th April.</p> <p>Failure of the electricity and or gas supplies as a result of:</p> <ul style="list-style-type: none"> <li>• industrial action by a public service company.</li> <li>• the electricity and or gas supply being deliberately or accidentally cut or turned off.</li> </ul> |

# HOME EMERGENCY ASSISTANCE OPTION (CONT.)

| WHAT IS COVERED | WHAT IS NOT COVERED (CONT.)  |
|-----------------|--|
|                 | <p>Failure or breakdown of a component which affects only the efficiency of the primary heating system.</p> <p>Any loss or damage caused as a result of the lack of fuel.</p> <p>Where the primary heating system is not regularly maintained and serviced as recommended by the manufacturer and carried out by an authorised tradesman (approved by a regulatory body). Proof will be required and the service must have been conducted within 15 months of the last service.</p> <p>Descaling and any work arising from hard water scale deposits.</p> <p>Any mains service which is the responsibility of a public service company.</p> <p>Damage to radiators, however we will pay to isolate leaking radiators.</p> <p>Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain.</p> <p>Removing asbestos unless necessary to undertake insured repair.</p> |

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.

If **you** wish to claim under this Option please follow the steps on pages 57-58.  
**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

# GARDEN OPTION

This Option sets out the cover **we** provide for Garden items, unless the schedule states 'Not insured under this policy'. This Option can only be chosen if the Contents Option has also been selected. If this Option is selected and is shown as included on the schedule and if the Contents Accidental Damage Option is also selected and is shown as included on the schedule **we** will automatically add Accidental Damage cover for the items covered in the Garden Option.

| GARDEN INCLUDES  | WHAT IS NOT INCLUDED   |
|--|--|
| Garden means trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues all owned by your family or <b>your</b> family's responsibility under contract. | <p>Items covered under the Buildings, Contents, Technology &amp; Entertainment and Personal Items Options.</p> <p>Accidental damage unless the Contents Accidental Damage Option has been selected.</p> <p>Motor vehicles and children's motor vehicles whether licensed for road use or not, mechanically propelled or assisted vehicles, (other than garden machinery) or parts or accessories for any of them whether attached or detached.</p> <p>Anything used for trade, professional or business purposes.</p> <p>Any amount exceeding the sum insured shown on the schedule and limit on pages 8-10.</p> |

| WHAT IS COVERED  | WHAT IS NOT COVERED  |
|--|--|
| Loss or damage to the garden and items in the garden at the address shown on the schedule including items in its detached annexes, outbuildings, garages, sheds and greenhouses caused by the following: | <p>The excess, this means the first part of any claim that you must pay. It applies to covers 1-9 and is shown on the schedule.</p> <p>Loss or damage if:</p> <ul style="list-style-type: none"> <li>the home has not been lived in by your family for more than 60 days in a row;</li> <li>anyone who is not a member of your family is living in the home;</li> </ul> <p>both apply to covers 4 and 5.</p> |
| 1. Fire, lightning, explosion, earthquake or smoke.  | Damage by smoke from air pollution.  |
| 2. Storm or flood.   | Damage to trees, shrubs, plants, hedges and lawns.   |
| 3. Riot, civil commotion.  |  |
| 4. Malicious acts or vandalism   |  |
| 5. Theft or attempted theft.   | Loss or damage if the home and/or garden are used to receive visitors or paying guests in connection with <b>your</b> trade, profession or business.   |

## GARDEN OPTION (CONT.)

| WHAT IS COVERED  | WHAT IS NOT COVERED (CONT.)   |
|--|---|
| 6. Falling trees or branches.  | Damage to shrubs, plants, hedges and lawns.   |
| 7. Falling aerials or satellite receiving equipment, their fittings or masts.  |   |
| 8. Impact involving vehicles, aircraft or anything dropped from them, or animals.  | Loss or damage by pets.   |
| 9. Accidental Damage<br>Accidental damage this means sudden, unexpected and visible damage which has not been caused on purpose<br>This cover only applies if the Contents Accidental Damage Option has been selected. | Damage to trees, shrubs, plants, hedges and lawns.<br>Damage while anyone who is not a member of <b>your</b> family lives in the home, unless we have agreed to provide the Contents Accidental Damage Option and this cover is shown as insured on the schedule.<br>Damage by mechanical, electrical or electronic fault or breakdown.<br>Any cover listed elsewhere in the Garden Option and which is specifically excluded under that cover. |

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| In addition we provide the following cover:   |   |
| 10. We will pay for the re-landscaping of <b>your</b> gardens at the home as a result of damage by the emergency services.  | Loss or damage by any cover listed elsewhere in the Garden Option and which is specifically excluded under that cover except for damage to trees, plants, shrubs, hedges and lawns.<br>Any amount exceeding £5,000. |
| Please remember that the Garden Option does not include items covered under the Buildings, Contents, Technology & Entertainment and Personal Items Options.<br>Buildings means – the buildings of the part of the home in which <b>you</b> live including its detached annexes, outbuildings, garages, sheds and greenhouses, the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which <b>you</b> live. Please refer to pages 20-21 for further cover details of this Option. |   |

### How to make a claim

If **you** wish to claim under this Option please follow the steps on pages 57-58.

**You** should also read the claims conditions and policy & claims exclusions on pages 52-57.

# LEGAL EXPENSES OPTION

The words with special meaning which apply to this Option are listed on pages 41-43. **You** should look at these.

This Option explains the cover we provide for legal expenses up to £50,000 for any one claim unless **your** schedule states 'Not insured under this policy'.

This Option 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
- 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 your schedule 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

This part of the policy sets out the words which have special meanings. Each word is listed with the meaning explained below it and is printed in bold type whenever it appears in this Option.

There are other words with special meanings listed on page 3 and **you** should also look at these.

### Any one claim

All legal proceedings, including appeals, arising from or relating to the same original cause or event.

### Arbitration

A meeting held in private to settle a dispute about the policy. This is less formal than a court hearing.

### Court

A court or other appropriate authority.

### 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.

# LEGAL EXPENSES OPTION (CONT.)

## 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.

## Household

**You, your** husband, wife, partner, children, parents and relatives who all normally live with you at your home.

## Insurer

Royal & Sun Alliance Insurance Ltd.

**We** have appointed Arc Legal Assistance to administer claims for legal expenses on our behalf.

## 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. Anything more than is allowed on the standard basis must be paid by **you**.

## Legal proceedings

Legal action in a civil court to protect your rights in a dispute.

## Partner

A person you have a continuous relationship with who lives with **you** at your home.

## Representative

The solicitor or other suitably-qualified person appointed to act for **you**.

## Standard Basis

The basis for charging costs:

a) in England and Wales under Civil Procedure Rules rule 44.4; or b) in Scotland under Chapter II (in Ordinary Proceedings) or Chapter IV (in Summary Cause Proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993.

## 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.

# LEGAL EXPENSES OPTION (CONT.)

## We, us, our

Arc Legal Assistance, a third party provider approved by Royal & Sun Alliance Insurance Ltd, which handles claims on behalf of the insurer.

You can contact us at: Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD.

## You, your

The person named as policyholder on your schedule and members of your household.

The cause of the action must happen within the territorial limits and during the insurance period.

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.

## A. Personal injury

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| The cost of <b>you</b> taking legal proceedings against another person or organisation as a result of an event which causes your death, or bodily injury. | Anything that is excluded on page 48 of this policy.<br>Any illness or injury which happens gradually or is not caused by a sudden or specific accident.<br>Any illness or injury which arises from or relates to the actual or alleged negligence or recklessness of a medical practitioner.<br>Defending civil legal proceedings that are connected with: <ul style="list-style-type: none"><li>• death, disease or illness of or bodily injury to anyone; or</li><li>• loss or destruction of, or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).</li></ul> Any claim to do with <b>your</b> use of a motor vehicle, its parts or accessories (except a claim against another person or organisation for <b>your</b> death or bodily injury which happened while <b>you</b> were a passenger in a motor vehicle).<br>Any claim where the amount in dispute is less than £250. |

The cause of the action must happen within the territorial limits and during the insurance period.

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.

# LEGAL EXPENSES OPTION (CONT.)

## B. Consumer Protection

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p>1. The cost of <b>you</b> taking <b>legal proceedings</b> against another person or organisation as a result of:</p> <ul style="list-style-type: none"><li>a. a dispute over a contract for buying, selling or renting goods or services;</li><li>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 <b>you</b> losing money.</li></ul> <p>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.</p> | <p>Any matter connected with any freehold or leasehold property which <b>you</b> own or is not your permanent residence.</p> <p>Anything that is excluded on page 48 of this policy.</p> <p>Any dispute over a contract that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after <b>you</b> took out the insurance.</p> <p>Any matter connected with a moneymaking activity.</p> <p>Anything to do with building, converting, extending, altering, renovating or demolishing <b>your</b> home.</p> <p>Any dispute connected with letting, sub-letting, or allowing another person to live in <b>your</b> home.</p> <p>Anything to do with a motor vehicle, its parts or accessories.</p> <p>Any claim where the amount in dispute is less than £250.</p> <p>Any matter connected with any freehold or leasehold property which <b>you</b> own and is not <b>your</b> permanent residence.</p> |

The cause of the action must happen within the **territorial limits** and during the **insurance period**.

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.

# LEGAL EXPENSES OPTION (CONT.)

## C. Residential

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| <p>1. The cost of <b>you</b> taking <b>legal proceedings</b> against another person or organisation as a result of:</p> <ul style="list-style-type: none"><li>a. a person or organisation interfering with <b>your</b> legal rights relating to your home. (You must be legally entitled to live in your home);</li><li>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</li><li>c. an event which causes loss of or damage to your home.</li></ul> | <p>Anything that is excluded on page 48 of this policy.</p> <p>An event that happens less than 90 days after the insurance first started.</p> <p>Any <b>legal proceedings</b> over loss or damage covered under a more specific insurance policy.</p> <p>Anything to do with building, converting, extending, altering, renovating or demolishing <b>your</b> home.</p> <p>Any dispute about letting, sub-letting or allowing another person to live in <b>your</b> home.</p>  |
| <p>2. The cost of defending legal action brought against you as a result of:</p> <ul style="list-style-type: none"><li>a. <b>you</b> 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 your home.)</li><li>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.</li></ul>  | <p><b>Legal proceedings</b> between <b>you</b> and a government department or a local authority, unless <b>you</b> could lose money if <b>your</b> case is not successful.</p> <p>Any matter connected with a moneymaking activity.</p> <p>Any matter connected with any freehold or leasehold property which <b>you</b> own and is not <b>your</b> permanent residence.</p> <p>Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.</p> |

The cause of the action must happen within the **territorial limits** and during the **insurance period**.

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.

# LEGAL EXPENSES OPTION (CONT.)

## D. Employment

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| 1. The cost of <b>you</b> taking <b>legal proceedings</b> against <b>your</b> employer over <b>your</b> contract of employment. As soon as <b>you</b> knew of the dispute, <b>you</b> must have taken and followed legal advice from <b>us</b> .   | Anything that is excluded on page 48 of this policy.<br>A dispute with <b>your</b> employer or legal action brought against <b>you</b> less than 90 days after the insurance first started.<br>Any matter connected with a moneymaking activity other than a dispute with <b>your</b> employer over <b>your</b> contract of employment. |
| 2. The cost of defending legal action brought against <b>you</b> in the <b>territorial limits</b> as a result of prosecution which results from <b>your</b> normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these. | Defending any motoring prosecutions.<br>Defending civil <b>legal proceedings</b> that are connected with <b>your</b> duties as a member of a profession or <b>your</b> duties as a director or officer of any company.  |

The cause of the action must happen within the **territorial limits** and during the **insurance period**.  
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.

# LEGAL EXPENSES OPTION (CONT.)

## E. Tax

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p>The cost of <b>your representative</b> acting for <b>you</b> in a <b>full enquiry</b> by the Inland Revenue into <b>your</b> income and records to decide how much tax <b>you</b> have to pay under the following sections of the Taxes Act 1988.</p> <p>1. Section 19, Schedule E of the Taxes Act 1988 on:</p> <ul style="list-style-type: none"><li>• <b>Your</b> wages or salary; and</li><li>• <b>Your</b> pension.</li></ul> <p>2. Section 18, Schedule D of the Taxes Act 1988 where it relates to income <b>you</b> have received on:</p> <ul style="list-style-type: none"><li>• Investments in the UK; and</li><li>• Investments overseas;</li></ul> <p>in securities listed on a recognised national or international stock exchange. This cannot be <b>your</b> main source of income.</p> | <p>Anything that is excluded on page 48 of this policy.</p> <p>Any tax, interest or penalties <b>you</b> may have to pay to the Inland Revenue.</p> <p>Any case where <b>you</b> or <b>your</b> tax advisor have not taken every reasonable care to act according to tax legislation.</p> <p>Anything to do with a tax return which <b>you</b> sent to the Inland Revenue and which arrived after the legal deadline.</p> <p>An enquiry by the Inland Revenue which is only concerned with one or more specific areas of <b>your</b> tax return and which is not considered by the Inland Revenue to be a <b>full enquiry</b>.</p> <p>Any change in an Inland Revenue investigation or enquiry when it becomes clear that they suspect serious fraud.</p> <p>Any income <b>you</b> have earned as a self employed person.</p> <p>Any matter connected with a moneymaking activity (other than <b>your</b> contract of employment or a normal private investment) or personal liability including:</p> <ul style="list-style-type: none"><li>• your business, trade or profession;</li><li>• a personal venture for gain;</li><li>• a share in a partnership or a joint venture for gain;</li><li>• an investment which is not listed on a recognised national or international stock exchange; or</li><li>• a personal guarantee or indemnity.</li></ul> <p>Any money which the <b>insurer</b> has already paid if <b>you</b> later withdraw, without <b>our</b> agreement, from the defence of a <b>full enquiry</b> by the Inland Revenue.</p> <p>Any money which has to be paid because <b>you</b> withdraw without <b>our</b> agreement from the defence of a <b>full enquiry</b> by the Inland Revenue.</p> <p>Any matter connected with any freehold or leasehold property which <b>you</b> own and is not <b>your</b> permanent residence.</p> |

# LEGAL EXPENSES OPTION (CONT.)

## Exclusions

Exclusions applying to the **Legal expenses** Option.

The exclusions below apply to all the cover which the **insurer** provides under this **Legal expenses** Option. **You** should also refer to the specific exclusions shown under each part of the **Legal expenses** Option on pages 41-55 and to the general policy exclusions shown on pages 52-53 of this policy.

## What is not covered

1. Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
2. Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
3. An event which **you** report to **us** more than six months after it happened.
4. **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.
5. **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
6. Any **legal expenses** **you** could claim under any other insurance.
7. Any **legal proceedings** over loss or damage covered under a specific insurance policy.
8. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
9. Defending **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.)
10. Any application for judicial review.
11. Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)
12. 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.
13. Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
14. Any dispute with **us** or the **insurer** that is not dealt with under the **arbitration** condition on page 53.

## Policy conditions

**You** will need to meet the policy conditions set out in the 'Conditions and exclusions' on pages 53-56 as these conditions apply to the whole policy. In addition, for this Option **you** must also meet the following conditions.

### 1. 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. The legal helpline is available 24 hours a day 7 days a week, to provide **you** with advice concerning **your** problem.

# LEGAL EXPENSES OPTION (CONT.)

## 2. Arbitration

If there is a dispute between **you** and **us** or the **insurer** about this Option 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.

## Claims conditions

**You** will need to meet the claims conditions set out in the 'Conditions and Exclusions' on pages 56-57 as these conditions apply to the whole policy. In addition, for this Option **you** must also meet the following conditions.

### 1. Telling us about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as 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 **insurance period**
- The **legal proceedings** will be dealt with in 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 48 apply.

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.

# LEGAL EXPENSES OPTION (CONT.)

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 take on and carry out in **your** name, any negotiations for **you**. **You** must agree to a settlement which is reasonable.

In respect of all claims covered by the policy, 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**. This is subject to **our** agreement to the legal fees charged by **your representative**.

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**. However, **you** can pay the difference between **your** chosen **representative's** fees and those of a **representative** chosen or suggested by **us**.

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. **We** will not pay **your** choice of **representative** more than **we** would pay **our** own choice of **representative**. Any **representative** **you** choose is appointed to act for **you**.

If **we** and **you** cannot agree that **legal proceedings** are necessary, **you** can take the matter to an independent arbitrator. This process is set out on page 59.

## 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.

# LEGAL EXPENSES OPTION (CONT.)

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 **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 co-operate 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** 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 claims condition 2 on page 49
- **Your** appeal meets the requirements of claims 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 £5,000 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.

# CONDITIONS AND EXCLUSIONS

## Policy Exclusions

These exclusions apply to all the Options of the policy with the exception of Pollution or contamination and Rot which do not apply to the Legal expenses Option.

This insurance does not cover:

### Uninsurable risks

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration
- frost, damp, fungus, mould or condensation
- rot, unless it's:
  - i) caused directly by an escape of water, storm or flood incident specifically covered by this policy, and
  - ii) notified to **us** as soon as any sign of water damage or rot is apparent insects or moths
- any reduction in an item's value caused by repairing **your** contents, or a drop in the market value of **your** home caused by rebuilding or repairing damage to **your** buildings.

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from, the following (except as covered by Home Emergency Cover if **you**'ve chosen this for **your** policy):

- any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting or feeding
- mechanical, electrical or electronic fault or breakdown
- poor or faulty design, workmanship or materials.

### Existing and deliberate damage

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

### Illegal activities

Any direct or indirect loss or damage caused as a result of the buildings being used for illegal activities.

### 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; or
- 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; or
- 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

# CONDITIONS AND EXCLUSIONS (CONT.)

and microcontrollers

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

## 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 an intentional act,

and, which occurs during any **insurance period**.

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 loss, damage, liability, cost or expense of any kind caused directly or indirectly 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.

## 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 purposes 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.

## Policy Conditions

These are the conditions of the insurance **you** and **your family** will need to meet as your part of this contract. There are other separate conditions of insurance applicable to the Legal Expenses Option on page 48. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

# CONDITIONS AND EXCLUSIONS (CONT.)

## Taking care

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

## Changes in your circumstances

Using the address on the front of the schedule, **you** must tell **us** 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 the home;
- the home is going to be used for less than 6 days each week or as a holiday home;
- the 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 **insurance period**;
- work is to be done on the home which is not routine repair, maintenance or decoration, for example, any structural alteration or extension to the home;
- 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;
- any part of the home is going to be used for any trade, professional or business purposes;

There is no need to tell us about trade, professional or business use if:

- the trade, professional or business use is only clerical; and
- **you** do not have staff employed to work from the home; and
- **you** do not have any visitors to the home in connection with **your** trade, profession or business; and
- **you** do not keep any business money or stock in the home.
- any increase in the value of **your** items or the rebuilding cost of **your** Buildings.

**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, exaggeration or false documentation is used by **your family** or anyone acting on behalf of **you** or **your family** to obtain or support:

- a claims payment under your policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

## Transferring your interest in the policy

**You** cannot transfer **your** interest in this policy to anyone else 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 **insurance period**.

# CONDITIONS AND EXCLUSIONS (CONT.)

## 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 **insurance period**.

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

## Where we cancel your policy

Please also refer to the Fraud condition on this page of the policy and to the Changes in Circumstances condition on page 54 of this policy.

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

**We** also reserve the right to terminate the policy in the event that there is a default in the instalment payments due under any linked schedule of payments, by giving **you** 14 days notice at **your** last known address.

## Cancelling the monthly premium instalment agreement

**Your** policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period. **You** may have asked and **we** may have agreed for **your** annual premium to be paid on a monthly basis by instalments.

**We** reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked schedule of payments.

If **you** want to cancel **your** linked schedule of payments but not **your** policy, **you** must contact **us** at the address given on the front of **your** schedule. **We** can then tell **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then all cover under **your** policy will be cancelled from this date.

# CONDITIONS AND EXCLUSIONS (CONT.)

## 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 **insurance period** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

## 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.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people you must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on pages 57-58.

**You** should also check the information on 'How we settle claims' for each Option of **your** policy which covers the loss or damage, e.g. contents, buildings.

## What you must do

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

If **you** wish to make a claim under Home Emergency Assistance **you** must report any situation to **us** immediately upon discovery;

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **your family** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

**You** should do all **we** reasonably ask **you** to do 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;

# CONDITIONS AND EXCLUSIONS (CONT.)

- 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 salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

**You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action 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.

## Other insurance

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

## How to make a claim – call us on 0330 102 4204

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

- **Your** name, address, 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.

# CONDITIONS AND EXCLUSIONS (CONT.)

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 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.

## How we settle claims

### For all claims except Legal Expenses

#### Matching items

**We** will not pay for:

- any loss of value to undamaged items in a matching set as a result of another item in the set being lost or damaged;
- replacing or changing undamaged items which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area. For example each separate item of a matching set of sanitary fittings, fitted kitchen units, matching sofas and chairs or other fixtures and fittings is regarded as a single item.

Each separate item of a matching set is regarded as a single item.

**We** will only pay for lost or damaged items and not for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged.

### For all claims except Home Emergency Assistance and Legal Expenses

Where **you** have to pay an excess this will be taken off the amount of **your** claim.

## How we settle claims for Buildings

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

# CONDITIONS AND EXCLUSIONS (CONT.)

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

- The decrease in market value of the 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.

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.

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

If the 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 the buildings in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of the buildings and **we** will, where appropriate, take off an amount for wear and tear.

The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to the buildings in the same way, size, style and appearance as when they were new, but not more than the sum insured shown on the schedule or the limits in this policy wording.

## How we settle claims for Contents, Personal Items, Technology & Entertainment and Garden Options

1. a. Where the damage can be economically repaired **we** will pay the cost of repair  
b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.  
c. Where we are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.  
d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.
2. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
3. The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your** items insured under the Options **you** have selected as new but not more than the sum insured or any limits shown on the schedule or in this policy wording.
4. If loss or damage happens and the sum insured on the schedule is less than the cost of replacing all **your** items as new **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

# CONDITIONS AND EXCLUSIONS (CONT.)

## How we settle claims for Home Emergency Assistance

The Home Emergency Assistance Option covers **you** against the costs of certain household situations, which **you** will find described in 'What is covered' in this Option. It 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. 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.

If the claim is a result of an incident which is also covered under the Buildings Option or the Buildings Accidental Damage Option of **your** policy, **you** may be able to claim for any further repair costs under that Option. Please call **our** claims helpline on **0330 102 4204** and **we** will be happy to check this for **you**.

**We** will not pay any callout 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.

## No claims discount

This part of the policy explains how No claim discount works and only applies if 'No claim discount' is shown on **your** schedule.

If no incident occurs during the **insurance period** which results in a claim under the Buildings, Contents, Personal Items, Technology & Entertainment or Garden Options **your** No claim discount will increase in line with **our** scale at the renewal of the policy.

For each incident that occurs during the insurance period which results in a claim under the Buildings, Contents, Personal Items, Technology & Entertainment or Garden Options, your No claim discount may reduce in line with our scale at the renewal of the policy. The No claim discount will not be reduced for claims under the Personal Items Option, resulting from unauthorised transactions arising from the use of a lost or stolen credit, debit, charge or cash dispenser card.

**You** cannot transfer **your** No claim discount to anyone else.

# HOW TO MAKE A COMPLAINT

## Complaints procedure

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.

We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

## 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 the sales and service 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. Their contact details are as follows:

Post: RSA  
Customer Relations Team  
PO Box 255  
Wymondham  
NR18 8DP  
Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## If you are still not happy

If you are still unhappy after our 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.

# HOW TO MAKE A COMPLAINT (CONT.)

They can be contacted at:

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

Telephone: 0800 023 4567

(calls to 0800 numbers are free of charge from a landline or mobile.)  
0300 123 9123

(Calls to 03 numbers are charged at the same standard network rate as 01 or 02 landline numbers, even when calling from a mobile)

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

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

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 Ltd (RSA), we provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with Cumberland Building Society.

## 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).

# HOW RSA USE YOUR INFORMATION

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.

# HOW RSA USE YOUR INFORMATION (CONT.)

## 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.

# HOW RSA USE YOUR INFORMATION (CONT.)

## 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.

# HOW RSA USE YOUR INFORMATION (CONT.)

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.

# HOW RSA USE YOUR INFORMATION (CONT.)

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](mailto: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](mailto: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



# The Cumberland

Cumberland Building Society is a member of the Building Societies Association. Registered in England & Wales. Our head office is Cumberland House, Cooper Way, Parkhouse, Carlisle CA3 0JF. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and entered in the Financial Services Register under Reference Number 106074.

Cumberland Building Society Home Insurance is underwritten and administered by Royal & Sun Alliance Insurance Ltd (No. 93792). Registered in England & Wales at St Marks 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. Reference Number. 202323.

All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security.

454234 (02-20)