

BrokerDirect Plc
A better way to insure



Home Options Household Policy

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Home Options Insurance

Introduction

Thank *you* for purchasing this insurance.

Our Home Options cover is designed to provide complete peace of mind for homeowners. It is serviced by *our* UK-based claims and service centre teams.

Sums Insured

To ensure that this policy meets *your* needs, the cover which *you* request must be sufficient for the full replacement value of all *your* personal property which is insured, otherwise *you* may be affected by the proportionality condition set out on page 34. If *you* are in any doubt about the insurance cover which *you* need, please consult the insurance brokers who arranged this insurance who will be able to assist *you*. Also please remember to review *your* insurance requirements from time to time – in particular when *you* make major purchases, acquisitions, investments or alterations around *your home* – to ensure that *your* cover remains adequate.

Premium Payment

Your policy provides the covers for the *Period of Insurance* shown on the Policy *Schedule*, subject to *you* having paid the premium to *us*. Please read this document, the *Schedule*, *Endorsements* and any *Renewal Notice* carefully to ensure that it meets *your* requirements and contact *your* broker as soon as possible if it requires alteration.

The *endorsements* amend or supplement the standard cover shown in the *Policy Wording* and only apply if shown in *your* Policy *Schedule*.

Alterations

If *your* circumstances change in any way which might affect the insurance risk – such as a change in the occupancy or physical condition or ownership of *your home* or possessions – *you* must tell *us* or *your* insurance broker. For full details of the information which affects the insurance risk, please refer to the *Statement of Facts* which forms part of the *Policy Documents*.

How to make a claim

When something happens which *you* think will give rise to a claim, *you* should take any immediate action *you* think is necessary to protect *your* property and belongings from further damage, such as switching off the gas, electricity or water. Telephone *our* Claimline **01204 600347** for immediate help and assistance. If possible, please have *your* 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 and/or we may wish to arrange a visit and inspection.

Complaints

We pride ourselves on *our* service, but occasionally things go wrong. If *you* wish to make a complaint, please contact *us* at:

Phone 01204 600200

Address Broker Direct Plc

Deakins Park

Deakins Mill Way

Egerton, Bolton

BL7 9RW

Email compliance@brokerdirect.co.uk

Please see page 35 for full details of *our* complaints process.

This policy is arranged by *your* insurance broker whose contact details appear on the *Schedule*.

Broker Direct Plc are an intermediary and not an insurer. Broker Direct Plc has not made any personal recommendation regarding the sale of this policy.

This policy is marketed and serviced by Broker Direct Plc in accordance with the authorisation the Insurer has granted under the terms of a contract between Broker Direct and the Insurer. This contract makes Broker Direct Plc the Insurer's agent and gives them the authority to perform certain acts on the Insurer's behalf, but does not affect *your* rights to claim or make a complaint.

Broker Direct Plc is registered in England. No. 2958427. Registered Office: Deakins Park, Deakins Mill Way, Egerton, Bolton BL7 9RW. Authorised and regulated by the Financial Conduct Authority.

Accredited Insurance (Europe) Limited - UK Branch (UK Company Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta. Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1998 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business, and together with its UK Branch, is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority.



Terry Stanley
Chief Executive
Broker Direct Plc



Colin Johnson
Director
Accredited Insurance
(Europe) Ltd - UK Branch

Definitions

Certain words have specific meanings where they appear in this policy. These words are printed in italic type in the *Policy Wording*; their meanings are shown below.

Policy Documents

Insurance policies are legal contracts and *your* insurance documents serve as evidence of the contract *you* have made with *us*. To understand exactly what cover *we* are providing to *you*, the following documents need to be read in conjunction with each other:

Policy Wording (this document) – This is *our* standard cover and details what is insured and what is excluded by the various Covers and the Conditions which apply.

Endorsements – These amend or supplement the standard cover shown in the *Policy Wording*.

Schedule – This contains details of *you*; the property insured, the Covers and excesses which apply to *your* policy; the *Period of Insurance* and the premium.

Statement of Facts – This records the information *we* were given when *we* agreed to provide the cover and the terms of *your* policy (a new *Statement of Facts* will be sent to *you* whenever *your* insurance broker processes a change to this information, and at renewal). Remember, *you* must tell *us* if this information changes. If *you* do not, *your* policy may not be valid and *we* may not pay any claims *you* make.

Renewal Notice – This sets out any changes to the *Policy Wording*, *Schedule* and *Endorsements* which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If *you* have any questions about cover, please contact *your* insurance broker immediately.

If during the *Period of Insurance* the cover provided by *your* insurance policy is changed, replacement documents incorporating the changes will be issued.

We/us/our – Accredited Insurance (Europe) Limited – UK Branch and, where the context requires Broker Direct Plc.

You/your – the person(s) named in the *Schedule* as the Policyholder(s).

Accidental – sudden, unexpected, and not caused deliberately by *you* or *your* tenants.

British Isles – England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland (Eire).

Buildings (Home Options and Home Options Plus) – the main structure of *your home*, including:

- its permanent fixtures and fittings;
 - its domestic *outbuildings*, private garages and sheds;
 - ornamental ponds or fountains, swimming pools and tennis courts;
 - central heating fuel tanks, cesspits and septic tanks;
 - fences, gates, hedges, lampposts, railings and walls;
 - drives, paths, patios and terraces;
- but not satellite television receiving equipment, nor television and radio aerials.

Business Stock – goods or merchandise of *your* company kept at the *home* or premises and available for sale or distribution, excluding valuables.

Communicable Diseases – any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (3) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease whether pandemic or non-pandemic).

Computer Virus – a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. *Computer Virus* includes but is not limited to ‘Trojan Horses’, ‘worms’ and ‘time or logic bombs’.

Contents (Home Options and Home Options Plus)

– household goods and *personal possessions* used mainly for private purposes, which belong to or are the legal responsibility of *you* or *your family*, including:

- *valuables*;
- satellite television receiving equipment and television and radio aerials;
- *money*;
- Office equipment owned by *you* or for which *you* are legally responsible and used for *your* business, profession or trade but not including tools of trade;
- domestic heating oil or metered water;

but not:

- *vehicles and craft* and their accessories other than removable audio and satellite navigation equipment not in the vehicle or craft;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- items *you* have insured more specifically by any other policy;
- computer or office equipment that is owned by the company that *you* work for.

Landlord's Buildings (Home Options Residential Let only)

– the main structure on the Premises, including:

- the Landlord's permanent fixtures and fittings;
- its domestic *outbuildings*, private garages and sheds;
- ornamental ponds or fountains, swimming pools and tennis courts;
- central heating fuel tanks, cesspits and septic tanks;
- fence, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television receiving equipment, nor television and radio aerials.

Buildings does not include lawns, grass, artificial grass or Astro turf.

Landlord's Contents (Home Options Residential Let only)

– household goods used for private purposes, which belong to or are the legal responsibility of *you* including:

- household goods including audio, hi fi, television, video, satellite television receiving equipment and television and radio aerials;
- domestic heating oil or metered water;
- furniture;
- carpets;
- furnishings

but not:

- clothing, sports equipment and pedal cycles;
- laptop computers and tablets;
- mobile phones;
- *valuables*;
- *money*;
- *Personal Possessions*;
- tenants property;
- *vehicles and craft* and their accessories other than removable audio and satellite navigation equipment not in the vehicle or craft;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- items *you* have insured more specifically by any other policy.

Excess – the first amount of any claim for which *you* are responsible (the standard policy excess will only be applied once when combined buildings and contents cover is taken on the same policy).

Family – any of *your* husband, wife, civil or domestic partner, children or relatives (other than tenants or paying guests) permanently living with *you*.

Flood – the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers, lakes, ponds or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding storm and earthquake.

Definitions

Force and Violence – an act that would cause physical damage. Entry by use of ‘Force’, which could be the opening of a door or turning of a key, but the act must be accompanied by ‘Violence’ that would cause physical damage upon entry, of the cover to apply.

Heating Equipment – devices that are used to apply flame and heat that are powered by any fuel type, otherwise named as Blowtorches, torches, burners, lamps, welding or cutting apparatus, or any similar devices.

High Risk Valuables – any articles of gold, silver or other precious metal jewellery, precious stones and watches.

Home – the residential property where you live at the address shown on the *Schedule* or the let domestic property shown on the *Schedule*, used for domestic and clerical business purposes only.

Limit – the maximum amount which will be paid out, after the application of any excess.

Market value – the cost to purchase the same or equivalent property as new from a competitive retail source; including the value of any unexpired and irrecoverable portion of guarantees or warranties applying to the original property.

If it is not possible to source the same or equivalent property as new:

The estimated cost of equivalent or similar property in alternative markets for previously-owned property.

Outbuilding – a building that is not a garage or shed that is separate to the main residence of the property, which has:

- a total floor space of less than 4m x 4m
- is within 50 metres of the main residence of the risk address
- has not been built or modified for the purpose of being accommodated or occupied
- is not a stable
- a reinstatement cost of less than £20,000.

Period of Insurance – the period shown on your *Schedule* for which you have paid and we have accepted your premium.

Money – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens, all held for personal or charitable purposes.

Personal Possessions – clothes and items of a strictly personal nature likely to be worn, used or carried about the person, including *valuables*, belonging to or the legal responsibility of you or your family.

Preferred Suppliers – our network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Rebuilding Cost – the *rebuilding cost of your home* is the amount it would cost to completely rebuild the property if it was destroyed beyond repair including the price of labour and materials (this is not the sale price or *Market value*, but a different amount as the *Rebuilding Cost* may well be higher or lower than the sale price or *Market value* of the property).

Storm – rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing damage caused by water that backs up from a sewer or drain as a direct result thereof, but excluding *flood* and earthquake.

Terrorism – in the United Kingdom or in any other territory, terrorism shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof, which states:

- (1) in this Act, terrorism means the use or threat of action where –
 - a) the action falls within subsection (2);
 - b) the use or threat is designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public, and;
 - c) the use or threat is made for the purpose of advancing a political, religious or ideological cause.
- (2) Action falls within this subsection if it –
 - a) involves serious violence against a person;
 - b) involves serious damage to property;
 - c) endangers a person’s life, other than the person committing the action;
 - d) creates a serious risk to the health or safety of the public or a section of the public;
 - e) is designed to interfere with or seriously disrupt an electronic system.
- (3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection (1b).

United Kingdom – England, Scotland, Wales and Northern Ireland.

Unoccupied

- not permanently lived in by *you*, a tenant, or a person authorised by *you* or;
- without enough furniture for normal living purposes

for more than 30 consecutive days.

The term 'lived in' in this instance means that the property is being slept in overnight for more than 1 consecutive day.

Unoccupied (Home Options Residential Let only)

- not permanently lived in by *your* tenant or a person authorised by *you* or;
- without enough furniture for normal living purposes; for more than 30 consecutive days or outlined within the Policy Conditions.

The term 'lived in' in this instance means that the property is being slept in overnight for more than 1 consecutive day.

Valuables – furs, pictures or other works of art, collections of stamps or coins.

Vehicles and Craft – any electrically- or mechanically-powered vehicles (including motor cycles, childrens' motorcycles, childrens' motor cars, quad bikes, electric or powered pedal cycles, and childrens' quad bikes), caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery-operated or pedestrian-operated models or toys).

What is Covered – the types of loss, damage, and liability for which *you* are entitled to claim under this insurance, subject to the exceptions set out in *What is Not Covered* and the General Exceptions and the General and Claims Conditions.

What is Not Covered – the types of loss, damage and liability for which *you* may not claim.

Home Buildings Cover

This part of the policy sets out the cover we provide for the *buildings* unless the *Schedule* states 'Not insured'.

Every cover is subject to an excess, which is set out on the *Schedule*. Where cover is subject to a *limit*, the *limit* is set out in this policy: otherwise the maximum amount to be paid is the sum insured less any applicable excess.

What is Covered	What is Not Covered
Damage to the <i>buildings</i> caused by the following:	
1. Fire, lightning, explosion, earthquake or smoke.	1. Damage by smoke from air pollution, unless caused by flames. Loss or damage by smoke that happens gradually.
2. Storm or <i>flood</i> .	2. Damage to fences, hedges or gates. Damage caused by rising groundwater levels. Damage caused by frost. The first £250 of any damage caused to solar panels that are fitted permanently to the roof of the <i>home</i> in addition to any other excess you are required to pay.
3. Theft or attempted theft.	3. Damage when <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> , unless <i>force and violence</i> have been used to get into or out of <i>your home</i> . Loss or damage when <i>your home</i> is <i>unoccupied</i> . Loss or damage if as a result of a Key safe being utilised to obtain entry to the property which does not have an LPS1175 security rating of SR1 as a minimum.
4. Freezing of water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Domestic heating oil escaping from a fixed heating system. Trace and access: we will pay up to £5,000: after the policy excess has been applied, for the cost of removing then repairing or reinstating any part of the <i>buildings</i> or where specialist equipment is used, including thermal imaging, when this is necessary to find the source of a water leak from any fixed water system or appliance which is causing damage to the <i>buildings</i> .	4. Damage to the appliance or system from which the water or domestic heating oil escapes unless freezing causes the damage. Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of the <i>buildings</i> or of the land belonging to <i>your home</i> . Loss or damage when <i>your home</i> is <i>unoccupied</i> . Damage caused by the failure, wear and tear or lack of grouting or sealant. Leak of glycol or similar fluid from solar panels or equivalent equipment.
5. Riot, civil commotion.	5. Loss or damage when <i>your home</i> is unoccupied. Damage when <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless <i>force and violence</i> have been used to get into or out of <i>your home</i> .
6. Malicious acts or vandalism.	6. Damage when <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless <i>force and violence</i> have been used to get into or out of <i>your home</i> . Loss or damage when <i>your home</i> is <i>unoccupied</i> .

What is Covered	What is Not Covered
<p>7. Subsidence or heave of the site on which the <i>buildings</i> stand or of land belonging to <i>your home</i>, or landslide.</p>	<p>7. We will not pay the first £1,000 of any loss or damage. Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless the main house is damaged by the same cause and at the same time. Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of the <i>buildings</i> are damaged by the same cause and at the same time. Damage caused by structures bedding down or settlement, shrinkage or expansion. Damage caused by the coast or a riverbank being worn away. Damage caused by or from demolition, alteration or repair to <i>your home</i>.</p>
<p>8. Falling trees or branches.</p>	<p>8. Damage to fences, hedges or gates. Damage caused during tree felling, lopping or topping. The cost of removal if the fallen tree has not damaged <i>your home</i>. The cost of removal of parts of the tree that are still in the ground.</p>
<p>9. Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.</p>	<p>9. The items causing the damage.</p>
<p>10. Impact involving: (a) vehicles, aircraft or anything dropped from them; (b) animals.</p>	<p>10. (b) Loss or damage caused by domestic pets.</p>
<p>In addition you are covered for the following:</p>	
<p>11. <i>Accidental</i> breakage of drains and pipes and <i>accidental</i> damage to cables and underground tanks which are used to provide services to or from <i>your home</i> and for which <i>your family</i> is legally responsible.</p> <p>If following a blockage, normal methods of releasing a blockage between the main sewer and <i>your home</i> are unsuccessful, we will pay the cost of breaking into and repairing the pipe.</p>	<p>11. Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. Loss or damage when <i>your home</i> is <i>unoccupied</i>.</p> <p>Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of the <i>buildings</i> or of the land belonging to <i>your home</i>. Damage by any cause listed elsewhere in the <i>Home Buildings Cover</i> and which is excluded specifically under that cause. Damage caused by the coast or a riverbank being worn away. Damage caused by or from demolition, alteration or repair of <i>your home</i>.</p>

What is Covered	What is Not Covered
<p>If following a blockage, normal methods of releasing a blockage between the main sewer and <i>your home</i> are unsuccessful, we will pay the cost of breaking into and repairing the pipe.</p>	<p>Damage caused by or from poor or faulty design, workmanship or materials. Damage caused by sulphate reacting with any materials from which the <i>buildings</i> are constructed.</p>
<p>12. <i>Accidental</i> breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of <i>your home</i>.</p>	<p>12. The replacement cost of any other part of the item. Damage to tiles. Loss or damage when <i>your home</i> is <i>unoccupied</i>.</p>
<p>13. Emergency Access. The cost of loss or damage to the building caused by the fire brigade, police or ambulance service including any person acting under their control making a forced entry because of an emergency involving <i>you or your family</i>.</p>	<p>13. Any amount above the <i>limit</i> of £1,000 after the <i>excess</i> has applied. Any cost incurred following damage caused by the police in the course of criminal investigation.</p>
<p>14. Replacement of Locks and Keys. The cost of replacing locks and keys to any external door following the theft of keys to the <i>home</i>.</p>	<p>14. Any amount above the <i>limit</i> of £1,000 after the <i>excess</i> has applied. Locks and keys to any domestic <i>outbuilding</i>, private garage and sheds.</p>
<p>15. Professional fees and clearance costs. Fees up to £50,000 or 10% of the reinstatement costs, sum insured or cost of claim (whichever is the lower), and related costs incurred in repairing or replacing damaged parts of the <i>buildings</i>, provided the damage is covered under <i>your</i> policy and subject to <i>our</i> prior written agreement. We will pay for:</p> <ul style="list-style-type: none"> - architects, engineers, surveyors and legal fees; - the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the <i>buildings</i>; - the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the <i>buildings</i> are repaired or replaced. 	<p>15. Any fees and costs <i>you</i> have to pay for preparing or furthering any claim. Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if <i>you</i> 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 <i>buildings</i>. In respect of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the <i>buildings</i>, any amount above the <i>limit</i> shown.</p>

What is Covered

16. Cover while *you* are selling *your home*.
If between the date *you* exchange contracts and the date *you* complete the sale, the *buildings* are damaged by anything insured under causes 1-12 above (and 16 below if included) of this Cover, the buyer shall be entitled to the benefit of this Cover once the sale has been completed.
17. If *your home* is uninhabitable as a result of insured damage to the *buildings* caused by 1-12 above (and 18 below if included), we will pay up to £20,000 or up to 5 months from the date it commences, whichever occurs first for:
- the reasonable additional cost of similar short-term accommodation for *you* and *your family* and also for any pets living with *you*.

What is Not Covered

16. This Cover does not apply if insurance of the *buildings* of *your home* has been arranged by or for the buyer.
Damage by any cause listed elsewhere in the *Home Buildings* Cover and which is excluded specifically under that cause.
We will not pay the first £1,000 of any loss or damage.
17. Any costs *your family* would have to pay once *your home* becomes habitable again.
Any costs *you* agree to pay without *our* written permission.
The cost of alternative accommodation for anyone who is not a member of *your family*.
Any amount above the *limit* shown.
Any cost covered by another policy.

If the *Schedule* states “Accidental damage included”, the following additional cover is provided for the *buildings*:

18. *Accidental damage to the buildings*.
- 18 The costs of maintenance or normal decoration.
Damage caused by wear and tear, depreciation, rot, fungus, mildew, insects, vermin, damp, rust, corrosion, atmospheric or climate conditions, frost, scratching or denting.
Damage caused by domestic pets.
Loss or damage when *your home* is unoccupied.
Damage caused by rising groundwater levels.
Damage by or from subsidence, heave, landslide, movement, settlement or shrinkage of any part of the *buildings* or of any land belonging to *your home*.
Damage by any cause listed elsewhere in the *Home Buildings* Cover and which is excluded specifically under that cause.
Damage caused by the coast or a riverbank being worn away.
Damaged caused by or from demolition, alteration, latent defect, faulty designed materials or workmanship or repair (including during working upon) to *your home*.
Loss or damage resulting from electrical, electronic or mechanical fault or breakdown.
The first £250 of any damage caused to solar panels that are fitted permanently to the roof of *your home* in addition to any other excess *you* are required to pay.

Legal Liability

As well as insuring the *buildings*, we provide the following cover:

What is Covered	What is Not Covered
<p>19. The legal liability of <i>you</i> or <i>your family</i> as owner of <i>your home</i>, to pay damages and costs to others which arise from any single event occurring during the insurance period which result in:</p> <ul style="list-style-type: none">- <i>accidental</i> death, disease, illness or <i>accidental</i> physical injury to anyone;- <i>accidental</i> damage to physical property. <p>The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us is £2,000,000.</p>	<p>19. Anything owned by or the legal responsibility of <i>you</i> or <i>your family</i>.</p> <p>Injury, death, disease or illness to or of <i>you</i> or <i>your family</i> (other than <i>your</i> domestic employees who normally live with <i>you</i>).</p> <p>Liability arising from any employment, trade, profession or business of <i>you</i> or <i>your family</i>.</p> <p>Liability accepted by <i>you</i> or <i>your family</i> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>
<hr/> <p>Liability for injury or damage resulting from land or <i>buildings</i> nearly always attaches to the occupier, rather than the owner. If <i>you</i> are the owner and occupier, insurance against <i>your</i> liability as occupier is not provided by the <i>Home Buildings Cover</i> of this policy and <i>you</i> should ensure <i>you</i> have a <i>contents</i> insurance which provides <i>you</i> with the occupier's liability insurance <i>you</i> require.</p> <hr/>	
<p>20. Legal liabilities which result from the ownership of any private residence previously occupied by <i>you</i> and insured by <i>us</i> 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 <i>you</i> do not have this cover under another policy.</p> <p>The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by <i>us</i> is £2,000,000.</p>	<p>20. Any private residence previously owned and occupied by <i>you</i> in which <i>you</i> 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 private residence previously insured by <i>us</i> and owned and occupied by <i>you</i>.</p> <p>Anything owned by or the legal responsibility of <i>you</i> or <i>your family</i>.</p> <p>Injury, death, disease or illness to or of <i>you</i> or <i>your family</i> (other than <i>your</i> domestic employees who normally live with <i>you</i>).</p> <p>Liability arising from any employment, trade, profession or business of <i>you</i> or <i>your family</i>.</p> <p>Liability accepted by <i>you</i> or <i>your family</i> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>

Landlord's Buildings Cover

This section of the policy sets out the cover we provide for the Landlord's Residential Let buildings cover when selected, unless the *Schedule* states 'Not Insured' or the *endorsements* state 'excluded'. Every cover is subject to an excess, which is set out on the *Schedule*, in this policy or the *endorsements*. Where cover is subject to a *limit*, the *limit* is set out in this policy or the *endorsements*: otherwise the maximum amount to be paid is the sum insured less any applicable excess.

What is Covered	What is Not Covered
Damage to the <i>buildings</i> caused by following:	
1. Fire, lightning, explosion, earthquake or smoke.	1. Damage by smoke from air pollution, unless caused by flames. Loss or damage by smoke that happens gradually.
2. Storm or <i>flood</i> .	2. Damage to fences, hedges or gates. Damage caused by rising groundwater levels. Damage caused by frost. The first £250 of any damage caused to solar panels in addition to any other excess you are required to pay.
3. Theft or attempted theft.	3. The first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> . Loss by deception unless the only deception was someone tricking their way into <i>your home</i> . Loss or damage while <i>your home</i> is used to receive visitors or paying guests in connection with <i>your business</i> . Loss or damage when <i>your home</i> is <i>unoccupied</i> .
4. Freezing of water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Domestic heating oil escaping from a fixed heating system. Trace and access: we will pay up to £5,000: after the policy excess has been applied, for the cost of removing then repairing or reinstating any part of the <i>buildings</i> when this is necessary to find the source of a water leak from any fixed water system or appliance which is causing damage to the <i>buildings</i> .	4. Damage to the appliance or system from which the water or domestic heating oil escapes unless freezing causes the damage. Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of the <i>buildings</i> or of the land belonging to <i>your home</i> . Loss or damage when <i>your home</i> is <i>unoccupied</i> . Leak of glycol or similar fluid from solar panels or equivalent equipment.
5. Riot, civil commotion.	Loss or damage when <i>your home</i> is <i>unoccupied</i> . Damage when <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless force and violence have been used to get into or out of <i>your home</i> . The first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> .

What is Covered	What is Not Covered
6. Malicious acts or vandalism.	6. Damage when <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless force and violence have been used to get into or out of <i>your home</i> . The first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> .
7. Subsidence or heave of the site on which the <i>buildings</i> stand or of land belonging to <i>your home</i> , or landslip.	7. We will not pay the first £1,000 of any loss or damage. Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless the main house is damaged by the same cause and at the same time. Damage to solid floors or damage caused by solid floors moving unless the foundations of the outside walls of the <i>buildings</i> are damaged by the same cause and at the same time. Damage caused by structures bedding down or settlement, shrinkage or expansion. Damage caused by the coast or a riverbank being worn away. Damage caused by or from demolition, alteration or repair to <i>your home</i> .
8. Falling trees or branches.	8. Damage to fences, hedges or gates. Damage caused during tree felling, lopping or topping. The cost of removal if the fallen tree has not damaged <i>your home</i> . The cost of removal of parts of the tree that are still in the ground.
9. Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.	9. The item causing the damage.
10. Impact involving: (a) vehicles, aircraft or anything dropped from them; (b) animals.	10. (b) Loss or damage caused by domestic pets.
11. Weight of snow.	11. Damage to domestic <i>outbuildings</i> , private garages and sheds unless they are built of brick and stone and have a slate or tiled roof. Damage to fences, hedges or gates.

What is Covered

12. **Emergency Access.**
The cost of loss or damage to the building caused by the fire brigade, police or ambulance service including any person acting under their control making a forced entry because of an emergency involving *you* or *your family*.

13. **Replacement of Locks and Keys.**
The cost of replacing locks and keys to any external door following the theft of *your* or the tenants keys to the premises.

In addition *you* are covered for the following:

14. **Accidental** breakage of drains and pipes and **Accidental** damage to cables and underground tanks which are used to provide services to or from *your home* and for which *your family* is legally responsible.
If following a blockage, normal methods of releasing a blockage between the main sewer and *your home* are unsuccessful, we will pay the cost of breaking into and repairing the pipe.

15. **Accidental** breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of *your home*.

16. **Removal of Nests.**
We will pay the costs with *our* agreement in respect of removing bees, wasps and hornet nests from the *home*.

What is Not Covered

12. Any amount above the *limit* of £1,000 after the excess has applied.

Any cost incurred following damage caused by the police in the course of criminal investigation.

13. Any amount above the *limit* of £250 after the excess has applied.

Locks and keys to any domestic *outbuilding*, private garage and shed.

14. Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.

Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of the buildings or of the land belonging to *your home*.

Damage by any cause listed elsewhere in the Home Buildings Cover and which is excluded specifically under that cause.

Damage caused by the coast or a riverbank being worn away.

Damage caused by or from demolition, alteration or repair of *your home*.

Damage caused by or from poor or faulty design, installation, workmanship or materials.

Damage caused by sulphate reacting with any materials from which the buildings are constructed.

Loss or damage when *your home* is *unoccupied*.

15. The replacement cost of any other part of the item.
Damage to tiles.

Loss or damage when *your home* is *unoccupied*.

16. Any amount above the *limit* of £250 after the excess has been applied.

What is Covered	What is Not Covered
<p>17. <i>Accidental</i> loss of metered water and domestic heating oil at the <i>home</i>. We will pay for <i>Accidental</i> and sudden loss of domestic heating oil and metered water.</p>	<p>17. Any amount above the <i>limit</i> of £500 after the excess has applied.</p>
<p>18. Re-letting costs We will pay for the necessary costs in re-letting the <i>building</i> following damage by an insured event which renders the building uninhabitable.</p>	<p>18. Any amount above the <i>limit</i> of £500 after the excess has applied.</p>
<p>19. Professional fees and clearance cost. Fees up to £50,000 or 10% of the reinstatement costs, sum insured or cost of claim (whichever is the lower), and related costs incurred in repairing or replacing damaged parts of the buildings, provided the damage is cover under <i>your</i> policy and subject to <i>our</i> prior written agreement. We will pay for:</p> <ul style="list-style-type: none"> - architects, engineers, surveyors and legal fees; - the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the buildings. - the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the buildings are repaired or replaced. 	<p>19. Any fees and costs <i>you</i> have to pay for preparing or furthering any claim. Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if <i>you</i> 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 <i>buildings</i>. In respect of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the <i>buildings</i>, any amount above the <i>limit</i> shown.</p>
<p>20. Cover while <i>you</i> are selling <i>your home</i> if between the date <i>you</i> exchange contracts and the date <i>you</i> complete the sale, the buildings are damaged by anything insured under causes 1-10, 14 and 15 above (and 20 below if included) of the cover, the buyer shall be entitled to the benefit of this cover once the sale has been completed.</p>	<p>20. This cover does not apply if insurance of the buildings of <i>your home</i> has been arranged by or for the buyer. Damage by any cause listed elsewhere in the <i>Home Buildings Cover</i> and which is excluded specifically under that cause. We will not pay the first £1,000 of any loss or damage.</p>
<p>21. If <i>your home</i> is uninhabitable as a result of insured damage to the <i>buildings</i> caused by 1-10, 14, 15 and 20, we will pay up to £20,000 or up to 5 months from the date it commences, whichever occurs first for:</p> <ul style="list-style-type: none"> - the reasonable additional cost of similar short-term accommodation for <i>your</i> tenants and also for any pets living with them. - rent <i>you</i> would have received but have lost (including ground rent for up to 2 years). 	<p>21. Any costs <i>your family</i> would have to pay once <i>your home</i> becomes habitable again. Any costs <i>you</i> agree to without <i>our</i> prior written permission. The cost of alternative accommodation for anyone who is not a member of <i>your family</i> or <i>your</i> tenants. Any amount above the <i>limit</i> shown. Any cost covered by another policy.</p>

What is Covered

What is Not Covered

If the *Schedule* states 'Accidental damage included', the following additional cover is provided for the buildings.

22. Accidental damage to the buildings.

22. The costs of maintenance or normal decoration.

Damage caused by wear and tear, depreciation, rot, fungus, mildew, insects, vermin, domestic pets, damp, rust, corrosion, atmospheric or climate conditions, frost, scratching or denting.

Damage caused by rising groundwater levels.

Loss or damage when *your home* is *unoccupied*.

Damage by or from subsidence, heave, landslide, movement, settlement or shrinkage of any part of the buildings or of any land belonging to *your home*.

Damage by any cause listed elsewhere in the *Home Buildings Cover* and which is excluded specifically under that cause.

Damage caused by the coast or a riverbank being worn away.

Damage caused by or from demolition, alteration, latent defect, faulty designed materials or workmanship or repair (including during working upon) to *your home*.

Loss or damage resulting from electrical, electronic or mechanical fault of breakdown.

Loss or damage resulting from deliberate acts of tenants or others lawfully on, in or about *your home*.

The first £250 of any damage caused to solar panels that are fitted permanently to the roof of the main residence.

Legal Liability

As well as insuring the *buildings*, we provide the following cover:

What is Covered	What is Not Covered
<p>23. The legal liability of <i>you</i> as owner of <i>your home</i>, to pay damages and costs to others which arise from any single event occurring during the insurance period which result in:</p> <ul style="list-style-type: none">- <i>Accidental</i> death, disease, illness or <i>Accidental</i> physical injury to anyone;- <i>Accidental</i> damage to physical property. <p>The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us is £2,000,000.</p>	<p>23. Anything owned by or the legal responsibility of <i>you</i> or <i>your family</i>.</p> <p>Injury, death, disease or illness to or of <i>you</i> or <i>your family</i> (other than <i>your</i> domestic employees who normally live with <i>you</i>).</p> <p>Liability arising from any employment, trade, profession or business of <i>you</i> or <i>your family</i>.</p> <p>Liability accepted by <i>you</i> or <i>your family</i> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>
<p>24. <i>Your</i> liability for accidents to domestic employees.</p> <p>The legal liability <i>you</i> have as owner of the property and or employer to compensate <i>your</i> domestic employees. If following an accident during the <i>Period of Insurance</i>, and in the course of their employment to, <i>you</i>, any of <i>your</i> domestic employees dies, is injured or falls ill. The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us is £10,000,000 for an accident to <i>your</i> domestic employees.</p>	<p>24. We will not pay if the liability arises from:</p> <p>Injury to any domestic employee when the domestic employee is:</p> <ul style="list-style-type: none">- carried in or up on any motor <i>vehicle</i>;- entering of getting into or a lighting from a motor <i>vehicle</i> in circumstances where Road Traffic legislation requires insurance or security. This will not apply to injury to any domestic employee who at the time the injury occurs is the driver of a motor <i>vehicle</i> or is the person in charge of the motor <i>vehicle</i> for the purposes of driving provided there is no other insurance covering the injury.- tree felling or lopping,- window cleaning, painting or similar operations carried out from cradles and/or hoists,- providing, erecting, dismantling of or working from scaffolding,- demolishing, erecting or structurally altering of or adding to, new or existing buildings,- working at heights greater than three metres or depths greater than one metre,- in <i>your</i> pursuit or exercise of any trade, calling or profession other than the business of landlord.

Home Contents Cover

(Only applicable if Contents Cover is shown on the Schedule for Home Options or Home Options Plus. If you have selected Home Options Residential Let and it is shown on your Schedule or is in the endorsements, refer to Landlords Contents Cover)

This part of the policy sets out the cover we provide for the *contents* unless the *Schedule* states “Not insured”.

Every cover is subject to an excess, which is set out on the *Schedule*. Where cover is subject to a *limit*, the *limit* is set out in this policy: otherwise the maximum amount to be paid is the sum insured less any applicable excess.

The *limit* of liability for *valuables* is 25% of the *contents* sum insured and subject to a single article *limit* of £5,000 (Where Home Options Plus is confirmed in the endorsement, the *limit* of liability for *valuables* is 30% of the *contents* sum insured and subject to a single article *limit* of £10,000).

High risk valuables are limited to 12½% of the *contents* sum insured, up to a maximum value of £12,500 and subject to a single article limit of £5,000 per claim.

What is Covered	What is Not Covered
Loss of or damage to the <i>contents</i> of <i>your home</i> caused by the following:	In respect of <i>contents</i> in the open and <i>contents</i> in any domestic <i>outbuilding</i> , private garage and sheds, any amount above the limits of: <ul style="list-style-type: none">• <i>contents</i> left unattended in the open (excluding <i>valuables</i> or <i>high risk valuables</i>), £1,000• <i>contents</i> in any domestic <i>outbuilding</i>, private garage and sheds, £2,500.
1. Fire, lightning, explosion, earthquake or smoke.	1. Damage by smoke from air pollution, unless caused by flames. Loss or damage by smoke that happens gradually.
2. Storm or flood.	2. <i>Contents</i> in the open. Damage caused by rising groundwater levels. Damage caused by rising groundwater levels. The first £250 of any damage caused to solar panels in addition to any other excess you are required to pay.
3. Theft or attempted theft.	3. <i>Contents</i> in any domestic <i>outbuildings</i> , private garages and sheds unless <i>force and violence</i> have been used to get into or out of the buildings. Loss or damage when <i>the home</i> is <i>unoccupied</i> . Loss or damage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless <i>force and violence</i> have been used to get into or out of the <i>buildings</i> . Loss by deception unless the only deception was someone tricking their way into <i>your home</i> . Loss of <i>money</i> (i) unless <i>force and violence</i> have been used to get into or out of the <i>buildings</i> ; (ii) any amount above £500 (£750 when Home Options Plus is confirmed in the <i>endorsements</i>). Loss or damage while <i>your home</i> is used to receive visitors or paying guests in connection with <i>your business</i> . Loss or damage if as a result of a Key Safe being utilised, unless it is a Police Approved device and the access code has only been provided to permanent residents of the property or a registered carer.

What is Covered	What is Not Covered
<p>4. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Domestic heating oil escaping from a fixed heating system.</p>	<p>4. Damage to the appliance or system from which the water or domestic heating oil escapes. Loss or damage when <i>the home is unoccupied</i>. Damage caused by the failure, wear and tear or lack of grouting or sealant. Damage caused by a leak of glycol or similar fluid from solar panels or equivalent equipment.</p>
<p>5. Riot, civil commotion.</p>	<p>Loss or damage when <i>the home is unoccupied</i>. Loss or damage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless force and violence have been used to get into or out of the <i>buildings</i>.</p>
<p>6. Malicious acts or vandalism.</p>	<p>6. Loss or damage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless force and violence have been used to get into or out of the <i>buildings</i>. Loss or damage when <i>the home is unoccupied</i>.</p>
<p>7. Subsidence or heave of the site on which the <i>buildings</i> stand or of land belonging to <i>your home</i>, or landslide.</p>	<p>7. Damage caused by solid floors moving unless the foundations of the outside walls of the <i>buildings</i> are damaged by the same cause and at the same time. Damage caused by structures bedding down or settlement of newly made up ground. Damage caused by the coast or a riverbank being worn away. Damage caused by or from demolition, alteration or repair to <i>your home</i>.</p>
<p>8. Falling trees or branches.</p>	<p>8. Damage caused during tree felling, lopping or topping.</p>
<p>9. Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.</p>	<p>9. The items causing the damage (which are otherwise subject of <i>Home Contents Cover</i>).</p>
<p>10. Impact involving: (a) vehicles, aircraft or anything dropped from them; (b) animals.</p>	<p>10. (b) Loss or damage caused by domestic pets.</p>

What is Covered

What is Not Covered

In addition, you are covered for the following:

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| 11. Accidental damage to TV, satellite, video, audio entertainment equipment and computer equipment in <i>your home</i> , including loss of legally downloaded audio or visual files | 11. Damage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> .
Loss or damage when <i>the home</i> is <i>unoccupied</i> .
Damage by water entering <i>your home</i> other than by storm or <i>flood</i> .
Damage to laptop computers, mobile phones, tablet computers, computer software, external hard drives and Network Attached Storage (NAS) drives, handheld computers, musical instruments, computer games audio and video media (other than legally downloaded audio and video files).
Damage by any cause listed elsewhere in the <i>Home Contents Cover</i> and which is excluded specifically under that cause.
Loss or damage resulting in screen burn, clouding or other superficial damage including stains and scratches. |
| 12. Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of <i>your</i> furniture. | 12. The replacement cost of any part of the item other than the broken glass.
Breakage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> .
Loss or damage when <i>the home</i> is <i>unoccupied</i> . |
| 13. Accidental loss of keys to the doors of <i>your home</i> or to safes and alarms in <i>your home</i> .
At our option we will pay for: <ul style="list-style-type: none">- buying new keys; or- changing parts of the locks; or- replacing the locks. | 13. Any amount above £500.
Loss or damage when <i>the home</i> is <i>unoccupied</i> . |
| 14. Accidental loss of metered water, liquid petroleum gas or domestic heating oil at <i>your home</i> . | 14. Loss by any cause listed in the <i>Home Contents Cover</i> and which is excluded specifically under that cause.
Any amount above £1000.
Loss or damage when <i>the home</i> is <i>unoccupied</i> . |
| 15. Wedding or Civil Partnership Gifts
For one month before and one month after the wedding day of any of <i>your family</i> the sum insured for <i>contents</i> is increased by 10%. | 15. Loss or damage when <i>the home</i> is <i>unoccupied</i> . |

What is Covered	What is Not Covered
<p>16. <i>Christmas, Birth of a Child, Other Religious Festivals, Christenings and Bar Mitzvahs Seasonal Increase</i></p> <p>For one month before and one month after the event, the sum insured for contents is increased by 10%.</p>	<p>16. Loss or damage when <i>the home is unoccupied</i>.</p>
<p>17. The cost of replacing food in a freezer in <i>your home</i> which has been spoilt by an <i>accidental</i> change in temperature in <i>your</i> freezer.</p>	<p>17. Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to <i>your home</i>.</p>
<p>18. If <i>your home</i> is uninhabitable as a result of insured damage to <i>contents</i> caused by 1-10 above (and 21 below if included), we will pay up to £10,000 or up to 5 months from the date it commences, whichever occurs first for: the reasonable additional cost of similar short-term accommodation for <i>you or your family</i> and also for any pets living with <i>you</i>.</p>	<p>18. Any costs <i>you or your family</i> would have to pay once <i>your home</i> becomes habitable again.</p> <p>Loss or damage when <i>the home is unoccupied</i>.</p> <p>Any costs <i>you or your family</i> agree to pay without <i>our</i> written permission.</p> <p>The cost of alternative accommodation for anyone who is not a member of <i>your family</i>.</p> <p>Any amount above the <i>limit</i> shown. Any cost covered by another policy.</p>
<p>19. <i>You or your family's</i> liability under the terms of any credit card cheque card or cash dispenser card agreement as a direct result of its theft from <i>your home</i> and following its unauthorised use by any person not related to or residing with <i>you</i>.</p>	<p>19. Any loss unless <i>you or your family</i> have complied with the terms and conditions of the issuing authority.</p> <p>Loss or damage when <i>the home is unoccupied</i>.</p> <p>Any loss or claim due to accounting errors or omissions.</p> <p>Any amount above £500. (£750 when Home Options Plus is confirmed in the endorsements).</p>
<p>20. Loss of or damage to <i>contents</i> while they are moved temporarily to other premises within the British Isles caused by:</p> <p>(i) Fire, lightning explosion, earthquake or smoke.</p> <p>(ii) Storm or <i>flood</i>.</p> <p>(iii) Theft or attempted theft using force and violence to get into or out of the premises where <i>contents</i> are kept temporarily.</p>	<p>20. Any amount above £10,000 of the <i>contents</i> sum insured.</p> <p><i>Contents</i> in the open.</p> <p>Loss or damage if the premises where <i>contents</i> are kept temporarily are left for more than 30 days in a row without any person residing, living or working there.</p> <p>(i) Damage by smoke from air pollution.</p> <p>(ii) <i>Contents</i> in the open Damage caused by rising groundwater levels.</p> <p>(iii) Loss of <i>money</i></p>

What is Covered	What is Not Covered
<ul style="list-style-type: none"> (iv) Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Domestic heating oil escaping from a fixed heating system. (v) Riot, civil commotion. (vi) Malicious acts or vandalism. (vii) Falling trees or branches. (viii) Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts. (ix) Impact involving vehicles, aircraft or anything dropped from them, or animals. 	<ul style="list-style-type: none"> (iv) Damage to the appliance or system from which the water or domestic heating oil escapes. (vii) Damage caused during tree felling, lopping or topping. (viii) The items causing the damage. (ix) Loss or damage caused by domestic pets.

If the *Schedule* states 'Accidental damage included', the following additional cover is provided for the *contents*:

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| <p>21. <i>Accidental</i> damage to the <i>contents</i> inside the <i>buildings of your home</i>.</p> | <p>21. Damage to clothing or footwear.
Deterioration of food.
Damage when <i>your home</i> or any part of <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i>.
Damage caused by rising groundwater levels.
Damage which is excluded under <i>contents</i> covers 1 to 10 in the <i>Home Contents Cover</i>.
Loss or damage when <i>your home</i> is unoccupied.
Loss or damage resulting from electrical, electronic or mechanical fault, breakdown or loss of supply.
Damage caused by or from demolition, alteration, latent defect, faulty designed materials, defective design, or workmanship or repair (including during working upon) to <i>your home</i>.
The first £250 of any damage caused to solar panels.</p> |
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In addition you are covered for the following:

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| <p>22. <i>Accidental</i> damage or loss while a professional removal firm is moving <i>contents</i> from <i>your home</i> directly to <i>your new permanent home</i> in the British Isles.</p> | <p>22. Damage to china, glass or pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.
Loss or damage while <i>contents</i> are in storage or being moved to or from storage.
Loss of <i>money</i>, jewellery, watches, furs, items of gold or platinum, precious stones and deeds or other documents of any kind.</p> |
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Legal Liability

As well as insuring *your contents*, we provide the following cover:

What is Covered	What is Not Covered
<p>23. The legal liability of <i>you</i> or <i>your family</i>:</p> <ul style="list-style-type: none">- as occupier of <i>your home</i>;- as individuals;- as an employer of any of <i>you</i> or <i>your family's</i> domestic employees; <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">- <i>accidental</i> death, disease, illness or <i>accidental</i> physical injury to anyone;- <i>accidental</i> loss of or physical damage to property, occurring during the <i>Period of Insurance</i>: <ul style="list-style-type: none">● in the <i>United Kingdom</i>. <p>The most we will pay for any claim (or claims) arising from one cause including legal costs and expenses agreed by us is:</p> <ul style="list-style-type: none">● £10,000,000 for an accident to <i>your</i> domestic employees● £2,000,000 for an accident to any other person or property.	<p>23. Liability for anything owned by or the legal responsibility of <i>you</i> or <i>your family</i>.</p> <p>Liability 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 for injury, death, disease or illness to <i>you</i> or <i>your family</i> (other than <i>your</i> domestic employees who normally live with <i>you</i>).</p> <p>Liability arising from any employment, trade, profession or business of <i>you</i> or <i>your family</i>.</p> <p>Liability arising from <i>you</i> or <i>your family</i> passing on any disease or virus.</p> <p>Liability arising from the ownership or use of:</p> <ul style="list-style-type: none">- any motor vehicle, including children's vehicles, and electric or powered pedal cycles (other than garden machinery or wheelchairs), 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;- land or <i>buildings</i>. <p>Liability accepted by <i>you</i> or <i>your family</i> under any agreement, unless such liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>
<p>24. Tenants Cover – if <i>you</i> are the tenant of <i>your home</i>, we will pay for loss or damage caused by events 1-6 and 8-13 under the <i>Home Buildings Cover</i> to any:</p> <ul style="list-style-type: none">- fixtures and fittings, greenhouses and sheds <i>you</i> have installed at <i>your home</i> and for which <i>you</i> are responsible;- part of the structure, decorations, fixtures and fittings of <i>your home</i> for which <i>you</i> are responsible as a tenant under a tenancy agreement.	<p>24. Loss of or damage to gates, hedges and fences.</p> <p>Any amount above £10,000.</p>

What is Covered

25. Unrecovered Damages – we will pay the amount of any award made in *you or your family's* favour which:
- (i) is in respect of death, bodily injury or illness or damage to property of such nature that *you or your family* would have been entitled to indemnity under 23 above had *you or your family* been responsible for the injury or damage and;
 - (ii) is made by a court within the United Kingdom, Isle of Man or Channel Islands and;
 - (iii) is still outstanding six months after the date on which it is made and;
 - (iv) is not the subject of an appeal.

What is Not Covered

25. Any amount exceeding the *limit* of £1,000,000.



Landlord's Contents Cover

This part of the policy sets out the cover we provide for *landlord's contents* unless the *Schedule* states "not insured".

Every cover is subject to an excess, which is set out on the *Schedule*. Where cover is subject to a *limit*, the *limit* is set out in this policy: otherwise the maximum amount to be paid is the sum insured less any applicable excess.

What is Covered	What is Not Covered
Loss of or damage to <i>landlord's contents</i> of the <i>home</i> caused by the following:	<i>Landlord's contents</i> in the open and <i>landlord's contents</i> in any private garage, <i>outbuilding</i> and shed, any amount above the relevant <i>limit</i> : <ul style="list-style-type: none">● contents left unattended in the open, £500● contents in any private garage, <i>outbuilding</i> and sheds, £1,000.
1. Fire, lightning, explosion, earthquake or smoke.	1. Damage by smoke from air pollution, unless caused by flames. Loss or damage by smoke that happens gradually.
2. Storm or <i>flood</i> .	2. Damage caused by frost. Damage caused by rising groundwater levels. The first £250 of any damage caused to solar panels in addition to any other excess you are required to pay.
3. Theft or attempted theft.	3. The first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> . Loss by deception unless the only deception was someone tricking their way into <i>your home</i> . Loss or damage while <i>your home</i> is used to receive visitors or paying guests in connection with <i>your business</i> . Loss or damage when <i>the home</i> is <i>unoccupied</i> .
4. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Domestic heating oil escaping from a fixed heating system.	4. Damage to the appliance or system from which the water or domestic heating oil escapes. Loss of the domestic heating oil itself. Loss or damage when <i>the home</i> is <i>unoccupied</i> . Damage caused by a leak of glycol or similar fluid from solar panels or equivalent equipment.
5. Riot, civil commotion.	The first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> . Loss or damage when <i>the home</i> is <i>unoccupied</i> .
6. Malicious acts or vandalism.	6. The first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> . Loss or damage when <i>the home</i> is <i>unoccupied</i> .

What is Covered	What is Not Covered
7. Subsidence or heave of the site on which the <i>buildings</i> stand or of land belonging to <i>your home</i> , or landslip.	7. Damage caused by solid floors moving unless the foundations of the outside walls of the <i>buildings</i> are damaged by the same cause and at the same time. Damage caused by structures bedding down or settlement of newly made up ground. Damage caused by the coast or a riverbank being worn away. Damage caused by or from demolition, alteration or repair to <i>your home</i> .
8. Falling trees or branches.	8. Damage caused during tree felling, lopping or topping.
9. Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.	9. The items causing the damage.
10. Impact involving: (a) vehicles, aircraft or anything dropped from them; (b) animals.	10. (b) Loss or damage caused by domestic pets.
11. <i>Accidental</i> breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of <i>your</i> furniture.	11. The replacement cost of any part of the item other than the broken glass. Light fittings. Loss or damage when <i>the home</i> is <i>unoccupied</i> .

If the *Schedule* states “*Accidental* Damage included” the following additional cover is provided for *landlord’s contents*:

12. <i>Accidental</i> damage to the <i>landlord’s contents</i> inside the <i>buildings</i> of the <i>home</i> .	12. Damage to clothing. Deterioration of food. <i>Landlord’s contents</i> over 5 years old. The cost of maintenance or normal redecoration. Loss or damage to television, satellite, video, audio entertainment equipment and computer equipment. Damage caused by rising groundwater levels. Damage which is excluded under <i>landlord’s contents</i> covers 1 to 10. Loss or damage when <i>the home</i> is <i>unoccupied</i> . Loss or damage resulting from electrical, electronic or mechanical fault, breakdown or loss of supply. Damage caused by or from demolition, alteration, latent defect, faulty designed materials, defective design, or workmanship or repair (including during working upon) to <i>your home</i> . The first £250 of any damage caused to solar panels in addition to any other excess you are required to pay.
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Personal Possessions and Money Cover

(This cover is not available with Home Options Residential Let)

This part of the policy sets out the wider cover we provide for *your personal possessions and money* if stated on the *Schedule* to be insured.

This cover is subject to an *excess*, which is set out on the *Schedule*. Where cover is subject to a *limit*, this is set out below: otherwise the maximum amount to be paid is the sum insured less any applicable *excess*.

N.B. This cover does not apply to loss or damage in *your home*.

What is Covered	What is Not Covered
<p>Accidental loss of or physical damage to unspecified and specified <i>personal possessions and money</i> occurring in or in transit between parts of the British Isles or whilst temporarily (for not more than 60 consecutive days) anywhere else in the world and whilst in the custody and control of <i>you or your family</i>.</p> <p>Limits of liability under this section are:</p> <ul style="list-style-type: none">- <i>Money</i> £500 (£750 when Home Options Plus is confirmed in the endorsements).- Unspecified Possessions: Single Article <i>limit</i> of any individual item or set £2,000 (excluding pedal cycles).- Cover for any one pedal cycle and accessories is limited to £500.	<p>Theft from an unattended motor <i>vehicle</i> unless the <i>vehicle</i>, including windows, sunroofs and retractable roofs, was locked and closed securely and the property was hidden from view in a glove or luggage compartment up to the <i>limit</i> shown in the <i>endorsements</i> on your <i>Schedule</i>.</p> <p>Theft of a pedal cycle if left unattended away from <i>your home</i> unless it is securely locked to a permanent structure or in a locked building.</p> <p>Theft of pedal cycle accessories, unless they are stolen with the pedal cycle.</p> <p>Loss of or damage to:</p> <ul style="list-style-type: none">- sports equipment while it is being used;- contact lenses;- pedal cycle tyres;- pedal cycle through breakdown or derangement;- a pedal cycle while <i>you</i> are using it for racing, pace making or trials;- household goods;- plants or any living creature;- <i>vehicles and craft</i> and their accessories other than removable audio and satellite navigation equipment not in the vehicle;- deeds documents and certificates. <p>Loss or damage caused by theft or attempted theft from an unlocked hotel room.</p> <p>Loss by deception, fraud or confidence trick.</p> <p>If any loss or damage is covered by any other insurance, we will not pay more than <i>our</i> rateable proportion.</p> <p>Loss or damage occurring in <i>your home</i>.</p>

General Exceptions Which Apply to the Whole of Your Policy

We will not pay for the following:

1. Any reduction in value.
2. Any losses which are not the direct and immediate result of the actual damage claimed for, unless stated expressly in this policy.
3. Any incident which happens outside any *Period of Insurance* of this policy.
4. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
5. Loss of or damage to any items used in connection with any business, trade or profession except office equipment in *your home* or items insured as specified *personal possessions*.
6. Any legal liability resulting from any business, trade or profession.
7. Any claim resulting from:
 - deliberate or criminal acts by *you or your family*;
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - electrical, electronic, or mechanical fault or breakdown;
 - faulty design materials or workmanship;
 - confiscation, nationalisation, expropriation or the acts of any government or civil authority;
 - aircraft travelling at supersonic speeds;
 - the failure of computer or electronically-controlled equipment to recognise any date as the true calendar date;
 - computer viruses, hacking or phishing attacks, or any impairment in the function, availability, range of use or accessibility of data, software or computer programs;
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - indirect or consequential loss including but not limited to delay, loss of goodwill, loss of business, loss of rental income or savings and all other pure economic loss' except as provided for in the loss of rent clause;
 - loss or damage or cost or expense of whatsoever nature directly or indirectly caused by, contributed to or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority;
- pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.
- Damage caused as a result of using *heating equipment*, unless the following conditions are met:
 - The user has the expertise to operate the equipment safely
 - The equipment being used has been routinely inspected and maintained to ensure operational integrity.
 - The area in which the torch is being used is clean, clear and free from flammable materials.
 - The area is suitably ventilated.
 - The user has unrestricted and immediate access to the appropriate type of fire extinguisher.
 - Any containers of fuel of any kind are removed from the area.
8. Liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of *terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of *terrorism*.
9. This policy excludes any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a *communicable disease* or the fear or threat (whether actual or perceived) of a *communicable disease*.

For the avoidance of doubt, the loss, cost, damage or expense that is excluded here includes any cost to clean-up, detoxify, remove, monitor or test for a *communicable disease* or any property that is affected by a *communicable disease*.

This exclusion applies to all sections, all covers and all parts of this policy. Nothing else in this policy will override this exclusion.

(Please note that *communicable disease* includes both Covid-19 and other diseases and its full meaning is as shown in the definition for it in the Definitions section.)

General Conditions

(applying to all policies)

You must comply with these Conditions: if you do not, we may at our option cancel the policy and/or refuse to deal with your claim and/or reduce the amount of any claim payment.

1. You may cancel the policy at any time by telling your insurance broker (cancellation cannot be backdated). We may also cancel the policy where we have identified serious grounds, such as;
 - 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 or via any electronic communications method such as email and, where possible, seek an opportunity to resolve the matter with you. Where a solution cannot be agreed between us, we may cancel the policy by giving you 14 days notice.

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

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 loan agreement, by giving you 14 days notice at your last known address via any electronic communications method such as email.

Also, you may cancel this policy within 14 days of receipt of the *policy documents* at the start or renewal, by telling your insurance broker. We will give you a proportionate refund of premium provided that you have not made a total loss claim.

2. 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 whichever of those two places in which you live.

We and you have agreed that 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.

3. You must tell us immediately about any changes in the information recorded on the *Statement of Facts*. Although we may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete. You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If you are in any doubt about any information, contact your insurance broker as soon as possible.

Changes to information we need to be informed of include, but are not limited to, these situations:

- A change to the rebuilding or reinstatement costs if the policy sums insured limits are no longer adequate;
- A change in the occupancy or use of your home;
- If you have received a police caution for or have criminal convictions that are not spent under the Rehabilitation of Offenders Act or have been charged with but not tried for any offence other than driving offences;
- If you have been declared bankrupt.

Any changes, if accepted by *us*, will apply from the date indicated on *your* updated *Schedule*. In this case *we* will be entitled to vary the premium and terms for the rest of the *Period of Insurance*.

4. *You* must maintain *your* property in a good state of repair and take all reasonable precautions to safeguard property from loss or damage.
5. *We* shall not to be deemed to provide cover nor be liable to pay any claim or provide any benefit here under to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that *us* or the Insurer or any reinsurer 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 or United States of America.
6. *We* are entitled to take over and conduct the defence or settlement of any claim. *We* may pursue any claim in the name of the person insured for *our* own benefit and at *our* own expense.
7. *We* will not pay for any damage to domestic heating gas pipes.

General Conditions

(applying only to Landlords Buildings or Landlords Buildings and Contents Policies)

1. *You* must give immediate notice of any change in the tenancy information on which this insurance is based (this is stated under additional information in the *Statement of Facts*). If *you* are in doubt about any change please tell *your* Insurance Broker. *You* will not be insured until *we* have agreed in writing to accept any alteration.
2. All gas and electrical appliances and installations at the insured property must be regularly inspected by *you* or a responsible person acting on *your* behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order. A record of such inspections/ work undertaken should be kept to produce to insurers upon request.
3. Any increase in risk of damage due to any act or neglect of any mortgagor, leaseholder, lessee or occupier or any *buildings* will not prejudice the interest of any mortgagee, freeholder or lessor provided the increase in risk is without their prior knowledge or authority and *we* are notified immediately they become aware of the increase in risk and pay any additional premium.
4. A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999.
or
Any subsequent legislation to enforce any terms of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.
5. The tenancy agreement must be on a written, single, Assured Shorthold Tenancy Agreement for a minimum initial period of no less than 6 months or Under a Private Residential Tenancy (PRT) in Scotland and arranged through a professional letting agency or directly with *you*.
6. Tenants must be in employment and supply a minimum of 2 written references. Student and DSS lets are unacceptable.
7. Internal inspection of the *home* is required at intervals not less than 6 months by *you*.

Policy Conditions

(The following policy conditions apply only to Landlords Buildings policies or Landlords Buildings and Contents policies)

It is a condition precedent to liability that the following policy conditions apply to the *home* specified in the *Schedule*:

1. When the insured property is *unoccupied* for a period longer than 7 days between 1st October and 31st March the following year, that the central heating system (where installed) be kept working to maintain a temperature of no less than 10° centigrade failing which the water must be turned off at the mains and the water system completely drained.

During periods of unoccupancy, the insured property must be inspected not less than once in every 14 days by a responsible person acting on behalf of *you* and faults discovered remedied immediately. When *unoccupied* the cumulative excess is increased by a further amount of £500 for *buildings* and £500 for landlord's contents.

It is a condition of this policy that the insurers be informed if the insured property is likely to remain *unoccupied* for a period in excess of 30 days.

2. During period of repairs or renovations the excesses are increased by £250.

Claim Conditions and How We Settle Claims

How to make a claim

If *you* need to make a claim, what *you* need most of all is speedy, professional, practical help. That is exactly what we provide. When an accident happens, *you* should take any immediate action *you* think is necessary to protect *your* property and belongings from further damage, such as switching off the gas, electricity or water. Telephone *our* Claimline 01204 600347 for immediate help and assistance. Please have *your* 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 and/or we may wish to arrange a visit and inspection.

To help *us* deal with *your* claim quickly, please read this policy booklet carefully.

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in *your* policy booklet. It is important that *you* and *your* family comply with all policy conditions and *you* should familiarise yourself with any requirements. Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required.

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

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

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

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, prepurchase 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.

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

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.

Preferred Suppliers

We take pride in the claims service we offer to *our* customers. We have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Claims Conditions

You must comply with these Conditions: if *you* do not, we may at *our* option cancel the policy and/or refuse to deal with *your* claims and/or reduce the amount of any claim payment.

1. *You* must do all *you* can to prevent and reduce any costs, damage, injury or loss.
2. *You* must be able to prove and substantiate *your* loss. To assist with this we may request *you* to provide reasonable additional information at *your* own expense.
3. *You* must tell *us* about any loss, damage or liability as soon as possible and give *us* all the information and help we may need. We will decide how to settle or defend a claim and may pursue proceedings in the name of any person covered by *your* policy, including proceedings for recovering any claim payment.

Claim Conditions and How We Settle Claims (cont.)

4. You must report any loss, theft, attempted theft or malicious damage to the police immediately.
5. If someone is holding you responsible for damage to their property or bodily injury to them, you must tell us immediately and send us immediately on receipt any writ, summons, letter of claim or other relevant documents.
6. If a claim is fraudulent or false in any way, we will not make any payment and all cover will end and we will be entitled to recover from you any payment made already in respect of the claim.
7. If any claim is covered by any other insurance, we will not pay for more than our share of that claim.
8. You must retain any damaged property for our inspection and not abandon property to us unless you have our written authority.
9. You must not authorise any work to commence without our written authority.

How We Settle Property Claims

We will decide whether to repair, replace, or pay for property which is lost or damaged. In the event we agree to settle by payment to you: the amount payable will be the lesser of the cost to us of replacing (through our Preferred Suppliers) or the Market value of the property. The maximum amount which we shall be liable to pay is the relevant sum insured less any excess and subject to any limit applicable.

For claims relating to damage to the structure of your property, which otherwise could be settled by repair, the amount payable will be the cost to us of repairing the property (through our Preferred Suppliers) less any VAT payable on any labour element of such repair. In the event that it is either impossible or uneconomic to repair or reinstate the buildings, settlement will be based on Market value.

In the event that the property insured cannot be described adequately to allow for accurate replacement, settlement of any claim for loss of the property will be settled on the basis of a reasonable assessment of the Market value.

Proportionality

If you have provided us with inaccurate information this can affect your policy in one or more of the following ways:

- 1) If we would have charged you a higher premium for providing your cover, we will have the option to:
 - a. charge you the appropriate additional premium, to be paid in full;
 - b. If a claim has been intimated, we may adopt a proportional approach, where we calculate the proportion of the premium that was paid and base the settlement on that proportion. In this circumstance, in order for cover to continue the balance of the additional premium up to the expiry date of the policy will be charged.
- 2) If we would not have provided you with any cover we will have the option to:
 - a. void the policy, which means we will treat it as if it had never existed and repay the premium paid; and
 - b. seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- 3) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.

Customer Care

Complaints Procedure

Our Commitment to Customer Service

At Broker Direct, we are committed to going the extra mile for *our* customers and wherever possible, exceeding their expectations. If *you* believe that we have not delivered the service *you* expected, or *you* are concerned about any aspect of *our* service, please let *us* know.

If *your* complaint relates to *your* policy or a claim then please contact *your* insurance broker. If *your* insurance broker cannot resolve the complaint please contact Broker Direct.

How to contact us

Telephone: **01204 600200**

Post:

Broker Direct Plc
Deakins Park
Deakins Mill Way
Egerton, Bolton
BL7 9RW

Email: compliance@brokerdirect.co.uk

We then promise to:

- Fully investigate *your* complaint;
- Keep *you* informed of progress;
- Do everything possible to resolve *your* complaint;
- Learn from *our* mistakes;
- Use the information from *your* complaint to proactively improve *our* service in the future.

We aim to resolve *your* concerns within 24 hours.

Experience tells *us* that most difficulties can be sorted *our* within this time.

In the unlikely event that *your* concerns have not been resolved within 72 hours, we will issue a letter acknowledging *your* complaint, explaining the reasons why. We will continue to keep *you* informed of the further actions we will be taking to reach a suitable conclusion. Once we have reviewed *your* complaint we will issue the company's final decision in writing.

If you are still not happy

If *you* are still not satisfied after the review, or *you* have not received a written offer of resolution within 8 weeks of the date we received *your* complaint, *you* can ask the Financial Ombudsman Service to review *your* case. They can be contacted at:

Post:

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

Telephone: **0800 0234567** (Landlines)
03001239123 (Mobile)

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

Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of *our* final response to *your* complaint. We will remind *you* of the time limits in *our* final response. *Your* rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

You may also be able to refer *your* complaint to:

Office of the Arbiter for Financial Services, 1st Floor
St Calcedonius Square, Floriana FRN 1530 Malta,
telephone (+356) 212 49245 if *you* are not satisfied with *our* final response or we have not responded within fifteen (15) working days, *you* will have to pay EUR 25.00 at the time of making *your* complaint to the Arbiter to use this service.

Customer Care (cont.)

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a 'complaint' refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms 'person' does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit: <https://financialarbiter.org.mt/en/pages/pome.aspx>

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.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should *we* be unable to meet *our* obligations. Further information is available on www.fscs.org.uk or *you* may contact the FSCS on **0800 678 1100**.

How Broker Direct Plc and your insurer use your Information

Please read the following carefully as it contains important information relating to *your* information. *You* should show this notice to any other party related to this insurance and must ensure that any information given related to another party for this insurance is accurate and that *you* have obtained their consent to the use of their data for the purposes set out in *your* insurance documents.

Broker Direct Plc and *your* insurer are the Data Controllers.

Purposes and Processing

Broker Direct and *your* insurer process *your* information to enable us to:

- Consider entering or renewing a contract of insurance with *you* including customer profiling;
- Undertake checks for the purposes of credit checking, preventing fraud and *money* laundering, and to verify *your* identity;
- Administer and monitor *your* policy as required
- Deal with any claims on *your* policy;

The above processing and provision of personal data is required for the entering into and performance of the insurance contract.

We may receive information about *you* from the following sources:

- *Your* insurance broker;
- From third parties such as credit reference agencies and fraud prevention agencies;
- From insurers, witnesses, the police (in regards to incidents) and solicitors;
- Directly from *you*.

What we process and share

The personal data *you* have provided, we have collected from *you*, or we have received from third parties may include *your*:

- Name, date of birth, residential address and address history;
- Contact details such as email address and telephone numbers;
- Financial and employment details;
- Identifies assigned to *your* computer or other internet connected device including *your* Internet Protocol (IP) address;

- Health or criminal conviction information;
- *Vehicle* or household details.

We may enable law enforcement agencies to access and use *your* personal data to detect, investigate and prevent crime.

Sensitive Information

Some of the information Broker Direct or *your* insurer ask for may be sensitive personal data, as defined in Data Protection Legislation (such as information about health or criminal convictions). We will not use such sensitive personal data about *you* or others except for the specific purposes for which *you* provide it and to carry out the services described in *your* policy documents. Please ensure that *you* only provide sensitive information about other people with their explicit consent.

Who may receive your Data

Broker Direct Plc, *your* insurer, *our* reinsurers, *our* regulators and potential purchasers of the whole or part of *our* business may use and share *your* information with other group companies, including fraud prevention and credit reference agencies, to help us and them:

- Assess financial and insurance risks;
- Recover debit;
- Prevent and detect crime, fraud and *money* laundering;
- Develop *our* services, systems and relationships with *you*;
- Understand *our* customers' requirements;
- Develop and test products and services.

Your information will not be disclosed to anyone outside Broker Direct Plc or *your* insurer except:

- Where we have *you* consent; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide goods or services to Broker Direct, *your* insurer, *our* partners or *you*; or
- Where we may transfer rights and obligations under this agreement.

How Broker Direct Plc and your insurer use your Information (cont.)

Data Retention

We will hold *your* details for up to 7 years after the expiry of *your* policy, complaint and/or claims settlement.

Data Transfers

Broker Direct Plc process *your* information within the United Kingdom. However, Broker Direct or *your* insurer may transfer *your* information to other countries on the basis that anyone they pass it to provide an adequate level of protection. In such cases Broker Direct Plc or *your* insurer will ensure it is kept securely and used only for the purpose for which *you* provided it. Details of the companies and countries involved can be provided on request.

Your Rights

Your personal data is protected by legal rights, which include *your* rights to:

- Object to *our* processing of *your* data;
 - Request that *your* personal data is erased or corrected;
 - Request access to *your* personal data and date portability;
 - Complain to the Information Commissioner's Office, which regulates the processing of personal data.
- For more information or to exercise *your* data protection rights, please contact details provided.

Automated Decisions

As part of the processing of *your* personal data, decisions such as eligibility, restrictions and the premium for *your* insurance may be made by automated means.

We may also automatically decide that *you* pose a fraud or *money* laundering risk if:

- *Our* processing reveals *your* behaviour consistent with that of known fraudsters or *money* launderers; or is inconsistent with *your* previous submissions; or
- *You* appear to have deliberately hidden *your* true identity.

Your rights in relation to automated decision making: If *you* want to know more please contact *us* using the details provided.

If we determine that *you* pose a fraud or *money* laundering risk, we may refuse to provide the services *you* have requested, or we may stop

providing existing services to *you*. A record of any fraud or *money* laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to *you*. If *you* have any questions about this please contact *us* on the details provided.

Fraud Prevention

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and *money* laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

The full Fair Process Notice for the National Fraud Database are at <http://www.cifas.org.uk/fpn>

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurance Bureau; and other relevant databases. Under the conditions of *your* policy *you* must tell *us* when *you* become aware of any incident that could give rise to a claim under *your* policy, whether or not it is *your* intention to claim. When *you* tell *us* about an incident we will pass information relating to it to the registers.

How To Contact Us

If *you* have any questions in regards to *your* data or *you* would like to know the details of the relevant fraud prevention agencies and third parties to which *your* data has been disclosed, *you* can write to: The Data Protection Liaison Officer, Broker Direct Plc, Deakins Park, Deakins Mill Way, Egerton, Bolton, BL7 9RW.

BrokerDirect Plc
A better way to insure



In the event of
a claim please call
01204 600 347