

### Contents

#### Page

- 2 HomeCare Insurance
- 4 Definitions
- 7 Home Buildings Cover and Liability Cover
- 12 Landlord's Buildings Cover
- 18 Home Contents Cover and Liability Cover
- 25 Landlord's Contents Cover
- 27 Personal Possessions and Money Cover
- 29 General Exceptions to Policy Cover
- 30 General Conditions
- 33 Policy Conditions
- 34 Claims Conditions and How We Settle Claims
- 36 Customer Care
- 37 How Broker Direct Plc and your insurer use your Information
- 39 Endorsements

#### **HomeCare Insurance**

#### Introduction

Thank you for purchasing this insurance.

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

So should disaster or misfortune strike *you* are protected by outstanding customer service and financial security.

#### **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 35. 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 insurance broker as soon as possible if it requires alteration.

The endorsements (shown at the back of this policy wording) 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 600364 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 01204600200 Address Broker Direct Plc

> Deakins Park Deakins Mill Way Egerton, Bolton BL79RW

Email compliance@brokerdirect.co.uk

Please see page 36 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 bold 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* and the limits stated within are included and not in addition to the sum insured shown on the schedule

**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 and/or CPD Underwriting Solutions Limited.

**You/your** – the person(s) named in the *schedule* as the policyholder(s).

**Accidental/Accidental Damage** – sudden and 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 (HomeCare)** – the main structure of *your home*, including:

- its permanent fixtures and fittings;
- its domestic outbuildings and private garages;
- 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 orto 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 (HomeCare)** – 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, birth and marriage certificates or proof-ofage 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.

### Landlord's Buildings (HomeCare Residential Let only) – the main structure on the Premises, including:

- the Landlord's permanent fixtures and fittings;
- its domestic outbuildings and private garages;
- 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.

#### Landlord's Contents (HomeCare) Residential

**Let only** – household goods used for private purposes, which belong to *you* or are *your* responsibility 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;
- stock and materials of trade;
- 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).

**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.

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

**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.

### Definitions (cont.)

**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.

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

**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.

**Premises** – the part of the property at the address shown in the *schedule* belonging to *you* for which *you* are responsible:

- built of brick, stone or concrete and
- roofed with tiles or slates.

**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 (unless otherwise stated in the  ${\it endorsements}$ ).

#### **Unoccupied (HomeCare 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.

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

### HomeCare Buildings Cover

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

V	Vhat is Covered	\	What is Not Covered
	mage to the <i>buildings</i> caused 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 flood.	2.	Damage to fences, hedges or gates.  Damage caused by rising groundwater levels.  Damage caused by frost.
3.	Theft or attempted theft.	3.	Damage when your home is lent, let or sub-let to anyone other than your family, unless force and violence have been used to get into or out of your home.  Loss or damage when your home is unoccupied.
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 the amount shown in the endorsements, after the policy excess has been applied, for the cost of removing then repairing or reinstating any part of the buildings 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 buildings.	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 buildings or of the land belonging to your home.  Loss or damage when your home is unoccupied.
5.	Riot, civil commotion.		Loss or damage when your home is unoccupied. Damage when your home is lent, let or sub-let to anyone other than your family unless force and violence have been used to get into or out of your home.
6.	Malicious acts or vandalism.	6.	Damage when your home is lent, let or sub-let to anyone other than your family unless force and violence have been used to get into or out of your home.  Loss or damage when your home is unoccupied.

V	Vhat 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. 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 buildings 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 your home.
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 your home.  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 items causing the damage.
10.	Impact involving: (a) vehicles, aircraft or anything dropped from them;	10.
	(b) animals.	(b) Loss or damage caused by domestic pets (unless included by the <i>endorsements</i> applying to this policy).
11.	Weight of snow.	11. Damage to domestic outbuildings and private garages unless they are built of brick or stone and have a slate or tiled roof.  Damage to fences, hedges or gates.
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.	12. 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.
13.	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> .	13. Locks and keys to any domestic outbuilding and private garage.  Any amount above the <i>limit</i> shown in the <i>endorsements</i> after the <i>excess</i> has applied.

#### **What is Covered**

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.

#### **What is Not Covered**

14. Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. Loss or damage when your home is unoccupied.

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.

- 15. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of your home. Unless excluded by endorsement on your policy schedule.
- 15. The replacement cost of any other part of the item. Damage to tiles.

Loss or damage when your home is unoccupied.

- 16. Removal of Nests. We will pay for the costs with our agreement in respect of removing bees, wasps and hornet nests from the home.
- 16. Any amount above the *limit* of £250 after the excess has been applied.
- 17. 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 *buildings*, provided the damage is covered under *your* policy and subject to *our* prior written agreement.

  We will pay for:
- 17. Any fees and costs *you* 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 *you* were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the *buildings*.

- 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*;
- up or propping up and taking away any damaged parts of the *buildings*, any amount above the *limit* shown.

In respect of removing debris, demolition, shoring

 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.

		erec	

#### **What is Not Covered**

- 18. 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 1-10, 14 and 15 above (and 20 below if included) of this Cover, the buyer shall be entitled to the benefit of this Cover once the sale has been completed.
- 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.
- 19. If your home is uninhabitable as a result of insured damage to the buildings caused by 1-15 above (and 20 below if included), we will pay up to the amount shown in the endorsements for:
  - the reasonable additional cost of similar short-term accommodation for *you* and *your family* and also for any pets living with *you*.
- 19. Any costs *your family* would have to pay once *your home* becomes habitable again.
  - Any costs *you* agree to pay without *our* prior written permission.

The cost of alternative accommodation for anyone who is not a member of *your family*.

Any amount above the *limit* shown in the *endorsements*.

Any cost covered by another policy.

If the *schedule* states "Accidental damage included", the following additional cover is provided for the *buildings*:

- 20. Accidental damage to the buildings.
- 20. 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,

Damage caused by domestic pets.

scratching or denting.

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 of breakdown.

### Legal Liability

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

#### **What is Covered**

- 21. The legal liability of you or your family as owner of your home, to pay damages and costs to others which arise from any single event occurring during the insurance period which result in:
  - accidental death, disease, illness or accidental physical injury to anyone;
  - *accidental* damage to physical property.

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.

#### **What is Not Covered**

 Anything owned by or the legal responsibility of you or your family.

Injury, death, disease or illness to or of you or your family (other than your domestic employees who normally live with you).

Liability arising from any employment, trade, profession or business of *you* or *your family*.

Liability accepted by **you** or **your family** under any agreement, unless the liability would exist without the agreement.

Liability covered by any other policy.

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

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

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us is £2,000,000.

22. Any private residence previously owned and occupied by *you* in which *you* still hold legal title or have an interest.

Any incident which happens more than 7 years after the last day of the last insurance period in respect of any private residence previously insured by us and owned and occupied by you.

Anything owned by or the legal responsibility of *you* or *your family*.

Injury, death, disease or illness to or of you or your family (other than your domestic employees who normally live with you).

Liability arising from any employment, trade, profession or business of *you* or *your family*.

Liability accepted by *you* or *your family* under any agreement, unless the liability would exist without the agreement.

Liability covered by any other policy.

### 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.

١	What is Covered		What is Not Covered
Da	mage 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.	Stormorflood.	2.	Damage to fences, hedges or gates. Damage caused by rising groundwater levels. Damage caused by frost.
3.	Theft or attempted theft.	3.	Damage when your home is lent, let or sub-let to anyone other than your family, unless force and violence have been used to get into or out of your home.  Up to the amount shown in the endorsements after the excess of £250 has applied, for loss or damage occasioned by the tenant or others lawfully on, in or about your home.  Loss or damage when your home is unoccupied.
4.	Freezing or water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Domestic heating o escaping from a fixed heating system.  Trace and access: we will pay up to the amount shown in the endorsements, after the policy excess has been applied, for the cost of removing then repairing or reinstating any part of the buildings 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 buildings.	il	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 buildings or of the land belonging to your home.  Loss or damage when your home is unoccupied.
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> .  Up to the amount shown in the <i>endorsements</i> after the <i>excess</i> of £250 has applied, for loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> .

V	/hat is Covered	v	Vhat 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</i> family unless force and violence have been used to get into or out of <i>your home</i> .  Up to the amount shown in the <i>endorsements</i> after the <i>excess</i> of £250 has applied, for loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> .  Loss or damage when <i>your home</i> is <i>unoccupied</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.	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 your home. 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;	10.	
	(b) animals.		(b) Loss or damage caused by domestic pets.
11.	Weight of snow.	11.	Damage to domestic outbuildings and private garages unless they are built of brick and stone and have a slate or tiled roof.

V	/hat is Covered	V	Vhat is Not 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.	12.	Any amount above the <i>limit</i> of £1,000 after the excess has applied. Any cost incurred following damage caused by the police in the course of criminal investigation.
_	Replacement of Locks and Keys. The cost of replacing locks and keys to any external door following the theft of <i>your</i> or the tenants keys to the premises.  ddition <i>you</i> are covered for the following:	13.	Any amount above the <i>limit</i> shown in the <i>endorsements</i> after the <i>excess</i> has applied.  Locks and keys to any domestic outbuilding and private garage.
	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.	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.	Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of <i>your home</i> .	15.	The replacement cost of any other part of the item.  Damage to tiles.  Loss or damage when your home is unoccupied.
16.	Removal of Nests.  We will pay the costs with our agreement in respect of removing bees, wasps and hornet nests from the home.	16.	Any amount above the <i>limit</i> of £250 after the excess has been applied.

#### **What is Covered**

17. 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 your policy and subject to our prior written agreement.

#### We will pay for:

- 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.

#### **What is Not Covered**

 Any fees and costs you 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 *you* were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the *buildings*.

In respect of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the *buildings*, any amount above the *limit* shown.

- 18. 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 1-10, 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.
  - 18. 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.

 $\emph{We}$  will not pay the first £1,000 of any loss or damage.

- 19. If your home in uninhabitable as a result of insured damage to the buildings caused by 1-10, 14, 15 above (and 20 below if included), we will pay up to the amount shown in the endorsements for:
  - the reasonable additional cost of similar shortterm accommodation for your tenants and also for any pets living with them.
  - rent you would have received but have lost (including ground rent for up to 2 years).

19. Any costs *your family* would have to pay once *your home* becomes habitable again.

Any costs you agree to without our prior written permission.

The cost of alternative accommodation for anyone who is not a member of *your* family or *your* tenants.

Any amount above the *limit* shown in the *endorsements*.

#### **What is Covered**

#### **What is Not Covered**

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

20. Accidental damage to the buildings.

20. 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.

Damage caused by domestic pets.

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. 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.

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

#### In addition you are covered for the following:

- heating oil at the home.
  - We will pay for accidental and sudden loss of domestic heating oil and metered water.
- 21. Accidental loss of metered water and domestic 21. Any amount above the *limit* of £500 after the excess has applied.
- 22. Re-letting costs
  - We will pay for the necessary costs in re-letting the building following damage by an insured event which renders the building uninhabitable.
- 22. Any amount above the *limit* of £500 after the *excess* has applied.

### Legal Liability

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

#### **What is Covered**

- 23. The legal liability of you as owner of your home, to pay damages and costs to others which arise from any single event occurring during the insurance period which result in:
  - accidental death, disease, illness or accidental physical injury to anyone;
  - accidental damage to physical property.

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.

#### **What is Not Covered**

23. Anything owned by or the legal responsibility of *you* or *your family*.

Injury, death, disease or illness to or of *you* or *your family* (other than *your* domestic employees who normally live with *you*).

Liability arising from any employment, trade, profession or business of *you* or *your family*.

Liability accepted by **you** or **your family** under any agreement, unless the liability would exist without the agreement.

Liability covered by any other policy.

24. *Your* liability for accidents to domestic employees.

The legal liability you have as owner of the property and or employer to compensate your domestic employees. If following an accident during the period of insurance, and in the course of their employment to, you, any of your 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 your domestic employees.

- 24. We will not pay if the liability arises from: Injury to any domestic employee when the domestic employee is:
  - carried in or up on any motor *vehicle*;
  - entering of getting into or a lighting from a motor *vehicle* 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 *vehicle* or is the person in charge of the motor *vehicle* 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 *your* pursuit or exercise of any trade, calling or profession other than the business of landlord.

### HomeCare Contents Cover

Only applicable if Contents Cover is shown on the schedule.

This part of the policy sets out the cover we provide for the contents 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.

The *limit* of liability for *valuables* and *high risk valuables* is confirmed in the *schedule* and within the *endorsements*.

V	What is Covered	ν	Vhat is Not Covered
	ss of or damage to the <i>contents</i> of <i>your</i> <i>me</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 flood.	2.	Contents in the open. Damage caused by rising groundwater levels.
3.	Theft or attempted theft.	3.	Contents in any domestic outbuildings or private garage unless force and violence have been used to get into or out of the buildings up to the limit shown in the endorsements.  Loss or damage when your home is unoccupied.  Loss or damage while your home is lent, let or sub-let to anyone other than your family unless force and violence have been used to get into or out of the buildings.  Loss by deception unless the only deception was someone tricking their way into your home.  Loss of money unless force and violence have been used to get into or out of the buildings up to the limit shown in the endorsements.  Loss or damage while your home is used to receive visitors or paying guests in connection with your business.
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 or damage when <i>your home</i> is <i>unoccupied</i> .
5.	Riot, civil commotion.		Loss or damage when <i>your 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 force and violence have been used to get into or out of the <i>buildings</i> .
6.	Malicious acts or vandalism.	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>your home</i> is <i>unoccupied</i> .

V	Vhat is Covered	1	What is Not Covered
7.	Subsidence or heave of the site on which the buildings stand or of land belonging to your home, 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 (which are otherwise subject of Home Contents Cover).
10.	Impact involving: (a) vehicles, aircraft or anything dropped from them;	10.	
	(b) animals.		(b) Loss or damage caused by domestic pets (unless included by the <i>endorsements</i> applying to this policy).
11.	Accidental damage to TV, satellite, video, audio entertainment equipment and computer equipment in your home, including loss of legally downloaded audio or visual files (unless excluded by endorsement on your policy schedule).		Damage while your home is lent, let or sub-let to anyone other than your family.  Loss or damage when your home is unoccupied.  Damage to laptop computers, mobile phones, tablet computers, computer software, external hard drives and Network Attached Storage (NAS) drives, handheld computers, musical instruments, audio and video media (other than legally downloaded audio and video files) and computer games.  Loss or damage resulting in screen burn, clouding or other superficial damage including stains and scratches.  Damage by any cause listed elsewhere in the HomeCare Contents Cover and which is excluded specifically under that cause.
12.	Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of your furniture. (unless excluded by endorsement on your policy schedule).	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>your home</i> is <i>unoccupied</i> .
13.	Accidental loss of keys to the doors of your home or to safes and alarms in your home.  At our option we will pay for:  - buying new keys; or  - changing parts of the locks; or  - replacing the locks.	13.	Any amount above the <i>limit</i> shown in the <i>endorsements</i> .  Loss or damage when <i>your home</i> is <i>unoccupied</i> .

V	Vhat is Covered	V	Vhat is Not Covered			
14.	Accidental loss of metered water, liquid petroleum gas or domestic heating oil at your home.	14.	Loss by any cause listed in the Home Contents Cover and which is excluded specifically under that cause.  Any amount above the <i>limit</i> shown in the <i>endorsements</i> .  Loss or damage when <i>your home</i> is <i>unoccupied</i> .			
15.	Contents in the Open (Outside). Loss of or damage to your contents while they are outside, but within the boundaries of your home.	15.	Loss of <i>money</i> . Loss of or damage to pedal cycles. Any amount above the <i>limit</i> shown in the <i>endorsements</i> . Loss or damage when <i>your home</i> is <i>unoccupied</i> .			
16.	Weddings, Civil partnerships, Christmas, Birth of a child, Other Religious Festivals, Christenings and Bar Mitzvahs. For one month before and one month after the event, the sum insured for contents is increased as shown in the endorsements, unless excluded within the endorsement.		Loss or damage when <i>your home</i> is <i>unoccupied</i> .			
17.	The cost of replacing food in a freezer in your home which has been spoilt by an accidental change in temperature in your freezer.	17.	Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to <i>your home</i> .  Any amount above the <i>limit</i> shown in the <i>endorsements</i> .			
18.	If your home is uninhabitable as a result of insured damage to contents caused by 1-10 above (and 21 below if included), we will pay the additional cost of similar short-term accommodation for you or your family and also for any pets living with you.	18.	Any costs you or your family would have to pay once your home becomes habitable again.  Loss or damage when your home is unoccupied.  Any costs you or your family 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 in the endorsements.			
19.	You or your family's liability under the terms of any credit card cheque card or cash dispenser card agreement as a direct result of its theft from your home and following its unauthorised use by any person not related to or residing with you.	19.	Any loss unless <i>you</i> or <i>your family</i> have complied with the terms and conditions of the issuing authority.  Loss or damage when <i>your home</i> is <i>unoccupied</i> .  Any loss or claim due to accounting errors or omissions.  Any amount above £500.			

#### **What is Covered**

- Loss of or damage to contents while they are moved temporarily to other premises within the British Isles caused by:
  - (i) Fire, lightning explosion, earthquake or smoke;
  - (ii) Storm or flood:
  - (iii) Theft or attempted theft using force and violence to get into or out of the premises where contents are kept temporarily;
  - (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
- 21. **Contents** at University , College or Boarding School.

We will pay up to the amount shown in the endorsements (unless shown as 'excluded'), for loss or damage to contents from any cause insured under Contents cover 20 while the items are being kept in your lodgings whilst you are away at University, College or Boarding School in the British Isles.

22 Garden Plants Cover

We will pay up to the amount shown in the endorsements (unless shown as 'excluded') for loss of or damage to trees, shrubs, plants and lawns at your home and any design fees necessary to put it right.

#### **What is Not Covered**

Any amount above the *limit* shown in the endorsements.

Loss or damage whilst at University, College or Boarding School.

- (i) Damage by smoke from air pollution,
  - (ii) Contents in the open.Damage caused by rising groundwater levels,
- (iii) Loss of money,
- (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 or animals.
- 21. Loss of money.

Theft or attempted theft unless force and violence have been used to get into or out of the *building*.

Pedal Cycles.

Loss by deception.

Loss of or damage to guests belongings. Camping Equipment.

22. Loss or damage caused by any pets, other animals, birds, insects, fungus, disease or frost.

Trees, shrubs, plants or lawns which die naturally or die through neglect because *you* have not looked after them properly.

Loss or damage caused by storm, flood, or weight of snow.

Loss or damage when *your home* is *unoccupied*. Loss, damage or destruction caused by civil authority.

V	Vhat is Covered	V	Vhat is Not Covered
23.	Title Deeds and Documents.  We will pay the cost of preparing new title deeds to your home up to the amount shown in the endorsements (unless shown as 'excluded') after loss or damage by events 1-10 under HomeCare Contents Cover while the deeds (including lease documents) are in your home or in your bank for safe keeping.	23.	Any amount above the <i>limit</i> shown in the <i>endorsements</i> .
24.	Visitors' Possessions.  We will pay up to the amount shown in the endorsements (unless shown as 'excluded'), for loss or damage to your visitors' possessions as a result of insured damage caused by covers 1-10 above.	24.	Loss or damage when <i>your home</i> is <i>unoccupied</i> .
25.	Office Equipment.  We will pay up to the amount shown in the endorsements for loss or damage to your office equipment being kept in your home as a result of insured damage caused by covers 1-10 above.	25.	Smart phones. Mobile phones. Tablet computers.
Ifth	ne <i>schedule</i> states <i>'Accidental Damage</i> inclu	ded',	the following additional cover is provided for the <i>contents</i>
	Accidental damage to the contents inside the buildings of your home.	26.	Damage to clothing or footwear.  Deterioration of food.  Damage when your home or any part of your home is lent, let or sub-let to anyone other than your family.  Damage caused by rising groundwater levels.  Damage caused by domestic pets.  Damage which is excluded under Contents covers 1 to 10 in the HomeCare Contents Cover.  Loss or damage when your home 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 your home.
In a	ddition <i>you</i> are covered for the following:		
27.	Accidental damage or loss while a professional removal firm is moving contents from your home directly to your new permanent home in the British Isles.	27.	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 document of any kind.

### Legal Liability

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

#### **What is Covered**

- 28. The legal liability of you or your family:
  - as occupier of your home;
  - as individuals:
  - as an employer of any of *you* or *your family*'s domestic employees;

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

- accidental death, disease, illness or accidental physical injury to anyone;
- accidental loss of or physical damage to property, occurring during the period of insurance;
- in the United Kingdom.

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 your domestic employees
- £2,000,000 for an accident to any other person or property.

#### **What is Not Covered**

28. Liability for anything owned by or the legal responsibility of *you* or *your family*.

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.

Liability for injury, death, disease or illness to *you* or *your family* (other than *your* domestic employees who normally live with *you*).

Liability arising from any employment, trade, profession or business of *you* or *your family*.

Liability arising from *you* or *your family* passing on any disease or virus.

Liability arising from the ownership or use of:

- any motor vehicle, including children's vehicles (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 buildings.

Liability accepted by *you* or *your family* under any agreement, unless such liability would exist without the agreement.

Liability covered by any other policy.

#### **What is Covered**

#### **What is Not Covered**

- 29. Tenants Cover if you are the tenant of your home, we will pay up to £10,000 for loss or damage caused by events 1-6 and 8-10,14,15 and 17 resulting from a single incident under the Home Buildings Cover to any:
- $29. \ \, Loss\, of\, or\, damage\, to\, gates, hedges\, and\, fences.$
- fixtures and fittings, greenhouses and sheds you have installed at your home and for which you are responsible;
- part of the structure, decorations, fixtures and fittings of your home for which you are responsible as a tenant under a tenancy agreement.
- 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 28 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.

30. 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' 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: otherwise the maximum amount to be paid is the sum insured less any applicable excess.

V	What is Covered	V	What is Not Covered
	ss of or damage to <i>landlord's contents</i> of the home caused by the following:		Landlord's contents in the open and landlord's contents in any garage or outbuilding.
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.	Damage caused by frost. Damage caused by rising groundwater levels.
3.	Theft or attempted theft.	3.	Up to the amount shown in the <i>endorsements</i> after the <i>excess</i> of £250 has applied, for 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</i> business.  Loss or damage when <i>your home</i> is <i>unoccupied</i> .
4.	Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.	4.	Damage to the appliance or system from which the water or domestic heating oil escapes.
	Domestic heating oil escaping from a fixed heating system.		Loss of the domestic heating oil itself.
_			Loss or damage when <i>your home</i> is <i>unoccupied</i> .
5.	Riot, civil commotion.	5.	Loss or damage when <i>your home</i> is <i>unoccupied</i> . Up to the amount shown in the <i>endorsements</i> after the <i>excess</i> of £250 has applied, for loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> .
6.	Malicious acts or vandalism.	6.	Up to the amount shown in the <i>endorsements</i> after the <i>excess</i> of £250 has applied, for loss or damage occasioned by the tenant or others lawfully on, in or about <i>your home</i> .  Loss or damage when <i>your home</i> is <i>unoccupied</i> .
_			<u> </u>

V	Vhat is Covered	V	Vhat 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.	${\tt Damagecausedduringtreefelling,loppingortopping.}$
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;	10.	
	(b) animals.		(b) Loss or damage caused by domestic pets or animals
11.	Accidental 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>your home</i> is <i>unoccupied</i> .
	he schedule states "Accidental Damage includiord's contents:	uded	"the following additional cover is provided for
12.	Accidental damage to the landlord's contents inside the buildings of the home.	12.	Damage to clothing or footwear.  Deterioration of food.  Landlord's contents 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 caused by domestic pets.  Damage which is excluded under landlord's contents covers 1 to 10.  Loss or damage when your home 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 your home.

# Personal Possessions and Money Cover

(This cover is not available with HomeCare 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 or in the endorsements, otherwise the maximum amount to be paid is the sum insured after any applicable excess has been deducted.

#### **Unspecified Personal Possessions**

#### **What is Covered**

Accidental loss of or physical damage to unspecified personal possessions and money 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 you or your family.

The limits of liability applying under this section are shown in the *endorsements* for:

- (a) Money;
- (b) Credit Cards;
- (c) Single Article Limit of any individual item or set (excluding pedal cycles).

Cover for any one pedal cycle and accessories is limited to £500.

#### **What is Not Covered**

Theft from an unattended motor *vehicle* unless the *vehicle*, 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 *limit* shown in the *endorsements*.

Theft of a pedal cycle if left unattended away from *your home* unless it is securely locked to a permanent structure or in a locked building.

Theft of pedal cycle accessories, unless they are stolen with the pedal cycle.

Loss of or damage to:

- sports equipment while it is being used;
- contact lenses;
- pedal cycle tyres;
- pedal cycle through breakdown or derangement;
- a pedal cycle while you are using it for racing, pace making or trials;
- household goods;
- plants or any living creature;
- vehicles and craft and their accessories other than removable audio and satellite navigation equipment not in the vehicle:
- deeds documents and certificates.

Loss or damage caused by theft or attempted theft from an unlocked hotel room.

Loss by deception, fraud or confidence trick.

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

#### **Specified Personal Possessions**

#### **What is Covered**

Accidental loss of or physical damage to Specified personal possessions occurring on 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 you or your family.

#### **What is Not Covered**

Theft from an unattended motor vehicle.

Theft of a pedal cycle if left unattended away from *your home* unless it is securely locked to a permanent structure by a nominated lock which is specified in the 'Sold Secure' list of pedal cycle locks (available @ www.soldsecure.com) or any Thatcham approved lock which is appropriate to the value of the pedal cycle.

Insured value £501-£1000 require a Thatcham approved or Sold Secure Bronze rated lock.

Insured value £1001 - £1500 require a Thatcham approved or Sold Secure Silver rated lock.

Insured value £1501 and above require a Sold Secure Gold rated lock.

Loss of or damage to:

- sports equipment while it is being used;
- contact lenses;
- pedal cycle tyres;
- pedal cycle through breakdown or derangement;
- a pedal cycle while you are using it for racing, pace making or trials;
- household goods;
- plants or any living creature;
- vehicles and craft and their accessories other than removable audio and satellite navigation equipment not in the vehicle:
- deeds documents and certificates.

Loss or damage caused by theft or attempted theft from an unlocked hotel room.

Loss by deception, fraud or confidence trick.

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

# General Exceptions Which Apply to the Whole of Your Policy

#### We will not pay for the following:

- 1. Any reduction in value.
- 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 commenced outside of the *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 (unless included by *endorsement* applying to *your* policy).
- 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.
- 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 of civil authority;
  - aircraft travelling at supersonic speeds;
  - the failure of computer or electronicallycontrolled 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.
- 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.

- You may cancel the policy at any time by telling your insurance broker (cancellation cannot be backdated). In the event of cancellation we will give you a proportionate refund of premium provided you have not made a claim and will be subject to a minimum premium of £25. 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 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.

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 claim and will be subject to a minimum premium of £25.

Please note, *you* may also be charged a fee by *your* insurance broker for the cancellation of *your* insurance.

- 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.
  - 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.
- 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.
- 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.

### General Conditions

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

- 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.
- 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 or 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.

- 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

  Appropriate the process and the process
  - 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  $\mathsf{Act}$ .
- 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.
- 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*:

- 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 that 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 600364 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.

- You must do all you can to prevent and reduce any costs, damage, injury or loss.
- 2. 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, including proof of claim at your expense. 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.

- 3. **You** must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 4. 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.
- 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.
- 6. If any claim is covered by any other insurance, we will not pay for more than our share of that claim.
- You must retain any damaged property for our inspection and not abandon property to us unless you have our written authority.
- 8. *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:

- 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.
- 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.
- 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**

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 us.

How to contact us

Telephone: 01204 600200

Post:

**Broker Direct Plc** 

Deakins Park, Deakins Mill Way, Egerton, Bolton BL79RW

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 out 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 E149SR

### 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.

### 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 in 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/Home.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

In this section Broker Direct Plc should be read as Broker Direct Plc and CPD Underwriting Solutions Limited.

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 purchases 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 your 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, BL79RW.

### Endorsements

Endt No.	An endorsement only applies if the endorsement number is shown on your current schedule
800	Home Buildings The following limits of liability under the policy are applicable: 4. Trace & Access – £2500 13. Lock Replacement – £300 19. Alternative Accommodation – up to £25,000
801	Home Buildings The following limits of liability under the policy are applicable: 4. Trace & Access -£5000 13. Lock Replacement -£500 19. Alternative Accommodation - up to £50,000
802	Home Buildings The following limits of liability under the policy are applicable: 4. Trace & Access –£7500 13. Lock Replacement –£750 19. Alternative Accommodation – up to £75,000
803	Home Contents  The following limits of liability under the policy are applicable:  3. Money in the home - £500  3. Thefts from domestic outbuildings and private garages - £1500  13. Loss or theft of keys - £500  14. Accidental loss of metered water, liquid petroleum gas or domestic heating oil - £500  15. Contents in the open - £500  17. Freezer contents - £500  18. Alternative accommodation - up to £15,000  20. Temporary removal - up to £5,000  25. Office equipment - £5000  The following numbers in the policy are deleted and no cover is operative:  11. Accidental damage to audio and visual equipment - excluded  12. Accidental damage to mirrors and glass - excluded  13. Students contents - excluded  24. Students contents - excluded  25. Deeds and documents - excluded  26. Usisitors personal possessions - excluded

### Endorsements (cont.)

Endt No.	An endorsement only applies if the endorsement number is shown on your current schedule
804	Home Contents  The following limits of liability under the policy are applicable:  3. Money in the home -£1,000  3. Thefts from domestic outbuildings and private garages -£2,500  11. Accidental damage to audio and visual equipment - included  11. Audio and visual file downloads -£1,500  12. Accidental damage to mirrors and glass - included  13. Loss or theft of keys -£1,000  14. Accidental loss of metered water, liquid petroleum gas or domestic heating oil -£1,000  15. Contents in the open -£1,000  16. Increased cover for weddings or religious festivals - 10% of contents sum insured  17. Freezer contents - unlimited  18. Alternative accommodation - up to £25,000  20. Temporary removal - up to £10,000  21. Students contents -£5,000  22. Plants in the garden -£1,500  23. Deeds and documents -£1,500  24. Visitors personal possessions -£500  25. Office equipment -£10,000
805	Home Contents  The following limits of liability under the policy are applicable:  3. Money in the home -£2,000  3. Thefts from domestic outbuildings and private garages -£3,500  11. Accidental damage to audio and visual equipment - included  11. Audio and visual file downloads -£2,500  12. Accidental damage to mirrors and glass - included  13. Loss or theft of keys -£1,500  14. Accidental loss of metered water, liquid petroleum gas or domestic heating oil -£1,500  15. Contents in the open -£2,000  16. Increased cover for weddings or religious festivals - 10% of contents sum insured  17. Freezer contents - unlimited  18. Alternative accommodation - up to £50,000  20. Temporary removal - up to £10,000  21. Students contents -£5,000  22. Plants in the garden -£2,500  23. Deeds and documents - unlimited  24. Visitors personal possessions -£500  25. Office equipment -£12,500

#### 806 Escape of Water Excess

An excess of £400, in addition to the amount of any excess shown on your schedule, applies to each and every claim from water escaping from washing machines, dishwashers, fixed water or fixed heating systems – outlined in cover 4 of each section.

#### 807 Escape of Water Excess

Applicable to the Home Building/Landlord's Buildings and Home Contents/Landlord's Contents Covers of your policy.

An excess of £250, in addition to the amount of any excess shown on your schedule, applies to each and every claim from water escaping from washing machines, dishwashers, fixed water or fixed heating systems – outlined in cover 4 of each section.

#### 808 Minimum Security

We will not pay for any claim, under covers 4 and 6 of the Home Buildings/Landlord's Buildings and Home Contents/Landlord's Contents sections, for theft, attempted theft, malicious damage or vandalism at your home unless the Security Protections shown below are:

- 1. Fitted to the home and
- 2. Put into full and effective operation
  - (i) whenever the home is left unattended, and
  - (ii) when *you* and *your family* go to bed.

#### Security Protections

- 1. The door used as a final exit from the Home is to be fitted with a suitable lock complying with British Standard 3621 or a lock of superior quality approved by *us*.
- 2. All other external doors are to be secured
  - (i) in a similar manner as described in 1 above, or
  - (ii) fitted top and bottom with mortice or surface mounted bolts with detachable keys
- 3. Accessible windows to be fitted with key operate window locks with detachable keys
- 4. Sliding patio doors to be fitted with key operated security locks top and bottom with detachable keys

#### 809 Security - Safe

 $Under Home Care\ Contents\ covers\ 3, 6\ and\ 26-ltems\ of\ jewellery, watches, precious\ metal\ and\ stones\ are\ only\ insured\ against\ theft\ or\ attempted\ theft\ or\ accidental\ loss:$ 

- while being worn or carried on the person by *you* or a member of *your family*;
- when kept locked in the safe(s) approved by *us* installed in the *home*;
- when kept in your bank or safe deposit;
- when in a room occupied by you or a member of your family in a private dwelling in which you
  or they are temporarily living provided entry to or exit from the private dwelling is obtained by
  violence and force;
- when deposited with an hotel or guest house proprietor for safekeeping while *you* or a member of *your family* are a guest at their hotel or guest house.

You must comply with the following conditions:

- safe keys must be removed from the safe at night or from the *home* when it is left unattended;
- the safe keys and the locking mechanisms must be replaced if the keys are lost or stolen.

This does not apply to specified or unspecified items up to the total combined value of £3,000.

### Endorsements (cont.)

Endt No.	An endorsement only applies if the endorsement number is shown on your current schedule
810	Unspecified Personal Possessions Home Contents The following limits of liability under the policy are applicable: a) Money-£500 b) Credit Cards-£1,000 c) Single Article Limit-£2,000
811	Unspecified Personal Possessions Home Contents The following limits of liability under the policy are applicable: a) Money-£750 b) Credit Cards-£2,500 c) Single Article Limit-£2,500
812	Unspecified Personal Possessions Home Contents The following limits of liability under the policy are applicable: a) Money-£1,000 b) Credit Cards-£5,000 c) Single Article Limit-£3,000
813	Residential Let Buildings & Contents The following limits of liability under the policy are applicable: 3 & 6. Theft or Malicious Damage by Tenants - £1,500 4. Trace & Access - £2,500 13. Lock Replacement - £300 19. Alternative Accommodation/Loss of Rent - up to £25,000
814	Residential Let Buildings & Contents The following limits of liability under the policy are applicable: 3 & 6. Theft or Malicious Damage by Tenants - £5,000 4. Trace & Access - £5,000 13. Lock Replacement - £500 19. Alternative Accommodation - up to £50,000
815	Residential Let Buildings & Contents The following limits of liability under the policy are applicable: 3 & 6. Theft or Malicious Damage by Tenants - £7,500 4. Trace & Access - £7,500 13. Lock Replacement - £750 19. Alternative Accommodation - up to £75,000

#### 816 Intruder Alarm Discount

A premium discount has been allowed for having an intruder alarm installed in  $your\ home$  by an alarm installer approved by us.

We will not pay the first £250 of any claim, in addition to the amount of any other excess shown on your schedule, for theft or attempted theft or malicious damage or vandalism unless:

- 1. The alarm installer is one of the following:
  - a. A Company recognised by the National Approval Council for Security Systems (NACOSS)
  - b. A Company regulated by the Security Systems and Alarm Inspection Board (SSAIB)
  - c. A Company regulated by the Alarm Inspectorate and Security Council (AISC)
- 2. The alarm is put into full and effective operation
  - a. Whenever the home is left unattended, and
  - b. When you and your family go to bed

If shown on the schedule endorsement 808, the effect of this takes precedent over endorsement 816.

#### 817 Intruder Alarm

If you suffer a loss and do not have an intruder alarm we will not pay for any claim for theft or attempted theft or malicious damage or vandalism unless:

- 1. The alarm installer is one of the following:
  - a. A Company recognised by the National Approval Council for Security Systems (NACOSS)
  - b. A Company regulated by the Security Systems and Alarm Inspection Board (SSAIB)
  - c. A Company regulated by the Alarm Inspectorate and Security Council (AISC)
- 2. The alarm is put into full and effective operation
  - a. Whenever the *home* is left unattended, and
  - b. When you and your family go to bed

If shown on the schedule endorsement 808, the effect of this takes precedent over endorsement 817.

#### 818 Intruder Alarm

If you suffer a loss and do not have an intruder alarm we will not pay for any claim for theft or attempted theft or malicious damage or vandalism unless:

- 1. The alarm installer is one of the following:
  - a. A Company recognised by the National Approval Council for Security Systems (NACOSS)
  - b. A Company regulated by the Security Systems and Alarm Inspection Board (SSAIB)
  - c. A Company regulated by the Alarm Inspectorate and Security Council (AISC)
- 2. The alarm is put into full and effective operation
  - a. Whenever the home is left unattended, and
  - b. When you and your family go to bed

If shown on the schedule endorsement 808, the effect of this takes precedent over endorsement 818.

### Endorsements (cont.)

Endt No.	An endorsement only applies if the endorsement number is shown on your current schedule
819	Intruder Alarm  If you suffer a loss and do not have an intruder alarm we will not pay for any claim for theft or attempted theft or malicious damage or vandalism, under the HomeCare Building or HomeCare Contents covers 4 or 6, unless:  1. The alarm installer is one of the following:  a. A Company recognized by the National Approval Council for Security Systems (NACOSS)  b. A Company regulated by the Security Systems and Alarm Inspection Board (SSAIB)  c. A Company regulated by the Alarm Inspectorate and Security Council (AISC)  2. The alarm is put into full and effective operation  a. Whenever the home is left unattended, and  b. When you and your family go to bed  If shown on the schedule endorsement 808, the effect of this takes precedent over endorsement 819.
820	Minimum Security Discount  A premium discount to the HomeCare Building or HomeCare Contents covers (unless shown as not insured or excluded) has been allowed for having the Security Protections (as stated below) installed in your home.  We will not pay the first £250 of any claim, in addition to the amount of any other excess shown on your schedule, for theft, attempted theft, malicious damage or vandalism at your Home unless the Security Protections are in full and effective use.  1. when you and your family have gone to bed, or 2. whenever the home is left unattended.  Security Protections  1. The door used as a final exit from the home is to be fitted with a suitable lock complying with British Standard 3621 or a lock of superior quality approved by us.  2. All other external doors are to be secured  (i) in a similar manner as described in 1 above, or  (ii) fitted top and bottom with mortice or surface mounted bolts with detachable keys  3. Accessible windows to be fitted with key operate window locks with detachable keys  4. Sliding patio doors to be fitted with key operated security locks top and bottom with detachable keys
821	Unoccupied Period The definition of <i>unoccupied</i> in the <i>policy wording</i> is amended to read 60 days in place of 30 days shown.

#### 822 Buildings Matching Sets & Suites

General exception 4 in the *policy wording* is amended to read: In the event of loss or damage to the building which form part of a set of common design *we* will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

 $\it We$  will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles where replacements to the damaged parts cannot be matched.

If a wooden, laminate or vinyl floor covering is damaged beyond repair  $\it we$  will only pay for the damaged floor covering.

 $\emph{We}$  will not pay for undamaged floor coverings in adjoining rooms even if they are the same colour or design.

#### 823 Contents Valuables

From the declared total contents sum insured, the following restrictions and/or limits apply in the aggregate:

- valuable contents, 20% of the contents sum insured;
- high risk valuable contents, 12.50% of the contents sum insured;
- Single Article Limit of £4,000 applies to all claims.

#### 824 Contents Valuables

 $From the \ declared \ total \ contents \ sum \ insured, the following \ restrictions \ and/or \ limits \ apply \ in \ the \ aggregate:$ 

- valuable contents, 30% of the contents sum insured (Single Article Limit of £10,000 applies to valuable contents claims);
- high risk valuable contents, 12.50% of the contents sum insured (Single Article Limit of £5,000 applies to high risk valuable contents claims);

#### 825 Contents Valuables

From the declared total contents sum insured, the following restrictions and/or limits apply in the aggregate:

- valuable contents, 30% of the contents sum insured (Single Article Limit of £10,000 applies to valuable contents claims);
- high risk valuable contents, 12.50% of the contents sum insured (Single Article Limit of £5,000 applies to high risk valuable contents claims);

#### 826 Shopping in Transit

Under HomeCare Contents cover, we will pay for theft of, loss of or damage to food and personal possessions while you or a member of your family are transporting them from a shop or market to your home. The most that we will pay is £1,000.

#### 827 Business Stock

We will pay for loss or damage to business stock kept at *your home* up to £500 after any policy excess has been applied. This does not include business money or business documents or deeds. Cover is not provided for business stock kept in the open.

#### 828 Business Stock

We will pay for loss or damage to business stock kept at your home up to £1,000 after any policy excess has been applied. This does not include business money or business documents or deeds. Cover is not provided for business stock kept in the open.

Endt No.	An endorsement only applies if the endorsement number is shown on your current schedule
829	Contents, Matching Sets & Suites  General exception 4 in the policy wording is amended to read: In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including carpets and curtains) we will pay whichever of the following is least:  • the cost to repair the damaged part to its condition immediately before the loss; or  • the cost to replace the lost or damaged part.  If we cannot repair the damaged item(s) or arrange for an equivalent replacement, we will pay:  • the full replacement cost of the whole pair, set or suite; or  • the cost to make up any loss in value of the undamaged pair, set or suite immediately before and after the loss or damage.  You agree, if requested by us, that you will surrender the undamaged part(s) of the pair, set or suite to us.  If a carpet or curtain is damaged beyond repair we will only pay for the damaged carpet or curtains.  We will not pay for undamaged carpets or curtains in adjoining rooms even if they are the same colour or design.
830	Flood Excess  Applicable to the cover 2 of the HomeCare Buildings/Landlord's Buildings and HomeCare Contents/ Landlord's Contents Covers of your policy.  An excess of £100, in addition to the amount of any excess shown on your schedule, applies to each and every claim for Flood.
831	Flood Excess  Applicable to the cover 2 of the HomeCare Buildings/Landlord's Buildings and HomeCare Contents/ Landlord's Contents Covers of your policy.  An excess of £150, in addition to the amount of any excess shown on your schedule, applies to each and every claim for Flood.
832	Flood Excess  Applicable to the cover 2 of the HomeCare Buildings/Landlord's Buildings and HomeCare Contents/ Landlord's Contents Covers of your policy.  An excess of £200, in addition to the amount of any excess shown on your schedule, applies to each and every claim for Flood.
833	Accidental Damage caused by Domestic Pets Under HomeCare Buildings cover 20, and HomeCare Contents cover 26, we will pay for loss or damage caused by domestic pets.



# In the event of a claim please call O1204 600364