

# Your Home Insurance

## Profile Product

Flexible home insurance with a range of optional extras



Policy booklet  
December 2018

## Contact Us...

If you need to make a claim under sections A-D, please call:

**0330 024 2255**

Please have your policy number to hand when contacting us.

If you need to make a claim under section E, please call:

**0344 770 1040**



## Legal Helpline

The Legal Helpline can be used to discuss any legal problem you have, occurring within the UK, the Channel Islands and the Isle of Man.

The helpline covers a broad range of topics including:

- Family law
- Wills and estates
- Employment and work law
- Conveyancing and property matters
- Consumer matters

The helpline is available 24 hours a day, 365 days a year.

To access the Legal Helpline, please call **0344 770 1040** and quote 'Covéa Insurance'.

The Legal Helpline is provided by Arc Legal Assistance Limited.

## Cyber Support Helpline

You can call the helpline to talk about any problems you're having with your personal electronics that you think are related to a cyber attack.

This includes:

- Immediate steps you should take in the event of a cyber attack
- What you can do to restore the device to the state it was in before the attack
- What you can do if you are subject to a Ransomware attack
- Advice on financial losses suffered as a result of a cyber attack

To access the Cyber Support Helpline please call **0333 234 2681** and quote 'Covéa Insurance'.

The Cyber Support Helpline is provided by Arc Legal Assistance Limited and administered by Agenci.

For our joint protection telephone calls may be recorded and monitored.

# Welcome...

## to your Home Insurance Policy from Covéa Insurance



We really need you to read this document to make sure you have bought the right home insurance product for you. To make life easier, this document is laid out so that you can easily find what you need.



Why not grab a cup of tea, have a quick read through and check you've got the cover you want?

**We don't expect you to read everything right away, however there are a few key aspects for you to consider immediately.**

- You should have this policy booklet, your schedule and your statement of insurance;
- Together these documents form the contract between you and us;
- You need to check the information you provided when taking out the insurance to ensure it is correct. If any of the information you have provided is incorrect, you should tell your intermediary immediately;
- This is really important, because if any of the information provided is not correct, it may affect any claims that you make or any cover that you have.

**We will make every effort to meet any claims. However, no policy covers everything.**

**We do not cover certain things such as wear and tear and maintenance. The things that are not covered by your policy are stated:**

- In the general exclusions that apply to sections A - D on pages 38-39.
- The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that you understand the general conditions which apply to your policy because if you do not meet these conditions, it may affect any claim you make or any cover that you have.
- Please check your cover to ensure that it meets your needs. If the cover does not meet your needs, please contact your intermediary straight away.

We are delighted you chose us to insure your home. We hope you are happy with your cover and the service we provide.

Thanks for choosing us!



Information Correct as at December 2018  
All information contained in this document is correct at the time of printing (December 2018).  
For full up to date information please visit our website - [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

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# Your Cover at a Glance



## Buildings

covers the home and permanent fixtures and fittings.

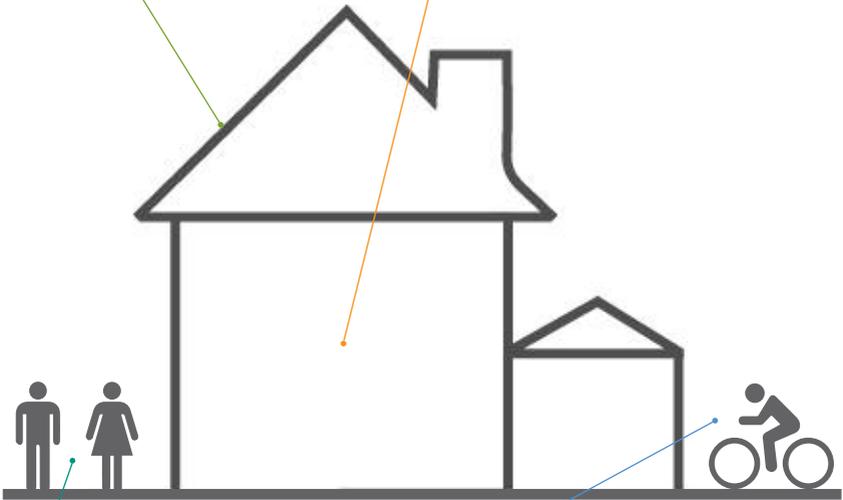
Go to page 11 for more details on Buildings Cover



## Contents

covers items within the home that you or your family own; anything you would pack up and take with you if moving house is Contents.

Go to page 20 for more details on Contents Cover



## Personal Possessions

is an optional extra cover for items such as jewellery and mobile phones which are covered outside of the home.

Full details of what we can cover you for are highlighted on page 34



## Pedal Cycles

is an optional extra cover for your pedal cycle whilst outside of the home.

All the detail you need about this cover can be found on page 35



## Family Legal Protection

is an optional additional policy, provided by Arc Legal Assistance Limited, for legal costs and expenses. Full details of what we can cover you for are highlighted on page 46.

# Making a Claim

If you need to make a claim for Buildings, Contents, Personal Possessions, or Pedal Cycles, here's what to do:



Check the policy booklet and schedule to ensure you have the relevant cover.



Please ensure you have your policy number, home postcode and the nature of the problem ready.  
If you have suffered theft, malicious damage or vandalism, please report this to the police before contacting us.



 You can call us 24/7  
**0330 024 2255**

 You can report your claim online at  
[www.coveainsurance.co.uk/reportclaim](http://www.coveainsurance.co.uk/reportclaim)

Full details of how to make a claim and how we settle your claim are included on pages 19, 32 and 36.  
To put your mind at rest, repairs completed by our approved repairers as a result of a claim are guaranteed. The length of the guarantee may vary.

**If you need to make a claim under Family Legal Protection here's what to do.**

 Call Arc Legal Assistance Limited on **0344 770 1040** quoting 'Covéa Insurance'  
For full details of how to make a Family Legal Protection claim see page 56

# Helpful Hints

## Avoid being a victim of crime



Most household burglaries are committed by opportunists. By taking some relatively simple steps **you** can decrease the chances of a break-in and make **your home** safer.

- Make sure **you** have locks on all doors and windows.
- By having an alarm installed **you** should increase security.
- Keep cash, keys, **credit cards** and any portable **high risk items** out of sight.
- When **you** are away on holiday, use time switches so the **home** looks occupied.
- Always ensure bicycles are locked securely to a permanent structure.
- Be aware of bogus officials and don't allow anyone to enter **your** property without first checking their identity.

## Dealing with burst pipes



Reduce the risk of burst pipes by:

- leaving the heating on a minimum of 15°C;
- insulating all pipes including those in the attic as these pipes are the most likely to freeze;
- insulating **your** cold water tank;
- opening the loft hatch so warm air can circulate to help prevent freezing in cold weather spells;
- making sure **you** can locate **your** mains water supply and that **you** know how to turn it off;
- turning off water supply to outside taps; and
- having emergency contact details readily to hand.

## Storm Damage



- Regularly check the condition of all roofs including garages, sheds and flat roofs for signs of wear and tear.
- Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- Be mindful of low hanging tree branches which could cause damage in high winds.

## Flood advice



- Be aware of Met Office / Environmental Agency warnings
- If there is a risk of flooding, try to move as many possessions into upstairs rooms as possible.
- If **you** have been flooded, don't enter **your** property until the mains electricity has been turned off and never use electrical appliances that may be wet. Gas can get trapped in a building after a flood, so use a battery powered torch and never use open flames to see **your** way.

# Helpful Hints

## Carbon Monoxide



Carbon monoxide is a colourless, odourless poisonous gas, which makes it difficult to detect. Symptoms of carbon monoxide poisoning include tiredness, drowsiness, headaches and breathlessness. Take some basic precautions to ensure you're safe:

- Never use a gas appliance if it's not working properly. Signs to look out for are:
  - yellow or orange flames;
  - soot stains around the appliance; and
  - a pilot light that frequently blows out.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- If **you** live in rented accommodation **your** landlord has a legal duty to carry out an annual safety check. They must provide **you** with a copy of the completed gas safety check certificate.
- Install a carbon monoxide detector. Check it complies with British Standard EN 50291 and carries a British or European approval mark.

## Fire Prevention



- Smoke detectors are important safety devices. Fit detectors in prominent places in **your home** and check the batteries on a regular basis.
- Have the chimneys swept regularly and if **you** have open fires always use a fireguard.
- Never leave hot fat or oil when cooking. If a pan does catch fire, cover it with a fire blanket or damp cloth – don't use water.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- Do not tape up electric cables as they can be dangerous and should always be replaced.
- Be careful not to overload plugs. **You** should fit no more than one plug per socket; use an extension lead if **you** need to fit more.
- Ensure smoking materials are properly extinguished/discarded.

# Is Something Wrong?

Please tell us if there is something wrong.

For full details of **our** complaints procedure, please contact **us**. Or **you** can download a copy from **our** website at [www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints)

If **you** are not satisfied with the service **we** have provided, please tell **us** so that **we** can do **our** best to resolve the problem. **You** can contact **us** in the following ways:

-  by phone on **01422 286306**
-  by email at **[home.customerrelations@coveainsurance.co.uk](mailto:home.customerrelations@coveainsurance.co.uk)**
-  or you can write to us at **Customer Relations, Covéa Insurance, A&B Mills, Dean Clough, Halifax, HX3 5AX**

For **your** and **our** protection, and for training and monitoring purposes, **we** may record and monitor telephone calls.

**We** are always here for **you** but so that **we** can help **you** as quickly as possible, please provide or have these things ready for **us**:

- **your** policy reference;
- **your** claim reference number;
- **your** daytime and evening phone numbers;
- **your** email address

**You** may be eligible to refer **your** complaint to the Financial Ombudsman Service. For further details, they can be contacted at:

-  **Write to:**  
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
-  **Phone:**  
0300 123 9123 from a mobile or 0800 023 4567 from a landline
-  **Email:**  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
-  **Website:**  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your** legal rights are not affected if **you** take any of the steps shown above.

# Definitions

## Sections A-D

We don't hide behind jargon. To help you understand everything we say, here are the explanations of the key words we have used.

The following defined words are printed in bold type and the meanings of these words are set out below.

Family Legal Protection Cover – section E has its own definitions which appear in the relevant section of this policy.

### accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

### bedroom

A room used as or originally built to be a **bedroom**, even if it is now used for other purposes.

### buildings

Full **buildings** definition can be found on page 11.

### business equipment

Furniture, computers, laptops (excluding electronically stored data), keyboards, monitors, printers, computer-aided design equipment, facsimile machines, photocopiers, telecommunications equipment and stationery, which are used for the business, trade or profession of **you** or **your family**.

### computer viruses

Any program or software from an unauthorised source that introduces itself through a computer system, network or software which prevents any operating system, computer program or software working properly or at all.

### contents

Full **contents** definition can be found on page 20.

### credit cards

Credit, cheque, charge, debit or cash dispenser cards.

### domestic duties

Work and/or chores undertaken in **your home** and its land as shown on the title deeds. **Domestic duties** do not include the work or duties of someone who is employed to provide care for **you**.

### domestic employee

Any person directly employed by **you** to carry out **domestic duties** and not employed by **you** in connection with any other business, profession, trade or employment or anyone that is self-employed and working on a labour only basis.

### endorsement

Any change made to the terms of the policy, which will be shown on **your schedule**.

### excess

The amount specified in the relevant section of this policy, or where no **excess** is specified in the policy, the amount set out in **your schedule**, which is the first part of the claim which **you** will be responsible for. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

There are three types of **excess** as follows:-

- policy **excess**: This is the standard **excess** which is applied to all policies and forms part of the policy terms.
- voluntary **excess**: This is selected by **you** and applied in addition to the policy and compulsory **excess**.
- compulsory **excess**: Applied by **us** by **endorsement**.

# Definitions

## Sections A-D continued

### family

#### **You** and **your**:

- spouse or domestic partner sharing financial responsibilities;
- children (including adopted and foster children);
- relatives;

who permanently live with **you**.

### fixtures and fittings

- built-in furniture and kitchen units;
- built-in domestic appliances;
- fixed glass and sanitary ware;
- fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters;
- light fittings.

### heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### high risk items

- any collections of stamps, coins, medals, banknotes or other collectable articles;
- articles made of gold, silver, precious metals or precious stones;
- clocks;
- jewellery, watches or furs;
- sculptures, tapestries, rare and unusual figurines or any item valued for its rareness;
- pictures, paintings or other works of art;
- photographic equipment, binoculars, telescopes;
- portable musical instruments;
- guns;
- audio and audio visual equipment;
- computer equipment.

### home

The private dwelling and its garage(s) and permanent outbuildings (if shown on the title deeds) of **your** private dwellings, all at the address shown on **your schedule** and used for domestic purposes only.

### landslip

Downward movement of sloping ground.

### motorised vehicle

Any electrically or mechanically powered vehicle, other than:

- battery or pedestrian operated models or toys;
- domestic gardening equipment;
- golf carts, trolleys or buggies;
- vehicles which are designed to assist disabled persons and are not registered for road use.

### period of insurance

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

### personal money

- cash, cheques, postal or money orders, travellers cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, luncheon vouchers or stamps for TV licence, gas, electricity or other household bills;
- travel tickets, sports season tickets, phone cards or mobile telephone or multi media prepaid vouchers (but only for the cost of replacement for the period from the date of loss to the expiry date of the original ticket or voucher) if a duplicate cannot be obtained.

All the above held for social or domestic purposes only.

# Definitions

## Sections A-D continued

**personal money** does not include:

- Avios/air miles or promotional vouchers;
- store points;
- lottery tickets, scratchcards, raffle tickets;
- stamps which are part of a stamp collection;
- money held/used for business purposes.

### personal possessions

- luggage, clothing, jewellery or spectacles;
- sports equipment;
- musical instruments;
- photographic equipment;
- mobile phones;
- laptops, computer equipment designed to be portable, portable audio/visual equipment; or
- other items which are normally used, worn on or carried about the person.

All of which belong to **you** or **your family** or **you** or **your family** are legally responsible for.

**personal possessions** does not include:

- anything which is defined as not included under **contents**;
- camping equipment;
- deeds, electronically stored data, **personal money** or **credit cards**;
- household goods, domestic appliances, furnishings, furniture, china, glass or pottery;
- pedal cycles;
- tools.

### re-decoration

Internal painting and decorating, tiling, replacement of bathroom suites and/or kitchen **fixtures and fittings** including sinks, wash basins and showers. Internal joinery, plastering, installation/repair of central heating and external window replacement.

### schedule

The document which gives the details of the cover **you** have including any **endorsements**.

### settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

### subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

### unfurnished

Without enough furniture and furnishings for normal living purposes.

### United Kingdom

The **United Kingdom** of Great Britain and Northern Ireland.

### unoccupied

Not lived in by **you** or **your family** for more than 60 days in a row.

### vermin

Rats, mice, squirrels, pigeons and foxes.

### we, us or our

Covea Insurance plc.

### you or your

The person or people shown on **your schedule** as the insured.

# Your Buildings Cover



## Section A

**Your schedule** shows if this section applies to **your** policy.

Buildings means:	Buildings does not include:
<p>The <b>home</b> and its permanent <b>fixtures and fittings</b> and the following if they form part of the <b>home</b> and are owned by <b>you</b> or for which <b>you</b> are legally responsible:</p> <ul style="list-style-type: none"><li>• wooden, laminate or vinyl floor coverings;</li><li>• patios, terraces, paths, drives;</li><li>• walls, gates, hedges, fences, lampposts, railings;</li><li>• hard tennis courts, sunken swimming pools, ornamental ponds;</li><li>• fountains and statues permanently fixed into the ground;</li><li>• cesspits, septic tanks, central heating fuel tanks;</li><li>• sheds and greenhouses;</li><li>• permanently fixed hot tubs and jacuzzis;</li><li>• wind turbines and solar panels permanently fixed to the <b>home</b>;</li></ul> <p>all situated at the risk address shown on <b>your schedule</b>.</p>	<ul style="list-style-type: none"><li>• land;</li><li>• trees, shrubs and plants;</li><li>• aerials, satellite receiving equipment or masts;</li><li>• carpets whether fitted or not;</li><li>• treehouses;</li><li>• inflatable structures of any kind;</li><li>• any structure that does not have a permanent base, other than greenhouses and sheds;</li><li>• any structure which is made of canvas, polythene or any other non-rigid material.</li></ul>

# Your Buildings Cover



## Section A

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
Loss or damage to <b>buildings</b> caused by:	<ul style="list-style-type: none"> <li>The <b>excess</b> which is shown on <b>your schedule</b> under all paragraphs of <b>your buildings</b> cover – Section A except paragraph 17.</li> <li>Anything listed under General Exclusions on pages 38-39.</li> </ul>
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious Acts.	Loss or damage caused: <ul style="list-style-type: none"> <li>by <b>you, your family</b>, lodgers, guests, tenants or employees;</li> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
5. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> <li>to gates, hedges and fences;</li> <li>caused by rising ground water levels;</li> <li>caused by frost.</li> </ul> The first £1,000 of each claim for loss or damage caused by <b>subsidence, heave or landslip</b> of the site as a result of storm or flood.



### Protect **your home** from storm or flood by:

- Regularly checking the condition of all roofs including garages, sheds and flat roofs for signs of wear and tear;
- Keep gutters, gullies and drains clear to carry water away quickly;
- If **you** have been flooded don't enter **your** property until the mains electricity has been turned off.

# Your Buildings Cover



## Section A

Your **schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>6. Escape of Water or Domestic Heating Fuel</b></p> <ul style="list-style-type: none"> <li>(a) Water escaping from or freezing in any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;</li> <li>(b) Domestic heating fuel escaping from any fixed domestic heating installation.</li> </ul> <p>Following damage insured by (a) and (b) above <b>we</b> will pay the costs <b>you</b> incur in locating the source of the damage up to £10,000, which also includes the cost for subsequent repairs to floors, walls and ceilings.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>• by the escape of water from guttering, rainwater down pipes, roof valleys and gullies;</li> <li>• by <b>subsidence, heave</b> or <b>landslip</b>;</li> <li>• by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on;</li> <li>• by the inadequacy or absence of appropriate sealant or grout;</li> <li>• to the domestic water or heating installation and repairs to the pipes unless caused by freezing.</li> </ul> <p>The first £1,000 of each claim for loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> of the site as a result of leakage of water from pipes or drains.</p>
<p><b>7. Theft or attempted theft.</b></p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by <b>you, your family</b>, lodgers, guests, tenants or employees;</li> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
<p><b>8. Collision or impact with:</b></p> <ul style="list-style-type: none"> <li>(a) aircraft or other aerial devices or items dropped from them;</li> <li>(b) vehicles or animals;</li> <li>(c) falling trees or branches;</li> <li>(d) lampposts or telegraph poles.</li> </ul> <p><b>We</b> will also pay the cost of removing trees or branches if they have caused damage to the <b>home</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• to hedges, gates or fences unless the <b>home</b> is damaged at the same time and by the same cause;</li> <li>• by felling, lopping or topping of <b>your</b> trees.</li> </ul> <p>The cost of removing the part of the tree that is still below ground.</p>

### Avoid being a victim of crime



Here are some relatively simple steps **you** can take to make **your home** safer:

- Fit locks on all doors and windows;
- Have an alarm installed;
- When away on holiday, use time switches so the **home** looks occupied.

# Your Buildings Cover



## Section A

Your **schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>9.</b> Falling aerials (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the <b>home</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>to the device and its installation.</li> </ul>
<p><b>10.</b> Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>The first £1,000 of each claim. Damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li>coastal or river erosion;</li> <li>the movement of solid floor slabs unless the foundations beneath the external walls of the <b>home</b> are damaged at the same time and by the same cause;</li> <li>the bedding down of new structures, <b>settlement</b>, movement of made up ground, shrinkage or expansion;</li> <li>the action of chemicals or chemical reaction.</li> </ul> <p>Damage:</p> <ul style="list-style-type: none"> <li>to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the <b>home</b> is damaged at the same time and by the same cause;</li> <li>that is covered under a National House Building Council warranty or other similar guarantee or insurance policy.</li> </ul>
<p><b>11.</b> Frost Damage. Frost damage to interior fixed domestic water or heating installation in the <b>home</b>.</p>	<p>Damage caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>12.</b> Glass, Sanitary Ware and Ceramic Hobs. Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass, solar panels and sanitary ware all forming part of the <b>home</b>.</p>	<p>Breakage caused:</p> <ul style="list-style-type: none"> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b></li> <li>when any part of the <b>home</b> is occupied by lodgers, tenants or paying guests.</li> </ul>

# Your Buildings Cover



## Section A

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>13. Cables, Pipes and Tanks.</b>  <b>Accidental damage</b> for which <b>you</b> are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the <b>home</b>.</p> <p>If there is a blockage in an underground pipe connecting <b>your home</b> to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, <b>we</b> will also pay the cost of breaking into and repairing the pipe. The most <b>we</b> will pay is £1,000.</p>	<p>The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.</p>
<p><b>14. Professional Fees and Additional Costs.</b>            Following damage insured by <b>your buildings cover</b> – Section A and incurred as a direct result of the loss or damage to the <b>home</b> with <b>our</b> consent, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• the costs of complying with any government or local authority requirement;</li> <li>• fees to architects, surveyors and consulting engineers;</li> <li>• legal fees;</li> <li>• the cost of clearing the site and making it and the <b>home</b> safe.</li> </ul>	<p>Costs or fees for preparing and handling a claim under this section.</p> <p>Costs of complying with requirements that <b>you</b> were given notice of before the damage occurred.</p> <p>Costs for undamaged parts of the <b>buildings</b> except the foundations of the damaged parts.</p>
<p><b>15. Alternative Accommodation and Loss of Rent.</b>            If <b>your home</b> is uninhabitable due to damage insured by <b>your buildings cover</b> – Section A <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• the cost of alternative accommodation for <b>you, your family</b> and <b>your</b> pets;</li> <li>• rent which should have been paid to <b>you</b>;</li> <li>• ground rent which <b>you</b> have to pay.</li> </ul> <p>The most <b>we</b> will pay is £45,000.</p>	

# Your Buildings Cover



## Section A

Your **schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>16. Moving Home.</b>                      If <b>you</b> are selling the <b>home</b> and the buyer has not arranged their own insurance, the buyer will have the benefit of <b>your buildings</b> cover – Section A between exchange of contracts (or, in Scotland, the written offer and acceptance), and the completion date, providing the buyer completes the purchase. <b>You</b> and the buyer must keep to the terms and conditions of this policy.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>occurring more than 90 days prior to the completion date.</li> </ul>
<p><b>17. Property Owners' Liability</b>                      All amounts that <b>you</b> or <b>your family</b> become legally liable to pay in respect of accidental:</p> <p>(a) death, injury or illness to any person other than <b>your family</b> or any <b>domestic employee</b></p> <p>(b) loss of or damage to material property arising from:</p> <ul style="list-style-type: none"> <li><b>your</b> ownership of the <b>buildings</b> or land belonging to <b>your home</b></li> <li><b>your</b> previous ownership of any private property where such liability is incurred by reason of Section 3 of the Defective Premises Act 1972; this cover will continue for 7 years after cancellation of the <b>buildings</b> section, provided no other policy covers the liability.</li> </ul> <p>The most <b>we</b> will pay for any one claim or number of claims arising from one original cause is £2,000,000 inclusive of all costs and expenses.</p> <p><b>Please Note:</b> Accidents which happen in <b>buildings</b> or on land are, by law, usually the responsibility of the person living in the building, rather than the owner. This section does not cover <b>your</b> legal liability if <b>you</b> own and occupy the <b>home</b>. <b>You</b> will need to arrange <b>contents</b> insurance that provides occupiers liability cover to make sure <b>you</b> are fully protected.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>any contract or agreement that says <b>you</b> or <b>your family</b> are liable for something which <b>you</b> or they would not otherwise have been liable for;</li> <li>the occupation of the <b>buildings</b>;</li> <li>any business or professional use of the <b>buildings</b>.</li> </ul> <p>Liability for:</p> <p>death, injury or illness to</p> <ul style="list-style-type: none"> <li><b>you</b> or <b>your family</b>;</li> <li>a person employed by <b>you</b> or <b>your family</b>.</li> </ul> <p>Damage to property belonging to <b>you</b> or <b>your family</b> or for which <b>you</b> or <b>your family</b> are responsible.</p>

# Your Buildings Cover



## Section A

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>18. Emergency Access.</b></p> <p>Loss or damage to the <b>buildings</b> and gardens within the boundary of <b>your home</b> caused by a member of the emergency services breaking into the <b>home</b>:</p> <ul style="list-style-type: none"><li>• to rescue <b>you, your family</b>, lodgers, guests, tenants or employees;</li><li>• to prevent loss or damage to <b>your home</b>.</li></ul> <p>The most <b>we</b> will pay is £500.</p>	
<p><b>19. Loss of Keys.</b></p> <p>The cost of replacing and fitting the locks and keys of external doors and windows of <b>your home</b> if the keys are accidentally lost or stolen anywhere in the world.</p> <p>The most <b>we</b> will pay is £1,000.</p>	

# Your Buildings Cover Accidental Damage



## Section A

This cover is optional. **Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>20. Accidental Damage.</b></p> <p>This cover only applies if <b>you</b> have selected it and it is shown on <b>your schedule</b>.</p> <p><b>Accidental damage</b> to the <b>buildings</b>.</p>	<p>Any loss or damage which <b>we</b> have indicated that <b>we</b> will not pay for under paragraphs 1-5 and 7-14 of <b>your buildings</b> cover – Section A.</p> <p>Damage to:</p> <ul style="list-style-type: none"><li>• Hot tubs.</li><li>• Jacuzzis.</li></ul> <p>Damage occurring whilst:</p> <ul style="list-style-type: none"><li>• any part of the <b>home</b> is occupied by lodgers, tenants or paying guests;</li><li>• the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li></ul> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• structural movement, <b>settlement</b>, shrinkage;</li><li>• water coming into the <b>home</b> irrespective of how this may have occurred other than as stated under paragraphs 5 and 6 of <b>your buildings</b> cover – Section A.</li><li>• the inadequacy or absence of appropriate sealant or grout.</li></ul>

# How we settle your Claim



## Your Buildings Cover – Section A

To contact us about a buildings claim please call:



Property Careline  
0330 024 2255

The most **we** will pay for any one claim is the **buildings** limit shown on **your schedule** unless a more specific limit applies.

**We** will deduct the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

1. Immediately before the incident giving rise to the loss or damage:
  - the **buildings** were in a good state of repair and properly maintained;
  - the limit shown on **your schedule** was sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the professional fees and additional costs as set in **your buildings** cover – Section A paragraph 14.

If **you** do not comply with either of the above **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, or refuse to pay **your** claim and/or cancel the policy.

2. The reinstatement or repair is carried out without delay.

If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down

in value as a result of the damage or the estimated cost of repair, whichever is lower.

**We** treat each individual item of matching sets, suites, **fixtures and fittings** or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

If a wooden, laminate or vinyl floor covering is damaged beyond repair **we** will only pay for the damaged floor covering. **We** will not pay for undamaged floor coverings in adjoining rooms even if they are the same colour or design.

**We** will automatically reinstate the policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things that are not covered by **your** policy are stated:

- in the general exclusions that apply to sections A – D on pages 38-39.
- Under **we can't cover you** for on pages 11-18.

The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

Do not admit fault if **you** or **your family** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to Covéa Insurance, Norman Place, Reading, RG1 8DA.

# Your Contents Cover



## Section B

Your **schedule** shows if this section applies to **your** policy.

Contents means:	Contents does not include:
<ul style="list-style-type: none"><li>• aerials, satellite receiving equipment or masts fixed to or in the <b>home</b>;</li><li>• <b>business equipment</b> up to a total of £5,000;</li><li>• carpets whether fitted or not;</li><li>• <b>high risk items</b> up to the limits shown on <b>your schedule</b>;</li><li>• household goods, furnishings, furniture, domestic appliances and <b>personal possessions</b>;</li><li>• interior decorations where <b>you</b> are the tenant of the <b>home</b> or where <b>you</b> are the owner, but not responsible for insuring the <b>buildings</b>;</li><li>• pedal cycles up to £750 each;</li><li>• tenants <b>fixtures and fittings</b>;</li></ul> <p>which <b>you</b> or <b>your family</b> own or for which <b>you</b> or <b>your family</b> are legally responsible.</p>	<ul style="list-style-type: none"><li>• any <b>motorised vehicle</b>;</li><li>• any form of aircraft (including models and drones);</li><li>• hovercraft, boats, boards or any other craft or equipment designed for use in or on water;</li><li>• caravans;</li><li>• horse boxes;</li><li>• any form of trailer; or</li><li>• parts, spares or accessories for any item listed above under <b>contents</b> does not include;</li><li>• deeds (other than as provided by paragraph 20 of <b>your contents</b> cover – Section B), securities, documents,</li></ul> <p><b>personal money</b> or <b>credit cards</b> (other than as provided by paragraph 23 of <b>your contents</b> cover – Section B);</p> <ul style="list-style-type: none"><li>• wooden, laminate or vinyl floor coverings;</li><li>• landlords’ fixtures and fittings;</li><li>• any living creature;</li><li>• trees, shrubs or plants;</li><li>• mobile phone <b>airtime</b>.</li></ul>

# Your Contents Cover



## Section B

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p>Loss or damage to <b>contents</b> which <b>you</b> or <b>your family</b> own or which <b>you</b> or <b>your family</b> are legally responsible for whilst in the <b>home</b> caused by:</p>	<ul style="list-style-type: none"> <li>The <b>excess</b> which is shown on <b>your schedule</b> under all paragraphs of <b>your contents</b> cover – Section B except paragraphs 27 and 28.</li> <li>Anything listed under General Exclusions on pages 38-39.</li> </ul>
<p>1. Fire, explosion, lightning or earthquake.</p>	
<p>2. Smoke.</p>	
<p>3. Riot, civil commotion, strikes, labour or political disturbances.</p>	
<p>4. Malicious acts.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>by <b>you, your family</b>, lodgers, guests, tenants or employees;</li> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p>Any amount over £3,000 for loss or damage to the <b>contents</b> contained in garages or outbuildings at the <b>home</b>.</p>
<p>5. Storm or flood.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused by rising ground water levels;</li> <li>caused by frost.</li> </ul> <p>The first £1,000 of each claim for loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> of the site as a result of storm or flood.</p>

# Your Contents Cover



## Section B

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>6. Escape of Water and Domestic Heating Fuel</b></p> <ul style="list-style-type: none"> <li><b>(a)</b> Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.</li> <li><b>(b)</b> Domestic heating fuel escaping from any fixed domestic heating installation.</li> </ul> <p><b>We</b> will also pay for loss of metered water or of domestic heating fuel from the <b>home</b> following <b>accidental damage</b> to the fixed water or heating installation. The most <b>we</b> will pay is £2,000.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>• caused by the escape of water from guttering, rainwater down pipes, roof valleys and gullies;</li> <li>• caused by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on;</li> <li>• caused by the inadequacy or absence of appropriate sealant or grout.</li> </ul> <p>The first £1,000 of each claim for loss or damage caused by <b>subsidence, heave or landslip</b> of the site as a result of leakage of water from pipes or drains.</p>
<p><b>7. Theft or attempted theft.</b></p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by <b>you, your family</b>, lodgers, guests, tenants or employees;</li> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>• while any part of the <b>home</b> is lent, let, sub-let or shared unless following forcible or violent entry to or exit from the <b>home</b>.</li> </ul> <p>Any amount over £3,000 for loss or damage to the <b>contents</b> contained in garages or outbuildings at the <b>home</b>.</p>
<p><b>8. Collision or impact with:</b></p> <ul style="list-style-type: none"> <li><b>(a)</b> aircraft or other aerial devices or items dropped from them;</li> <li><b>(b)</b> vehicles or animals;</li> <li><b>(c)</b> falling trees or branches;</li> <li><b>(d)</b> lamp posts or telegraph poles.</li> </ul>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by felling, lopping or topping of <b>your</b> trees.</li> </ul>

# Your Contents Cover



## Section B

Your **schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>9.</b> Falling aerials (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the <b>home</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>to the device and its installation.</li> </ul>
<p><b>10.</b> Subsidence or ground heave of the site that the buildings stand on or landslip</p>	<p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li>coastal or river erosion;</li> <li>the movement of solid floor slabs unless the foundations beneath the external walls of the <b>home</b> are damaged at the same time and by the same cause;</li> <li>the bedding down of new structures, <b>settlement</b>, movement of made up ground, shrinkage or expansion;</li> <li>the action of chemicals or chemical reaction.</li> </ul>
<p><b>11.</b> Contents in the Open. Loss or damage to <b>contents</b> in the open within the boundary of the land belonging to the <b>home</b>. The most <b>we</b> will pay is £1,000.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>caused by storm or flood;</li> <li>to pedal cycles not secured to a fixed permanent structure;</li> <li>to <b>high risk items</b>;</li> <li>to <b>personal money</b>.</li> </ul>

### Contents in the Open

Cover applies to items that are outside the structure of the building but within the boundary of **your home**. For example, items in **your** garden.

# Your Contents Cover



## Section B

Your **schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>12. Glass, Mirrors and Ceramic Hobs.</b> Accidental breakage of mirrors, fixed glass in furniture or ceramic tops in free-standing cookers while in the <b>home</b>.</p>	<p>Breakage caused:</p> <ul style="list-style-type: none"> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>when any part of the <b>home</b> is occupied by lodgers, tenants or paying guests.</li> </ul>
<p><b>13. Audio, Visual and Computer Equipment.</b> <b>Accidental damage:</b></p> <ul style="list-style-type: none"> <li>to television, audio or video equipment, DVD players, digital boxes, games consoles, or to personal computers, and computer equipment while in the <b>home</b>;</li> <li>to receiving aerials and satellite receiving equipment fixed to the <b>home</b>.</li> </ul>	<p>Damage to:</p> <ul style="list-style-type: none"> <li>tapes, cassettes, cartridges, records or discs of any kind;</li> <li>camcorders, video cameras, digital cameras, hand-held electronic games or toys, mobile phones or telephone equipment, laptops or other computer equipment designed to be portable, satellite navigation systems, computer software, flash drives, memory sticks and any other portable audio/visual equipment.</li> </ul> <p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>by <b>computer viruses</b>;</li> <li>when any part of the <b>home</b> is occupied by lodgers, tenants or paying guests.</li> </ul> <p>The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.</p>
<p><b>14. Digital Information.</b> Loss or damage insured by <b>your contents</b> cover – Section B paragraphs 1 to 10 to legally downloaded audio/visual files. The most <b>we</b> will pay is £2,000.</p>	<ul style="list-style-type: none"> <li>any illegally downloaded files or files where proof of purchase cannot be proved;</li> <li>the cost of remaking any film, disc or tape or rewriting any of the information stored.</li> </ul>

# Your Contents Cover



## Section B

Your **schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>15. Household Removal.</b></p> <p>Accidental loss or <b>accidental damage</b> to the <b>contents</b> while they are being moved by professional furniture removers from the <b>home</b> to <b>your</b> new permanent <b>home</b> within the <b>United Kingdom</b>.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers.</li> <li>not reported within 7 days of delivery to a new <b>home</b>;</li> <li>to <b>contents</b> in storage or being moved to or from storage;</li> <li>to <b>high risk items</b> or <b>personal money</b>.</li> </ul>
<p><b>16. Contents Temporarily Removed.</b></p> <p>Loss or damage to <b>contents</b> within the <b>United Kingdom</b> while temporarily away from the <b>home</b> up to a maximum of 90 days caused by:</p> <ul style="list-style-type: none"> <li><b>your contents</b> cover – Section B paragraphs 1-6 and 8-10;</li> <li>theft or attempted theft from:                     <ul style="list-style-type: none"> <li>a deposit box in a bank;</li> <li>an occupied private house or flat;</li> <li>any other building where <b>you</b> or <b>your family</b> work or are temporarily living.</li> </ul> </li> </ul> <p>The most <b>we</b> will pay is £6,000 except for <b>contents</b> contained in garages or outbuildings when the most <b>we</b> will pay is £3,000.</p>	<p>Loss or damage to <b>contents</b> which is not in a building within the <b>United Kingdom</b> caused by fire, smoke, storm, flood, theft or malicious damage.</p> <p>Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the building.</p> <p>Any claims arising to <b>contents</b>:</p> <ul style="list-style-type: none"> <li>which have been removed for sale, exhibition or placed in a furniture depository;</li> <li>taken with <b>you</b> or <b>your family</b> while living and studying away from the <b>home</b>.</li> </ul>
<p><b>17. Students Cover.</b></p> <p>Loss or damage insured by <b>your contents</b> cover – Section B, paragraphs 1–10 to the <b>contents</b> belonging to <b>you</b> or <b>your family</b> while in full time education in the <b>United Kingdom</b> and living and studying away from the <b>home</b>.</p> <p>The most <b>we</b> will pay is £2,500.</p>	<p>Loss or damage caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building.</p> <p>Loss or damage caused whilst commuting to or from where living and studying away from the <b>home</b>.</p>

# Your Contents Cover



## Section B

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>18. Alternative Accommodation.</b></p> <p>The cost of alternative accommodation for <b>you, your family</b> and <b>your</b> pets if <b>your home</b> is uninhabitable due to damage insured by <b>your contents</b> cover – Section B during the time necessary for the <b>home</b> to be restored to a habitable condition.</p> <p>The most <b>we</b> will pay is £8,000.</p> <p>Following a claim under this section, when <b>your home</b> is uninhabitable, <b>your contents</b> will be covered at both <b>your home</b> and the address of the alternative accommodation. This cover is provided on the understanding that the total amount of <b>your contents</b> does not exceed the limit shown on <b>your schedule</b>.</p>	
<p><b>19. Loss of Keys.</b></p> <p>The cost of replacing and fitting the locks and keys of external doors and windows of the <b>home</b> if the keys are accidentally lost or stolen anywhere in the world.</p> <p>The most <b>we</b> will pay is £1,000.</p>	
<p><b>20. Title Deeds.</b></p> <p>The cost of preparing new title deeds to the <b>home</b> following loss or damage insured by <b>your contents</b> cover – Section B while in the <b>home</b> or kept with <b>your</b> solicitor, bank or mortgagee for safe keeping.</p> <p>The most <b>we</b> will pay is £1,000.</p>	

# Your Contents Cover



## Section B

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>21.</b> Religious festivals, weddings or civil partnerships, birthdays or anniversaries.</p> <p><b>We</b> will increase the <b>contents</b> limit under <b>your contents</b> cover – Section B by £5,000;</p> <ul style="list-style-type: none"> <li>• for one month before and after the religious festival for <b>you</b> or <b>your family</b> to cover gifts and extra food and drink at <b>your home</b>;</li> <li>• for one month before and after the wedding or civil partnership of <b>you</b> or <b>your family</b> to cover wedding gifts and extra food and drink at the <b>home</b>, at the reception or in transit between the <b>home</b> and the reception.</li> <li>• for one month after the birth of <b>your</b> child to cover gifts and extra food and drink at the <b>home</b>;</li> <li>• for one month before and after the date of <b>your</b> birthday or anniversary to cover gifts and extra food and drink at the <b>home</b>.</li> </ul>	
<p><b>22.</b> Freezer Contents.</p> <p>Loss or damage to food or drink in any freezer in the <b>home</b> caused by:</p> <ul style="list-style-type: none"> <li>• a change in temperature of the freezer;</li> <li>• contamination by the escape of refrigerant or refrigerant fumes.</li> </ul> <p>The most <b>we</b> will pay is £1,000.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by the deliberate act of the electricity supplier;</li> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>

# Your Contents Cover



## Section B

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>23. Personal Money and Credit Cards.</b></p> <p><b>(a)</b> Accidental loss or theft anywhere in the world of <b>personal money</b> belonging to <b>you</b> or <b>your family</b>. The most <b>we</b> will pay is £1,000.</p> <p><b>(b)</b> Financial loss following fraudulent use of <b>credit cards</b> belonging to <b>you</b> or <b>your family</b> anywhere in the world. The most <b>we</b> will pay is £500.</p>	<p><b>(a)</b> Losses caused by error or omissions. Losses or thefts not reported to the Police immediately after discovery. Loss or theft from the <b>home</b> while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Loss or theft from the <b>home</b>, unless following forcible or violent entry to or exit from the <b>home</b>. Loss or theft from an unattended road vehicle.</p> <p><b>(b)</b> Any loss not reported to the issuing company immediately after discovery. Liability following breach of the terms and conditions of use. Any loss as a result of the unauthorised use by <b>you</b> or <b>your family</b>, lodger, guest, tenant or employee.</p>
<p><b>24. Visitors Effects.</b></p> <p>The <b>contents</b> which are owned by visitors to the <b>home</b> or by <b>your</b> resident <b>domestic employees</b> are covered whilst in the <b>home</b> against loss or damage insured by <b>your contents</b> cover – Section B paragraphs 1-10. The most <b>we</b> will pay is £500.</p>	
<p><b>25. Plants in the garden</b></p> <p>Plants, lawns, bushes, shrubs and trees in the garden are covered against loss or damage insured by <b>your contents</b> cover – Section B paragraphs 1-5 and 7-10. The most <b>we</b> will pay is £500.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• collision by insects, birds or <b>your</b> pets;</li> <li>• frost damage;</li> <li>• flooding to lawns;</li> <li>• theft or malicious acts while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>

# Your Contents Cover



## Section B

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>26. Fatal Accident</b>  <b>We</b> will pay £5,000 if <b>you</b> or <b>your family</b> die within 30 days as a direct result of an injury caused by a fire or an assault by thieves in the <b>home</b>.</p>	<p>A claim arising from an injury to <b>you</b> or <b>your family</b> caused by a person insured by this policy.</p>
<p><b>27. Tenants Cover.</b>                      Loss or damage to:  <b>(a) Fixtures and fittings</b>, greenhouses and sheds installed by <b>you</b> at the <b>home</b> and for which <b>you</b> are responsible;  <b>(b) The structure, decorations, fixtures and fittings</b> of the <b>home</b> that <b>you</b> are responsible for as a tenant under a tenancy agreement;                      insured by <b>your contents</b> cover – Section B paragraphs 1-12 of this policy.                      The most <b>we</b> will pay is £5,000.</p>	

# Your Contents Cover



## Section B

**Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>28. Occupiers and Personal Liability.</b></p> <p><b>You or your family</b> and if requested by <b>you, your domestic employees</b> for all amounts that <b>you</b> or they become legally liable to pay in respect of accidental:</p> <ul style="list-style-type: none"> <li>(a) death, injury or illness to any person other than <b>your family</b> or any <b>domestic employee</b>;</li> <li>(b) loss of or <b>accidental damage</b> to material property.</li> </ul> <p>arising from:</p> <ul style="list-style-type: none"> <li>(1) <b>you</b> occupation, not ownership, of the <b>buildings</b> or land belonging to <b>your home</b>; or <b>you</b> acts or omissions in a personal capacity including anywhere in the world during a temporary visit.</li> </ul> <p>The most <b>we</b> will pay for any one claim or number of claims arising from one original cause is £2,000,000 inclusive of all costs and expenses</p> <ul style="list-style-type: none"> <li>(2) <b>you</b> as employer of any <b>domestic employee</b> in the <b>United Kingdom</b> and anywhere in the world during a temporary visit</li> </ul> <p>The most <b>we</b> will pay for any claim or number of claims arising from one original cause is £10,000,000 inclusive of all costs and expenses.</p>	<p>Liability arising from:</p> <ul style="list-style-type: none"> <li>• death, injury or illness to:             <ul style="list-style-type: none"> <li>– <b>you or your family</b>; or</li> <li>– a person other than a <b>domestic employee</b> employed by you or <b>your family</b>;</li> </ul> </li> <li>• damage to property (other than temporary holiday accommodation) that belongs to or is in the care or control of <b>you or your family</b>;</li> <li>• any contract or agreement that says that <b>you or your family</b> are liable for something which <b>you</b> or they would not otherwise have been liable for;</li> <li>• ownership of any land or building including the <b>home</b>;</li> <li>• an illness or disease <b>you or your family</b> pass onto someone else;</li> <li>• <b>you</b> current or former trade, business, profession or occupation whether or not such liability arises out of a job carried out for reward;</li> <li>• the ownership, custody, control or use of:             <ul style="list-style-type: none"> <li>– any <b>motorised vehicle</b>;</li> <li>– caravans, horse boxes or trailers;</li> <li>– any form of aircraft (including models and drones) or hovercraft;</li> <li>– watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft);</li> <li>– animals other than domestic pets and horses kept for private hacking;</li> <li>– dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amending legislation;</li> <li>– firearms, except legally-held sporting guns while being used for sporting purposes;</li> </ul> </li> <li>• fines, penalties or aggravated, punitive, or exemplary damages.</li> </ul>

# Your Contents Cover Accidental Damage



## Section B

This cover is optional. **Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p><b>29. Accidental Damage.</b></p> <p>This cover only applies if <b>you</b> have selected it and it is shown on <b>your schedule</b>.</p> <p><b>Accidental damage</b> to the <b>contents</b> while in the <b>home</b>.</p>	<p>Any loss or damage which <b>we</b> have indicated that <b>we</b> will not pay for under paragraphs 1-5 and 7-10 of <b>your contents</b> cover – Section B.</p> <p>Loss or damage occurring whilst:</p> <ul style="list-style-type: none"><li>• any part of the <b>home</b> is occupied by lodgers, tenants or paying guests;</li><li>• the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li></ul> <p>Any amount over £1,000 for damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used.</p> <p>Damage to:</p> <ul style="list-style-type: none"><li>• clothing;</li><li>• contact lenses;</li><li>• contents in the open.</li></ul> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• water coming into the <b>home</b> irrespective of how this may have occurred other than stated under paragraphs 5 and 6 of <b>your contents</b> cover – Section B.</li><li>• the inadequacy or absence of appropriate sealant or grout.</li></ul>

# How we settle your Claim



## Your Contents Cover - Section B

To contact us about a contents claim please call:



Property Careline  
0330 024 2255

**We** will deduct the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

**We** will decide whether to settle a claim by either repairing or replacing **your contents** or, if **we** cannot repair or replace the **Contents** **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through our network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

The values of some of **your High Risk Items**, in particular jewellery, are likely to change considerably. **We** recommend that you have the values of these items checked regularly and should the values change, **you** must tell **us** or **your** intermediary straight away.

- If at the time of the loss or damage the limit for **contents** shown on **your schedule** is not adequate to replace all the **contents** as new, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, refuse to pay **your** claim and/or cancel the policy.

- The most **we** will pay are the limits shown in **your schedule** or in the policy.
- The most **we** will pay for **high risk items** in total and for an individual item, set or collection are shown in **your schedule**.
- **We** will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.
- **We** treat each individual item of matching sets, suites, **high risk items** or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.
- If a carpet is damaged beyond repair **we** will only pay for the damaged carpet. **We** will not pay for undamaged carpets in adjoining rooms even if they are the same colour or design.
- The limit will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things that are not covered by **your** policy are stated:

- In the general exclusions that apply to sections A – D on pages 38-39.
- Under **we** can't cover **you** for on pages 20-31.

# How we settle your Claim



## Your Contents Cover - Section B

The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

Do not admit fault if **you** or **your family** are being held responsible for injury or damage. Send all documents unanswered and without delay to Covéa Insurance, Norman Place, Reading, RG1 8DA

# Your Personal Possessions Cover



## Section C

This cover is optional. **Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p>Theft or accidental loss of or <b>accidental damage</b> to:</p> <ol style="list-style-type: none"><li>1. Unspecified <b>personal possessions</b>;</li><li>2. Specified <b>personal possessions</b> listed in <b>your schedule</b>;</li></ol> <p>whilst within the <b>United Kingdom</b> or anywhere else in the world for up to 60 days in any one <b>period of insurance</b> which <b>you</b> or <b>your family</b> own or are legally responsible for.</p>	<p>The <b>excess</b> which is shown on <b>your schedule</b>. Anything listed under the general exclusions on pages 38-39.</p> <p>Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and doors, sunroofs or any convertible / retractable roofs are locked shut.</p> <p>Any amount over £1,000 in respect of loss of property from an unattended road vehicle.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"><li>• sports equipment whilst in the course of play or use;</li><li>• the strings or drum skins of musical instruments;</li><li>• navigational, audio or communication equipment unless designed to be portable with an independent power supply and means of use.</li></ul> <p>Loss or damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• scratching, denting or chipping;</li><li>• the cost of remaking any film, disc or tape or the value of any information contained on it;</li><li>• the cost of recovering any digital information.</li></ul> <p>Loss or damage:</p> <ul style="list-style-type: none"><li>• from the <b>home</b> caused by theft, attempted theft or malicious acts, while the <b>home</b> is left <b>unoccupied</b> or <b>unfurnished</b>;</li><li>• caused by theft not involving forcible or violent entry or exit from any temporary lodging or room of temporary accommodation for <b>you</b> or <b>your family</b>;</li><li>• to <b>personal possessions</b> taken with <b>you</b> or <b>your family</b> while living and studying away from the <b>home</b> including commuting to and from where living and studying away from the <b>home</b>.</li></ul>

### Personal Possessions Cover

This cover, if **you** have selected it, is great for covering personal items that are taken away from **your home**.

# Your Pedal Cycles Cover



## Section D

This cover is optional. **Your schedule** shows if this section applies to **your** policy.

What we can cover you for	What we can't cover you for
<p>Theft or accidental loss of or <b>accidental damage</b> to pedal cycles stated in <b>your schedule</b> while within the <b>United Kingdom</b> which <b>you</b> or <b>your family</b> own or are legally responsible for.</p>	<p>The <b>excess</b> which is shown on <b>your schedule</b>.                      Anything listed under general exclusions on pages 38-39.                      Theft of an unattended pedal cycle while outside the boundary of the <b>home</b>, unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure.                      Loss of value.                      More than the amount specified in the <b>schedule</b>.                      Loss or damage:</p> <ul style="list-style-type: none"> <li>• while the pedal cycle is being used for racing, rallies, pacemaking or trials;</li> <li>• to accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time;</li> <li>• to pedal cycles that are electrically assisted or that have been fitted with any motorised assistance;</li> <li>• to pedal cycles taken with <b>you</b> or <b>your family</b> while living and studying away from the <b>home</b> including commuting to and from where living and studying away from the <b>home</b>.</li> </ul>

### Pedal Cycles Cover

Prevent theft of **your** cycle by always ensuring it is locked securely to a permanent structure. Where available use secure cycle storage facilities.

# How we settle your Claim



## Your Personal Possessions – Section C and Your Pedal Cycles Cover – Section D

To contact us about a personal possessions or pedal cycle claim please call:



Property Careline  
0330 024 2255

**We** will decide whether to settle a claim by either repairing or replacing **personal possessions** or pedal cycles, or, if **we** cannot repair or replace the **personal possessions** or pedal cycles **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through our network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

**We** will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.

The values of some of **your personal possessions**, in particular jewellery, are likely to change considerably. **We** recommend that **you** have the values of these items checked regularly and should the values change, **you** must tell **us** or **your** intermediary straight away.

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

- for any one item, set or pair of unspecified **personal possessions** is £1,500 unless shown as otherwise on **your schedule**;
- for any **personal possession** or pedal cycle specified individually is the sum insured shown on **your schedule**;

- for loss of **personal possessions** from an unattended road vehicle is £1,000;
- is the total limit shown in **your schedule**.

If at the time of the loss or damage the individual item limit, specified sum insured, and/or the total sum insured of the **personal possessions** or pedal cycles shown on **your schedule**, is not adequate to replace the items as new **we** may:

- choose to reduce **your** claim in direct proportion to the amount of underinsurance,
- refuse to pay **your** claim and/or
- cancel the policy.

**We** treat each individual item of matching sets, suites or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

**We** will automatically reinstate the sum insured from the date of payment of any claim for any items not individually specified.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** intermediary.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things that are not covered by **your** policy are stated:

- In the general exclusions that apply to sections A – D on pages 38-39.

# How we settle your Claim



## Your Personal Possessions – Section C and Your Pedal Cycles Cover – Section D

- Under What **we** can't cover **you** for on pages 34-35.

The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

# General Exclusions

## Sections A-D

### What is an exclusion?

Exclusions list specific events, circumstances or situations where we do not provide cover for certain loss, damage or liability. Exclusions protect us, the insurance company, from unreasonable risk, and apply to all of the policy sections.

Exclusions are the events, liabilities or property **we** will not pay for under sections A to D of the policy.

Family Legal Protection Cover – Section E has its own exclusions which are detailed on page 52.

### 1. Radioactive Contamination

Any expense, loss, death, injury or illness, liability or damage to any property directly or indirectly caused by, contributed to or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

### 2. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

### 3. War Risks

Any loss, damage, death, injury or illness or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

### 4. Events Before the Policy Started

Any loss, damage, death, injury, illness or liability arising out of any accident or incident that happened before this policy started.

### 5. Deliberate Acts

Any loss, damage, death, injury or illness or liability caused deliberately, maliciously, wilfully, recklessly by **you, your family**, lodgers, guests, tenants or employees.

### 6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this policy.

### 7. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **home**.

### 8. Business Property and Legal Liability

Any loss or damage to property owned by, held in trust or used for any business, trade or profession (other than **business equipment**). Any legal liability arising directly or indirectly from any business, trade or profession.

### 9. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

### 10. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly or indirectly caused by a sudden and unforeseen and identifiable incident occurring during the **period of insurance**.

# General Exclusions

## Sections A-D continued

### 11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;
- (b) **computer viruses**.

### 12. Terrorism

Liability, loss, damage, cost or expense caused directly or indirectly by an act of terrorism. For the purpose of this exclusion an act of terrorism means preparing, threatening or actually using biological, chemical and/or nuclear force.

### 13. Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually.

### 14. Other General Exclusions

Any loss, damage or liability caused by or arising from:

- the **home** undergoing demolition, structural alteration or structural repair;
- lack of maintenance;
- restoration, dismantling, renovation, breakdown or repair;
- faulty design or workmanship or the use of faulty materials;
- any process of cleaning, drying, dyeing, heating or washing;
- insects, parasites, **vermin**, fungus or mildew;
- pets or domestic animals (except as covered by **your contents** cover – Section B paragraph 28 Occupiers and personal liability);
- atmospheric or climatic conditions or frost (except as covered by **your buildings** cover – Section A paragraph 11 frost damage).

# General Conditions

## Sections A-D

**You** must comply with these conditions in order for policy cover for sections A-D to operate

Family Legal Protection Cover – Section E has its own policy conditions which are detailed on pages 53-55.

### 1. Compliance with Policy Terms

**We** will only provide the cover described in the policy if all the terms and conditions of this policy so far as they apply have been met by **you, your family** or anyone claiming under this policy.

### 2. Taking Care

**You** and **your family** must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the **buildings** in a good condition and a good state of repair.

### 3. Changes in Your Circumstances

When **you** arranged **your** insurance **you** provided **us** with certain information that **we** requested and this information is confirmed in the statement of insurance supplied to **you** by **your** intermediary.

**You** must tell **us** or **your** intermediary straight away about any change in **your** circumstances.

The facts and changes in circumstances which **we** need to be told about are those which **we** consider important in assessing the degree of risk which **we** have taken on, the scope of the insurance cover **we** have provided to **you**, the terms upon which **we** are prepared to cover **you** and the premium which **we** charge **you**.

For example **we** need to know:

- (a) of a change of address;
- (b) if someone lives in the **home** other than **you** and **your family**;
- (c) if the **home** becomes **unoccupied** or **unfurnished**;
- (d) if the rebuilding costs of the **home** or the replacement values of the **contents, personal**

**possessions** or pedal cycles exceed the limits shown in the policy or **your schedule**;

- (e) if **you** or **your family** or anyone currently living with **you** are charged or are convicted of any offence other than driving offences;
- (f) if **you** or **your family** or anyone currently living with **you** have been declared bankrupt or are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or Individual Voluntary Arrangement (IVA);
- (g) if **you** change **your** occupation;
- (h) if the **home** is being used for business or professional purposes;
- (i) if the **home** is not in a good state of repair;
- (j) if the **home** is undergoing structural alteration, structural repair, restoration or renovation;
- (k) if any of the information provided and recorded in the proposal form or statement of insurance has changed.

If there are any changes in **your** circumstances which occur after this policy has begun, then **you** must tell **us** or **your** intermediary immediately.

Upon being told of a change in circumstances, **we** reserve the right to:

- (a) cancel **your** policy; or
- (b) charge **you** an additional premium or provide **you** with a return premium with effect from the date upon which **your** circumstances changed; and/or
- (c) apply an **endorsement** to the policy with effect from the date upon which **your** circumstances changed with further conditions or warranties which **you** must comply with.

If **you** fail to tell **us** of any change in **your** circumstances which occurs after the start date of the **period of insurance**, **we** would consider this to be a non disclosure/misrepresentation and the action **we** may take is detailed under general condition 8 Non Disclosure and Misrepresentation on page 42.

# General Conditions

## Sections A-D continued

### 4. Other Insurance

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

### 5. Fraud

If **you** or **your family**:

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of **your** willful act or if the loss or damage was caused with **your** agreement or knowledge;
- have committed fraud under any other insurance policy;
- makes an untrue statement, fails to provide **us** with information **we** have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

**We** will:

- cancel the policy from the date the fraudulent act was committed;
- not pay any claims which may or may not have been made on the policy;
- recover any money that has already been paid on a claim;
- not return any premium;
- inform the police, other financial services and anti-fraud databases.

### 6. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

### 7. Claims

When circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police immediately **you** become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you**;
- take all reasonable steps to recover any property which has been lost;
- send **us** at **our** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you**.

**You** must not:

- pay, offer or agree to pay any amount or admit responsibility without **our** permission;
- abandon any property to **us** unless **you** have **our** permission;
- carry out any permanent repairs or dispose of any damaged items until **we** have been given the opportunity to inspect the damage.

**We** will not pay any claims under this policy unless **you** have kept to the above conditions.

**We** may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against **you** or at **our** own expense, take legal action in **your** name to get back any payment **we** have made under this policy.

For further information please refer to How **we** settle **your** claim on pages 19, 32 and 36.

# General Conditions

## Sections A-D continued

### 8. Non Disclosure and Misrepresentation

Information which **you** gave **us** before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **your** intermediary immediately.

If **you** have provided **us** with inaccurate information, which might have affected **our** decision to provide insurance cover, the level of premium, or the terms of this policy, before **you** took out the policy, or before renewal then **we** may have the right to:

- apply terms to the policy by **endorsement**; and/or
- cancel the policy; and/or
- void the policy, which means **we** will treat the policy as if it had never existed; and/or
- repudiate any claims; and/or
- recover any payments from **you** made on previous claims; and/or
- retain the premium; and/or
- allow a pro-rata refund of the premium; and/or
- refund the premium in full.

### 9. Law Applicable to Contract

English law will apply to this contract unless **you** and **we** agree otherwise.

### 10. Unoccupancy

If **you** know that **your home** is not going to be lived in for more than 60 days in a row, **you** must advise **your** intermediary immediately, in order to provide **us** with the opportunity to review the risk.

When **your home** is not lived in for more than 60 days in a row **we** will regard **your home** as unoccupied. In these circumstances **we** will not provide full cover as stated under the policy sections applicable and the stated restrictions will apply. Regular visits to the property externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the property and the restrictions on the policy will apply. Following a claim where liability has been accepted by **us** under the policy, when **your home** is uninhabitable and remains **unoccupied** for more than 60 days, the unoccupancy restrictions stated in the policy will not apply.

### 11. Building work

If **you** are planning to have any structural work undertaken at **your home** for example an extension, demolishing any walls, renovation or any form of building work, **you** must tell **us** or **your** intermediary about any plans at least 7 days before the work commences. **We** will then assess the risk to decide whether **we** are prepared to continue cover and/or provide any terms to the policy **we** deem necessary. **We** will not pay any claim for loss or damage caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

**You** do not need to inform **us** or **your** intermediary if **you** are undertaking **redecoration**.

### 12. Joint Insured

If more than one insured is named on the **schedule**, either named insured may amend the policy, submit a claim or discuss an existing claim with **us**. If an insured named on the **schedule** is to be removed, **we** will only accept authority from the person being removed, or by a court order or written agreement from the insured's personal representative.

# More Information

## Sections A-D

### Registration and Regulatory Information

Insurance cover under Sections A to D is provided by Covea Insurance plc. Registered in England and Wales No. 613259.

Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register).

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet our obligations. Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. [www.fscs.org.uk](http://www.fscs.org.uk).

### Exchange of Information

In order to prevent or detect fraud **we** will share the information **you** provide with various fraud prevention agencies including law enforcement. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. **We** and other organisations, including those from other countries and the police, may access and use the information recorded for the purpose of making decisions, such as those involving insurance proposals and claims. **We** may also conduct credit reference checks in certain circumstances including confirming **your** identity and recovering debt. **You** can find out further details by visiting [www.coveainsurance.co.uk/privacy-notice/home-insurance-section/](http://www.coveainsurance.co.uk/privacy-notice/home-insurance-section/)

**You** should show this notice to anyone who has an interest in the property insured under the policy.

**You** must ensure that any information **you** supply relating to anyone else is accurate and that **you** have obtained their consent on **our** behalf to the use of their data for these purposes.

### Cancellation

#### **Your rights to cancel your policy**

**You** have the right to cancel **your** policy at any time; to do so **you** must instruct your intermediary. Any potential refund will be calculated as follows:

For cancellation instructions received within 14 days of policy purchase, renewal or **you** receiving **your** policy documents **we** will;

- provide a full refund if the **period of insurance** has not yet started.
- refund the premium for the exact number of days left in the current **period of insurance** if no claim has been made in the current **period of insurance**. If cancellation occurs in the first **period of insurance** **we** will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.
- not refund any part of the premium if a claim has been made in the current **period of insurance**.

For cancellation instructions received after the 14 day period described above has passed **we** will;

- refund the premium for the exact number of days left in the current **period of insurance** if no claims have been made in the current **period of insurance**. If cancellation occurs in the first **period of insurance** **we** will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.
- not refund any part of the premium if a claim has been made in the current **period of insurance**.

# More Information

## Sections A-D continued

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, **we** may deduct the full outstanding balance of this Loan from **your** claims settlement. If **we** do not exercise this right then outstanding monies may be owed when **your** policy is cancelled. All outstanding monies must be paid to Covéa Insurance as described in your Loan Agreement.

### Our rights to cancel **your** Policy

**We**, or **your** intermediary or other person acting for **us** have the right to cancel **your** policy, where there is a valid reason for doing so by sending 14 days written notice to **your** last known address. Valid reasons may include, but are not limited to:

- where **you** do not pay a premium when it is due to either **your** intermediary or direct to Covéa Insurance in line with a Loan Agreement;
- where **you** are required to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- where there is a failure by **you** to notify **us** of any changes in **your** circumstances as shown in the General Conditions Sections A-D page 40;
- where **you** commit or attempt to commit fraud as shown in the General Conditions Sections A-D page 41;
- use of threatening or abusive behaviour or language, or intimidation to **our** staff or suppliers.

If **we** cancel **your** policy for reasons other than fraud, we will refund the premium for the exact number of days left in the current **period of insurance**. In the first **period of insurance** we will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

If **we** cancel **your** policy on the grounds of fraud, cancellation will be from the date the fraudulent act was committed and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances. Please read the General Conditions Sections A-D page 41 for further details in regard to fraud.

### Index Linking

The specified **personal possessions** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index. **Your schedule** will confirm the revised sums insured at each renewal date.

### No Claims Discount

If **you** do not make a claim during the **period of insurance** we will increase **your** no claims discount at the next renewal date unless **you** have the benefit of the maximum no claims discount already.

If **you** make a claim under **your buildings** cover – Section A or **your contents** cover – Section B we will reduce **your** no claims discount under that section at the next renewal date.

If **you** make a claim under **your personal possessions** cover – Section C, or **your pedal cycles** cover – Section D we will reduce **your contents** cover – Section B no claims discount at the next renewal date.

No claims discount is not applicable to Section E and in the event of a claim under these sections the no claims discount under **your buildings** cover – Section A and **your contents** cover – Section B will not be affected.

# More Information

Sections A-D continued

## Security

Check **your schedule** and where **we** have applied the minimum standards of security **endorsement you** must ensure all window and door locks meet the standard and are operational as specified. If the security is not fitted and applied in line with the **endorsement** wording, cover for loss or damage caused by theft, attempted theft or malicious acts will not operate.

Where **you** have confirmed the minimum standards of security have been met and are not forming a condition of the terms of the policy in the event of a loss or damage caused by theft, attempted theft or malicious acts an **excess** will apply as stated in the **endorsement** wording.

# Family Legal Protection Cover



Section E – Your schedule shows if this section applies to your policy

## Family Legal Protection

Family Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

## Assistance Helpline Services

### Legal Helpline

**You** can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote “**Covéa Insurance**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

## Terms of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives’ fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers’ Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers’ Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

- (a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- (b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

## Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the ‘Conditions’ section below and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be more than a 50 % chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50 % chance of success then **We** may decline or discontinue support for **Your** case.

# Family Legal Protection Cover



Section E – Your schedule shows if this section applies to your policy

## Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

## Your Duty

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to answer all questions to the best of **Your** knowledge and belief. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

## Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## Definitions

Where the following words appear in bold they have these special meanings.

### Adviser

**Our** specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to

start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

### Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

### Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### Conditional Fee Agreement

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

### Costs

**Standard Advisers' Costs** and **Adverse Costs**.

### Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

# Family Legal Protection Cover



Section E – Your schedule shows if this section applies to your policy

## Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

## Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

## Excess

The amount that **You** must pay towards the cost of any claim as stated below:

**Property Infringement:** £250

**All other sections:** £NIL

The **Excess** shall be paid to and at the request of the **Adviser**.

## Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

## Employment

In employment disputes the **Insured Event** will be the receipt of an ET1 Employment Tribunal Claim Form.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

## Insurer

AmTrust Europe Limited.

## Legal Action(s)

The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance

## Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

## Maximum Amount Payable

The maximum payable in respect of an **Insured Event** is £50,000.

## Period of Insurance

One year from the inception or renewal date shown on **Your** insurance schedule.

## Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

## Territorial Limits

**Contract Disputes and Personal Injury:** The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus)

**All other sections:** The United Kingdom, the Channel Islands and the Isle of Man

## We/Us/Our

Arc Legal Assistance Limited.



## Section E – Your schedule shows if this section applies to your policy

### You/Your /Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members' resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

### Cover

#### Consumer Pursuit

##### What we can cover you for

**Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

##### What we can't cover you for

#### Claims

- (a) Where the amount in dispute is below £100 plus VAT
- (b) Where the breach of contract occurred before **You** purchased this insurance
- (c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- (d) Arising from a dispute with any government, public or local authority
- (e) Arising from the purchase or sale of **Your** main home
- (f) Relating to a lease tenancy or licence to use property or land
- (g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- (h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**

# Family Legal Protection Cover



Section E – Your schedule shows if this section applies to your policy

- (i) Directly or indirectly arising from planning law
- (j) Directly or indirectly arising from constructing buildings or altering their structure for **You** use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT

## Consumer Defence

### What we can cover you for

**Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

### What we can't cover you for

#### Claims

- (a) Where the amount in dispute is below £100 plus VAT
- (b) Where the breach of contract occurred before **You** purchased this insurance
- (c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- (d) Arising from a dispute with any government, public or local authority
- (e) Arising from the sale or purchase of **Your** main home
- (f) Relating to a lease tenancy or licence to use property or land

## Personal Injury

### What we can cover you for

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death

against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What we can't cover you for

#### Claims

- (a) Arising from medical or clinical treatment, advice, assistance or care
- (b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- (c) For illness, personal injury or death caused gradually and not caused by a specific sudden event

## Clinical Negligence

### What we can cover you for

**Costs** to pursue a **Legal Action** for damages following clinical negligence resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail

# Family Legal Protection Cover



## Section E – Your schedule shows if this section applies to your policy

to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What we can't cover you for

Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury

## Employment Disputes

### What we can cover you for

**Standard Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an **Employee of Your:-**

- (a) **Contract of Employment;** or
- (b) legal rights under employment laws.

### What we can't cover you for

#### Claims

- (a) For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- (b) For **Standard Advisers' Costs** of any disciplinary, investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- (c) Where the breach is alleged to have commenced or to have continued after termination of **Your** employment

- (d) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- (e) For any hearing fees and issue fees which **You** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

## Property Infringement

### What is insured:

**Advisers' Costs** to pursue or defend a **Legal Action** following the infringement of **Your** legal rights in relation to **Your** main home, or the alleged infringement by **You** of the legal rights of another person in relation to **Your** ownership or occupation of **Your** main home.

### What we can't cover you for

#### Claims

- (a) Where the amount in dispute is below £100 plus VAT
- (b) Arising from divorce or matrimonial matters

## Property Damage

### What we can cover you for

**Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

### What we can't cover you for

#### Claims

- (a) Where the amount in dispute is below £100 plus VAT

# Family Legal Protection Cover



Section E – Your schedule shows if this section applies to your policy

- (b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- (c) In respect of a contract **You** have entered into
- (d) Directly or indirectly arising from planning law
- (e) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- (f) Directly or indirectly arising from:
  - (i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - (ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - (iii) Land slip meaning downward movement of sloping ground
  - (iv) Mining or quarrying

## School Admission Disputes

### What we can cover you for

**Standard Advisers' Costs** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.

### What we can't cover you for

#### Claims

- (a) Arising where examinations or other selection criteria are part of the acceptance process
- (b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to

- (c) Where the child has been suspended, expelled or permanently excluded from another school

## Tenancy Dispute

### What we can cover you for

#### Costs to pursue a Legal Action:

- (a) Following **Your** unlawful eviction from a property occupied by **You** under an Assured Shorthold Tenancy. Cover under this section applies to **Your** permanent place of residence only
- (b) Against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in, or if not rectified is likely to result in the property being unfit for habitation

**We** will provide this cover as long as the eviction happens within the **Period of Insurance** and within the **Territorial Limits**.

### What we can't cover you for

#### Claims

- (a) To do with the non-payment of rent
- (b) To defend any legal proceedings against **You**
- (c) For a dispute with any local authority, public authority or government department

## Social Media Defamation

### What we can cover you for

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known,

# Family Legal Protection Cover



## Section E – Your schedule shows if this section applies to your policy

**You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

### What we can't cover you for

Claims where **You** are not aged 18 years or over.

## General Exclusions

### 1. There is no cover where:

- (a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- (b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- (c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- (d) **Your** insurers repudiate the insurance policy or refuse indemnity

### 2. There is no cover for:

- (a) Claims over loss or damage where that loss or damage is insured under any other insurance
- (b) Claims made by or against Your insurance adviser, the Insurer, the **Adviser** or **Us**
- (c) Any claim **You** make which is false or fraudulent or exaggerated
- (d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly

(e) **Costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims

### 3. There is no cover for any claim directly or indirectly arising from:

- (a) A dispute between **You** and someone **You** live with or have lived with
- (b) Your business trade or profession other than as an **Employee**
- (c) An application for a judicial review
- (d) Defending or pursuing new areas of law or test cases

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## General Conditions

### 1. Claims

- (a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- (b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.

# Family Legal Protection Cover



## Section E – Your schedule shows if this section applies to your policy

- (i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
  - (c) The **Adviser** will:
    - (i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
    - (ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
    - (iii) Keep **Us** advised of **Advisers' Costs** incurred.
    - (iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
    - (v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
    - (vi) Attempt recovery of costs from third parties.
  - (d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
  - (e) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
  - (f) **You** shall supply all information requested by the **Adviser** and **Us**.
  - (g) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
  - (h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.
- ## 2. Prospects of Success
- At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50 % chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:
- (a) Being able to recover the amount of money at stake
  - (b) Being able to enforce a judgement
  - (c) Being able to achieve an outcome which best serves **Your** interests



## Section E – Your schedule shows if this section applies to your policy

### 3. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

### 4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- (a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- (b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- (c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- (d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

### 5. Fraud

In the event of fraud, **We**:

- (a) Will not be liable to pay the fraudulent claim
- (b) May recover any sums paid to **You** in respect of the fraudulent claim
- (c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**

- (d) Will no longer be liable to **You** in any regard after the fraudulent act.

### 6. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

### 7. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be

# Family Legal Protection Cover



## Section E – Your schedule shows if this section applies to your policy

asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

### 9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## More Information

### Making a Claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Privacy and Data Protection Notice

#### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

#### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.



## Section E – Your schedule shows if this section applies to your policy

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

### Is Something Wrong?

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

### Our contact details are:

Arc Legal Assistance Limited  
 PO Box 8921  
 Colchester  
 CO4 5YD  
 Tel: 01206 615000  
 Email: customerservice@arclegal.co.uk

### The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
 Exchange Tower  
 London  
 E14 9SR  
 Tel: 08000 234 567  
 Email: complaint.info@financial-ombudsman.org.uk

# Family Legal Protection Cover



Section E – Your schedule shows if this section applies to your policy

## Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

## Authorisation

Arc Legal Assistance Limited's Registered Office is The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Registered in England and Wales No. 4672894.

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal Assistance Limited's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).









## Your Home Insurance Profile Product



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[www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)



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