

Home insurance

All you need to know



Home insurance plus
Your policy inside
Please keep somewhere safe



direct line

Welcome

to Direct Line home insurance plus

Thank you for choosing Direct Line home insurance which is underwritten by U K Insurance Limited. We insure over 1 million homes in the UK so you can be sure you're in safe hands.

Please read this booklet thoroughly. It's packed with useful information about your cover, details of what to do if you need to make a claim, advice about emergency situations and essential phone numbers.

Contents

Customer information	1
Your buildings cover	
Your contents cover	
Home and away, extra cover wherever you need it	
Valuable legal support 24 hours a day	
Here for your home emergencies – day and night	
How our claims service works	
How to claim	
Stormy weather – helping you deal with storm damage and flooding	
Bright ideas for a safer home	
Tighten up on security and enjoy a discount on your contents cover	
Your policy	9
Policy definitions	10
Conditions which apply to the whole policy	12
Section 1 – Buildings insurance	14
Section 2 – Contents insurance	19
Section 3 – Personal possessions	26
Section 4 – Family Legal Protection	29
Section 5 – Claim Free Period	34
Section 6 – Home Emergency	34
Section 7 – Travel	40
Exclusions that apply to sections 1 to 4, 6 and 7 of the policy	51
Claims conditions	52
Your information	53
Important information	55
The Credit Agreement	57
Moving house, home improvements?	
Please keep us up to date	58
Useful numbers	back cover

Customer information

Your buildings cover

Your buildings insurance covers the cost of rebuilding your home – the materials and labour needed – not its market value.

Direct Line Home Insurance Plus is accepted by most major mortgage lenders. It covers the home and driveways, patios and conservatories. It also covers permanent fixtures such as kitchen units and bathroom fittings.

Help with any fee for switching your policy to us

Making a smart move shouldn't cost you money. That's why **we'll refund you up to £25** if your mortgage lender or provider has charged you to switch your home insurance to us. Simply send us the receipt and we'll refund the fee.



Moving? Take your buildings insurance with you

You can move house without moving your buildings insurance.

Simply call us to let us know and we'll give you a quote on your new property.

Feel secure against accidents in the home

Accidental damage cover is automatically included in your policy and could cover you for expensive disasters like putting your foot through the ceiling.

Making a change to your policy? Moving?

Call: 0845 303 5680

or go online at directline.com

Your contents cover

When you add up the value of everything you own, it can be more than you think. Contents insurance covers everything in your home, from furniture and carpets to valuables and items of sentimental value.

How much cover do you need?

Your contents insurance should cover the cost of replacing all your household goods and personal possessions as new. As it can be difficult to assess this cost, our contents insurance automatically offers cover for up to £50,000 but if you need more then let us know.

'New for old' cover

This means that if your personal possessions or home contents were damaged or stolen, we'd replace them. Our network of suppliers will work quickly to get you replacements and, wherever possible, deliver items direct to your door.

Insure valuable items

If you've got valuable items worth more than £3,000 each – for example, jewellery or works of art – let us know as these need to be specified separately on your policy.

Special occasions cover

At Christmas or if you are having a family wedding, when you've got a houseful of presents, we'll automatically increase your contents insurance around that time by 20% of the sum insured for contents to make sure the gifts are insured.

Your possessions are covered, even outside the home

Even when you temporarily take items outside your home, they are still covered by your contents cover. For example, if your kids move to university, any belongings they temporarily take from home when they move – things like their computer and hi-fi – will be covered.

Doing a spot of DIY?

Cover for accidental breakage of items like ornaments or other accidents like spilling paint on the carpet is automatically included in your policy.



Home and away, extra cover wherever you need it

If you're always out and about, either in the UK or abroad, our personal possessions cover (automatically included) will cover items such as your money, mobile phone and credit cards.

Personal possessions outside the home

When you're out enjoying yourself, this cover covers the items you take with you (like jewellery, sports equipment and money), even covering you if your bag is stolen or you lose your camera on holiday.

Bicycle cover

Bikes are covered by your contents insurance when they're parked at home, and against accidental loss or damage anywhere in the world for up to £1,000 per cycle under the Personal Possessions cover.

To add these optional extras to your cover

Call: 0845 246 8585

or go online at directline.com

Travel insurance

Rest easy on holiday with cover for emergency overseas medical expenses abroad up to £5 million per person (up to 42 days for each holiday and up to 120 days a year). You must be aged 64 or under at the start of your journey.

NOTE: All pre-existing medical conditions and symptoms are not covered under the travel element of this policy. If you have any questions, please call us on **0845 303 5680**.



Valuable legal support 24 hours a day

If you've bought faulty goods, had cowboy builders in or have a boundary dispute with a neighbour, these are just a few situations where you might need legal advice. Our Family Legal Protection policy could save you a lot of money on expensive solicitor's fees as well as avoiding the hassle of going to appointments with them.

24-hour advice line

Family Legal Protection gives you round-the-clock access to friendly, legally qualified staff who can give you confidential advice on any private legal problem, whether or not it results in a claim. Every member of your household can use the helpline as often as they need it – 365 days a year.

Cover for legal costs of up to £100,000

As a Family Legal Protection policyholder, we'll pay up to £100,000 for your legal fees and costs relating to a claim covered by our policy.



24-hour Legal Helpline

Call: 0845 601 2945

or go online at [directline.com](https://www.directline.com)

Here for your home emergencies – day or night

If the worst happens – a burst pipe, fallen tree, lost keys – you can get immediate help by calling our 24-hour Emergency Helpline.

- We will get in touch to give you immediate advice and tell you when your qualified tradesman should arrive.
- Agreed rates will cover you from being charged too much when you're billed for the work.
- If the damage is covered by your home insurance policy, you will be able to recover the cost, less your excess.
- Please note, if there is a lot of damage, the tradesman will only be able to carry out emergency repairs to prevent further damage.
- Make sure you report any major damage to public services – water, gas or electricity – to the water, gas or electricity company first.
- Please note that this helpline is not available for properties located on the Isle of Man, the Channel Islands, the Scilly Isles or the Scottish Islands.
- If your call relates to a claim under Section 6 – Home Emergency, please call **0845 303 5681**.



24-hour Emergency Helpline

Call: 0845 601 3004

or go online at directline.com

How our claims service works

When things go wrong, we're ready and waiting to put things right as quickly and efficiently as possible. We'll take as many details as we can over the phone, so it helps if you have the following to hand:

- Crime reference number (if relevant)
- Policy number
- Estimate of the cost of damage or loss.

Worried about covering the costs of home emergencies?

Our 24-hour home emergency cover can help.

This cover is automatically included with your home insurance.

(Not available in Scilly Isles or Scottish Islands)

Call **0845 601 3004** for more information.

How to claim

To make a home claim, phone us to see if your claim is covered by the policy. If it is we'll register it straightaway.

- If your claim is for a **small amount**, we may be able to settle it straightaway.
- For some **large claims**, that cover a lot of damage or a big loss, we'll ask one of our property insurance advisers or a loss adjuster to come out to your home.
- We have a number of **approved suppliers and specialists** who will carry out repairs and replace damaged items.

You can get full details of how we settle claims in the policy section of this booklet.

To make a travel claim

Contact the Assistance service as soon as possible (before you go to a doctor or hospital for emergency treatment, if possible).

The Assistance service will help you get the care or assistance you need by directing or transferring you to a medical service provider in the local medical network, contacting your family in the UK or arranging emergency transport home, where appropriate.

NOTE: If you are thinking of cutting short your holiday due to a medical problem, you must notify the Assistance service first.

For all other travel claims, ring us when you get home to see if your claim is covered by the policy.

For emergency numbers see back cover.

NOTE: All pre-existing medical conditions and symptoms are not covered under the travel element of this policy. If you have any questions, please call us on **0845 303 5680**.

Stormy weather – helping you deal with storm damage and flooding

Your Direct Line Home Insurance policy covers your home against storm or flood damage. Knowing what to do if your home is hit can help you get things back to normal more quickly.

Your buildings insurance covers your home, outbuildings, garages and sheds against structural damage during a storm or flood. Your contents insurance covers storm and flood damage to household items such as furniture, carpets, curtains and electrical equipment.

What if your home cannot be lived in?

If your home is so badly damaged that you need another place to stay until repairs have been made, your alternative accommodation costs will be covered under the buildings and contents sections of your policy.

(Full details of this cover are given on pages 14 and 20.)

If your home is damaged by a flood or storm

- Minimise your contact with flood water as it will contain chemical and biological contaminants.
- Don't use the electricity or gas supplies, after a flood, until they have been professionally checked. (Your policy covers this cost.)
- Don't delay in contacting us, as we'll get moving on your claim straightaway.
- Don't throw away damaged contents. Store them in a dry place as they could help support your claim. We'll be able to tell you what items you need to keep.



Floodline
0845 988 1188
ENVIRONMENT AGENCY

www.environment-agency.gov.uk

If your home is in an area at risk of flooding, or you would like information on what to do in the event of a flood, call the Environment Agency.

Your policy

This policy is evidence of the contract between us, U K Insurance Limited, and you, our policyholder.

We will provide insurance for those sections shown in the schedule during any period of insurance and under the conditions set out in this policy.

Read the policy, the schedule and any endorsement as one document. Any word or expression which has a particular meaning will have the same meaning wherever it may appear.

This contract is based on the information you have given us, and included in the proposal confirmation and declaration forms. You must tell us as soon as possible about any change in this information, if this happens before or during the period of insurance, otherwise you may not be covered. Under European law, you and we may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

U K Insurance Limited is authorised and regulated by the Financial Services Authority.

Policy contents

Your policy	9
Policy definitions	10
Conditions which apply to the whole policy	12
Section 1 – Buildings insurance	14
Section 2 – Contents insurance	19
Section 3 – Personal possessions	26
Section 4 – Family Legal Protection	29
Section 5 – Claim Free Period	34
Section 6 – Home Emergency	34
Section 7 – Travel	40
Exclusions that apply to sections 1 to 4, 6 and 7 of the policy	51
Claims conditions	52
Your information	53
Important information	55
The Credit Agreement	57
Moving house, home improvements?	
Please keep us up to date	58
Useful numbers	back cover

Policy definitions

Certain words in this policy and the schedule have particular meanings wherever they appear. These meanings apply to the whole policy unless we say otherwise. These words will be **highlighted** in the policy and their meanings are given below.

British Isles: Great Britain, Isle of Man, Channel Islands, Northern Ireland and the Republic of Ireland.

Buildings: your home and its swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates, fences and landlord's fixtures and fittings within the boundaries of **your home**.

We, us, our, the company: U K Insurance Limited.

Contents: household goods, **personal possessions**, satellite dishes, aerials and other articles that belong to **you**, or are the responsibility of **you**, any members of **your family** who live with **you**, domestic staff who live in or visitors.

But not

- motorised vehicles**, caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) and their accessories (while attached)
- any living creature
- landlord's fixtures and fittings
- securities (financial certificates such as shares and bonds), certificates and documents, except those defined as money opposite
- property held or used for any profession, business or employment (other than **Business Equipment**).

Business equipment: Computers, keyboards, visual display units and printers, word-processing equipment, desk-top publishing units, small business's computers, fax machines, photocopiers, typewriters, computer-aided design equipment and telephone equipment used for business purposes at **your home** worth up to £10,000 in total.

Credit Cards: credit cards, cheque cards, banker's cards and cash cards issued to **you** or any members of **your family** who live with **you**.

Endorsement: an agreed change in the terms of the policy.

Excess: the amount **you** must pay towards any claim.

Home: the private home at the address shown in the schedule, together with its garages and domestic outbuildings.

Money: cash, bank notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, Premium Bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards and gift tokens belonging to **you** or any member of **your family** and used or held for private purposes.

Motorised vehicles: Any vehicle or toy propelled by a motor of any kind, except for the following whilst being used for their intended purpose and by a person for which they were designed: domestic gardening equipment, motorised wheelchairs and mobility scooters, electrically powered children's ride on toys, electrically assisted pedal cycles and pedestrian controlled vehicles.

Period of Insurance: the period shown in the schedule which the policy covers **you** for (as long as **you** pay the premium on time).

Personal belongings: clothing and other items designed to be either worn or normally carried and belonging to **you** or **your family**.

But not

- a) sports equipment
- b) **valuables** or money
- c) contact or corneal lenses
- d) household goods or domestic appliances or
- e) items held or used for any profession, business or employment.

Personal Possessions: **valuables**, **personal belongings** and **sports equipment**.

Sports equipment: articles used for sports activities, including sports clothing specifically designed to be used for any sports activity, and belonging to **you** or any member of **your family**.

But not

- b) any vehicle, watercraft (including windsurfers and surfboards), aircraft (including hang-gliders, powered or otherwise) or their accessories; or
- c) items held or used for any profession, business or employment.

Uninsurable risks (risks we do not insure):

- a) wear, tear and reduction in value
- b) damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin;
- c) mechanical or electrical faults or breakdowns (not applicable to Home Emergency cover);
- d) damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item or items; or
- e) any other damage caused gradually.

Policy definitions continued

Underwriter, underwritten: the company providing the insurance cover under this policy.

Unoccupied: not lived in by **you**, any member of **your family** or any other person with **your** permission.

Valuables: jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps, coins or medals all belonging to **you** or any member of **your family**.

But not

- a) property held or used for any profession, business or employment.

You, your: the person or people named as the policy holder in the schedule.

Your family: **your** husband, wife, civil partner, children, parents and other relatives normally living with **you**.

General conditions

1. Policy terms and conditions

You and any other person entitled to benefit under this policy must keep to its terms, conditions and **endorsements**.

2. Preventing loss

You must take all reasonable steps to:

- a) prevent any loss, damage or accident; and
- b) maintain the insured property in good condition and repair.

3. Administration Fees

- a) **We** may cancel the policy by sending **you** seven days' notice in writing to **your** last known address. **We** will refund any premium paid for the remainder of the **period of insurance**, providing that **you** have not made any claim during the current period of insurance.
- b) **You** may cancel the policy by contacting us on **0845 246 8585** or sending us notice in writing. **We** will refund any premium paid for the remaining **period of insurance** less an administration fee as shown in **your** Schedule, providing that **you** have not made any claim during the current **period of insurance**.
- c) If **you** make any change to the policy during the **period of insurance you** may have to pay an administration fee as shown in **your** Schedule.

4. Payment of premium

- a) If **you** do not pay a premium on time, **we** will assume that **you** intend to cancel the policy and cover under this policy will end from the date the payment was due. If **we** decide to remind **you** to make a payment that **you** have missed, **we** will still keep our right to cancel the policy.

- b) If **you** are paying **your** premium by instalments, and **we** pay a claim under **your** policy, **you** must pay the premium outstanding up to the end of **your** policy period. If **you** don't, **we** can take the amount **you** owe us from any claim **we** pay.

5. Automatic Renewal

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically. This saves **you** the worry of remembering to call us before the policy ends. If **we** offer to do this for **you**, **we** will write to **you** before the policy ends with full details of **your** next year's premium and policy conditions. If **you** do not want to renew the policy, all **you** need to do is call our customer priority line on **0845 303 5680** to let us know.

6. Fraud

If any claim or part of a claim is fraudulent or false, the policy will be cancelled and all cover under it will be withdrawn either immediately or from an earlier date.

7. Changes that may affect your cover

You must tell us as soon as possible if there are any changes that may affect the level and/or cover of **your** insurance, such as the following:

- If **you** change the address where **you** normally live.
- If any work is being done to **your home** (other than routine maintenance or decoration).
- If **you** or any adult living with **you** has any criminal convictions or pending prosecutions.
- If **you** let **your home** out to tenants or a lodger moves in.
- If **your home** is used for business purposes or as a holiday home.
- If **you** book a trip for more than 42 days.
- If **you** are diagnosed with a medical condition.

We may then reassess **your** cover and/or premium. If **you** do not tell us about any relevant changes **we** may:

- charge **you** the wrong premium
- reject or reduce **your** claim; or
- declare **your** policy invalid

Note: the list above does not set out all changes **you** must tell us about. If **you** are not sure whether a change may affect **your** cover, contact us anyway.

8. Number of bedrooms

You must tell us if the number of bedrooms in **your home** changes from what is shown in the Proposal Confirmation document.

Section I Buildings insurance

A Loss or damage

We will pay for loss of or damage to the buildings caused by the following:

1. Fire, lightning, explosion or earthquake
2. Smoke

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

3. Riot, civil commotion, labour disputes or political disturbance
4. Collision involving an aircraft or other flying object (including articles dropped from them), or vehicles or animals

But not loss or damage caused by insects, birds or pests or loss of, or damage to, hedges, gates or fences.

5. Falling trees or branches

But not damage to hedges, gates or fences.

6. Falling television and radio aerials (including satellite dishes), their fittings and masts

But not Damage to the aerials, fittings, satellite dishes and masts.

7. Storm or flood

But not

- a) loss of or damage to hedges, gates or fences; or
- b) loss or damage caused by frost.

8. Theft or attempted theft

But not

- a) loss or damage by any paying guest or tenant; or
- b) after **your home** has been **unoccupied** for more than 60 days in a row.

9. Vandalism or malicious acts

But not

- a) loss or damage by any paying guest or tenant; or
- b) after **your home** has been **unoccupied** for more than 60 days in a row.

10. Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance

But not

- a) after **your home** has been **unoccupied** for more than 60 days in a row; or
- b) loss or damage caused by subsidence, heave or landslip that results from the escaping water.

II. Subsidence or heave of the site on which the home stands, or landslip

But not the following

- a) Loss or damage caused by:
 - i) the sea or river wearing away the land;
 - ii) the **buildings** being demolished, altered or having structural repairs carried out; or
 - iii) faulty design of, faulty workmanship on or faulty materials used in the **buildings**.
- b) Loss of or damage to solid floor slabs resulting from them moving, unless the foundations beneath the outside walls of **your home** are damaged at the same time and by the same cause.
- c) Loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central-heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless **your home**, an outbuilding or garage is damaged at the same time by the same cause.
- d) The amount of the 'subsidence' **excess** shown in the schedule, which applies to any claim for subsidence, heave or landslip.

B Extra cover

1. Plumbing Installation

We will pay for damage to any part of the plumbing installation in **your home** caused by freezing or bursting.

But not

- a) plumbing that is outside or in an outbuilding
- b) loss or damage due to rust, corrosion or wear and tear; or
- c) loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

2. Service Pipes and Cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which **you** are legally responsible for and which provide services to or from **your home**.

3. Glass and sanitaryware

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary fittings in **your home**.

But not

- a) breakages caused by any paying guest or tenant; or
- b) after **your home** has been **unoccupied** for more than 60 days in a row.

4. Locks on outside doors

We will pay the reasonable cost of replacing and fitting locks to the outside doors of **your home** if the keys to **your home** have been lost or stolen.

Section I Buildings insurance continued

5. Fees and clearance costs

We will pay

- Chartered architects', surveyors', suitably qualified consultants' and legal fees, which we consider are necessary to rebuild **your home**, but not fees for preparing any claim under the policy; and
- the costs of clearing the site and making it and the **buildings** safe, if we agree that the fees and costs are necessary to repair or rebuild the **buildings** after damage covered under section I.

6. Local authority requirements

We will pay for the extra cost of rebuilding or repairing the damaged part of the **buildings** only if this is necessary to keep to any government or local-authority requirement after damage covered under section I.

But not

if you had been told about the requirement before the damage happened.

7. Alternative accommodation and rent

If **your home** is not fit to be lived in after damage covered under section I, on top of any other amount we pay under section I,

we will pay the following:

- If you live in **your home**, the extra cost of reasonable alternative accommodation for **you, your family** and **your** domestic pets.
- If you rent out **your home**, the rent you would have received but have lost.

We will not pay more than £35,000 in total.

8. Cover when selling or buying a home

- If you are selling **your home**, the buyer will be covered under section I up to the date the sale completes, unless the **buildings** are insured by another policy.
- If you are buying another property to live in, **your** new property will be covered under section I for up to three months from the date contracts are exchanged or, in Scotland, the date **your** offer is accepted.

But not

- if the property is insured under another policy;
- after the sale or purchase has completed; or
- for more than the amount insured for section I.

9. Emergency entries

We will pay for damage to the **buildings** caused when the **fire brigade**, the police or the ambulance service have to make a forced entry because of an emergency to **you** or **your** family.

The most we will pay for a claim will be £2,000.

10. Trace and Access

We will pay for the cost of removing and replacing any part of the **buildings** to find and repair the source of any water escaping from tanks, pipes, equipment or fixed heating system in the **buildings**.

We will not pay the cost of any loss or damage to **your** household heating or water system itself.

We will not pay more than £5,000 for any one incident.

C Accidental damage

1. Accidental damage

We will pay for accidental damage to the **buildings**.

But not the following

- a) Damage caused by:
 - i) any paying guest or tenant;
 - ii) domestic pets;
 - iii) **uninsurable risks**; or
 - iv) faulty design, faulty workmanship or faulty materials.
- b) Damage by a cause listed in or specifically excluded in paragraph A of this section 1.
- c) The cost of maintenance and routine redecorating.

2. Repair of sewer

We will pay for the cost of getting into and repairing the pipe between the main sewer and **your home** if it is blocked.

We will not pay more than £5,000.

3. Squatters

We will pay for:

- a) legal fees we agree to in writing for evicting squatters from **your home**; and
- b) the cost of reasonable alternative accommodation for **you**, **your family** and **your** domestic pets while **your home** is occupied by squatters.

We will not pay more than £20,000.

D Inflation protection

The sum insured shown in the schedule for **buildings** cover may be adjusted in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another suitable index.

If the sum involved changes, the premium at renewal will be based on the new sum insured shown in **your** renewal schedule.

E Basis of settling claims

1. We will pay the cost of rebuilding or repairing the part of the building which is damaged by any cause insured under this section 1. **We** will not take off any amount for wear and tear as long as, at the time of the damage, the **buildings** were in a good state of repair.

2. We will not pay for any drop in the market value of **your home** resulting from rebuilding or repairing damage to the **buildings**.

3. If the damage to the **buildings** is not rebuilt or repaired, or the **buildings** were not in a good state of repair when damaged, we will decide to either:

- a) pay the cost of rebuilding or repairing the damage, less an amount taken off for any wear and tear, or improvement to the condition of the property; or
- b) pay the difference between the value of selling **your home** on the open market immediately before the damage and its value after the damage.

4. We will not repair or replace undamaged items which are part of a set or suite unless they are part of a bathroom suite or fitted kitchen and the damaged parts cannot be repaired or an exact replacement found.

Section I Buildings insurance continued

5. The most we will pay for any one claim will be the total sum insured shown in the schedule or the full rebuilding cost, whichever is less, plus any amount we would pay under paragraphs B5, B6, B7, B8 and B10 of this section I.
6. The sum insured will not be reduced as a result of us paying a claim.
7. Any amount we pay to settle a claim for loss or damage will be reduced by the amount of any excess shown in the schedule.
8. If, at the time of any loss or damage, the **buildings** sum insured is insufficient to reconstruct **your buildings** we will proportionally reduce the amount of any claim payment made to reflect the difference between the two values. For example if **your buildings** sum insured is equal to 75% of the reinstatement cost of the **buildings**, we will only pay 75% of **your** claim.

F Your liability as the owner of the property

We will pay for all amounts **you** become legally liable for, as a result of **you** owning **your home** and its land, or owning or occupying any previous property, if a claim is made against **you** for:

- a) accidental death of or bodily injury to any person; or
- b) accidental loss of or damage to property;

which happened during the **period of insurance** shown in the schedule.

But not the following

- a) Death of or bodily injury to any member of **your family** or domestic staff.
- b) Damage to property belonging to or in the custody or control of **you, your family** or domestic staff, arising from:
 - i) any profession, business or employment; or
 - ii) an agreement, unless **you** would have had that liability anyway.

For any claim resulting from one incident we will not pay more than £5,000,000.

We will also pay all costs and legal fees for defending you, as long as we have agreed to do this in writing beforehand.

Section 2 Contents insurance

A Loss or damage

We will pay for loss of or damage to the **contents** while in **your home** caused by the following:

1. Fire, lightning, explosion and earthquake.
2. Smoke.

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

3. Riot, civil commotion, or labour or political disturbance.
4. Collision involving an aircraft or other flying object (including articles dropped from them), or vehicles or animals.

But not loss or damage caused by insects, birds or pets.

5. Falling trees or branches.
6. Falling television and radio aerials (including satellite dishes), their fittings and masts.
7. Storm and flood.
8. Theft or attempted theft.

But not

- a) loss or damage by any paying guest or tenant;
- b) loss by deception other than deception used solely to enter into **your home**;
- c) loss of money unless force and violence is used to get into **your home**; or
- d) after **your home** has been **unoccupied** for more than 60 days in a row.

9. Vandalism or malicious acts.

But not

- a) loss or damage by any paying guest or tenant; or
- b) after **your home** has been **unoccupied** for more than 60 days in a row.

10. Water or oil escaping from any fixed water or heating installation or from any domestic appliance.

But not after **your home** has been **unoccupied** for more than 60 days in a row.

11. Subsidence or heave of the site on which the building of **your home** stands, or landslip.

B Extra cover

I. Contents in the garden

We will pay for loss of or damage to **contents** from any cause insured by paragraph A of this section 2 while in the open and within the boundaries of **your home** and its land.

But not

- i) after **your home** has been **unoccupied** for more than 60 days in a row;
- ii) loss of money; or
- iii) more than £2,500 in respect of any one claim.

Section 2 Contents insurance continued

2. Plants in the Garden

We will pay for loss or damage to trees, shrubs, plants and lawns by any cause insured by paragraph A of this section 2 while in the open and within the boundaries of **your home** and its land.

But not

- i) loss or damage to trees, shrubs, plants and lawns as a result of the ground sinking (subsidence) unless **your home** is damaged at the same time and by the same cause;
- ii) loss or damage caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost;
- iii) trees, shrubs, plants or lawns dying naturally or because **you** haven't looked after them properly;
- iv) loss or damage to trees, shrubs, plants and lawns on land not belonging to **your home**;
- v) loss or damage after **your home** has been **unoccupied** for more than 60 days in a row;
- vi) more than £250 for any one tree plant or shrub; or
- vii) more than £1,500 in respect of any one claim.

3. Contents away from your Home

We will pay for loss of or damage to **contents** from any cause insured under paragraph A of this section 2 while they are as follows:

- a) Within the **British Isles** and temporarily in:
 - i) a bank safe deposit;
 - ii) a private **home** or caravan that is lived in; or
 - iii) any building where **you** or any member of **your family** work or live.

But not

- i) loss by deception; or
 - ii) loss of money.
- b) elsewhere in the **British Isles**.

But not

- i) loss of or damage to property in a purpose-built furniture storage area, other than the cover explained in B14 of this section 2;
- ii) loss of money;
- iii) loss or damage caused by:
 - 1) vandalism or malicious acts;
 - 2) storm or flood to property not in a building or caravan; or
 - 3) theft unless:
 - a) force and violence is used to enter a building or caravan; or
 - b) by robbery while property is being worn or carried.

We will not pay more than 15% of the **contents** sum insured for any one claim.

4. Contents at University/College

We will pay up to 15% of the sum insured for **contents**, for loss or damage due to any cause insured under paragraph A of this section 2 to **contents** temporarily removed from the **home** while a member of **your family** is attending college, university or boarding school.

But not

loss or damage by a cause listed in or specifically excluded by B3 of this section or **contents** taken outside the **British Isles**.

5. Glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, pictures or ornaments, plate glass tops to furniture and ceramic hobs while in **your home**.

But not

- a) breakage by any paying guest or tenant; or
- b) after **your home** has been **unoccupied** for more than 60 days in a row.

6. Home entertainment equipment

We will pay for accidental damage to television sets, video cassette recorders, recording and audio equipment, radios, home computers, monitors and television games while in **your home**.

But not

- a) damage to records, any kind of disc or disks, tapes or cassettes;
- b) damage caused by any paying guest or tenant;
- c) **uninsurable risks**; or
- d) after **your home** has been **unoccupied** for more than 60 days in a row.

7. Alternative accommodation and storage

If **you** live in **your home**, we will pay, on top of any other amount we pay under section 2:

- a) the cost of reasonable alternative accommodation for **you**, **your family** and domestic pets; and
- b) the cost of temporarily storing the **contents** of **your home**;

while **your home** is unfit to live in after loss or damage caused by anything insured under paragraph A of this section 2.

For any claim, we will not pay more than 30% of the sum insured by this section 2.

8. Oil and metered water

We will pay for the loss of oil from the domestic heating installation and loss of metered water after accidental damage to the **buildings**.

9. Locks on outside doors

We will pay the reasonable cost of replacing and fitting locks to the outside doors of **your home** or to any safe or alarm system in **your home** if the keys to the locks have been lost or stolen.

10. Title Deeds

We will pay the reasonable cost of preparing new title deeds to **your home** after loss or damage caused by anything insured by paragraph A of this section 2 while the deeds are in **your home** or in **your bank** for safe keeping.

11. Seasonal increase

From 1 December to 15 January (if within the **period of insurance** shown in the schedule), we will increase the sum insured shown in the schedule under this section 2 by 20% of the sum insured for **contents**,

12. Wedding gifts

During the four weeks before and the four weeks after the wedding day of **you** or any member of **your family** (if this is within the **period of insurance** shown in the schedule), we will increase the sum insured shown in the schedule under this section 2 by 20% of the sum insured for **contents**.

Section 2 Contents insurance continued

13. Birth increase

During the four weeks before and four weeks after the birth of a child to any member of **your family** (if this is within the **period of insurance** shown in the schedule), we will increase the sum insured shown in the schedule under this section 2 by 20% of the sum insured for **contents**.

14. Household removal

We will pay for accidental loss of or damage to the **contents** while they are being permanently removed, by a professional removal firm, from **your** home to any other private property **you** are going to live in within the **British Isles**, including while they are temporarily stored for up to 72 hours.

But not

- a) loss of or damage to money or **valuables**;
- b) loss of or damage to china, glass, earthenware or other fragile items, unless they were packed by professional packers; or
- c) loss or damage caused by **uninsurable risks**.

15. Downloaded information

We will pay the cost of replacing information that **you** have bought and stored on **your** home entertainment equipment or mobile phone and that is lost or damaged as a result of any cause listed in paragraph A of this section 2.

But not the cost of

- a) remaking a file, tape, disc or disk; or
- b) rewriting the information contained on **your** home entertainment equipment.

The most we will pay for one claim will be £2,000.

C Accidental damage

1. Accidental damage

We will pay for accidental damage to the **contents** while in **your** home.

But not

- a) damage to contact or corneal lenses;
- b) damage to pedal cycles or money;
- c) damage caused by any paying guest, tenant or domestic pets;
- d) **uninsurable risks**;
- e) damage by a cause listed in or specifically excluded by paragraph A of this section;
- f) damage caused during any household removal.

D Frozen foods

We will pay the costs of replacing food spoilt in any freezer or fridge in **your** home because of a rise or fall in temperature, or the refrigerant or refrigerant fumes escaping.

But not

- a) any deliberate act of the electricity provider or its employees;
- b) any claim where the refrigeration unit of the appliance is over 10 years old, unless it is regularly serviced under a maintenance contract; or
- c) after **your** home has been **unoccupied** for more than 60 days in a row.

For any claim, we will not pay more than the limit shown in the schedule.

E Inflation protection

The sums insured shown in the schedule for **contents** cover will be adjusted each month in line with the 'consumer durables index' of the retail price index or another suitable index.

The premium at renewal will be based on the new sum insured shown in **your** renewal schedule.

F Basis of settling claims

1. For any one item of **contents** that is lost or damaged, we will decide to either:
 - a) pay the cost of replacing the item or part as new; or
 - b) replace the item or part as new; or
 - c) pay the cost of repairing the item or part; or
 - d) make a cash payment which will not be more than the amount it would have cost us to replace or repair the item using our own suppliers.
2. For any part of a set or suite that is lost or damaged which we cannot repair or replace we will:
 - a) pay the cost of replacing the set or suite as new;
 - b) replace the set or suite as new;
 - c) make a cash payment which will not be more than the amount it would have cost us to replace the set or suite using our own suppliers.

If **we** ask **you** to, **you** must give up the undamaged parts of the set or suite to us where the full replacement cost has been paid.

3. **We** will reduce any claim payment for any item or part which is not replaced or repaired to take account of wear and tear or improvement in their condition.
4. The most **we** will pay for any one claim will be the total sum insured on **contents** shown in the schedule, up to the following limits:
 - a) **We** will not pay more than the individual sum insured for any item.
 - b) **We** will not pay more than £1,000 for money.
 - c) **We** will not pay more than £5,000 for **credit cards**.
 - d) **We** will not pay more than £3,000 for any one valuable unless the schedule shows otherwise.
 - e) **We** will not pay more than the amount shown in the schedule for any loss of or damage to **valuables**.
 - f) **We** will not pay more than the amount shown in paragraphs B1, B2, B3, B4 and B15 of this section 2. On top of any other amount, we will pay the amount shown in paragraphs B7, B11, B12 and B13 of this section 2.
5. If **you** claim for an item specified in **your** schedule **you** will need to provide proof of the item's value. To help **you** do this **we** recommend that **you** keep photos, instruction booklets and copies of valuations and receipts.
6. The sum insured will not be reduced after **we** pay a claim unless the claim relates to the total loss of any item specified in **your** schedule.

Section 2 Contents insurance continued

7. Any claim payment for loss or damage will be reduced by the amount of any excess shown in the schedule.
8. If, at the time of any loss or damage, the **contents** sum insured is insufficient to replace all of **your** home **contents** as new, we will proportionally reduce the amount of any claim payment to reflect the difference between the two values. For example if **your contents** sum insured is equal to 75% of the cost of replacing all the **contents** as new, we will only pay 75% of **your** claim.

G Liabilities

I. Occupiers and personal liabilities

We will pay all amounts **you**, or any member of **your** family, become legally liable for as a result of living in **your** home, or for any other reason, as a result of:

- a) accidental death of or bodily injury to any person; or
- b) accidental loss of or damage to property;

caused during the **period of insurance** shown in the schedule.

But not liability for

- i) death of or bodily injury to any member of **your family** or **your** domestic staff;
- ii) damage to property belonging to or in the custody or control of **you, your family** or domestic staff; or

iii) claims arising from the following:

- 1) **You** or any member of **your family** owning any land or building, or **you** or any member of **your family** occupying any land or building other than **your** home or temporary holiday accommodation.
- 2) Any profession, business or employment.
- 3) An agreement unless that liability would have existed anyway.
- 4) **You** or any member of **your family** owning, keeping or using any
 - a) **motorised vehicles**
 - b) caravan while being towed;
 - c) watercraft, hovercraft or aircraft other than hand-propelled craft or models; or
 - d) any living creature other than domestic animals.
- 5) Any communicable disease (one able to be passed from one person to another).
- 6) **You** or any member of **your family** owning or having a dangerous dog as defined under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

For any claim resulting from one incident we will not pay more than £5,000,000.

We will also pay costs, expenses and legal fees we have agreed to in writing.

2. Employers liability

We will pay all amounts which **you** become legally liable to **pay** for accidental death of or bodily injury to **your** domestic staff during the **period of insurance** shown in the schedule.

For any claim arising from one incident, **we** will not pay more than £10,000,000.

We will also pay costs, expenses and legal fees **we** have agreed to in writing.

3. Tenants liability

We will pay all amounts **you** become legally liable to pay, as a tenant of **your** home, for damage caused to the **buildings** during the **period of insurance** shown in the schedule, by any cause covered by paragraphs A, B1, B2 and B3 of section 1 of this policy.

For any claim resulting from one incident, **we** will not pay more than 20% of the total sum insured by this section.

4. Liability of others

We will pay the amount of any damages and costs awarded to **you** by any court in the United Kingdom if that amount has not been paid to **you** within three months of the date of the award. **We** will only make a payment if paragraph G1 of this section 2 would have insured **you** if the award had been made against **you** or any member of **your** family.

But not if:

- a) the decision is going to appeal; or
- b) the incident giving rise to the claim happened outside the **period of insurance**.

For any claim resulting from one incident **we** will not pay more than £5,000,000.

Section 3 Personal possessions

A Loss or damage

We will pay for accidental loss of or damage to **personal possessions** and any other item specified in the **personal possessions** section of the schedule while that property is within the **British Isles**.

But not the following

- a) Loss of or damage to:
 - i) property more specifically insured by any other policy; or
 - ii) property held or used for any profession, business or employment.
- b) Loss or damage caused by:
 - i) theft by deception;
 - ii) theft from an unattended motor vehicle unless the item is hidden from view within the vehicle and violence and force is used to get into the vehicle;
 - iii) customs or other officials confiscating or keeping hold of the items; or
 - iv) **uninsurable risks**.
- c) Loss or damage by any cause mentioned in paragraph A of section 2, **contents** insurance.

B Extra cover

1. Money

We will pay for accidental loss of money anywhere in the world in the custody or control of **you** or any member of **your** family.

But not

- a) shortages caused by mistake;
- b) any loss in value;
- c) losses not reported to the police within 24 hours of being discovered; or
- d) loss or damage by customs or other officials confiscating or keeping hold of items.

For any claim, we will not pay more than the limit shown in the schedule.

2. Credit cards

We will pay for financial loss after unauthorised use of **credit cards**.

But not the following

- a) Unauthorised use by any member of **your** family;
- b) Loss where **you** have not kept to the conditions the **credit card** was issued under; or
- c) Losses not reported to the police and the **credit card** provider within 24 hours of being discovered.

We will not pay more than the limit shown in the schedule.

3. Pedal cycles

We will pay for accidental loss of or damage to pedal cycles and their accessories within the **British Isles** and belonging to **you** or any member of **your family**.

But not the following

- a) loss of or damage to:
 - i) tyres or accessories unless the cycle is lost or damaged at the same time;
 - ii) the cycle while being used for racing, pacemaking or trials; or
- b) Loss or damage caused by:
 - i) theft or deception or when the cycle is unattended and is not in a locked building or immobilised by a security device;
 - ii) customs or other officials confiscating or keeping hold of the cycle; or
 - iii) **Uninsurable risks**.
- c) Loss or damage by any cause mentioned in paragraph A of section 2, **contents** insurance.

We will not pay more than the limit shown in the schedule.

4. Overseas travel

The insurance provided under paragraphs A and B3 of this section 3 will apply to the property insured while temporarily outside the **British Isles**, and while in the custody and control of **you** or any member of **your family** or locked in a hotel safe.

5. Items in a bank

We will pay for accidental loss of or damage to items described in the schedule as being held in a bank or safe deposit.

But not while the items are removed from the bank or safe deposit.

C Inflation protection

The sums insured shown in the schedule for **personal possessions** will be adjusted each month in line with the 'consumer durables index' of the retail price index or another suitable index.

The premium at renewal will be based on the new sums insured shown in **your** renewal schedule.

D Basis of settling claims

1. For any one item of **personal possessions** that is lost or damaged we will decide to either:

- a) pay the cost of replacing the item or part as new; or
- b) replace the item or part as new; or
- c) pay the cost of repairing the item or part; or
- d) make a cash payment which will not be more than the amount it would have cost us to replace or repair the item using our own suppliers.

2. For any part of a set that is lost or damaged which we cannot repair or replace we will:

- a) pay the cost of replacing the set as new;
- b) replace the set as new; or
- c) make a cash payment which will not be more than the amount it would have cost us to replace the set using our own suppliers.

If **we** ask **you** to, **you** must give us the remaining or undamaged parts of the set if **we** have paid the full replacement cost.

Section 3 Personal possessions continued

3. We will reduce any claim payment for any item or part which is not replaced or repaired to take account of wear and tear or an improvement in their condition.
4. The most we will pay for any one claim will be the total sum insured on **personal possessions** shown in the schedule up to the following limits:
 - a) We will not pay more than the individual sum insured for any item.
 - b) We will not pay more than £3,000 for any one item, set or collection, unless the schedule states otherwise.
 - c) We will not pay more than £1,000 for any one cycle unless the schedule states otherwise.

We will also pay any amount due under paragraphs B1 and B2 of this section 3.

5. If you claim for an item specified in **your** schedule you will need to provide proof of the item's value. To help you do this we recommend that you keep photos, instruction booklets, copies of valuations and receipts.
6. The sum insured will not be reduced after we pay a claim unless the claim relates to the total loss of any item specified in **your** schedule.
7. Any claim settlement for loss or damage will be reduced by the amount of any **excess** shown in the schedule.

Section 4 Family legal protection

This cover automatically applies to **your** policy and will appear on **your** schedule of insurance.

Before you incur any legal costs, you must report your claim to the Legal Helpline.

How to make a claim for legal expenses

1. **You** must phone the 24-hour Legal Helpline on 0845 601 2945 and tell us of any incident which may lead to a claim under this section of the policy.
2. **You** must do this as soon as possible, and always within 180 days of the date that **you** knew about or should have known about the incident.
3. If **you** have a valid claim, we will send **you** a claim form to fill in and return to us.

Please have **your** home insurance policy number available when **you** call.

Legal Helpline – 0845 601 2945

You can also ring the Legal Helpline to discuss any private legal problem, whether or not it results in a claim. This service is here to help and is available to all members of **your family** 365 days of the year.

For extra security, we may record all phone calls and keep the recording secure.

Definitions

In this section 4 only, the words below will have the following meanings:

Abroad

Anywhere in the world outside the UK.

Costs

Legal costs reasonably and proportionately incurred by **your solicitor** on the standard basis or in accordance with The Predictable Costs Scheme if applicable. **We** will also pay costs which **you** are ordered to pay by a court and any other costs we agree to in writing.

Court

Court, tribunal or other suitable authority.

Date of incident

Either:

- a) the date of the incident that has led to this claim; or
- b) the date of the first incident, if there are a number of incidents whichever is earlier.

Full enquiry

A full examination of all aspects of **your** personal tax affairs by HM Revenue & Customs.

Solicitor

Any suitably qualified person appointed to represent **you** under this section of the policy.

Territorial limits

The **United Kingdom**. For claims relating to 'personal injury' and 'contract dispute', the **territorial limits** are worldwide.

United Kingdom

Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

You, your

The person named as the policyholder in the schedule, their partner and members of their family (including foster children) who normally live with them.

Section 4 Family legal protection continued

Cover provided

We will pay the following:

1. Costs in the event of the following:

- a) **Personal injury** – death or bodily injury to you.
- b) **Contract dispute** – a dispute arising out of an agreement you have for:
 - i) buying or hiring goods or services;
 - ii) selling goods; or
 - iii) buying or selling your home.
- c) **Property protection** – a dispute arising out of you owning or living in your home.
- d) **Employment** – a dispute arising out of your employment.
- e) **Tax protection** – a full enquiry by HM Revenue & Customs, if the enquiry resulted from your work as an employee.
- f) **Inheritance dispute** – a dispute over something left to you in a will.
- g) **Legal defence** – your work as an employee which leads to:
 - i) you being prosecuted in a magistrates' or crown court;
 - ii) civil action being taken against you for unlawful discrimination because of someone's sex, race, disability, religious belief or political opinion; or
 - iii) civil action being taken against you in your work as data controller under section 13 of the Data Protection Act 1998.
- h) **Motoring prosecution** – you being prosecuted for an offence connected with using or driving a motor vehicle. You must send us a copy of your summons within 28 days of receiving it.

2. Salary while you attend jury service

We will pay your salary or wages for each half or whole day you attend jury service if you cannot claim them back from the court or from your employer.

3. Detention while abroad – We will pay up to £250 for the first consultation that you arrange with a local solicitor if you are arrested or held by authorities while you are abroad.

The most we will pay under 1 and 2 above is £100,000 for any claim or claims arising from any one incident.

Subject to the exceptions and conditions of this Section of the policy we agree to provide this cover if:

- a) the incident happens within the territorial limits; and after cover started
- b) any legal proceedings will be carried out within the territorial limits by a court which we agree to; and
- c) we and your solicitor agree that it is more likely than not that you will be successful with your claim for damages or other legal remedy we agree to; or that you will make a successful defence.

General exceptions which apply to Family Legal Protection cover

See also the General Exceptions which apply to the whole policy.

You are not covered for any claim arising from or relating to:

- a) **Costs** that relate to a period before we have accepted **your** claim.
- b) Action against another person who is insured by this policy.
- c) Fines, penalties, compensation or damages which **you** are ordered to pay by a **court**.
- d) A dispute between **you** and someone **you** live with or have lived with.
- e) A judicial review.
- f) A dispute with us about this section of the policy, other than as shown in general condition 5 on page 33.
- g) Incidents which begin before cover starts.
- h) **Costs** if **you** stop or settle a claim, or withdraw instructions from the **solicitor**, without good reason. If this applies, **you** will then have to refund any **costs** we have paid during **your** claim
- i) Loss or damage that is insured under another section of this policy or any other insurance policy.

Specific exceptions which apply to Family Legal Protection cover

You are not covered for any claim arising from or relating to:

1. Personal injury

- a) Illness or injury which develops gradually or is not caused by a specific or sudden accident.

- b) Psychological injury or mental illness unless it results from a specific or sudden accident that has caused physical bodily injury to **you**.
- c) Defending **your** legal rights in claims against **you**.

2. Contract dispute

- a) Advice, specification, design, construction, conversion or extension on any land or relating to any buildings.
- b) Leases, tenancies or a licence to occupy.
- c) A contract **you** have entered into in connection with a profession, business or trade, other than as provided for under 'Employment' – see page 30.
- d) Loans, mortgages, pensions, investments or borrowing.

3. Property protection

- a) A dispute if the date of incident is less than 90 days after cover started.
- b) Any building or land other than **your home**.
- c) Defending **your** legal rights in claims against **you**.

4. Employment

- a) A dispute if the date of incident is less than 90 days after cover started.
- b) Defending **your** legal rights in claims against **you**.
- c) Grievance procedures or disciplinary hearings within the company **you** work for.
- d) A dispute started in the county court or high court or the equivalent courts in Scotland.

Section 4 Family legal protection continued

5. Inheritance dispute

- a) The administration of the estate.
- b) An allegation of fraud, dishonesty, undue influence or duress in the execution of the will.
- c) The negligent drafting of a will.
- d) A dispute **you** have with another beneficiary regarding the administration or disposal of any property left to **you** in a will.

6. Motoring prosecution

- a) Prosecutions resulting from drink or drug related offences.
- b) **You** driving a motor vehicle for which **you** do not have valid motor insurance.
- c) Parking or obstruction offences.

General conditions which apply to Family Legal Protection cover

See also the General Conditions which apply to the whole policy.

If you do not keep to these conditions, we may:

- a) **cancel this section;**
- b) **refuse or withdraw from any claim;**
- c) **claim back from you costs paid by us;**
- d) **do all of the above.**

1. You must do the following

- a) Send us full details of **your** claim in writing as soon as possible and in any event no later than 180 days after the date **you** knew about or should have known about the incident giving rise to the claim.

For Motoring Prosecution offences, **you** must send us a copy of **your** summons within 28 days of receiving it.

- b) Send us any other information that **we** ask for. (**You** must pay any costs involved in providing this information.)
- c) If **we** ask, **you** must tell the **solicitor** to give **us** any documents, information or advice that they have or know about.
- d) Fully co-operate with the **solicitor** and **us**, and not take any action that has not been agreed by **your solicitor** or by **us**.
- e) Keep **us** up to date with the progress of **your** claim.
- f) Tell **us** if the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** instructions.
- g) Tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- h) Tell **your solicitor** to claim back all **costs** that **you** are entitled to and pay to **us** all **costs** that **we** have paid.
- i) Get **our** agreement to stop, settle, negotiate or withdraw from a claim.

2. Appointing a solicitor

- a) **We** have chosen a panel of law firms to provide legal services. While **you** are responsible for any legal **costs** they charge, **your** policy will cover them as long as **you** keep to the policy conditions.
- b) These firms make payments to **us** which depend on the number of personal injury claims **we** refer to them and they may also provide other services to **us** on a reduced cost or no cost basis.
- c) If **we** accept **your** claim **we**, or a **solicitor** **we** choose will try to settle the matter without having to go to **court**.

- d) If it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose the **solicitor** to act for **you**. Any **solicitor** **you** choose will be appointed to act for **you** in line with **our** standard terms of appointment. (**You** can ask **us** for a copy.)
- e) **You** must not enter into any agreement relating to charges with the **solicitor** without getting **our** permission first.
- f) If a **solicitor** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, **your** cover will end immediately unless we agree to appoint another **solicitor**.

3. You must tell your solicitor to do the following

- a) Get **our** written permission before instructing a barrister or an expert witness.
- b) Tell **us** immediately if it is no longer more likely than not that **you** will be successful with **your** claim.

4. We can do the following

- Contact the **solicitor** at any time, and he or she must co-operate fully with **us** at all times.
- Decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings. If **your** claim is not for damages, we may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim.
- Refuse to pay further **costs** if **you** do not accept an offer or payment into **court** to settle a claim which **we** or **your solicitor** considers should be accepted.
- Refuse to pay further **costs** if it is no longer more likely than not that **you** will be successful with **your** claim.

5. Disputes

You may refer any disagreement between **you** and **us** to the Financial Ombudsman Service, which is a service offered to **you** free of charge. (See page 55 for details of **our** complaints procedure.)

You also have the right to refer any disagreement between **you** and **us** to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the **territorial limits** whose law governs this section of the policy. **We** and **you** must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

The claims conditions which apply to the whole policy do not apply to this section 4.

General conditions 2 on page 12 and 8 on page 13 do not apply to Family Legal Protection.

Section 5 Claim Free Period

Please refer to your schedule for details of your claim free period.

Section 6 Home Emergency

The following definitions apply to this section and are in addition to or may replace those shown on pages 10, 11 and 12 of the policy.

In this Section 6 only, the words below will have the following meanings.

Authorised Repairer

A person, company or organisation appointed by us to temporarily or permanently put right, an emergency, carry out emergency repairs or prevent further damage where possible.

Beyond Economic Repair

When the cost of repairing the boiler or appliance is more than the cost of replacing it.

If we decide **your** boiler is beyond economic repair, we will pay an amount towards the cost of a new one in line with the scale shown below:

Age of Boiler	Amount we will pay
1-5 years	£250
6-10 years	£100

Call Out

Sending out an authorised repairer after **you** ask for emergency assistance, even if **you** then cancel **your** request.

Electrical Supply

The permanent electrical system supplying power to wall sockets, switches, bulb sockets and fuse boxes which are inside **your** home and beyond the electric meter.

Emergency

An incident in the home that happens during the **period of insurance**, and, which if not dealt with quickly will:

- a) make the home unsafe or insecure for **you**;
- b) cause damage to the home and its **contents**; or
- c) result in the home losing its main source of heating, lighting or water (hot or cold).

Emergency Assistance

Work carried out by an authorised repairer to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage.

But not

permanently putting right paths and driveways that need to be removed or replaced in order to deal with the emergency.

Geographical Limits The United Kingdom including the Isle of Wight, Isle of Man, Northern Ireland and the Channel Islands but not the Scilly Isles, or the Scottish Islands.

Home The private home at the address shown in the schedule, together with integral (built in) or attached garages used for domestic purposes.

But not

detached garages and outbuildings.

Internal Plumbing and Drainage The fixed sanitary fittings, hot or cold water supply and storage and drainage systems which **you** are responsible for and that are within the home.

Main Source of Heating

The main hot water or central heating system in **your** home including:

- a) one domestic boiler;
- b) any controls forming part of the boiler; and
- c) the programmer, central heating pump, hot water cylinder, room thermostat and radiators.

But not

- a) any form of underfloor heating, solar heating system or warm air heating systems;
- b) non-domestic boiler and associated system;
- c) any boiler with an output of over 60kW;
- d) any boiler over 10 years old;
- e) any secondary or other boiler.
- f) Oil fired and solid fuel systems
- g) LPG and Propane operated systems
- h) Open fires
- i) Electrotech and Smartheat systems
- j) Solar heating or air conditioning units

Period of Insurance

The period **you** are insured for, as shown in **your** home insurance schedule.

Permanent Repair

Repairs or work needed to put the emergency right.

Section 6 Home Emergency continued

Pests

- a) wasps' nests
- b) hornets' nests
- c) mice
- d) rats
- e) grey squirrels.

Temporary Repair

Repairs or work that may be needed to put an emergency right but which may need to be replaced by a permanent repair.

Security

The locks to doors and windows on the outside of the home.

Suitably Qualified Repairer

A bona fide tradesperson, company or organisation appointed by **you** with the relevant expertise to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage where possible. This applies to properties situated in the Isle of Man or the Channel Islands only.

Underground External Drainage

The drainage pipes and sewers within the home, together with those underground and outside the home which **you** have legal responsibility for, but only as far as the junction with the mains services.

But not

cesspits, septic tanks, treatment plants and associated pipe work and equipment.

You/Your/Yours

The person named as the policy holder in the schedule or any person authorised by **you** to be in the home at the time of the emergency.

Cover provided (within the Geographical Limits, except the Isle of Man and the Channel Islands)

If there is an emergency in **your** home, we will:

- a) Tell **you** how to immediately protect yourself and the home;
- b) Send an authorised repairer to **your** home or arrange an appointment for an authorised repairer to visit **your** home at an agreed time; and
- c) Organise and pay the cost of providing emergency assistance, including the cost of the call-out, labour at the home and parts up to a total of £500 a call out including VAT for the areas detailed in this Section 6.

If a major emergency could result in serious damage or danger **you** should immediately report it to the gas, electricity or water company, the local authority or the emergency services. If **you** ever smell gas or discover a leak, **you** should call Transco on **0800 111 999**.

Cover provided (the Isle of Man and the Channel Islands only)

If there is an emergency in **your** home, we will:

- a) Tell **you** how to immediately protect yourself and the home;
- b) authorise **you** to appoint a suitably qualified repairer to visit **your** home; and
- c) pay **you** the cost of obtaining emergency assistance, including the cost of the call-out, labour at the home and parts up to a total of £500 a call out (including VAT) for the areas detailed in this section 6.

If a major emergency could result in serious damage or danger **you** should immediately report it to the gas, electricity or water company, the local authority or the emergency services. If **you** ever smell gas or discover a leak, **you** should call Transco on **0800 111 999**.

1. Electrical Wiring

We will pay the cost of emergency assistance needed as the result of the permanent electrical supply in **your** home failing.

But not

any electrical wiring that is not permanent, such as fairy lights, or is situated outside of the home, such as wiring to satellite dishes, aerials and so on.

2. Plumbing and Drainage

We will pay the cost of emergency assistance that is necessary as a result of an emergency to:

- a) Internal plumbing and drainage; and
- b) Underground external drainage.

But not

- a) The costs of repairs to the underground water supply of **your** home;
- b) Shared drainage facilities except within the boundary of **your** home;
- c) More than **your** share of the costs if the property is a flat or maisonette;
- d) After **your** home has been **unoccupied** for more than 60 days in a row.
- e) The cost of replacement of pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or any central heating component.

3. Security

We will pay the costs of emergency assistance needed as a result of the locks in doors and windows on the outside of **your** home not working or being damaged.

But not

- a) Replacement locks as a result of the theft or loss of keys to the home;
- b) The repair or replacement of any intruder or alarm systems;
- c) Damage to outside windows or glass in doors, unless it leaves the home unsafe or insecure;
- d) Emergency assistance after **your** home has been **unoccupied** for more than 60 days in a row.

4. Heating

We will pay the cost of emergency assistance as a result of the main source of heating in the home failing.

But not

- a) The cost of repairing a boiler which is more than 10 years old;
- b) The cost of repairing a boiler with a maximum output of more than 60kW;
- c) Gas leaks from any pipes or gas fired appliances;
- d) The cost of repairing a boiler or appliance that is, in **our** opinion, beyond economical repair;
- e) The cost of replacing the central heating boiler, storage or panel heater or appliance;

Section 6 Home Emergency continued

- f) The cold water supply tank, its feed and outlet;
- g) Any water supply from the hot water cylinder or gas appliance, to and including the taps;
- h) Repairing or replacing radiators, although we will pay the cost to isolate (close the connection to) leaking radiators;
- i) Clearing airlocks or bleeding radiators;
- j) Removal of asbestos associated with repairing the appliance or system;
- k) Emergency assistance after **your** home has been **unoccupied** for 60 days in a row.

5. Pests

We will pay for the cost of treatment needed because of pests in the home that cause an emergency.

But not

- a) after **your** home has been **unoccupied** for more than 60 days in a row; or
- b) if **you** have failed to follow our recommendations on preventing and controlling pests.

General Exceptions which apply to Home Emergency

We will not pay for the following:

1. Any loss or damage arising before the start of cover or during the first 14 days of cover;
2. The cost of providing emergency assistance to any home that is in the Scilly Isles or the Scottish Islands;
3. The cost of any work which is carried out by anyone other than a repairer deployed through us.
4. Any items that need replacing as a result of normal use such as replacement light bulbs and fuses in plugs;
5. Any loss or damage caused by **uninsurable risks** (but not point c);
6. Any loss or damage deliberately caused by **you** or by anything **you** do not do;
7. Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, movement of the land **your** home is on (subsidence, heave or landslip), malicious damage, theft or attempted theft (except if the emergency relates to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of faulty materials;
8. Further loss or damage of any kind resulting from an emergency;
9. Any loss or damage arising outside the legal boundaries of the home, except as provided under the definition of underground external drainage;
10. Any loss or damage arising from public services to **your** home being interrupted or disconnected, or from the main electricity, water or gas supply system not working properly or breaking down or gas leaks;

11. Any system or equipment which has not been installed, maintained or repaired in line with the manufacturer's instructions, or has not been used properly, or altered properly, or which is faulty as a result of a manufacturer's or designer's fault;
12. Any loss or damage to any decoration, fixtures or fittings which are removed or replaced in the process of providing the emergency assistance;
13. Replacing the system or appliance if spare parts are not available after a reasonable search of stockists.

General Conditions which apply to Home Emergency

1. Asking for emergency assistance

You must contact us immediately whenever an emergency arises that may result in a call out.

To ask for emergency assistance you must call the Helpline on 0845 303 5681 within 24 hours of discovering the emergency, and only contact a repairer yourself if authorised to do so because of the location of your home on the Channel Islands or the Isle of Man.

2. Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and to keep the home, its systems and appliances in a good state of repair.

3. Spare or replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

4. Pay on use

If an emergency that is not included under home emergency cover arises, where possible, we can arrange for an authorised repairer to call at your home but you will have to pay all costs involved and the contract for the services will be directly between you and the repairer. The use of this service is not considered to be a call out.

5. Repairers appointed by you

If your home is situated in an area where you are required to appoint your own repairer due to your property being located in the Isle of Man or the Channel Islands, we cannot be held responsible for any shortfalls in the service that they provide. In this instance, your contract for the repairs is with the repairer you appointed.

Section 7 Travel

The following definitions are in addition to or may replace those shown on pages 10 and 11 of the policy.

In this section 7 only, the words below will have the following meanings

We, us, our, the company

U K Insurance Limited and our agents.

Abroad

Anywhere in the world, outside the UK.

Anticipated event

Any event or occurrence which **you** or a member of your **immediate family** knew would occur or could have reasonably expected to occur during **your journey** and which **you** or a member of your **immediate family** were aware of at the time of booking the **journey**.

Assistance service

The **company** we have appointed to help **you** in a medical emergency, or if **you** need to cut short **your journey** (curtailment) or other serious problems during **your journey**.

Circulatory problems

Any circulatory problem including but not limited to peripheral vascular disease, polycythaemia rubra vera, primary pulmonary hypertension, strokes, thrombosis, transient ischaemic attack, atherosclerosis, diabetes mellitus, high cholesterol, hypertension.

Curtailment (cutting short a journey)

Cutting short **your journey** because of a stay in hospital or because someone has fallen ill or died or for other reasons.

Emergency

An unexpected event that results in **you** needing emergency treatment from a doctor or hospital.

End date: The date **your journey** ends and **you** return home which must fall within the period shown on **your** home insurance schedule.

Excess

The amount **you** must pay (£35) towards any claim which is applied separately to:

- a) Each person claiming; and
- b) Each incident that leads to a claim.

Heart problems

Any heart problem including but not limited to abdominal aortic aneurysm, angina, angioplasty, arrhythmia, cardiac valve disease, cardiomyopathy, congenital heart disease, heart attack, heart failure, heart bypass, heart transplant, pacemaker, atherosclerosis, diabetes mellitus, high cholesterol, hypertension.

Immediate family

Your partner, parents, parents-in-law, sons, sons-in-law, daughters, daughters-in-law, brothers, brothers-in-law, sisters, sisters-in-law, step-parents, step-children, legal guardians, grandparents, grandchildren, fiancé or fiancée.

Journey

A holiday or trip of no more than 42 days (not exceeding 120 days in any one **period of insurance**) that starts and ends during the period shown in **your** Home Insurance schedule. Each journey **you** make during the **period of insurance** will be treated as a separate contract of insurance subject to all the limits, conditions and exclusions of this policy. The journey can be for pleasure or business, but must not involve manual work. It can be:

- a) A journey abroad that begins in the **UK** and ends when **you** return home; or
- b) A journey within the **UK** where **you** travel outside a 25-mile radius of **your** home and stay for two or more nights in pre-arranged accommodation.

Manual work

Work which involves:

- a) Using, installing or maintaining equipment or machinery;
- b) Building or construction work;
- c) Caring for children.

Medical adviser

A senior medical officer appointed by the **Assistance service**.

Medical Certificate

A certificate that confirms any physical, mental or medical condition that is the basis of **your** claim under this policy.

Medical Service provider

The hospital, doctors or other medical treatment providers who we direct at the time of the emergency.

Pre-Existing Medical conditions

1. A medical condition for which:
 - a) **You** have been prescribed medication;
 - b) **You** have been referred to, treated by or put under the care of a Healthcare specialist for example a general practitioner, Hospital specialist or consultant or any other healthcare practitioner including physiotherapists or Osteopath;
 - c) **You** are awaiting any treatment or the results of any tests or investigations whether a condition has been diagnosed or not;
 - d) **You** have any circulatory problems or heart problems where one or more of the conditions listed under the definitions are pre-existing;
 - e) **You** suffering from, or having been given a diagnosis of, any form of cancer.
2. Any circulatory problems or heart problems where one or more of the conditions listed under the definitions are pre-existing.

Resident of the UK

A person who has their main home in the **UK**, including the Channel Islands.

Start date

The date **you** leave **your** home to start **your journey** which must fall within the period shown on **your** home insurance schedule (regardless of the date the **journey** was booked).

Section 7 Travel continued

UK

England, Scotland, Wales, Northern Ireland and the Isle of Man.

But not

Channel Islands.

You, your

Means any adult aged 64 or under at the start of a **journey** who is:

- The person or people named as the policyholder in the schedule,
- The husband, wife or civil partner of the person named as the policyholder in the schedule.

And their unmarried children (including adopted and foster children), who at the start of the **journey** are aged under 18 years (or up to 23 years if in full time education) and normally live at **home**.

This policy provides cover for each insured adult member of the family, whether travelling together or independently. The policy also provides cover for each insured child either travelling with an insured adult member of the family, or on trips organised by schools or recognised organisations that are supervised by adults.

Independent travel

This policy provides cover for each insured adult member of the family, whether travelling together or independently. The policy also provides cover for each insured child either travelling with an insured adult member of the family, or on trips organised by schools or recognised organisations that are supervised by adults.

A Delayed Personal Belongings

We will pay up to £100 for any essential items which **you** reasonably need to buy if **you** have to wait more than 12 hours for **Personal belongings** which the carrier has temporarily lost on the way to **your** holiday destination.

But not

- a) any claim arising directly or indirectly from any delayed **personal belongings** that happens on **your** return journey.

B Emergency Overseas Medical Expenses

We will pay costs of up to £5,000,000 for continuous medical and travel expenses while abroad that are necessary for up to 12 months as a result of **you** becoming physically ill or injured.

We will pay:

- a) usual, reasonable and necessary emergency expenses for medical, surgical and hospital charges (including emergency dental treatment to treat sudden pain only);
- b) the cost of returning **you** to the **UK** after a medical emergency;
- c) up to £2,000 for transport and accommodation expenses (including a daily allowance of £25 a day for meals, phone calls and travel) for one person who is a **UK** resident to stay with **you** or travel to and stay with **you** if we agree it is necessary and **you** have medical evidence to support this fact;
- d) a daily allowance of £25 a day for meals, phone calls and travel after **you** are discharged from hospital and before we bring **you** back to the **UK**; and
- e) up to £2,500 for funeral expenses abroad or for the cost of returning **your** remains to **your** home in the **UK**.

But not any claim arising directly or indirectly from:

- a) any pre-existing medical condition including anything caused by having one or more conditions listed under **circulatory problems** or heart problems (for example, a heart attack or stroke abroad will not be covered if **you** have high blood pressure as a **pre-existing condition**);
- b) treatment or help provided in the **UK**;
- c) non-emergency treatment, tests or surgery (including cosmetic surgery) that is not directly related to the illness or injury which causes **you** to go into hospital;
- d) surgery or medical treatment that the **medical adviser** believes is not essential and could wait until **you** return to the **UK**;
- e) treatment or help which the **medical adviser** believes was provided after **you** first became able to return to the **UK**;
- f) any treatment or help where, given **your** physical or mental condition **you** should not have travelled or it would have been reasonable for **you** to have consulted **your** medical practitioner, prior to the trip about whether or not it was appropriate to travel;
- g) an **anticipated event**
- h) the extra cost of single or private accommodation in a hospital or clinic;
- i) any expenses which **we** have not agreed to for inpatient treatment or bringing **you** home;
- j) medication which **you** need at the time of **your** departure and which **you** know **you** will have to continue abroad;
- k) dental work involving the use of precious metals;

- l) treatment or services provided by a spa, nursing home or rehabilitation centre;
- m) the standard of medical treatment **you** received from the **medical service provider**;
- n) the **medical service provider** not providing any necessary treatment;
- o) **you** not getting necessary emergency medical treatment; and
- p) the cost of any phone calls, other than those covered under B – Emergency Overseas Medical Expenses and C – Medical Expenses in the **UK** and the initial phone call to the **Assistance service**;
- q) any costs over £50 relating to extended parking fees, kennel or cattery costs as a result of a medical claim overseas where **your** return to the **UK** is delayed;
- r) The cost of any medical expenses in the Channel Islands if **you** live there;
- s) The policy **excess**.

Section 7 Travel continued

C Medical Expenses in the UK

If **you** become physically ill or are injured on a **journey** within the **UK**, **we will pay**:

- a) Up to £2,000 for the cost of transport and accommodation for one person to stay with **you** or travel to and stay with **you** if our medical adviser advises this.

But not

- i) if the person is not a **UK** resident;
- ii) more than £25 per day for meals, phone calls and travel;
- b) Up to £2,000 for **you** to be transferred by an ambulance to a hospital nearer **your** home; and
- c) Up to £1,000 to return **your** remains to **your** home if **you** die.

Exclusions which apply to C Medical Expenses in the UK

We will not pay:

- a) the cost of single or private accommodation in a hospital or clinic or any treatment or services provided by a health spa, nursing home or rehabilitation centre; or
- b) if **you** travel against medical advice.

D Cancelling a journey

We will pay you up to £5,000 for **your** personal accommodation and transport charges that **you** cannot get back from any other source (including up to £150 for excursion charges **you** paid before **your journey** in the UK.) if **you** cancel **your journey**:

- a) because of the death or serious injury or illness of **you**, a companion **your** travel depends on, a member of **your immediate family**, or a person abroad whose home **you** are intending to stay in;
- b) if **you** are called back to the **UK** as a witness in court or for jury service and a court official has refused to postpone it;
- c) if a relevant authority makes **you** stay at home following a serious burglary, fire, storm or flood damage to **your** home that happens within seven days of the start of **your journey**;
- d) if **you** are being made unemployed or having **your** contract ended early if **you** are self employed;
- e) if **your** pet dog or cat needs emergency life-saving treatment as a result of an accident or illness within seven days of the start of **your journey**;
- f) if as a member of the Armed Forces or the police, ambulance, fire or nursing service, **you** are needed for unexpected emergency duty or are posted overseas at the time of **your journey**;
- g) if **you** decide to abandon **your journey** after a delay of more than 12 hours from the specified time shown on **your** itinerary;
- h) if the Foreign and Commonwealth Office advises against 'all travel' to **your** intended destination during the period of **your journey**;
- i) if **you** are advised not to travel, for any reason, by **your** medical practitioner. The necessary supporting evidence (a **medical certificate**) will be required.

But not

- a) any claim arising directly or indirectly from any **pre-existing medical condition** including anything caused by having one or more conditions listed under the definition of **circulatory problems** or heart problems.
- b) **you** not having the correct passport or visa;
- c) the actions or failure of any transport or accommodation provider or their agent, or any person acting as **your agent** or **your** conference organiser;
- d) **you** not wanting to travel or not enjoying the **journey**;
- e) unemployment **you** knew about before **you** booked the **journey** or unemployment caused by your gross misconduct or performance related issues;
- f) if the transport operator or their agents refuse to transport **you**, a member of **your** immediate family or **your** travelling companion because they consider that **you** or they are not fit to travel.
- g) any treatment or help where, given **your** physical or mental condition **you** should not have travelled or it would have been reasonable for **you** to have consulted **your** medical practitioner, prior to the trip about whether or not it was appropriate to travel.
- h) an **anticipated event**
 - i) the failure of **your** tour operator, airline or travel agent;
 - j) claims related directly or indirectly to a medical condition of a member of **your immediate family** or travelling companion (whether they are travelling or not) who, at the time of booking the trip or purchasing this insurance, has been:
 - a hospital in-patient in the last 12 months or been put on a waiting list for hospital treatment; or
 - diagnosed with or had cancer in the last five years;

- k) the policy **excess**;
- l) claims arising from the withdrawal of an aircraft, cross-channel train or sea vessel from service (temporarily or permanently) on the recommendation or order of any government, civil aviation authority, port authority, rail authority or other similar authority in any country.

Please note the above exclusion does not apply:

- if **your** policy started before 18 June 2010 or **you** renew a policy that originally started before this date; or
- if **you** obtained **your** quote before 18 June 2010 and subsequently accepted that policy or **you** have renewed that policy.

E Curtailment (Cutting your journey short)

We will pay you up to £5,000 for **your** personal accommodation, transport charges and any other travel expenses that **you** have already paid or agreed to pay. (This includes up to £150 for excursion charges paid beforehand in the **UK**.) If **you** have to cut short **your journey**:

- a) because of the death, serious injury or illness of **you**, a companion **your** travel depends upon, a member of **your immediate family** or a person abroad whose home **you** are intending to stay in;
- b) if **you**, or a companion **your** travel depends upon are called back to the **UK** as a witness in court or for jury service and a court official has refused to postpone it; or
- c) if a relevant authority makes **you** return home following a serious burglary, fire, storm or flood damage to **your** home arising within seven days of the start of **your journey**.

Section 7 Travel continued

But not

- a) if **you** are travelling against medical advice or specifically to get medical treatment;
- b) if **you were** diagnosed with a terminal illness before **you** started **your journey**;
- c) if **you** book a **journey** when **you** know about a reason why **you** may have to cut it short;
- d) because **you** do not want to travel or not enjoying the **journey**;
- e) if the transport operator or their agents refuse to transport **you**, a member of **your immediate family** or **your** travelling companion because they consider that **you** or they are not fit to travel.
- f) any treatment or help where, given **your** physical or mental condition **you** should not have travelled or it would have been reasonable for **you** to have consulted **your** medical practitioner, prior to the trip about whether or not it was appropriate to travel.
- g) an **anticipated event**;
- h) because of weather conditions at **your journey** destination;
- i) any claim directly or indirectly caused by **pre-existing medical conditions**, including anything caused by having one or more conditions listed under **circulatory problems** or heart problems (for example, a heart attack or stroke causing a curtailment claim will not be covered if **you** have high blood pressure as a pre-existing condition);
- j) any claims not authorised by the **Assistance service** in advance;
- k) the **policy excess**.

F Personal Accident

We will pay you or **your** legal representatives one of the following benefits if **you** are physically injured on a **journey** and the injury is caused by violent, visible, external and accidental means only:

Benefit 1 – up to £10,000 if **your** injury leads to death or total and permanent loss of sight or physical loss of limb.

But not

more than £1,500 if **you** are under 16 at the time of the accident.

Benefit 2 – up to £25,000 if **you** are permanently disabled and cannot carry out any work whatsoever after two years from the date of the accident because of this injury.

We will not pay more than one benefit for the same incident.

G Delayed or missed departure

I. Delayed departure

If the transport **you** have checked in for is delayed at its departure point by at least 12 hours from the time shown in **your** travel itinerary, **we will pay**:

- a) £20 for the first 12 hours' delay and £10 for every following full 12 hours' delay (up to a maximum of £200); or
- b) Cancellation costs (see D – Cancelling a **journey**) if **you** decide to abandon the **journey** before leaving the **UK**, after the first 12 hours delay.

2. Missed departure

We will pay up to £600 for extra accommodation (room only) and transport costs that are necessary if **you** arrive at **your** departure point too late to board **your** booked transport because:

- a) the public transport taking **you** to **your** departure point is not running to time; or
- b) the private car taking **you** to **your** departure point is involved in an accident or breaks down.

But not

- a) **you** failing to check in at **your** departure point as instructed in **your** travel itinerary;
- b) if the delay is caused by industrial action, a strike or failure of public transport that is announced on television, news bulletins or in the press before **you** booked the trip, bought the travel tickets or got confirmation of **your** booking;
- c) if the private car taking **you** to **your** departure point was not roadworthy before breaking down;
- d) if **you** did not use public transport and **you** missed **your** departure because of heavy traffic or road closures;
- e) if **you** did not leave enough time to reach **your** departure point;
- f) the policy excess (part 2 only);
- g) claims arising from the withdrawal of an aircraft, cross-channel train or sea vessel from service (temporarily or permanently) on the recommendation or order of any government, civil aviation authority, port authority, rail authority or other similar authority in any country.

Please note the above exclusion does not apply:

- if **your** policy started before 18 June 2010 or **you** renew a policy that originally started before this date; or
- if **you** obtained **your** quote before 18 June 2010 and subsequently accepted that policy or **you** have renewed that policy.

H If you lose your passport

We will pay up to £250 for the cost of reasonable extra travel and accommodation abroad if **you** lose **your** passport while **you** arrange a replacement.

But not

if **you** do not report the loss to the Police or the British Consular representative within 24 hours of discovering it.

I Winter Sports

I. Equipment

We will pay up to £500 for loss or damage to **your** winter sports equipment while on **your** journey.

But not

- a) more than £250 for any one item, set or pair;
- b) loss or damage while left unattended unless it is in a recognised secure place;
- c) loss or damage unless within a locked vehicle which someone has broken into;
- d) equipment which is more than 5 years old;
- e) the policy excess.

Section 7 Travel continued

2. Replacement Items

We will pay up to £25 a day for the cost of hiring equipment if:

- your** own equipment is lost, stolen or accidentally damaged;
- your** own equipment is delayed by more than 12 hours during **your journey**.

But not

more than £300 in total.

3. Lost passes and fees

We will pay up to £250 for the unused part of passes, hire or tuition fees for which **you** cannot get a refund if:

- accident or sickness prevents **you** from continuing **your journey**;
- your** pass is lost or stolen;
- your** resort closes completely and **you** cannot travel to another ski area.

4. If the Piste closes

We will pay up to £25 a day for travel to another ski resort and another ski pass if the piste and all the ski lifts in **your** resort close for more than 24 hours.

But not

if **you** do not travel to another ski resort after **your** resort closes.

5. If departure from the resort is delayed

We will pay up to £20 a day for the cost of reasonable alternative accommodation and food if **your** departure is delayed as transport cannot reach **you** due to bad weather.

We will also pay up to £200 for alternative return transport to the **UK** if **you** cannot change **your** return travel tickets to the **UK** and have to buy others.

6. Injury or illness while skiing

See B – Emergency Overseas Medical Expenses.

Exclusions which apply to I – Winter sports

We will not pay for:

- any loss which take place outside the recognised skiing season in the ski resort where the incident happened;
- loss or damage unless **you** booked **your journey** before you left the **UK**;
- loss or damage for any winter sport other than:
 - on-piste snowboarding, skiing, snow-cat skiing, mono-skiing and ski bobbing;
 - ice skating and curling;
 - bobsleighting, luge, tobogganing and snow mobiling;
 - cross country skiing on locally recognised tracks; and
 - off-piste skiing and snowboarding with a qualified instructor;
- more than 22 days' winter sports cover in any one **period of insurance**;
- the policy **excess**.

J Disaster cover

We will pay up to £1,000 for the cost of necessary extra travel and accommodation to allow **you** to continue **your journey** or to return to the **UK** if **you** cannot continue **your trip**, if **you** cannot stay at **your** pre-booked and pre-paid accommodation because of:

- a) fire, lightning, explosion;
- b) earthquake, tidal wave or avalanche;
- c) storm, hurricane, flood; or
- d) medical epidemic or pandemic.

But not

- a) if **you** change **your** mind about travelling or continuing with **your** trip when the local or national authorities confirm that it is safe to stay;
- b) expenses **you** can recover from elsewhere;
- c) the policy excess.

General conditions which apply to Section 7 – Travel

1. **You** must be a **UK** resident and aged 64 or under at the start of **your journey**.
2. **You** must give us all the information (including original documents), and help we need at **your** own expense. This includes **medical certificates** and details of any other insurance that may cover a claim under this policy.
3. **You** must take all reasonable steps to prevent any loss, damage, injury or accident.
4. **You** must not book a **journey** if **you** have reason to believe it may be cancelled.
5. **You** must not book a **journey** if you are unemployed and are not registered for work with the employment service.

General Exceptions which apply to Section 7 – Travel

We will not pay for the following:

1. loss or damage because of travel to a destination where the Foreign and Commonwealth Office has advised against all travel;
 2. loss or damage because of the legal action of Customs or any government officials or authorities of any country;
 3. any claim caused by **you** committing suicide, deliberately injuring yourself, making yourself ill or putting yourself in needless danger, sexually transmitted diseases, alcohol or drugs or solvent abuse;
 4. any claim caused by drinking too much alcohol or alcohol abuse. **We do not expect you** to avoid drinking alcohol on **your journey** or holiday, but **we** will not cover any medical claims arising because **you** have drunk so much alcohol that **your** judgement is seriously affected;
 5. loss or damage because **you** climbed, jumped or moved from one balcony to another, regardless of the height of the balcony;
 6. loss or damage because of any manual work or professional entertaining;
 7. **you** driving a motor vehicle (including motor cycles up to 125cc) when disqualified or not licensed to do so;
 8. any claims and costs caused by **you** committing an illegal act that causes **you** to be charged by the Police or local authorities, including but not limited to, being arrested for being drunk or fighting;
 9. any losses that are not directly associated with the incident that caused **you** to claim. For example, loss of earnings due to being unable to return to work following an injury or illness happening while on a trip or the cost of replacing locks in the event that keys are lost while on a trip;
10. **you** taking part in any of the activities listed below:
 - a) Biking including endurance riding, mountain biking and Quad biking;
 - b) Motor cycling over 125cc (Helmets must be worn by all riders and the correct UK licences must be held);
 - c) Riding on a bobsleigh, luge, toboggan or skeleton;
 - d) Bullfighting or bull-running;
 - e) Climbing, including but not limited to canyoning; mountaineering, pot holing, rock or cliff climbing;
 - f) Diving, including but not limited to cave diving, diving with sharks, high diving, scuba diving (any form of underwater swimming or sub-aqua activity below a depth of 30 metres or any underwater breathing equipment other than a snorkel, unless **you** are a qualified diver or **you** are accompanied by a qualified instructor);
 - g) Football, American football and Gaelic football (all in an organised team);
 - h) Flying (except as a fare-paying passenger) or any other airborne activities including ballooning, gliding, hang-gliding, micro-lighting, parachuting, paragliding, parasailing, parasailing and sky diving;
 - i) Horse riding, horseracing, horse-eventing, hunting, rodeo, Polo and show jumping;
 - j) Ocean sailing (in international waters);
 - k) Martial arts, karate;
 - l) Ski-flying, ski-acrobatics, ski-jumping, ski-racing, skiing off-piste, snow boarding, snow-carting and skiing against local authorities' warnings or advice;
 - m) Organised sports team activities such as hockey and hurling;
 - n) Rugby;
 - o) Wrestling;
 - p) Any other extreme or hazardous sport or activity not listed above.

Exclusions that apply to sections 1 to 4, 6 and 7 of the policy

This policy does not cover claims arising from the following:

1. Radioactive contamination

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

- a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

2. War risks

Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.

3. Sonic bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

4. Existing damage

Any loss or damage that happened before cover started.

5. Pollution or contamination

Any expense, legal liability, or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leaking from any fixed heating installation or from any domestic appliance in your home during the period of insurance.

6. Failure of computers and electrical equipment

Damage or loss directly or indirectly due to:

- a) any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date; or
- b) computer viruses.

7. Terrorism

Any expense, legal liability, or any loss or damage to property directly or indirectly caused by terrorism. Terrorism is defined as any person or people, whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

NB: This exclusion does not apply to B – Emergency medical and travel expenses abroad, C – Emergency medical expenses in the UK or to F – Personal Accident of Section 7 – Travel insurance, except where nuclear, chemical or biological weapons, devices or agents are used.

8. Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you or any member of your family, paying guest or tenant, or anyone lawfully in the home.

Claims conditions

1. Reporting a claim

When **you** find out about the possibility of a claim under this policy, you must tell us as soon as reasonably possible.

2. Loss or damage claims

For any loss or damage claim **you** must do the following:

- a) At **your** expense, provide us with any information and evidence we ask for, including written estimates and proof of ownership or value; and
- b) Immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion, or if any property has been lost outside **your** home.

3. Liability claims

For any liability claim **you** must:

- a) send us any letter, claim, writ or summons in connection with the claim or potential claim as soon as **you** receive it; and
- b) not admit, deny, negotiate or settle a claim without our written consent.

We may take over, defend or settle the claim, or take up any claim in **your** name for our own benefit. **You** must give us all the information and help we need.

4. Abandonment

You cannot abandon any property to us.

5. Enforcing your rights

You, or anyone else claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, we can take over and conduct in **your** name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for them to achieve a settlement.

6. Other insurances

We will not pay:

If you have cover under any other insurance policies unless the cover provided by those policies is exhausted.

Your information

Who we are

Direct Line Home Insurance Plus is **underwritten** by U K Insurance Limited.

You are giving **your** information to U K Insurance Limited who is a member of The Royal Bank of Scotland Group (The Group).

In this Information statement 'we' 'us' and 'our' refers to U K Insurance Limited unless otherwise stated.

For information about our Group of companies, please visit www.rbs.com and click on 'About Us', or for similar enquiries please phone 0131 556 8555 or textphone 0845 900 5960.

Your electronic information

If **you** contact **us** electronically, **we** may collect **your** electronic identifier (for example, internet protocol (IP) address or phone number supplied by **your** service provider).

How we use your information and who we share it with

We will use **your** information to manage **your** insurance policy, including underwriting and handling claims. This may include giving it to other insurers, third-party underwriters and reinsurers.

Your information comprises all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties. **We** may use and share **your** information with other members of the Group to help **us** and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with **you**;

- understand our customers' needs; and
- develop and test products and services.

We do not give **your** information to anyone outside the group except:

- when **we** have **your** permission;
- where **we** are allowed or must do so by law;
- to credit reference and fraud prevention agencies and other companies that provide a service to **us** or **you**; or
- when **we** may transfer rights and obligations under this agreement.

We may transfer **your** information to other countries. If **we** do this **we** will make sure that anyone **we** pass it to provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time **we** may change the way **we** use **your** information.

Where **we** believe **you** may not reasonably expect such a change, **we** will write to **you**. If **you** do not object to the change within 60 days, **you** agree to that change.

Sensitive information

Some of the personal information **we** ask **you** for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about **your** health or criminal convictions).

We will not use such sensitive personal information about **you** or others except for the specific purpose **you** provide it for and to provide the services described in **your** policy documents.

You will have been asked to agree to this when **you** first contacted **us** but please make sure **you** only provide **us** with sensitive information about other people with their agreement.

Your information continued

Dealing with other people

It is **our** policy to deal with **your** husband, wife or partner who calls us on **your** behalf, as long as they are named on the policy. If **you** would like someone else to regularly deal with **your** policy on **your** behalf, please let us know. In some exceptional cases we may also deal with other people who call on **your** behalf, with **your** permission. If at any time **you** would prefer us to deal only with **you**, please let us know.

Credit Reference agencies

To assess **your** insurance application and the terms on which the cover may be offered, we may obtain information about **you** from credit reference agencies to check **your** credit status and identity.

The agencies will record our enquiries. This will not affect **your** credit standing.

Fraud-prevention and detection

Please take time to read the following as it contains important information relating to the details **you** have given or should give to **us**. **You** should show this notice to anyone whose data has been supplied to **us** in connection with **your** policy.

To prevent and detect fraud we may at any time:

- Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998.
- Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this.

We, and other organisations may also use and search these agencies and databases from the UK and other countries to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household:
- trace debtors or beneficiaries, recover debt, prevent fraud, and to manage **your** accounts or insurance policies; or
- check **your** identity to prevent money laundering, unless **you** provide us with other satisfactory proof of identity.

Law enforcement agencies may access and use this information.

We, and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if **you** would like a copy of **your** information held by them. Please contact **us** at the address below. The agencies may charge a fee.

If **you** would like a copy of the information we hold about **you**, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting **your** reference. A fee may be payable.

Important information

Your right to cancel

If, after buying **your** policy, **you** decide that the cover does not meet **your** needs contact us on **0845 246 8585** within 21 days of receiving **your** documents or of the start date of the policy (whichever is later) and we will refund any premium **you** have paid, less an administration fee as shown in **your** Schedule, providing that **you** have not made any claim.

If **you** cancel **your** policy after that time we will refund any premium paid for the remaining **period of insurance** less an administration fee, as shown in **your** Schedule, providing that **you** have not made any claim during the current **period of insurance**.

Policy renewal

If **you** decide not to renew **your** policy contact us within 21 days of receiving **your** renewal documents or of the start date of the new **period of insurance** (which ever is later) and we will refund any premium **you** have paid, providing that **you** have not made any claim during the current **period of insurance**.

If **you** cancel **your** policy after that time we will refund any premium paid for the remaining **period of insurance** less an administration fee, as shown in **your** Schedule, providing that **you** have not made any claim during the current **period of insurance**.

How to make a Home Insurance claim

To make a claim, phone **0845 303 5680**.

How to make a Home Emergency claim

To make a claim, phone **0845 303 5681**.

How to make a Travel Insurance claim

To make a claim, phone **0845 026 0246**.

24-hour Emergency Travel Medical Assistance

In USA and Canada call toll free, **1 877 350 6968**.

In Central and South America and Caribbean, call collect (Canada) **905 816 2565**.

From anywhere else in the world, phone **01252 576 150**.

How to make a Family Legal Protection claim

To make a claim, phone **0845 601 2945**.

How to complain

If **you** need to complain, please call us on our priority number **0845 303 5680**.

If **your** complaint is about a claim, contact **your** claims handler whose details will be shown in **your** claim documents. If **you** want to complain in writing, send **your** letter to one of the following:

- a) For complaints about claims, write to the Regional Customer Service Manager at the address shown in **your** claim documents.
- b) For all other complaints, write to the Customer Relations Manager at Churchill Court, Westmoreland Road, Bromley BR1 1DP.

If we cannot resolve the differences between **you** and **us**, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

The address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, phone **0845 080 1800**.

Important information continued

Details about our regulator

U K Insurance Limited are authorised and regulated by the Financial Services Authority. Registration number 202810.

You can visit the Financial Services Authority's website, which includes a register of all regulated firms, at **www.fsa.gov.uk**.

Or **you** can phone the Financial Services Authority on **0845 606 1234**.

Under the Financial Services and Markets Act 2000, should **the company** be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, Insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme **www.fscs.org.uk**.

Meeting your needs

We have not given **you** a personal recommendation as to whether this policy is suitable for **your** needs.

Your Fixed Sum Credit Agreement

Your right to cancel your credit agreement

If you have chosen to pay by instalments, you may cancel your credit agreement within 14 days of receiving it. If you would like to cancel your credit agreement please call us on **0845 303 5680** or write to us at the address shown on your documents. If you cancel your agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to end the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be terminated; any refunds will be paid pro rata unless there is a claim, when the full premium will be due.

You must return your certificate of motor insurance, if applicable, within seven days of the cancellation date.

We may terminate your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this agreement.

If you have a complaint about your credit agreement you should refer to the 'how to complain' section of this policy booklet.

English law applies to your Fixed Sum Credit Agreement and courts in England or Wales may deal with disputes in connection with this agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this agreement. We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

Moving house? Home improvements? Please keep us up-to-date

As your home life changes, it's essential to make sure your home insurance changes with it.

So, please tell us if any of the following happens:

- **You move house.** It only takes us a couple of minutes to change your policy to cover your new home.
- **You carry out major improvements.** We'll make sure you have the appropriate cover for your needs.
- **You buy anything particularly valuable,** like jewellery, art or antiques, and we'll specify these items on your schedule for complete peace of mind.

To keep us up-to-date

Call: 0845 303 5680

Lines are open between 8am and 9pm, Monday to Friday, between 9am and 5pm on Saturday, and between 10am and 5pm on Sunday.





Car Insurance

0845 246 5246



Breakdown Cover

0845 246 8378



Life Insurance

0845 246 0335



Critical Illness

0845 246 8249



Home Insurance

0845 246 0104



Pet Insurance

0845 246 8246



Travel Insurance

0870 730 3160

Or buy online at

directline.com

Direct Line shall also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ. Company No. 1179980. Direct Line insurance policies are underwritten by U K Insurance Limited. Home Response 24 insurance is not available in Northern Ireland. Life and Critical Illness insurance are provided by Direct Line Life Insurance Company Limited. U K Insurance Limited and Direct Line Life Insurance Company Limited are authorised and regulated by the Financial Services Authority. Calls may be recorded.



direct line