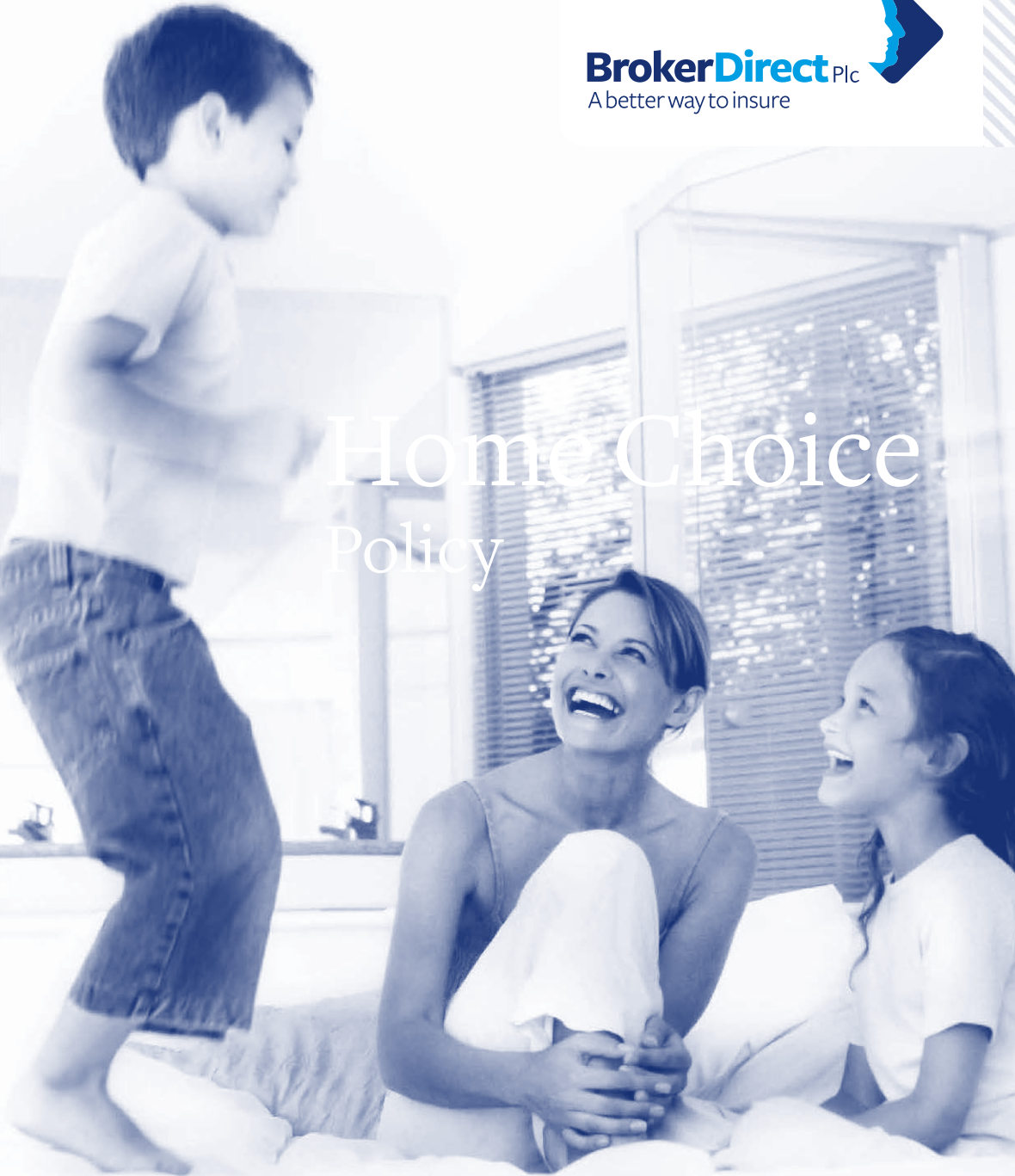


BrokerDirect Plc
A better way to insure



Home Choice Policy



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Your Home Insurance

Broker Direct's **HomeChoice** Insurance policy is designed to provide complete peace of mind for homeowners. It is:

- underwritten by a leading UK insurance company
- arranged only by independent professional insurance brokers acting for *you*
- serviced by *our* UK-based claims and premium administration

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

Your policy provides the Covers for the period of insurance shown on the Schedule, subject to *you* having paid or agreed to pay the premium to *us*.

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

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

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

This policy is marketed and serviced by Broker Direct Plc and is underwritten by Royal & Sun Alliance Insurance plc.

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

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. These details can be checked on the Financial Conduct Authority's register by contacting www.fca.org.uk/register or by contacting them on **0800 111 6768**.



Your Home Policy Documents

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

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

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

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

Statement of Facts – This records the information on which this contract of insurance is based (a new Statement of Facts will be sent to *you* whenever *your* broker processes a change to this information, and at renewal).

Remember, *you* must tell *us* if this information changes. If *you* do not, *your* policy may not be valid and *we* may not pay any claims *you* make.

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

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

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

Definitions

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

We/us/our – the authorised insurers, named on the Schedule (Broker Direct Plc will administer the policy and handle claims on behalf of the authorised insurers).

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

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

Buildings – the main structure of *your home*, including:

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

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

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

- *valuables*;
- satellite television receiving equipment and television and radio aerials;
- *money*;
- office equipment used for *your* business, profession or trade but not including tools of trade;
- oil or metered water;
- prams, pushchairs and wheelchairs (including accessories permanently fitted);

but not:

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

Excess – the first amount of any claim for which *you* are responsible.

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

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

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

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

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

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

Heave – upward and/or lateral movement of the site on which *your buildings* stand caused by swelling of the ground.

Landslip – downward movement of sloping ground.

Subsidence – downward movement of the site on which *your buildings* stand by a cause other than the weight of the *buildings* themselves.

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

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

Unoccupied – not permanently lived in by *you* (or by a person authorised by *you*) for more than 30 days in a row; or – without enough furniture for normal living purposes for more than 30 days in a row.

Valuables – any articles of gold, silver or other precious metal, jewellery, precious stones, watches, furs, pictures or other works of art, collections of stamps or coins.

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

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

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



Home Buildings Cover

This part of the policy sets out the cover **we** provide for the **buildings** caused by sudden and unexpected loss of or physical damage to the **buildings** as a result of events 1 to 15 (and 16 if “**buildings** including **accidental damage**” is shown on **your** Schedule), unless the Schedule states “Not insured.

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

N.B. **we** do not cover 3, 4, 5, 6, 12 (and 16 if included) when **your home** is **unoccupied**.

What is Covered

Damage to the **buildings** caused by the following:

1. Fire, lightning, explosion, earthquake or smoke.
2. Storm or flood.
3. Theft or attempted theft.
4. Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.

Trace and access: the cost of removing then repairing or reinstating any part of the **buildings** when this is necessary to find the source of a water leak from any fixed water system or appliance which is causing damage to the **buildings**.

5. Riot, civil commotion.
6. Malicious acts or vandalism.

What is Not Covered

1. Damage by smoke from air pollution.
2. Damage by frost.
Damage to fences, hedges or gates.
Damage caused by rising groundwater levels.
3. Damage when **your home** is lent, let or sub-let to anyone other than **your family**, unless force and violence have been used to get into or out of **your home**.
4. Damage to the appliance or system from which the water or oil escapes unless freezing causes the damage.
Damage caused by sulphate reacting with any material, from which the **buildings** are constructed.
Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of the **buildings** or of the land belonging to **your home**.
In respect of trace and access, any amount above the **limit** shown in the Endorsements.
6. Damage when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence have been used to get into or out of **your home**.

What is Covered

7. *Subsidence* or *heave* of the site on which the *buildings* stand or of land belonging to *your home*, or *landslip*.

What is Not Covered

7. Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless the main house is damaged by the same cause and at the same time.
Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of the *buildings* are damaged by the same cause and at the same time.
Damage caused by structures bedding down or settlement of newly made up ground.
Damage caused by the coast or a riverbank being worn away.
Damage caused by or from demolition, alteration or repair to *your home*.
Damage caused by sulphate reacting with any materials from which the *buildings* are constructed.

8. Falling trees or branches.

8. Damage to fences, hedges or gates.
Damage caused during tree felling, lopping or topping.

9. Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.

9. The items causing the damage (but see *contents* definition).

10. Impact involving *vehicles*, aircraft or anything dropped from them, or animals.

In addition *you* are covered for the following:

11. *Accidental* breakage of drains and pipes and *accidental* damage to cables and underground tanks which are used to provide services to or from *your home* and for which *your family* is legally responsible.

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

What is Covered

11. If following a blockage, normal methods of releasing a blockage between the main sewer and *your home* are unsuccessful, **we** will pay the cost of breaking into and repairing the pipe.

What is Not Covered

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

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

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

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

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

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

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

12. The replacement cost of any other part of the item.

13. Fees and related costs incurred in repairing or replacing damaged parts of the *buildings*, provided the damage is covered under *your* policy and subject to *our* prior agreement.

We will pay for:

- architects, engineers, surveyors and legal fees;
- the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the *buildings*;
- the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the *buildings* are repaired or replaced.

13. Any fees and costs **you** have to pay for preparing or furthering any claim.

Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the *buildings*.

What is Covered

14. Cover while *you* are selling *your home*.
If between the date *you* exchange contracts and the date *you* complete the sale, the *buildings* are damaged by anything insured under causes 1-12 above (and 16 below if included) of this Cover, the buyer shall be entitled to the benefit of this Cover once the sale has been completed.

15. If *your home* is uninhabitable as a result of insured damage to the *buildings* caused by 1-12 above (and 16 below if included), *we* will pay:

- the additional cost of similar short-term accommodation for *you* and *your family* and also for any pets living with *you*;
- rent *you* would have received but have lost including ground rent.

What is Not Covered

14. This Cover does not apply if insurance of the *buildings* of *your home* has been arranged by or for the buyer.

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

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

Any costs *you* agree to pay without *our* written permission.

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

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

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

16. *Accidental* damage to the *buildings*.

16. Damage when *your home* is lent, let or sub-let to anyone other than *your family*.

Damage caused by rising groundwater levels.

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

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

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

Damaged caused by or from demolition, alteration or repair to *your home*.

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

Legal Liability

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

What is Covered

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

What is Not Covered

17. Anything owned by or the legal responsibility of *you* or *your family*.
- Injury, death, disease or illness to or of *you* or *your family* (other than *your* domestic employees who normally live with *you*).
- Liability arising from any employment, trade, profession or business of *you* or *your family*.
- Liability accepted by *you* or *your family* under any agreement, unless the liability would exist without the agreement.
- Liability covered by any other policy.
- Any amount above the *limit* shown in the Endorsements plus defence costs agreed by *us* in writing.

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

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

18. Any private residence previously owned and occupied by *you* in which *you* still hold legal title or have an interest.
- Any incident which happens more than 7 years after the last day of the last insurance period in respect of any private residence previously insured by *us* and owned and occupied by *you*.
- Anything owned by or the legal responsibility of *you* or *your family*.
- Injury, death, disease or illness to or of *you* or *your family* (other than *your* domestic employees who normally live with *you*).
- Liability arising from any employment, trade, profession or business of *you* or *your family*.
- Liability accepted by *you* or *your family* under any agreement, unless the liability would exist without the agreement.
- Liability covered by any other policy.
- Any amount above the *limit* shown in the Endorsements plus defence costs agreed by *us* in writing.
-

Home Contents Cover

This part of the policy sets out the cover **we** provide for the **contents** unless the Schedule states “Not insured”. Every cover is subject to an **excess**, which is set out on the Schedule. Where cover is subject to a **limit**, the **limit** is set out in the Endorsements to the Schedule: otherwise the maximum amount to be paid is the sum insured less any applicable **excess**.

N.B. **We** do not cover 3, 4, 5, 6, 14, 15, 16 (and 17 if included) when **your home** is **unoccupied**.

What is Covered	What is Not Covered
Loss of or damage to the contents of your home caused by the following:	In respect of contents in the open and contents in any garage or out-building, any amount above the relevant limit shown in the Endorsements.
1. Fire, lightning, explosion, earthquake or smoke.	1. Damage by smoke from air pollution.
2. Storm or flood.	2. Damage caused by rising groundwater levels.
3. Theft or attempted theft.	3. Contents in any garage or outbuilding unless force and violence have been used to get into or out of the buildings . Loss or damage while your home is lent, let or sub-let to anyone other than your family unless force and violence have been used to get into or out of the buildings . Loss by deception unless the only deception was someone tricking their way into your home . Loss of money (i) unless force and violence have been used to get into or out of the buildings ; and (ii) any amount above the limit shown in the Endorsements. Loss or damage while your home is used to receive visitors or paying guests in connection with your business .
4. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	4. Damage to the appliance or system from which the water or oil escapes.
5. Riot, civil commotion.	

What is Covered	What is Not Covered
6. Malicious acts or vandalism.	6. Loss or damage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless force and violence have been used to get into or out of the <i>buildings</i> .
7. <i>Subsidence</i> or <i>heave</i> of the site on which the <i>buildings</i> stand or of land belonging to <i>your home</i> , or <i>landslip</i> .	7. Damage caused by solid floors moving unless the foundations of the outside walls of the <i>buildings</i> are damaged by the same cause and at the same time. Damage caused by structures bedding down or settlement of newly made up ground. Damage caused by the coast or a riverbank being worn away. Damage caused by or from demolition, alteration or repair to <i>your home</i> .
8. Falling trees or branches.	8. Damage caused during tree felling, lopping or topping.
9. Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.	9. The items causing the damage (which are otherwise subject of Home Contents Cover).
10. Impact involving <i>vehicles</i> , aircraft or anything dropped from them, or animals.	
In addition, <i>you</i> are covered for the following:	
11. <i>Accidental</i> damage to TV, satellite, video, audio entertainment equipment and computer equipment in <i>your home</i> .	11. Damage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> . Damage by water entering <i>your home</i> other than by storm or flood. Damage to laptop computers, computer software, handheld computers or electronic toys. Damage to laptop computers, mobile phones, computer software, handheld computers, electronic toys, musical instruments, records, tapes, discs, CDs, DVDs and computer games.

What is Covered	What is Not Covered
<p>12. Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of your furniture.</p>	<p>12. The replacement cost of any part of the item other than the broken glass. Breakage while your home is lent, let or sub-let to anyone other than your family.</p>
<p>13. Accidental loss of keys to the doors of your home or to safes and alarms in your home. At our option we will pay for:</p> <ul style="list-style-type: none"> - buying new keys; or - changing parts of the locks; or - replacing the locks. 	<p>13. Any amount above the limit shown in the Endorsements.</p>
<p>14. Accidental loss of metered water, liquid petroleum gas or oil at your home.</p>	<p>14. Loss by any cause listed in the Home Contents Cover and which is excluded specifically under that cause. Any amount above the limit shown in the Endorsements.</p>
<p>15. The cost of replacing food in a freezer in your home which has been spoiled by an accidental change in temperature in your freezer.</p>	<p>15. Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to your home. Any amount above the limit shown in the Endorsements.</p>
<p>16. If your home is uninhabitable as a result of insured damage to contents caused by 1-10 above (and 21 below if included), we will pay the additional cost of similar short-term accommodation for you or your family and also for any pets living with you.</p>	<p>16. Any costs you or your family would have to pay once your home becomes habitable again. Any costs you or your family agree to pay without our written permission. The cost of alternative accommodation for anyone who is not a member of your family. Any amount above the limit shown in the Endorsements.</p>

What is Covered

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

17. *Accidental* damage to the *contents* inside the *buildings of your home* and belonging to *you* and *your family*.

What is Not Covered

17. Damage to clothing.
Deterioration of food.
Damage when *your home* or any part of *your home* is lent, let or sub-let to anyone other than *your family*.
Damage caused by rising groundwater levels.
Damage which is excluded elsewhere in the Home Contents Cover.



Legal Liability

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

What is Covered	What is Not Covered
<p>18. The legal liability of <i>you</i> or <i>your family</i>:</p> <ul style="list-style-type: none">- as occupier of <i>your home</i>;- as individuals;- as an employer of any of <i>you</i> or <i>your family</i>'s domestic employees; <p>to pay damages and costs to others which arise from any single event occurring during the insurance period which results in:</p> <ul style="list-style-type: none">- accidental death, disease, illness or accidental physical injury to anyone;- accidental damage to physical property.	<p>Liability for anything owned by or the legal responsibility of <i>you</i> or <i>your family</i>.</p> <p>Liability for injury, death, disease or illness to <i>you</i> or <i>your family</i> (other than <i>your</i> domestic employees who normally live with <i>you</i>).</p> <p>Liability arising from any employment, trade, profession or business of <i>you</i> or <i>your family</i>.</p> <p>Liability arising from <i>you</i> or <i>your family</i> passing on any disease or virus.</p> <p>Liability arising from the ownership or use of:</p> <ul style="list-style-type: none">- any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs), whether licensed for road use or not;- any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models);- gliders, hang-gliders, caravans or trailers;- land or buildings. <p>Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</p> <p>Liability accepted by <i>you</i> or <i>your family</i> under any agreement, unless such liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p> <p>Any amount above the limit shown in the Endorsements plus defence costs agreed by <i>us</i> in writing.</p>
<p>19. Tenants Cover – if <i>you</i> are the tenant of <i>your home</i>, we will pay for loss or damage caused by events 1-6 and 8-13 under the Home Buildings Cover to any:</p> <ul style="list-style-type: none">- fixtures and fittings, greenhouses and sheds <i>you</i> have installed at <i>your home</i> and for which <i>you</i> are responsible;- part of the structure, decorations, fixtures and fittings of <i>your home</i> for which <i>you</i> are responsible as a tenant under a tenancy agreement.	<p>19. Loss of or damage to gates, hedges and fences.</p> <p>Any amount above the limit shown in the Endorsements.</p>

Personal Possessions and Money Cover

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

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

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

What is Covered

Accidental loss of or physical damage to unspecified and specified **personal possessions** and **money** occurring in or in transit between parts of the United Kingdom or whilst temporarily (for not more than 60 consecutive days) anywhere else in the world and whilst in the custody and control of *you* or *your family*.

What is Not Covered

Theft from an unattended motor **vehicle** unless the **vehicle** was locked securely and the property was hidden in a glove or luggage compartment.

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

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

Theft of pram, pushchair or wheelchair accessories, unless they are stolen with the pram, pushchair or wheelchair.

Loss of or damage to:

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

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

Loss by deception.

Loss or damage occurring in *your home* other than as provided by Home Contents Cover 17 if this is not included.

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



General Exceptions which Apply to the Whole of Your Policy

We will not pay for the following:

1. Any reduction in value.
2. Any losses which are not the direct and immediate result of the actual damage claimed for, unless stated expressly in this policy.
3. Any incident which happens outside any period of insurance of this policy.
4. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
5. Loss of or damage to any items used in connection with any business, trade or profession except office equipment in *your home* or items insured as specified *personal possessions*.
6. Any legal liability resulting from any business, trade or profession.
7. Any claim resulting from:
 - deliberate or criminal acts by *you* or *your family*;
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, climatic or atmosphere conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - electrical, electronic, or mechanical fault or breakdown;
 - faulty design materials or workmanship;
 - delay, confiscation or detention by customs or other officials;
 - aircraft travelling at supersonic speeds;
 - the failure of computer or electronically-controlled equipment to recognise any date as the true calendar date;
 - computer viruses;
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - war, revolution or any similar event;
 - pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.
8. We will not pay for any claim arising directly or indirectly from an act of terrorism. In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

General Conditions which Apply to the Whole of Your Policy

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

1. **You** may cancel the policy at any time by telling **your** insurance broker (Cancellation can not be back-dated). **We** may also cancel the policy where **we** have identified serious grounds, such as;
 - failure to provide use with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
 - the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
 - the use of foul or abusive language;
 - nuisance or disruptive behaviour.

We will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice.

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

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

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

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

Channel Islands or the Isle of Man, the law whichever of those two places in which **you** live.

We and **you** have agreed that legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

3. **You** must tell **us** immediately about any changes in the information recorded on the Statement of Facts. The relevant information includes the rebuilding costs and reinstatement costs of the property insured, the occupancy and use of **your home, your** occupation; as specified on the Statement of Facts. **You** must tell **us** if **you** or any member of **your family** has received a conviction for any offence except for driving. Failure to tell **us** about such changes may invalidate **your** insurance. If **you** have any doubt as to whether to inform **us** about changes, please consult **your** insurance broker.
4. If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell **us** before the next renewal date **we** will not renew it.
5. If **you** fail to pay an instalment when due **you** will be advised that the policy will be cancelled if it is not paid within at least 7 days. Upon cancellation **you** remain liable for any outstanding balance and **we** will write to **you** to request immediate settlement of any amount due.
6. **You** must maintain **your** property in good, working condition.
7. **We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

Claim Conditions and How We Settle Claims

How to make a claim

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide. When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water. Claimline **01204 600346** for immediate help and assistance. Please have **your** policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information and/or **we** may wish to arrange a visit and inspection.

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

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** and **your family** comply with all policy conditions and **you** should familiarise yourself with any requirements. Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet. Claims conditions require **you** to provide **us** with any assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your home** and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage

- Details of the loss or damage together with claim value if known
 - Police details where applicable
 - Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses
- This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:
- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre purchase surveys, or plans or deeds of **your** property.
 - Purchase dates and location of lost or damaged property
 - For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

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

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Preferred Suppliers

We take pride in the claims service **we** offer to **our** customers. **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions. Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay **our** customer a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

Claims Conditions

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

1. *You* must do all *you* can to prevent and reduce any costs, damage, injury or loss.
2. *You* must tell *us* about any loss, damage or liability as soon as possible and give *us* all the information and help *we* may need, including proof of claim at *your* expense. *We* will decide how to settle or defend a claim and may pursue proceedings in the name of any person covered by *your* policy, including proceedings for recovering any claim payment.
3. *You* must report any loss, theft, attempted theft or malicious damage to the police immediately.
4. If someone is holding *you* responsible for damage to their property or bodily injury to them, *you* must tell *us* immediately and send *us* immediately on receipt any writ, summons, letter of claim or other relevant documents.
5. If a claim is fraudulent or false in any way, *we* will not make any payment and all cover will end and *we* will be entitled to recover from *you* any payment made already in respect of the claim.
6. If *you* claim under this policy for something which is also covered by another insurance policy, *you* must provide *us* with full details of the other insurance policy. *We* will only pay *our* share of any claim.

How We Settle Property Claims

We will decide whether to repair, replace, or pay for property which is lost or damaged. When *we* settle *your* claim *we* will deduct the *excess* shown on the Schedule. The maximum amount which *we* shall be liable to pay is the relevant sum insured less any *excess* and subject to any *limit* applicable.

Non-replacement Clause

In the event that *we* agree on request to settle by payment to *you* a claim for loss of or damage to property insured which otherwise could be settled by

replacement of the property, the amount payable will be based on the lesser of the cost to *us* of replacing the property or the *market value* of the property.

In the event that the property insured can not be described adequately to allow for accurate replacement, settlement of any claim for loss of the property will be settled on the basis of an assessment of the *market value* of the property.

Non-repair Clause

In the event that *we* agree on request to settle by payment to *you* a claim for damage to property insured which otherwise could be settled by repair of the property, the amount payable will be the cost to *us* of repairing the property less any VAT payable on any labour element of such repair.

In the event that it is either impossible or uneconomic to repair or reinstate the *buildings*, settlement will be based on *market value*.

Underinsurance and Wear and Tear

In the event that the sum insured for *buildings* represents less than 85% of the full cost of rebuilding the *buildings* at the date of damage, the amount payable under this policy in respect of any claim for damage to the *buildings* will be reduced to the proportion of the amount payable which the sum insured bears to the full cost of rebuilding, before the application of any *excess*.

In the event that the sum insured for *contents* represents less than 85% of the full cost of replacing the *contents* as new at the date of the damage, the amount payable under this policy in respect of any claim for *contents* will be reduced to the proportion of the amount payable which the sum insured bears to the full cost of replacement as new, before the application of any *excess*.

We will deduct an amount for wear and tear on:

- clothing and household linen which cannot be repaired;
- electrical goods more than 5 years old.

Customer Care

Complaints Procedure

Our Commitment to Customer Service

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

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

How to contact us

Telephone: **01204 600200**

Post:

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

We then promise to:

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

We aim to resolve *your* concerns within 24 hours. Experience tells *us* that most difficulties can be sorted *our* within this time.

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

If you are still not happy

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

Post:

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

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

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

Website: www.financial-ombudsman.org.uk

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

Thank you for your feedback

We value *your* feedback and at the heart of *our* brand *we* remain dedicated to treating *our* customers as individuals and giving them the best possible service at all times. If *we* have fallen short of this promise, *we* apologise and aim to do everything possible to put things right.

Financial Services Compensation Scheme (FSCS)

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

How Broker Direct Plc and your insurer use your Information

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

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

Purposes and Processing

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

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

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

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

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

What we process and share

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

- Name, date of birth, residential address and address history
- Contact details such as email address and telephone numbers
- Financial and employment details

- Identifies assigned to *your* computer or other internet connected device including *your* Internet Protocol (IP) address
- Health or criminal conviction information
- *Vehicle* or household details.

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

Sensitive Information

Some of the information Broker Direct or *your* insurer ask for may be sensitive personal data, as defined in Data Protection Legislation (such as information about health or criminal convictions).

We will not use such sensitive personal data about *you* or others except for the specific purposes for which *you* provide it and to carry out the services described in *your* policy documents. Please ensure that *you* only provide sensitive information about other people with their explicit consent.

Who may receive your Data

Broker Direct Plc and *your* insurer may use and share *your* information with other group companies, including fraud prevention and credit reference agencies, to help *us* and them:

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

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

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

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

Data Retention

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

Data Transfers

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

Your Rights

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

- Object to *our* processing of *your* data;
- Request that *your* personal data is erased or corrected;
- Request access to *your* personal data and date portability;
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

For more information or to exercise *your* data protection rights, please contact details provided.

Automated Decisions

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

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

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

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

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

Fraud Prevention

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

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

Claims History

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

How To Contact Us

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

BrokerDirect Plc
A better way to insure



In the event of
a claim please call
01204 600346