

# Clearchoice Home insurance policy

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# **About Your Policy**

## Understanding and using your policy

This section 'About **your** policy' does not form part of the legal contract between **you** and **us**. It includes information which will help **you** to understand and use **your** policy.

Insurance policies can be difficult to understand so **we** have tried to make this policy easy to read. Some words have a special meaning in **your** policy and these are listed and explained on pages 9 to 13 'Words with special meanings'. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

**Your** policy is in two parts – the policy wording and the schedule.

The policy wording explains what is and what is not covered, how **we** settle claims and other important information.

The schedule shows which sections of the policy wording apply, the limits to the cover and the premium. Please keep **your** schedule with the policy wording.

**We** will send **you** a new schedule whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs.

Once **you** have received **your** policy **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can send back **your** documents and ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium, as long as no claim has been made.

Remember to keep your sums insured (which are shown on your schedule) up to date.

If you have selected **buildings** insurance, you should increase your sum insured if you extend or make improvements to your home, such as installing double glazing, adding a fitted kitchen or conservatory.

If you have selected **contents** and **personal belongings** insurance, your cover is for replacement as new. Remember to keep **your** sums insured up to date when **you** buy new items. Items such as jewellery, articles of precious metal, clocks, watches, paintings, works of art, antiques and stamp, medal and coin collections often change in value. These changes are not reflected in the indices used for inflation protection and **you** should make certain that these items are insured for the correct amount at all times

If you have any questions please contact us. The telephone numbers are shown on your schedule.

# How to make a complaint

We're sorry if things don't go as you expect. By letting us know, we can work with you to understand what's happened and put it right.

We promise to:

- acknowledge your complaint promptly
- investigate your complaint quickly and thoroughly
- keep you informed of progress
- do everything we can to resolve your complaint fairly
- ensure you're clear on how to escalate your complaint, if necessary
- provide vou with details of the Financial Ombudsman Service.

#### Step 1

If **your** complaint relates to **your** policy then please contact the sales and service number shown in **your** schedule. If **your** complaint relates to a claim then please call the claims helpline number shown in **your** policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

#### Step 2

In the unlikely event that **we** are unable to resolve **your** concerns through **our** informal complaints process, **our** customer relations team will then review the matter on behalf of **our** Chief Executive. Once **our** customer relations team have reviewed **your** complaint they will send **you** a final decision in writing within 8 weeks of the date **we** received **your** complaint.

Our customer relations team's contact details are as follows:

Post: RSA

Customer Relations Team

PO Box 255 Wymondham NR18 8DP

Email: crt.halifax@uk.rsagroup.com

# If you are still unhappy

If you remain unhappy after our review, or you haven't received our final response within eight weeks of us receiving your complaint, you may be able to refer your case to the Financial Ombudsman Service. This is an independent body which arbitrates on complaints. You can also refer your complaint to them first without giving us the opportunity to resolve it, but if you do this, they'll only consider your complaint with our consent. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at www.financial-ombudsman.org.uk. They can be contacted at:

Post: Financial Ombudsman Service

Exchange Tower London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines)

0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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

Website: www.financial-ombudsman.org.uk

**You've** got six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This doesn't affect **your** right to take legal action, but the Financial Ombudsman Service won't adjudicate on any case where litigation has started.

# Compensation

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS website www.fscs.org.uk

#### 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

Call **our** claims helpline on the number shown on **your** schedule. 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, particularly the Claims conditions and Policy exclusions on pages 14 to 19.

# 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 reasonable 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
- 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

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.

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.

#### **Preferred Suppliers**

**We** take pride in the claims service **we** offer to **our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **we** consider it appropriate, and **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.

# Your contract with us

This policy booklet is part of the legal contract between **you** and **us**. The contract is based on the information that **you** gave **us** when **you** applied for **your** insurance. Together, the policy wording, Statement of Facts and **your** Policy Schedule form that contract, so it's best to keep them together.

It's important to read the Changes in **your** circumstances policy condition on page 14. This explains the circumstances when **you** need to tell **us** about changes after **your** policy's been issued.

Our part of the contract is that we'll provide the cover set out in this policy booklet for:

- the type or types of cover included on your Policy Schedule
- the insurance period shown on your Policy Schedule.

Your part of the contract is that you must:

- pay the premium shown on your Policy Schedule
- comply with all the policy conditions explained in this policy booklet.

If you don't meet these conditions, we may reject or reduce a claim payment or increase your premium. In some cases your cover may no longer be valid.

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, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live. If **you** live in the Channel Islands or the Isle of Man, the law of the part where **you** live will apply.

**We** and **you** have agreed that any 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 in the Channel Islands or the Isle of Man if **you** live in one of those. The language used in this policy and any communications relating to it will be English.

This Home Insurance policy has been issued by Royal & Sun Alliance Insurance Ltd in the United Kingdom.

# **Protection against inflation**

Some items that **we** cover are protected against inflation. Each year, **we**'ll increase the amount they're insured for in line with a recognised index. This applies to the sums insured and limits shown on **your** Policy Schedule for **personal belongings**.

**We** won't charge for any increase in cover until **your** policy renewal, when **your** new premium will be based on the increased sum insured and limits. If an index goes down, for **your** protection **we** won't reduce the sum insured or the limit – unless **you** ask **us** to.

Inflation protection doesn't apply to the overall level of **Buildings** Cover or **Contents** Cover or to any other limits on **your** policy.

# Words with Special Meanings

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in **bold** type whenever it appears in the policy.

the meaning explained below it and is printed in <b>bold</b> type whenever it appears in the policy.			
Word	Meaning		
Accidental Damage	Sudden, unexpected and visible damage which has not been caused on purpose.		

Your home, drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures and fittings (examples below), fixed solar panels, permanently fixed alarm systems, drains, pipes, cables, underground tanks, fences, hedges that form the boundary of your home, gates, swimming pools and any items permanently fixed into the ground such as hot tubs, statues, garden ponds, fountains, pergolas and gazebos.

Buildings Cover doesn't include aerials or satellite receiving equipment.

Examples of fixtures and fittings are:

- laminated flooring (but not fitted carpets which are covered under Contents Cover if that's included in your policy)
- fitted kitchen units including fixed hobs in units
- fitted bedroom furniture
- permanently wired and fixed lighting.

#### Clerical business equipment

**Buildings** 

Computers, telecoms and office equipment, office furniture and stationery.

Clerical business equipment doesn't include business stock and we don't cover:

- the cost of replacing paper records, except for their value as stationery, or
- any loss or erasure of records, data, programs and software, or if they're damaged, distorted or corrupted.

#### Word

#### Contents

# Meaning

- · Household goods
- Pedal cycles
- · High risk items
- Personal money and credit cards
- Clerical business equipment
- Personal belongings
- Portable personal items including clothing and personal items worn or carried.

Examples include cameras, camcorders, sports equipment, laptops, binoculars, mobile phones, luggage, bags, camping equipment, electric **wheelchairs** and invalid carriages, spectacles, contact lenses, false teeth (but not crowned teeth or bridgework), artificial limbs and hearing aids

- Home entertainment equipment such as computers, televisions, other audio and video equipment, aerials and satellite receiving equipment
- Musical instruments
- · Coin, medal and stamp collections
- Documents including deeds, bonds and securities.

#### Contents doesn't include:

- Motor and electric vehicles of any kind (except for ride-on lawnmowers, electric invalid carriages or wheelchairs, electrically powered pedal cycles, children's electrically powered toys and pedestrian controlled vehicles such as electrically powered golf trolleys)
- Boats (other than hand-propelled boats and toys), hovercraft and wet bikes such as jet skis
- Aircraft, unmanned aerial vehicles, hang-gliders and paragliders
- Sand and wind yachts
- Trains (apart from models)
- · Caravans and trailers
- Any parts or accessories of any of the items above (except for removable entertainment or navigation equipment while it's removed)
- Business stock and money used for business purposes
- Fixtures and fittings (apart from fixed tenants' improvements and internal decorations).

Word

Meaning

Credit Cards

Credit, debit, charge or cash dispenser cards, all issued in the British Isles, owned by your family or your family's responsibility under contract.

Credit cards does not include:

Store loyalty cards or **credit cards** used or held for any trade, professional or business purposes;

**Excess** The first part of any claim which you must pay. The excess amount is shown on your Policy Schedule.

> A rapid build-up or sudden release of water, from any source external to your home or land belonging to your home. which enters your home or land belonging to your home:

at or below ground level; or

above ground level provided that part of the body of water enters your home at ground level; and

does so with a volume, weight or force which is substantial and abnormal.

Flood doesn't mean the gradual seepage of water into your home such as rising damp or a rise in the water table (the level below which the ground is completely saturated with

Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.

Jewellery, watches, articles of precious metal, clocks, paintings, works of art, stamp, medal and coin collections.

The house, bungalow or flat at the address shown on your Policy Schedule, its outbuildings, including attached and detached garages, annexes, conservatories, sheds and areenhouses.

Home doesn't include any parts of your home used for any trade, professional or business purposes except for office

Items designed for use in your home including furniture, curtains, carpets (but not laminated floors), blinds, cushions, rugs, throws, linen, towels, lamps, ornaments, paintings, unfixed statues, indoor plants, works of art, pots and pans, plates, cutlery, crockery, food and drink, and freestanding white **goods** such as microwaves, ovens, fridges, freezers, dishwashers and washing machines.

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

Downward movement of sloping ground.

Flood

Heave

High risk items

Home

Household goods

Insurance period

Landslip

#### Word

#### Money

#### Pedal cycles

# Personal belongings

# Meaning

Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift cards and tokens, postal and **money** orders, phone cards or vouchers, traveller's cheques, Premium Bonds, parking, luncheon and retail vouchers and season or travel tickets.

**Money** doesn't include **money** used or held for any trade, professional or business purposes.

Any **Pedal cycle**, tricycle or unicycle. This includes electrically powered **pedal cycles** and their accessories, but not any other motorised or electric vehicles of any kind.

Jewellery, watches and personal items which **your family** normally wear or carry, **pedal cycles** and their accessories all owned by **your family** or **your family's** responsibility under contract

#### Personal belongings does not include:

- household goods and domestic appliances;
- external television and satellite receiving equipment;
- motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles, aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed:
- · animals:
- money, credit cards, securities and documents of any kind;
- anything used for any trade, professional or business purposes (other than portable computer equipment and mobile phones);
- china, glass, pottery and any other items of a similar nature which are fragile.

# Policyholder/you/your Subsidence

The person(s) named as **policyholder** on **your** schedule.

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

Word Meaning

Unoccupied When **your home** is not lived in for more than 60 days in a

row by your family or by anyone who has your permission.

By 'lived in' we mean activities, which must include bathing, cooking, eating and sleeping, all of which are frequently

carried out in your home.

We/our/us Royal & Sun Alliance Insurance Ltd.

Wheelchairs Any wheelchair or similar electric scooter specifically designed for the disabled or infirm and which does not legally

require to be licensed for road use.

You, or any of the following people, as long as they normally live with you:

Your husband, wife or partner

Your children (including foster children and adopted children)

Your relatives

A partner, husband or wife of your children

Your domestic employees – someone employed to carry out domestic duties associated with your home, for example, a nanny or carer.

Your family

# Conditions and Exclusions

# **Policy Conditions**

As part of your contract with us, you and your family must meet the policy conditions. We explain these here.

If you don't meet these conditions, we may reject a claim or reduce a claim payment. In some circumstances your policy may not be valid.

#### Taking care

Your family must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

#### Changes in your circumstances

So that we can ensure we've got vou fully covered vou'll need to let us know if during the year your circumstances change or you need to change any of the information you've provided to us. You can do this using the contact details shown on your Policy Schedule.

You must tell us within 30 days as soon as you know about any of the following changes:

- you are going to move home permanently;
- someone other than **vour family** is going to live in **vour home**:
- your home is going to be unoccupied for more than 60 days in a row;
- your home is going to be used for short periods each week or as a holiday home;
- work is to be done on your home which is not routine repair, maintenance or decoration for example, any structural alteration or extension to your home;
- the number of bedrooms in your home has changed;
- you or any member of your family has received a conviction for any offence except for driving;
- any part of your home is going to be used for any trade, professional or business purposes; There is no need to tell us about trade, professional or business use if:
  - the trade, professional or business use is only clerical; and
  - you do not have staff employed to work from your home; and
  - you do not have any visitors to your home in connection with your trade, profession or business: and
  - you do not keep any business money or stock in your home.
- any increase in the value of your contents or the rebuilding cost of your buildings.

We may reassess your cover, terms and premiums when we are told about changes in your circumstances. If you do not tell us about changes or give us incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

#### Fraud

If **your family**, or anyone acting on behalf of **you** or **your family**, uses dishonesty, exaggeration or false documentation to obtain or support:

- a claims payment under your policy, or
- · cover for which you do not qualify, or
- cover at a reduced premium

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to have **your** premium refunded, and legal action may be taken against **you**.

## Transferring your interest in the policy

You can't transfer your interest in this policy to anyone else without our written permission.

## Cancelling the policy

If you wish to cancel your policy, please write to us or call us. You can find our contact details on your Policy Schedule. If you cancel the policy, you may be entitled to a refund of the premium as long as no claim has been made during the current insurance period.

## Cancellation by you within the first 14 days

If **you** cancel the policy within 14 days of the cover start date, or within 14 days of getting **your** policy documents (whichever is later), **we**'ll refund the premium as long as **you** haven't made a claim during the current **insurance period**.

# Cancellation by you after the first 14 days

If you cancel the policy more than 14 days after the cover start date or more than 14 days after getting your policy documents (whichever is later), we'll refund premiums you've already paid for the remainder of the current insurance period, as long as you haven't made a claim during this period.

# Where we cancel your policy

We may cancel **your** policy for the reasons explained in the Changes in **your** circumstances condition on page 14 and the Fraud condition at the top of this page.

We may also cancel **your** policy if **we** identify serious grounds for doing so, including but not limited to:

- failure to provide us with information we've requested that's directly relevant to your cover 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; or
- nuisance or disruptive behaviour.

In these circumstances **we**'d contact **you** at **your** last known address and seek to resolve the matter with **you**. If a solution can't be agreed, **we** may cancel **your** 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 **insurance period**, provided no claim has been made during the current **insurance period**.

Where **we** have agreed to **you** paying **your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **we** reserve the right to cancel **your** policy by giving **you** 14 days notice at **your** last known address and **you** will no longer be insured by **us**.

If **your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **we** reserve the right to also terminate that linked loan agreement.

## Cancelling the monthly premium instalment agreement

**Your** policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period, but **you** may be paying **your** annual premium in monthly instalments.

If you want to stop paying monthly, but continue with your policy, you'll need to call us at the address on your Policy Schedule. We can then tell you what you'll have to pay for the rest of the insurance period and by when.

If this amount isn't paid by that date, all cover under **your** policy will be cancelled from that date. If **you**'ve made a claim, or one has been made against **you**, before that date and during the current **insurance period**, **you** would need to pay the balance of the full annual premium. **We** reserve the right to cancel the policy if there's a default in the instalment payments due.

#### **Financial sanctions**

We won't provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **insurance period**, **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

#### Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 16 headed 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your** policy.

# Claims conditions

These are the claims conditions that **you** and **your family** will need to keep to as **your** part of this contract. If **you** don't meet them, **we** may reduce the payment or not pay the claim. **We** explain the conditions in this section.

If anything happens which might lead to a claim, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage. It's best to then tell **us** about a claim as soon as **you** can, but in some cases there are other people **you** must contact first. **You** can see details of how to make a claim on page 6.

You should also check the information about how we settle claims on pages 28, 29, 36, 37.

# What you need to do

If you or your family are the victim of theft, riot, a malicious act or vandalism, or lose something away from your home, tell the police as soon as you realise. Ask them for a crime reference number or loss report number then tell us as soon as you can. In the case of riot, tell us immediately.

For all other claims, tell us as soon as you can.

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can. If **you** or **your family** receive a claim form, application notice, legal document or other correspondence from another party about an injury or any damage covered by **your** policy, send it to **us** straightaway without answering it.

### How you can help us to settle the claim quickly

**You** should do everything **we** reasonably ask of **you** to get back lost or stolen property. Also, don't throw away any damaged items before **we**'ve had a chance to see them. And don't carry out any non-emergency repairs before **we**'ve had the opportunity to inspect the damage.

To help us deal with your claim quickly, we may need more information. This could include:

- 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, location and cost of lost or damaged property
- for damaged property, a written estimate for repair or confirmation from a suitably qualified expert that the item you're claiming for is beyond repair.

#### After you contact us

When you call us, we'll tell you the next step, which will be one of the following:

- We'll ask you to get estimates for building repairs or replacement items
- We'll arrange for the damage to be inspected by one of our representatives or an independent loss adjuster or other expert whose aim is to help us agree a fair settlement with you, or
- We'll arrange the repair or a replacement as quickly as possible.

If we ask you for specific information or documentation relevant to your claim we'll pay any reasonable expenses you incur in providing us with that information.

# Rights and responsibilities

**We** may need to get into a damaged building to salvage anything **we** can and to make sure no more damage occurs. **You** must give **us**, or **our** appointed representative, access to the property or allow it to be inspected. But **you** mustn't abandon **your** property to **us**.

You mustn't settle, reject, negotiate or offer to pay any claim that you've made or intend to make under this policy without our written permission. If we choose, we have the right (in your name but at our expense) to:

- · take over the defence or settlement of any claim
- · start legal action to get compensation from anyone else
- start legal action to get back any payments already made to anyone else.

You must give us any information and assistance we require. And if we ask you to, you must help us to take legal action against anyone or help us to defend any legal action.

#### Other insurance

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.

# **Policy exclusions**

The following exclusions apply to all the types of cover available with your policy.

Existing or deliberate damage or illegal activities

Any loss, damage, liability, cost or expense of any kind:

- occurring, or arising from an event occurring before the insurance period starts, or
- caused deliberately by your family, or
- caused as a result of the buildings being used for illegal activity by your family.

## Failure of computers and electrical equipment

Damage or loss directly or indirectly due to:

- any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date, or
- computer viruses.

#### Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by pollution or contamination, or arising from it. That's unless it was caused by a sudden unexpected incident or oil or water escaping from a fixed oil or fixed water installation, which occurred during any **insurance period** and wasn't the result of an intentional act.

We class all pollution or contamination which arises from one incident as having occurred at the same time as that incident took place.

### Radioactive contamination

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

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel, or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

# Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by any flying object travelling at or above the speed of sound.

#### **Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from, or in connection with, any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical, radiological and/or nuclear force or contamination by any person(s), whether acting alone, or on behalf of, or in connection with, any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.

#### Uninsurable risks

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

 any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration

- · frost, damp, fungus, mould or condensation
- · rot. unless it's:
  - i) caused directly by an escape of water, storm or flood incident specifically covered by this
    policy, and
  - ii) notified to **us** as soon as any sign of water damage or rot is apparent
- insects or moths
- any reduction in an item's value caused by repairing your contents, or a drop in the market value of your home caused by rebuilding or repairing damage to your buildings.

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from, the following:

- any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting or feeding
- mechanical, electrical or electronic fault or breakdown
- · poor or faulty design, workmanship or materials.

#### War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

**Your** policy doesn't cover everything. For example, normal use or ageing, maintenance of **your home** and routine decoration aren't included. Here are some other examples:

Under Contents Cover you're not covered for:

- · your curtains fading in sunlight
- breakdown of appliances such as a television, your washing machine not working properly or an item reaching the end of its serviceable life
- your carpet wearing out and becoming threadbare.

And Buildings Cover doesn't include:

- rusted gutters, slipped or loose tiles, slates or rendering or decayed or rotten window frames
- unless they're damaged by an event covered under your policy.

If you don't keep your home and belongings in good condition, you may find that damage has been caused by normal use or ageing, lack of maintenance, or that loss or damage has happened gradually over time. These aren't things your insurance covers.

# Cyber attack

Any loss, damage, liability, claim, demand, cost (including legal costs) or expense of any kind directly or indirectly caused by, resulting from or in connection with a cyber-attack which is targeted or brought against a public or private utility company or network operator of any kind (including without limitation gas, electricity, water and sewerage), or local, national or multinational governmental authority, agency or other public body.

For the purposes of this exclusion, "cyber attack" means any assault or attempt to expose, alter, disable, destroy, steal or gain unauthorised access by any person or organisation (including cybercriminals) using one or more computers or devices against a single or multiple computers or networks, systems or infrastructure

# **Homecare Services**

This part of the policy explains the cover we provide for Locks and Keys and Trees and Shrubs.

#### What is covered

## Locks and Keys

**Accidental damage** to the locks of, or loss of the keys to the outside doors of, **your home** or to safes and alarms in **your home**.

We will pay the cost of;

- · buying new keys; or
- · changing parts of the locks; or
- · replacing the locks

#### Trees and Shrubs

Loss of or damage to **your** trees, shrubs, plants, hedges and lawns on the land belonging to **your home** caused by:

- Fire, lightning, explosion, earthquake or smoke.
- Riot or public unrest.
- Malicious damage or vandalism.
- · Theft or attempted theft.

### Impact involving vehicles or aircraft or anything dropped from them.

# and shrubs.

Where an **excess** applies, this will be taken off the amount of **your** claim.

How we settle claims for locks & keys and trees & shrubs

We will pay the cost of repairing or replacing the damaged parts of the locks and keys or trees

The most **we** will pay for any one claim is the limit shown on **your** schedule.

#### What is not covered

The excess

Loss or damage while **your home** is lent, let or sub-let to anyone other than **your family**.

Damage to locks caused by mechanical, electrical or electronic fault or breakdown.

Any amount exceeding the limit shown on **your** schedule.

#### The excess.

Any amount exceeding the limit shown on **your** schedule.

Damage by smoke from air pollution.

Loss or damage while **vour home** is **unoccupied**.

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

Loss or damage while your home is unoccupied.

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

# **Buildings**

This section shows **you** the cover **we** provide for **your buildings**.

Your Policy Schedule will show if you've chosen Buildings Cover. If you haven't, but you'd like to add it to your policy, please give us a call on the number shown on your schedule.

#### What is covered

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

- Fire, lightning, explosion, earthquake or smoke.
- 2 Storm or flood.

A storm will involve very strong winds powerful enough to cause structural damage to **homes** within its path. It's usually accompanied by torrential rainfall, hail or heavy snow.

Damage caused by normal weather conditions commonly experienced in the UK is often the result of ageing or lack of maintenance and isn't covered.

- 3 Damage to water or oil pipes and tanks caused by the water or oil freezing
- Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.

5 Oil escaping from a fixed heating system.

6 Riot or public unrest.

#### What is not covered

Anything set out in the policy exclusions on pages 18 to 19.

The policy **excess** shown on **your** Policy Schedule applies to all types of cover except 4, and 9 below.

Damage by smoke from air pollution.

Damage to fences, hedges or gates.

Damage while your home is unoccupied.

The escape of water **excess** shown on **your** Policy Schedule.

Damage while your home is unoccupied.

Damage to the appliance or system which the water escapes from, unless that damage was caused by freezing.

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

Damage while your home is unoccupied.

Damage to the appliance or system which the oil escapes from, unless that damage was caused by freezing.

- 7 Malicious damage or vandalism.
- 8 Theft or attempted theft.
- 9 Subsidence or heave of the site on which your buildings stand or of land belonging to your buildings. Landslip.

10 Falling trees or branches.

- 11 Falling aerials or satellite receiving equipment, their fittings or masts.
- 12 Collisions involving vehicles, aircraft or anything dropped from them. Collisions involving animals

In addition you are covered for the following:

#### What is not covered

Loss or damage while your home is:

- · unoccupied
- lent, let or sublet to anyone other than your family unless force and violence has been used to get into or out of your home.

Loss or damage while your home is:

- · unoccupied
- lent, let or sublet to anyone other than your family unless force and violence has been used to get into or out of your home.

The **subsidence**, **heave** or **landslip excess** shown on **your** Policy Schedule.

Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, hot tubs, garden ponds, statues and fountains permanently fixed into the ground, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, walls, fences, hedges and gates — unless **your home** 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 **your home** 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 to fences, hedges or gates.

The cost of removing a fallen tree or branch unless it is to repair damage to **your buildings** which is covered under **your policy**.

Damage by pets, unless **your** Policy Schedule says 'Buildings Accidental Damage Cover included'

- 13 Accidental breakage of drains and pipes used to provide services to or from your home, which your family is legally responsible for.
  - If a drain or pipe is blocked and normal methods of removing it are unsuccessful, such as rodding or jetting between the main sewer and **your home**, **we**'ll then pay the cost of breaking into and repairing the pipe
- 14 Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of your home.
- 15 Fees and related costs incurred in repairing or replacing damaged parts of your 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 your buildings;
- the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of your buildings are repaired or replaced.
- 16 Cover while you're selling your home. If you're selling your home and it suffers any damage between exchange and completion, we'll pay the benefit to the buyer once the sale goes through. This cover only applies if your home is damaged by an event covered under the Buildings Cover of your policy.
- Alternative accommodation. If your home is uninhabitable as a result of damage to your buildings caused by an event covered under your policy, or if your home's occupied by squatters, we'll pay:

#### What is not covered

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

Breakage while your home is unoccupied.

The replacement cost of any part of the item other than the broken glass.

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 **your buildings**.

This cover doesn't apply if the buyer or someone acting for them has already arranged **buildings** insurance for the **home**.

Any costs **your family** have to pay once **your home** is fit to live in again.

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

#### What is not covered

- the additional cost of similar shortterm accommodation for your family, including accommodation for any pets living with you
- rent you'd have received but have lost, including ground rent.

The most **we**'ll pay is the alternative accommodation limit shown on **your** Policy Schedule

18 The cost of legal fees which you have to pay to repossess your home following occupation by squatters.

The most we'll pay is the legal fees to remove squatters limit shown on your Policy Schedule.

19 Trace and Access.

If it's necessary to remove and replace any part of **your buildings** to find the source of a water or oil leak from a heating or water system, **we**'ll pay the cost.

The most **we**'ll pay is the trace and access limit shown on **your** Policy Schedule.

For example, we'll pay for the cost of removing and replacing any flooring to trace and gain access to a leaking pipe.

Repairing the source of the leak is only covered if the damage was caused by damage insured under **your** policy, for example, by a frozen pipe.

20 Emergency Services.

We'll pay for any damage the emergency services cause to your buildings while getting into or out of your home to deal with an emergency.

We'll also pay for any re-landscaping of your garden at your home needed as a result of damage caused by the emergency services attending to an emergency.

The most **we**'ll pay is the **Buildings** sum insured shown on **your** Policy Schedule.

The following additional cover is also provided for **your buildings** but only if **your** schedule states 'Accidental damage included'

Any legal fees **you** agree to pay without first getting **our** written permission.

21 Accidental damage to buildings.

#### What is not covered

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

Accidental damage caused by the gradual seepage of water into your home, such as rising damp or a rise in the water table (the level below which the ground is completely saturated with water).

**Accidental damage** caused to drains and pipes providing services to or from **your home**.

# How we settle claims for Buildings Cover

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 7). **You** should also read the Claims conditions and Policy exclusions on pages 18 to 19.

We'll pay the cost of the work carried out to repair or replace the damaged parts of your buildings.

**We'**ll also pay fees and related costs that **we** agree to, as long as the damage is covered under **your** policy. By this **we** mean:

- architects', engineers', surveyors' and legal fees necessarily incurred in repairing or replacing your buildings – but not fees incurred in preparing any claim under the policy
- the cost incurred for removing debris, demolition, shoring up or propping up and taking away where this is necessary to repair or replace your buildings
- the cost of meeting current building regulations or local authority or other statutory
  requirements or conditions following the repair or replacement of the damaged parts of your
  buildings. That's unless you were aware of the need to meet the regulations, requirements or
  conditions before the damage happened.
- 2 If an excess applies

We'll take this off the amount of your claim. We'll only deduct one excess for each incident you claim for. If more than one excess applies to your claim, we'll deduct the highest value one.

3 How much **we** pay if **you** go ahead with repairs, and if **you** don't

Where repairs are carried out, the amount we'll pay will be either:

- the cost of the work if it was carried out by **our** nominated contractor, or
- the cost of the work based on the most competitive estimate or tender you got from your nominated contractors.

We'll pay whichever's the lower amount.

If the repair or replacement isn't carried out, the amount we'll pay will be:

- the decrease in market value of **your buildings** due to the damage, or
- what the work would've cost if it'd been carried out by our nominated contractor without delay, or
- what the work would've cost based on the most competitive estimate or tender you got from your nominated contractors if the work had been carried out without delay.

We'll pay whichever's the lowest amount.

If we offer you a cash settlement, it won't make any allowance for VAT.

#### **Guaranteed workmanship**

Repairs carried out by **our** nominated contractors and insured under **your Buildings** Cover or **Buildings Accidental Damage** Cover are guaranteed for 12 months for their quality of workmanship.

#### Normal use or ageing

**We** may take off an amount for normal use or ageing before paying the cost of repairing and replacing the damaged parts of **your buildings** if they haven't been kept in a good state of repair.

#### We will not pay for:

- Loss of value resulting from repairs to or replacement of damage to your buildings;
- Replacing or changing undamaged parts of your buildings which belong to a set or suite or
  which have a common design or use, such as a bathroom suite or fitted kitchen units, when
  the damage is restricted to a specific part or clearly defined area.

What's the most we'll pay for any one claim?

The most we'll pay for any one claim, including fees and related costs, is:

- the amount it'll cost us to repair the damage to your buildings in the same way, size, style
  and appearance as when they were new, or
- the maximum cover limits shown on your Policy Schedule, or
- the full rebuilding cost of your buildings.

We'll pay whichever's the lowest amount.

## Legal liability

As well as insuring your buildings, we also provide the following cover.

#### What is covered

20 **Your** legal liability as a property owner.

We'll cover your family's legal liability for damages and costs to others which results in:

- accidental death, disease, illness or accidental physical injury to anyone
- accidental damage to physical property caused by any single event occurring during the insurance period where your family's legal liability is:
  - a) as owner of **your buildings** and land belonging to it
  - a result of your ownership of any home previously lived in by you and insured by us.

This covers any liability **you** face 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** don't have this cover under any other policy.

The most **we**'ll pay is the property owner's legal liability limit shown on **your** Policy Schedule, plus defence costs agreed by **us** in writing.

#### What is not covered

Anything owned by **your family**, or anything that's **your family**'s legal responsibility.

Injury, death, disease or illness to any member of **your family** (other than **your** domestic employees such as nannies or carers who normally live with **you**).

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

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

Liability covered by any other policy.

Liability arising from The Party Wall etc. Act 1996.

 Any home previously owned and occupied by you in which you still hold legal title or have an interest.

Any incident that happens more than seven years after the last day of the last **insurance period** we provided for a **home** owned and occupied by you.

Did you know? It's the occupier not the owner who's normally liable for accidents at your home. If you're the occupier, you can protect yourself against third party liability claims by choosing separate cover that usually comes as part of a home contents insurance policy.

# Contents

This section shows **you** the cover **we** provide for **your contents**.

Your Policy Schedule will show if you've chosen Contents Cover. If you haven't but you'd like to add it to your policy, please give us a call on the number shown on your schedule.

You can find your Policy schedule in the pack you received with this policy booklet.

#### What is covered

Loss of, or damage to, **contents** inside **your home** which are:

- owned by your family, or
- your family's responsibility under contract, for example, hiring furniture or glasses for a special event, or
- visitors' personal possessions.

The most we'll pay for high risk items is the high risk items total limit and single item limit shown on your Policy Schedule, unless a particular item is specified on your Policy Schedule.

The most we'll pay for money in the home, visitors' personal belongings or clerical business equipment are the relevant limits shown on your Policy Schedule.

We also cover loss of, or damage to, your contents while they're in the open on the land belonging to your home.

The most we'll pay is the contents in the open limit shown on your Policy Schedule. We cover loss or damage caused by the following:

- Fire, lightning, explosion, earthquake or smoke
- 2 Storm or flood.
- 3 Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.
- 4 Oil escaping from a fixed heating system.

#### What is not covered

Anything set out in the policy exclusions on pages 18 & 19.

The policy **excess** shown on **your** Policy Schedule applies to all types of cover except 3 below.

Your Policy Schedule also shows you:

- the money in the home excess for your personal money
- the visitors' personal possessions excess
- the contents in the open excess.

Damage by smoke from air pollution.

The escape of water **excess** shown on **your** schedule.

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

Loss of, or damage to, the appliance or system which the water escapes from.

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

Loss of, or damage to, the appliance or system which the oil escapes from.

- 5 Riot or public unrest.
- 6 Malicious damage or vandalism.

#### What is not covered

Loss or damage while your home is:

- unoccupied.
- Loss or damage while your home is lent, let or sub-let to anyone other than your family unless force and violence has been used to get into or out of your home.

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

7 Theft or attempted theft using force and violence to get into or out of your home.

The most **we**'ll pay for theft from outbuildings and from detached garages is the theft from outbuildings limit shown on **your** Policy Schedule.

8 Theft or attempted theft not using force and violence to get into or out of your home.

The most we'll pay for theft from outbuildings and from detached garages is the theft from outbuildings limit shown on your Policy Schedule.

Loss or damage while your home is:

- unoccupied
- lent, let or sublet to anyone other than your family.

Loss by deception – unless the only deception was someone tricking their way into **your home**.

Loss of money.

9 Subsidence or heave of the site on which your home stands or of land belonging to your home or landslip. Loss or damage caused by the coast or a riverbank being worn away.

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

- 10 Falling trees or branches.
- 11 Falling aerials or satellite receiving equipment, their fittings or masts.
- 12 Collisions involving vehicles, aircraft or anything dropped from them.Collisions involving animals.
- 13 Accidental damage to TV, satellite, video, audio entertainment equipment and computer equipment while in your home.

Audio entertainment equipment and computer equipment does not include musical instruments, mobile phones, records, tapes, discs, CDs, DVDs and computer games.

Loss or damage by pets, unless **your** Policy Schedule says 'Contents Accidental Damage Cover included'.

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

**Accidental damage** caused by the gradual seepage of water into **your home**, such as rising damp or a rise in the water table (the level below which the ground is completely saturated with water).

Damage by any cover listed elsewhere in the **Contents** section and which is specifically excluded under that cover.

14 Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of your furniture.

In addition, you are covered for the following:

15 Special events.

**We'll** increase **your Contents** Cover by the special events limit shown on **your** Policy Schedule during the 30 days before and 30 days after:

- · Christmas or other religious festival;
- · the birth of a child in your family;
- a birthday, anniversary, wedding day or civil partnership ceremony of you or any member of your family;

for contents purchased for the event.

That's as long as this is within the **insurance period** shown on **your** Policy Schedule.

The most **we**'ll pay is the special events limit shown on **your** Policy Schedule.

16 Accidental loss of metered water, liquid petroleum gas or oil at **your home**.

The most **we**'ll pay is the accidental loss of metered water, liquid petroleum gas or oil limit shown on **your** Policy Schedule.

17 Tenants liability

If you're legally liable for damage to your home under the terms of your tenancy agreement (as a tenant but not as owner, leaseholder or landlord) we'll provide covers 1 to 12 of our Buildings Cover.

The most **we**'ll pay is the tenants' liability limit shown on **your** Policy Schedule.

18 Tenants improvements

We'll pay for damage to fixed tenants' improvements and fixed internal decorations in your home which you have added as a tenant of the home caused by covers 1 to 12 of this section plus cover xx if Contents Accidental Damage cover has been selected. See pages 30 to 32 for more detail

The most **we**'ll pay is the tenants' improvements limit shown on **your** Policy Schedule.

#### What is not covered

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.** 

The accidental loss of metered water, liquid petroleum gas or oil **excess** shown on **your** Policy Schedule.

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

Damage by any cover listed in the Buildings section and which is specifically excluded under that cover.

Damage by any cover listed elsewhere in the **Contents** Cover and which is specifically excluded under that cover.

19 Food in **your** freezer or fridge.

The cost of replacing food in **your** freezer or fridge in **your home** that's been spoilt by an accidental change in temperature in **your** freezer or fridge.

The most **we**'ll pay is the food in **your** freezer or fridge limit shown on **your** Policy Schedule

20 Alternative accommodation.

If your home is made uninhabitable as a result of damage to your contents caused by an event covered under your policy, we'll pay:

- the additional cost of similar shortterm accommodation for your family, including accommodation for any pets living with you
- the cost of temporary storage of your contents.

The most **we**'ll pay is the alternative accommodation limit shown on **your** Policy Schedule.

21 Accidental damage or loss while a professional removal firm are moving your contents from your home directly to your new permanent home in the British Isles.

22 Permanent household removal and temporary storage.

Accidental loss or damage while moving your contents from your home to your new permanent home within the British Isles. This includes while your contents are kept inside temporary storage for up to seven days in a row.

23 Moving home.

While **you**'re moving **home** to a new permanent **home** within the British Isles, **we**'ll cover **your contents** at both addresses for up to 90 days in a row.

#### What is not covered

The food in **your** freezer or fridge **excess** shown on **your** Policy Schedule.

Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to **your home**.

Any costs **your family** have to pay once **your home** is fit to live in again.

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

Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.

Loss or damage while **your contents** are in storage or being moved to or from storage.

Loss of money.

Any amount exceeding the limit shown on **your** schedule.

Loss or damage to china, glass, pottery or other fragile items, unless they've been packed by professional packers.

This cover doesn't apply if **you**'ve got separate insurance for **your contents** at **your** new address.

- 24 Loss of or damage to your contents while in the open on the land belonging to vour home caused by:
  - Fire, lightning, explosion, earthquake or smoke
  - Storm or flood.
  - Oil escaping from a fixed storage container
  - Riot or public unrest.
  - Malicious damage or vandalism.

- Theft or attempted theft.
- Falling trees or branches.
- Falling aerials or satellite receiving equipment, their fittings or masts.
- Collisions involving vehicles, aircraft or anything dropped from them. Collisions involving animals.
- 25 Temporary removal.

Loss or damage to contents which are:

- owned by your family
- owned by a dependant relative
- your family's or dependant relative's responsibility under contract (for example, if you hire furniture or glasses for a special event)

anywhere in the British Isles when they're being moved to or from, or while temporarily kept inside:

- any private dwelling where your family's living
- a building where your family's working or studvina

#### What is not covered

Any amount exceeding the limit shown on your schedule

Damage by smoke from air pollution.

Loss or damage while your home is unoccupied.

Loss or damage when your home is lent, let or sub-let to anyone other than your family.

Loss or damage while your home is unoccupied.

Loss or damage when your home is lent, let or sub-let to anyone other than your family.

Loss or damage when **your home** is used to receive visitors or paving quests in connection with your business.

Loss of money.

Loss or damage by pets, unless your Policy Schedule says 'Contents Accidental Damage Cover included'.

The policy excess shown on your Policy Schedule – unless the damage was caused by escape of water in which case the escape of water excess shown on your Policy Schedule applies.

Loss of money.

Any amount exceeding the:

- temporary removal limit shown on your Policy Schedule
- the student limit shown on your Policy Schedule
- the dependant relatives limit shown on your Policy Schedule.

Damage by smoke from air pollution.

- a hospital, care home, nursing home or a hospice where your dependant relative's staying
- · a locked bank safety deposit.

We cover loss or damage caused by:

- fire, lightning, explosion, earthquake or smoke
- storm or flood
- theft or attempted theft using force and violence to get into or out of the premises where the contents are temporarily kept
- water escaping from washing machines, dishwashers, fixed water systems or fixed heating systems. Oil escaping from a fixed heating system
- · riot or public unrest
- collisions involving vehicles, aircraft or anything dropped from them, or collisions involving animals
- falling trees or branches
- falling aerials or satellite receiving equipment, their fittings or masts
- · malicious damage or vandalism.

We cover your possessions that you have with you while you're temporarily living, working or studying away from your home.

And **we** cover **your** dependant relative's possessions while they're temporarily in hospital or a care home.

You can also cover your contents for accidental loss or damage while they're outside your home with our Personal Belongings Cover. Take a look at pages 39 and 40 for more details.

#### What is not covered

Loss or damage if the premises where the **contents** are temporarily kept are left for more than 60 days in a row without any person residing, living, working or studying there.

Loss or damage if the premises where the **contents** are temporarily kept are left for more than 60 days in a row without any person residing, living, working or studying there.

Loss or damage unless force and violence has been used to get into or out of the premises where the **contents** are temporarily kept.

Loss or damage if the premises where the **contents** are temporarily kept are left for more than 60 days in a row without any person residing, living, working or studying there.

Loss or damage by pets.

#### 26 Electronic data downloads

The cost of replacing non-recoverable music, film or electronic data purchased and legally downloaded by **your family** from a legitimate website following loss or damage to **contents** by covers 1-12 of the **Contents** Section plus cover 27 (if selected).

The following additional cover is also provided for **your contents** but only if **your** schedule states 'Accidental damage included'.

27 Accidental damage to your contents while in your home, and in the open on the land belonging to your home.

The most we'll pay for **contents** in the open is the **contents** in the open limit shown on **your** Policy Schedule.

#### What is not covered

The cost of remaking or recreating any non-recoverable music, film or electronic data.

Any amount exceeding the limit shown on **your** schedule.

Damage by any cover listed elsewhere in the **Contents** Cover and which is specifically excluded under that cover

**Accidental damage** caused by the gradual seepage of water into **your home**, such as rising damp or a rise in the water table (the level below which the ground is completely saturated with water).

Deterioration of food.

How we settle claims for Contents Cover

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 6). **You** should also read the Claims conditions and Policy exclusions on pages 16 to 19.

We always aim to repair or replace lost or damaged property. If the damage can be economically repaired, we'll pay the cost of repair.

If the damage can't be economically repaired and the damaged or lost item can be replaced, **we**'ll replace it.

And if a replacement isn't available, we'll replace it with an item of similar quality.

If we can't either economically repair an item or replace it with an item of similar quality, we'll agree a cash payment with you based on the item's replacement value.

**You** can request a cash settlement where **we**'re able to offer repair or replacement. If **we** agree to this, the amount **we**'ll pay won't normally be more than what **we** would've paid **our** nominated repairers or product suppliers.

# Normal use or ageing

If the sum insured on **your** Policy schedule is less than the cost of replacing **your** items as new, **we** may take off an amount for normal use or ageing from the cost of the new item. That's unless the item can be economically repaired, in which case **we**'ll pay only the repair cost.

# If an excess applies

We'll take this off the amount of your claim. We'll only deduct one excess for each incident you claim for. If more than one excess applies to your claim, we'll deduct the highest value one.

# What we won't pay for

We won't pay for:

- · loss of value to any item we've repaired or replaced
- replacing or changing undamaged parts of your contents which belong to a set, pair or suite, such as matching carpets or a suite of furniture, when the loss or damage is restricted to a specific part or clearly defined area.

# What's the most we'll pay for any one claim?

The most **we**'ll pay for any one claim is the amount it'll cost **us** to replace **your** insured items as new – but this can't exceed the sum insured or any limits shown on **your** Policy Schedule, whichever is lower

# Legal liability

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

#### What is covered

#### 28 Legal liability.

We cover your family's legal liability:

- as occupier of your home and its land
- as individuals, wherever you or your family are in the world
- as an employer to any of your family's domestic employees, for example, a carer or nanny.

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

- accidental death, disease, illness or accidental physical injury to anyone
- accidental damage to physical property.

The most **we**'ll pay is the occupiers', personal or employers' liability limit shown on **your** Policy Schedule, plus defence costs agreed by **us** in writing.

If you employ someone under a contract of service, you may need more specific Employers' Liability Cover by law under the Employers' Liability (Compulsory Insurance) Act 1969.

If you think you may be affected by this, we strongly suggest you seek professional advice.

As owner of **your home** you may become legally liable for accidents involving **your buildings** as owner, not as occupier. To protect **your**self against third party liability claims as owner, **you** can get separate cover which is usually supplied as part of a **home buildings** insurance policy.

### What is not covered

Anything owned by **your family**, or anything that's **your family**'s legal responsibility.

Injury, death, disease or illness to any member of **your family** (other than **your** domestic employees such as nannies or carers who normally live with **you**).

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

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

Liability arising from the ownership or use of:

- motor and electric vehicles of any kind
  (except for ride-on lawnmowers, electric
  invalid carriages or **wheelchairs**, electrically
  powered bicycles, children's electrically
  powered toys and pedestrian controlled
  vehicles such as electrically powered golf
  trolleys)
- boats (other than hand-propelled boats and toys), hovercraft and wet bikes such as jet skis
- aircraft, unmanned aerial vehicles, hanggliders, paragliders, sand and wind yachts
- trains (apart from models)
- · caravans and trailers
- any parts or accessories of any of the items above.

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

Liability arising from any of **your family** owning land or **buildings**.

Liability covered by any other policy.

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.

Liability arising from The Party Wall etc. Act 1996.

Any liability resulting from any living creature other than cats and dogs **you** or **your family** own or are legally responsible for (except any dog defined as dangerous or allowed to be dangerously out of control under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any subsequent law.

# Personal Belongings, Money and Credit Cards

This section shows **you** the cover **we** provide for **your personal belongings**, **money** and **credit cards** anywhere within the British Isles and for up to 60 days in any **insurance period** around the world.

#### What is covered

# Personal belongings

Accidental loss or damage to Personal

Belongings owned by your family or to

Personal Belongings which are your family's responsibility under contract, for example, hiring a suit or dress for a special event.

The cover applies:

- · anywhere within the British Isles; and
- worldwide for up to 60 days in any insurance period while in the possession of any of your family.

The most we'll pay for:

- money is the money limit shown on your Policy Schedule
- theft from an unattended motor vehicle is the theft from unattended motor vehicle limit shown on your Policy Schedule.

The **Personal Belongings**, Money and Credit card option covers **your personal belongings** – for example, **your** laptop, camera, mobile phone and clothes – for accidental loss or damage inside and outside **your home**, up to the limit shown on **your** Policy Schedule.

It doesn't cover-

 your household goods or clerical business equipment while they're inside your home, as they're already covered under Contents Cover

#### What is not covered

Anything set out in the policy exclusions on pages 18 and 19.

The policy **excess** shown on **your** Policy Schedule applies except for:

 damage caused by escape of water, in which case the escape of water excess shown on your Policy Schedule applies

Loss or damage caused by the gradual seepage of water into **your home**, such as rising damp or a rise in the water table (the level below which the ground is completely saturated with water).

Property withheld or confiscated by customs or other officials.

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

Loss or damage in your home by:

- theft or attempted theft, or
- malicious damage or vandalism

while **your home** is lent, let or sublet to anyone other than **your family** – unless force and violence has been used to get into or out of **your home**.

Loss by deception.

Theft from unattended motor vehicles – unless at the time of loss or damage the items stolen were out of sight in a boot or closed compartment.

Deterioration of food

# Money

Loss of **money** in the British Isles and temporarily elsewhere while in the possession of any of **your family**.

#### **Credit Cards**

Cover for losses where **your** card provider charges **you** up to a maximum of £50 for each claim for every card, resulting from unauthorised transactions arising from the use of a lost or stolen **credit card**.

Do not forget to inform the police and the bank or **credit card** provider as soon as possible in the event of a loss

#### What is not covered

Theft of any **pedal cycle** left unattended in a public place – unless the **pedal cycle** is locked to an object that cannot be moved or locked inside or to a motor vehicle.

Loss or damage after **your personal belongings** or personal documents have been outside the British Isles for a total of more than 60 days in any **insurance period**.

The most **we** will pay for **personal belongings** and personal documents that have been taken outside the British Isles is the sum insured shown on **your** schedule, but not exceeding the overseas limit shown on **your** schedule.

The overseas limit does not apply to personal belongings specified on **your** schedule.

Theft from unattended motor vehicles – unless at the time of loss or damage the items stolen were out of sight in a boot or closed compartment.

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

Loss or damage in your home by:

- · theft or attempted theft, or
- malicious damage or vandalism

while **your home** is lent, let or sublet to anyone other than **your family** – unless force and violence has been used to get into or out of **your home**.

Loss by deception.

Property withheld or confiscated by customs or other officials.

Loss of value or loss due to errors or omissions in receipts, payments or accountancy.

Loss of **money** not reported to the police within 24 hours of discovery.

Loss which results from any authorised cardholder not following the terms and conditions under which the **credit card** was issued.

Use of **credit cards** by any of **your family** without the permission of any authorised cardholder.

There is no excess payable for credit cards.

In most cases, **you** will only be liable for the first £50 per **credit card**.

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 6). **You** should also read the Claims conditions and Policy exclusions on pages 16 to 19.

## How we settle claims for personal belongings

**We** always aim to repair or replace lost or damaged property. If the damage can be economically repaired, **we**'ll pay the cost of repair.

If the damage can't be economically repaired and the damaged or lost item can be replaced, we'll replace it.

And if a replacement isn't available, we'll replace it with an item of similar quality.

If we can't either economically repair an item or replace it with an item of similar quality, we'll agree a cash payment with you based on the item's replacement value.

**You** can request a cash settlement where **we**'re able to offer repair or replacement. If **we** agree to this, the amount **we**'ll pay won't normally be more than what **we** would've paid **our** nominated repairers or product suppliers.

# Normal use or ageing

If the sum insured on **your** Policy schedule is less than the cost of replacing **your** items as new, **we** may take off an amount for normal use or ageing from the cost of the new item. That's unless the item can be economically repaired, in which case **we**'ll pay only the repair cost.

# If an excess applies

We'll take this off the amount of your claim. We'll only deduct one excess for each incident you claim for. If more than one excess applies to your claim, we'll deduct the highest value one.

## What we won't pay for

We won't pay for:

loss of value to any item we've repaired or replaced.

# What's the most we'll pay for any one claim?

The most **we**'ll pay for any one claim is the amount it'll cost **us** to replace **your** insured items as new – but this can't exceed the sum insured or any limits shown on **your** Policy Schedule, whichever is lower.

# How we settle claims for money and credit cards

- 1 Where an **excess** applies, this will be taken off the amount of **your** claim.
- 2 The most we will pay for any one claim for money and/or credit cards is the sum insured shown on your schedule.

# No claim discount

This part of the policy explains how No claim discount works.

If no incident occurs during the **insurance period** which results in a claim under the **Buildings**, **Contents** or **Personal belongings**, **Money** and **Credit Cards** sections, **your** No claim discount will increase in line with **our** scale at the renewal of the policy.

If an incident occurs which results in a claim just before **your** policy renewal, the claim may not be taken into account at this renewal.

For each incident that occurs during the **insurance period** which results in a claim under the **Buildings**, **Contents** or **Personal belongings**, **Money** and **Credit Cards** sections, **your** No claim discount may reduce in line with **our** scale at the renewal of the policy.

If an incident occurs which results in a claim just before **your** policy renewal, this claim may not be taken into account in calculating **your** No Claim Discount Years and premium at this renewal date. If this happens, the claim will be taken into account at the following renewal date.

You cannot transfer your No claim discount to anyone else.

# **Personal Data**

Data privacy is important to Us and We are committed to ensuring that personal data is protected. Our Privacy Policy details how we collect, use, share, and protect personal data. This can be found by going to Our website <a href="https://www.rsainsurance.co.uk/privacy-policy/">https://www.rsainsurance.co.uk/privacy-policy/</a>. If You have any questions or comments about this Privacy or would like a printed copy of the full notice (a large text version is available), please contact:

RSA Data Protection Officer P O Box 255 Wymondham NR18 8DP

You may also email us at crt.halifax@uk.rsagroup.com.

We obtain Your personal data and that of any joint policyholders or other parties who may be covered by Your Policy from You or those individuals themselves, Your insurance broker if You have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage Your application, quotation and/or Policy;
- process claims:
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet Our legal and regulatory requirements.

We will always keep personal data confidential. However it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, We may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist Us in the administration of Your application, quotation and/or policy or help Us to process any claims; and
- government agencies, regulators, auditors, reinsurers and fraud prevention agencies where required to fulfil Our legal, commercial and regulatory obligations.

We will retain Your personal data (and that of any joint policyholders or other parties who may be covered) for as long as We have a business relationship with You. Once this relationship has ended (for example, Your Policy has expired, Your application is declined or You do not proceed with a quotation) We will only retain such personal data for as long as is necessary to satisfy Our legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection law also gives You various rights over Your personal data. More details of these rights can be found in Our Privacy Policy.

# How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF

Royal & Sun Alliance Insurance Ltd (No. 93792).
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