



# Hastings Premier home policy

A guide to your cover  
and how to make a claim



## Got questions?

You can read our FAQs and view your policy documents in MyAccount:

Log in or register here: [www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)

Chat to our customer services team:

Webchat: [www.hastingsdirect.com/contact-us](http://www.hastingsdirect.com/contact-us)

Call: **0333 321 9801**

Opening hours: Monday to Friday 8am – 9pm

Saturday 9am – 5.30pm, Sunday 10am – 5pm

## What is a Defaqto Star Rating?

Defaqto are an independent financial research company whose Star Ratings show the quality and comprehensiveness of the features and benefits of financial products. Find out more at:

[www.defaqto.com](http://www.defaqto.com)



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# Claims service

## Contents, Personal possessions and Buildings claims.

### If you need to make a claim

- Phone your insurer on the number shown on your policy schedule as soon as possible to report the loss or damage. They will tell you how to proceed with your claim. Please be ready to give them your policy number and details of the loss.
- Tell the police as soon as possible upon discovery if something is lost or if you suspect theft or malicious damage. Ask the police for a crime reference number and tell your insurer as soon as you can.
- You must take all reasonable steps to recover any missing property.
- You must take all reasonable steps to prevent further damage.
- Please also read the claims conditions section on page 29 and 30 of this booklet.

Telephone calls may be recorded or monitored.

If you need to make a claim under your Home Emergency Cover or Family Legal Protection Cover, please use the contact details below:

**Family Legal Protection:**  
**0344 770 1040** and quote 'HISL'

**Home Emergency Insurance:**  
**0800 633 5088**

## Useful hints and tips to help you protect your home

- ✓ If you leave your home unattended, leave the heating on low.
- ✓ Know where the water shut off valve (stopcock) is to isolate the supply in an emergency.
- ✓ In severe cold weather open the loft hatch to warm the void.
- ✓ Regularly check the condition of all roofs for signs of wear and tear, particularly when there has been heavy snowfall.
- ✓ Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- ✓ Consider cutting back low hanging tree branches which could cause damage in high winds.
- ✓ Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letter box.
- ✓ When nobody is home ensure all doors and windows that are in easy reach are locked. You can reduce the risk of theft by installing locks to all doors and windows.
- ✓ A properly functioning smoke detector will alert you in the early stages of a fire giving as much time as possible to make an escape. Test your smoke detector regularly.
- ✓ Avoid leaving pans, cigarettes or candles unattended or in a place likely to be knocked over.

# Information about your contracts of insurance

You will enter into two separate contracts when you take out an insurance policy through us. The first contract is with Hastings Direct for arranging and administering your insurance policy, on your behalf, and we shall charge you an arrangement and administration fee for providing our services. Hastings Direct's terms and conditions are set out in this document (pages 6-11).

The second contract is with the insurer noted on your policy schedule, for providing your insurance, and they shall charge you a separate premium inclusive of insurance premium tax. Their terms and conditions are set out in this document (pages 16-66) the statement of insurance, and policy schedule, all of which are in your welcome pack.

The combined arrangement and administration fee and premium will form the total cost of the insurance and the amounts paid in respect of the cover you hold are found in the covering letter in the welcome pack.

Please note that when we are arranging your insurance on your behalf or making any adjustments to it we are acting on your behalf as your agent. All claims will be dealt with by the insurer concerned.

## Consumer Insurance (Disclosure and Representation) Act 2012

Under the Consumer Insurance (Disclosure and Representation) Act 2012, you have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If you volunteer information which is over and above that requested you must do so honestly and carefully.

You should check your Statement of Insurance to ensure that all facts given are correct.

Failure to answer all questions fully and accurately could invalidate your insurance cover and could result in all or part of a claim not being paid.

## **Caring for our customers**

We want to provide you with a high level of customer service, if you're not happy about something please tell us.

Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)

Call: 0333 321 9677

Customer relations department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-On-Sea TN39 3LW

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

## **Financial Ombudsman Service**

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are:

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

Tel: 0800 023 4567 or 0300 123 9123 (from mobiles or non BT lines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

## Financial Services Compensation Scheme (FSCS)

Hastings Direct and your insurer are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event either of us cannot meet our obligations to you.

This depends on the type of insurance, size of the business and the circumstance of the claim. Further information about the compensation scheme arrangements is available from FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

If you have any questions, or this policy does not meet your needs, please call our:

**Customer Service Department on 0333 321 9801** (8am to 9pm Monday to Friday, 9am to 5.30pm Saturday and 10am to 5pm Sunday).

## Who can speak to us about your policy?

	Arrears Payment	Changes to your policy	Renewal	Cancellation
<b>Policyholder</b>	Yes	Yes	Yes	Yes
<b>Spouse/partner/ nominated person*</b>	Yes	Yes	Yes	No
<b>Direct Debit Payers</b>	Yes	Yes	Yes	No

\*At the request of many of our customers, and to make managing your insurance more convenient for you, we're happy to deal with your spouse or partner, who calls us on your behalf, provided they're named on the policy, regarding payment, changes or renewals. If you would like to change this arrangement, or nominate someone else (such as a named person on the **policy**, friend or other family member), or would prefer us to deal only with you, please email or call us to let us know.

# Hastings Direct's Terms and Conditions

## Whose products do we offer?

We can arrange the following products on your behalf with a range of insurers. You can find a list of the insurers we deal with on our website.



For each optional additional product we only use a single provider, details of which are provided in our optional additional products policy wording.

## Who regulates us?

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 311492. You can check our registration on the FCA's register by visiting their website [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768 (free phone) or 0300 500 8082.

Our permitted business is acting as an agent, arranging and assisting in the administration of non-investment insurance contacts.

## Ownerships and close links

Hastings Insurance Services Limited is wholly owned, via intermediate holding companies, by Hastings Insurance Group Limited (registered in Jersey number 108490) ("HIG") which, in turn is ultimately owned, via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

If we have arranged your insurance with Advantage Insurance Company Limited, we should inform you that we are both part of the same group of entities. Advantage Insurance Company Limited is wholly owned by Advantage Global Holdings Limited ("AGH") which, in turn is ultimately owned via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

Where **your insurer** is Advantage Insurance Company Limited, when dealing with claims we are acting as agent of the Insurer and we also hold claims monies as their agent.



If we have arranged your insurance with Advantage Insurance Company Limited, which is wholly owned by Advantage Global Holdings Limited ("AGH"), we should tell you that AGH is also wholly owned by HIG.

## **Several liability notice**

If we have arranged your insurance with AXA Insurance UK PLC and Advantage Insurance Company Limited, the following will apply.

The obligations of AXA Insurance UK PLC and Advantage Insurance Company Limited under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy

## **What is the insurance intermediary service we provide you with?**

We will provide you with sufficient information to enable you to make an informed decision on your purchase. As we will not make a recommendation please consider all information carefully to ensure the product(s) meet your requirements before you decide to proceed.

Our service includes: arranging your insurance cover on your behalf with insurers to meet your requirements, and helping you with any ongoing changes you have to make, such as amendments to the cover, use and property insured. We will also arrange the cancellation of your policy and arrange cover with an alternative insurer if your requirement to amend your policy is not acceptable to your original insurers. Additionally, we will arrange optional additional covers such as Family Legal Protection, Home Assistance and Key Cover where these meet your needs. We will also arrange the renewal of your insurance, please see the renewing your policy section for more details.

# What you have to pay for our services

We make the following charges for administering your insurance. Your insurer may charge a premium for any changes you make to your policy and will charge a premium for the time you have been on cover should you decide to cancel your policy. These premiums will be in addition to our fees, which are for our services only.

Each fee is non-refundable and is payable at the time of the transaction to which it relates

Service	Fee
<b>Policy arrangement &amp; administration</b>	
Arranging your new policy online	£0.00
Call centre arrangement	£12.50
Arranging your policy at renewal	£5.00
<b>Amendments to your policy made by you</b>	
All amendments to this policy are subject to an administration fee. (We have provided you with a list of examples of the things that we need to know about within the 'changes in your circumstances' within the General Conditions section of your home insurer's policy wording)	£25.00
Correct an error by one of our advisers	£0
<b>Amendment to your policy made by our business administration team</b>	
As part of our new business process our business administration team will check your information and may have to make amendments to your policy to correct the information we hold. Any amendments made as a result of these checks will result in payment of our administration fee.	£25.00
<b>Cancellation – for full details of your right to cancel please see page 29</b>	
Cancellation (within 14 days)	£25.00
Cancellation (after 14 days)	£35.00
<b>Duplicate documentation</b>	
Sent via e-mail or fax	£0
Resent by post due to not being received within 6 weeks of the start of the policy	£0
Sent via post	£5.00
<b>Failed payments</b>	
Cheque/Direct debit	£20.00
<b>Method of Payment Charge</b>	
Payments by debit card	0%
Payments by credit card	0%
Administration fee for third party referral following a failed payment	£25

If we give a discount on our fees and/or the insurer's premium at the inception of your policy, and the policy is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

## **Client money and instalments**

All money received by us in respect of insurance premiums is held on behalf of the relevant insurer so that you have no risk in the event of our bankruptcy.

The total price of your insurance is shown in your documents including insurance premium tax where applicable. For legal purposes, we are required to inform you of the possibility that other taxes or costs may exist that are not paid through or imposed by us, however, we are not aware of the existence of any other taxes or costs currently payable.

When dealing with any amendments or alterations to your policy, we will not collect or refund any amounts under £1. Please note that any interest earned by us and any investment returns on any segregated designated investments will be retained by us.

We use a third party to collect and store card details in accordance with industry standards. We will use the card details stored on our behalf to collect payment for mid-term changes, defaulted instalments including the associated fee, balances following cancellation and for the automatic renewal of your policy. We will inform you in advance of doing so.

In the event of you receiving an overpayment, we will attempt to recover our funds using the credit/debit card stored on our behalf.

If payment is initially made by debit/credit card any refund will be made to the same card in accordance with the Terms and Conditions of the card issuer. All other refunds will be made by cheque. We are unable to give cash refunds.

If you pay using our Direct Debit facility for any adjustments to your premium over the term of your loan, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount.

If you fail to pay us any money you owe to us on the date due, and we instruct a third party to collect this amount, you agree to pay our administration fee of £25.

If you do not pay for your insurance, you must show these details to the person who paid on your behalf.

## **Introducer arrangements**

A third party may have introduced you to us and for this the introducer may be paid a fee by us.

## Your privacy and security

Your privacy is important to us and we go to great lengths to protect it. Our privacy notice will tell you everything you need to know about the personal data we, our insurers and ancillary product providers hold about you, in order to be able to provide you with a quote or insurance policy. It explains how we, our insurers and ancillary product providers may collect, use and share your details and tells you your rights under data protection laws.

You'll find our privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if you'd prefer a paper copy, please speak to our customer relations team. Their details are on the inside back page of this policy document.

If you have any questions about our privacy notice, including any requests to exercise your legal rights under data protection laws, please contact our data protection team. When contacting us, please include your full name, policy number, address and date of birth and send to:

Data Protection Team  
Hastings Insurance Services Limited,  
Conquest House,  
Collington Avenue,  
Bexhill-on-Sea  
TN39 3LW

Email: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

# Renewing your policy

At least 24 days before your policy end date we'll send you a notice of renewal letting you know that your policy is due to expire. In most cases, this notice will include an offer to renew for another year. To help you make an informed decision, any offer made will include key facts about your policy, any changes to the policy terms and an offer price.

In a small number of cases, your insurer may not make you an offer to renew your policy. If this happens, we will search our panel of insurers to try and find an alternative insurer for you. If we're able to find an alternative insurer, we'll include their offer in your notice of renewal. Likewise, we'll tell you if we're unable to find you an insurer.

If you're intending to accept a renewal offer, you must take reasonable care to ensure that your information contained in the policy is correct. This includes, but is not limited to, informing us of any incidents, whether or not a claim was made, or any prosecutions. Failure to notify us of any required changes may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

If anything is not correct, or you need to inform us of any changes to your policy, please contact our customer services team on 0333 321 9801.

Each renewal of the policy represents a new contract of insurance. You will enter into a new contract of insurance with your insurer commencing on the cover start date shown on your renewal schedule.

## Automatic Renewal

We automatically renew most policies. This means that, unless you tell us otherwise, your new insurance cover will start on your renewal date. If we intend to automatically renew your policy we'll tell you on your notice of renewal.

In a small number of cases, we won't automatically renew your policy. We'll tell you on your notice of renewal if this is the case. Some of the reasons why we may not automatically renew your policy include:

- 1) You have previously told us you don't want to automatically renew your policy.
- 2) Our panel of insurers won't insure you for another year.
- 3) You've an outstanding debt on your current policy.

If you don't want to renew your policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date. You can contact our customer services team on 0333 321 9801.

## **After renewal**

You have a right to cancel your policy at any time. For full details of your right to cancel please see pages 29–30.

If you pay for your policy by instalments, we'll continue to collect your premium on a monthly basis, using the same accounts details you gave to us the previous policy year.

If you pay for your policy by credit/debit card, we'll collect the renewal premium on the renewal date from the last card details given to us.

# Important guidance

Our Home Insurance policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, theft, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of your home.

We want to ensure that you are fully aware of the extent of your cover, and would therefore urge you to read this policy in full along with your policy schedule. We have also taken this opportunity to bring some helpful information to your attention.

**This section does not form part of your policy and contains only examples of what is contained in your policy wording.**

## Collision

If someone crashes into your wall or your house make sure you record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

## Subsidence

Damage caused by subsidence is the result of ground movement affecting your property. The most common signs of this are diagonal cracks away from door and window frames. Newer properties will often move for reasons other than subsidence and this natural settlement is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us as soon as possible if you think your house may be affected.

## Escape of water

Your cover for escape of water is designed to cover damage to your property caused by water leaks.

One of the biggest risks of water damage occurs when you are away during the winter when pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this by keeping your central heating on low so your pipes do not freeze over. If you want to turn your heating off then you should drain your central heating system and switch off the water at the mains.

If you are going away in the winter make sure you tell us as this cover ceases after the home has been unoccupied for more than 30 days.

In addition, many claims occur due to water leaks caused when the seals around your bath or shower have worn away. Pipes often burst because they have worn out; if this happens we will be able to pay for the damage the water caused but not to repair the pipe itself.

### **Fires**

A large percentage of fires start in the kitchen, and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Please ensure you bear these risks in mind and take adequate precautions to protect yourself and your family.

Smoke alarms save many lives and significant damage every year. Please ensure that you have them fitted and check them regularly.

### **Floods**

If water has or is expected to enter your property you should secure your home and move your valuables and essentials to an elevated place or upper floor. You should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect your home and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0845 988 1188.

### **Drains**

Some drains which use defective materials such as pitch fibre in their construction are prone to naturally wear out over time. If this happens they will not be covered by your policy but there are more specific insurance policies available to protect you against this risk.

### **Storms**

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage of this nature is not covered by this policy. It is therefore important that you keep your property in a good state of repair. Areas that you should focus on include blocked or broken gutters or down- pipes, and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect, so if you cannot check them yourself you should use a relevant building expert to do this for you.



## Thefts

Many thefts are committed by so called 'opportunist' criminals. Your property is significantly more likely to be burgled if accessible entrances are not locked and secured. Your policy may carry an endorsement about the security you have in place to prevent thefts. This usually requires you to have certain types of door and window locks. Make sure you check your policy schedule to ensure you have the right protection in place. Failure to meet these requirements could result in a higher excess being charged for theft claims, or could result in all or part of a claim not being paid.

If you are going away do what you can to make your house appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries and use timers on lights if you have them.

Garages and sheds are attractive to criminals as they are easier to break in to and often contain valuable items such as tools or golf clubs. Locking these is another important step to minimising the risk of a theft.

You should also take particular care of items such as laptops and MP3 players or iPods if you have personal possessions cover. We will not cover the theft of such items if they have been left unattended outside of your home.

The information you have supplied forms part of the contract of insurance with us, your policy is evidence of that contract, you should read it carefully and keep it in a safe place. In return for having accepted your premium we will, in the event of injury loss or damage happening within the period of insurance, provide insurance as described in the following pages and referred to in your policy schedule. If after reading these documents you have any questions please contact Hastings Direct.

[We recommend that you read this policy in conjunction with your policy schedule to ensure that it meets with your requirements. Should you have any queries please contact Hastings Direct.](#)



# **Your home insurer's policy cover**

# Your Policy Summary

## Guide to cover

This summary does not describe all the terms and conditions of your policy, so please take time to read the rest of this booklet to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your policy schedule.

## Reporting claims:

**For immediate help and to make a claim, call the claims team on the Helpline shown in your policy schedule.**

## Policy features & benefits

### Contents Cover

- Loss or damage caused by fire, smoke, explosion, lightning, earthquake, storm, flood, theft, escape of water (e.g. from burst pipes or tanks) or oil, malicious persons, riot, subsidence, collision by vehicles or animals, falling trees, collapse of aerials or satellite dishes (contents sections 1-11 in the policy wording).
- Cover is provided up to £15,000 for any one valuable and £30,000 in total for any one claim for valuables. Your policy schedule will show these limits or the revised limits if these have been increased
- Cover up to £5,000 for business equipment including up to £500 of business stock.
- Accidental loss of oil or metered water up to £1,000.
- Loss or damage to plants and trees (by contents sections 1, 3, 6 & 7) up to £500 and contents in the open (by contents sections 1-11) up to £1,000.
- Contents removed from the insured property to college or university halls of residence up to £2,500 for theft.
- Rent or alternative accommodation up to a maximum of £15,000 for you and your domestic pets.
- Your contents sum insured is automatically increased by £7,500 in respect of gifts and provisions for the 30 days before and after a religious festival or your or your family's wedding.
- Loss or damage to frozen food due to a change in temperature or contamination by refrigerant fumes up to £1,000.
- Liability to domestic employees up to £10,000,000.
- Tenant's liability up to £15,000. Only applicable if the insured property is rented.
- Public liability insurance up to £2,000,000. Including damage arising from your occupation of the insured property (but not its ownership).

## Personal Possessions

- Loss or damage to personal possessions anywhere in the world. Please refer to policy wording for full details of cover available.
- Cover is provided up to £10,000 or the unspecified personal possessions sum insured (whichever is lower) for any one item.
- Cover is provided up to £1000 for credit card liability and for money, up to £500.

## Buildings Cover

- Loss or damage caused by storm, flood, escape of water (e.g. from burst pipes or tanks) or oil, subsidence, theft, collision by vehicles or animals, falling trees, collapse of aerials or satellite dishes, fire, smoke, explosion, lightning, earthquake, malicious persons, riot (buildings sections 1-11 in the policy wording).
- Alternative accommodation or loss of rent up to £200,000.
- Property owner's liability up to £2,000,000.

## Significant policy exclusions and limitations

### Conditions

Failure to comply with the policy conditions may jeopardise your claim or cover.

- You must notify us as soon as reasonably possible if the full replacement value (contents) or the full rebuilding cost (buildings) exceeds the amount shown in your policy schedule. If the amount shown on your policy schedule represents less than 100% of the full replacement value of your contents or full rebuilding cost of your buildings, we will only be able to settle claims at the percentage you are insured for. For example, if the value shown on your policy schedule only represents 70% of the full replacement value (contents) or full rebuilding cost (buildings) then we will not pay more than 70% of your claim.
- You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your statement of insurance or policy schedule changes during the period of insurance.

### General Exclusions

- Riot or civil commotion outside of the United Kingdom, the Isle of Man or the Channel Islands, confiscation or sonic bangs, radioactive contamination, war risks, terrorism, reduction in market value, date change, pollution and contamination.
- Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents.
- Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you or your family or anyone lawfully in the home.

### **Exclusions under Contents Cover**

- Vehicles or craft or liability from the use of vehicles or craft (please see the definition in this policy booklet for what we mean by vehicles or craft).
- Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Liability arising from any trade, business, profession or employment.
- Loss or damage to valuables, money and business equipment left in the open within the boundaries of the home.

### **Exclusions under Contents Cover and Buildings Cover**

- Loss or damage occurring after the insured property has been unoccupied or unfurnished (please see policy wording for definitions of unoccupied and unfurnished) by theft, malicious people and escape of water or oil.

### **Exclusions under Personal Possessions**

- Theft from an unattended motor vehicle unless the personal possessions are concealed from view and the vehicle is locked.
- Theft from an unlocked hotel room.

## **Caring for our Customers**

It is always our intention to provide you with a high level of customer service. However, if you are dissatisfied with the service provided by Hastings Direct, please contact us using the details shown on page 4 of this booklet.

## **Financial Services Compensation Scheme (FSCS)**

We and your insurer are covered by the FSCS. Please see page 5 of this booklet for more details.

## Information about your policy documents

Your insurance contract is made up of:

- This policy;
- Your policy schedule which has details of you, your insurer, and the cover provided;
- Your statement of insurance which shows all the information you have provided on which the cover has been based.

Your policy schedule will show you which sections and endorsements in this policy apply to you. You should keep a record (including copies of letters) of all the information you supply us with in relation to this insurance.

## Contract of insurance

This policy is a contract solely between you and the Insurer (as shown on your policy schedule). It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party. The information provided by you, to us as stated on your Statement of Insurance forms part of this contract.

If you have paid or agreed to pay the appropriate premium, and arrangement and administration fee the insurer will provide insurance, under the terms set out in this policy, for loss or damage occurring during the period of cover.

Under European law, you and we may choose which law will apply to the contract. Unless you and we have agreed otherwise, English law will apply.

We will communicate in English throughout the course of this contract.

### **Defined terms shown in bold**

Certain words and phrases are printed in **bold type** to show they have a defined meaning. You can find the meanings of these defined terms on the following page.

### **Cover details**

You will find the following headings on many pages.

### **What is covered**

These sections give detailed information on the insurance provided and should be read, at all times, in conjunction with the information provided under 'What is not covered'.

### **What is not covered**

These sections tell you what is not included in your policy.



# Meaning of words

These meanings apply throughout your **policy**.

If a word or phrase has a defined meaning, it will be highlighted in **bold** print and will have the same meaning wherever it is used in the **policy**.

The terms we, us, our, you, and your also have a defined meaning listed here, but are not highlighted in bold throughout the **policy**.

## **Buildings**

The structure of the **home** including fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, septic tanks, permanent swimming pools, fixed hot tubs or jacuzzis, ornamental ponds, fountains, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas, car ports, garages including garages on nearby sites, external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, fixed recreational toys and brick built barbecues, laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, inspection hatches and covers all supplying your **home** and **outbuildings**.

## **Business equipment**

All computers and equipment (excluding data) mainly used for business, trade, professional or employment purposes. This includes stock but excludes business money and documents.

## **Contents**

Household goods (including tenants' fixtures, fittings and interior decorations), frozen foods, **personal effects**, office equipment, **valuables**, **business equipment** and **money** are included provided that they belong to you or your **family** or you or your **family** are legally responsible for them and with the exception of **business equipment** they are mainly used for private purposes.

The following items are not included in this definition:

- **Vehicles or craft.**
- Any living creature.
- Documents.
- Lottery tickets and raffle tickets.
- Any part of the structure of the **buildings**, other than fixtures and fittings, for which you are responsible as the tenant.

<b>Domestic staff</b>	A person employed to carry out domestic duties associated with the <b>home</b> and not employed by you in any capacity in connection with any business trade profession or employment.
<b>Endorsement(s)</b>	A change to the terms of the <b>policy</b> as shown under <b>endorsements</b> in your policy schedule.
<b>Excess</b>	The amount you must pay as the first part of each and every claim made.
<b>Family/they</b>	Your spouse, domestic partner or civil partner, children, <b>domestic staff</b> and any other person all permanently residing with you and not paying for their accommodation.
<b>Flood</b>	An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the <b>buildings</b> .
<b>Heave</b>	The upward or sideways movement of the site on which your <b>buildings</b> are situated caused by swelling of the ground.
<b>Home</b>	The private residence shown in your policy schedule including its garages and <b>outbuildings</b> if they form part of the property.
<b>Landslip</b>	Sudden sideways movement of soil on a slope or gradual sideways creep of a slope over a period of time.
<b>Money</b>	Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards. This does not include credit card, cheque card or cash dispenser card liability.
<b>Outbuildings</b>	Sheds, greenhouses, summer houses, other <b>buildings</b> (but not including caravans, mobile homes or motor homes and structures made of canvas, PVC or any other non-rigid material) which do not form part of the main building of the <b>home</b> and are used for domestic purposes.

<b>Period of Insurance</b>	The period that cover is effective, as stated in your policy schedule.
<b>Personal effects</b>	Clothes and articles of a strictly personal nature likely to be worn, used or carried. For example, mp3 players, portable radios and TVs, hand held games consoles, mobile phones, sports equipment and pedal cycles. It does not include <b>valuables or money</b> .
<b>Policy</b>	Your policy booklet and most recent policy schedule which include any <b>endorsement(s)</b> .
<b>Settlement</b>	Movement due to the distribution or re–distribution loading and stresses within the various elements of construction, which usually occurs in the early stages of the life of a building.
<b>Storm</b>	A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55 mph)* accompanied by torrential rainfall at a rate of at least 25mm per hour or snow to a depth of at least one foot (30 cms) in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass. *Equivalent to Storm Force 10 on the Beaufort Scale
<b>Subsidence</b>	Downward movement of a building foundation caused by loss of support of the site beneath the foundations, which is usually associated with <b>volumetric</b> changes in the subsoil.
<b>Unfurnished</b>	Has not contained enough furniture and furnishings for normal living purposes for more than 30 consecutive days.
<b>Unoccupied</b>	Not lived in by you, your <b>family</b> , lodgers or tenants for more than 30 consecutive days or occupied by squatters.
<b>Valuables</b>	Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals.

**Vehicles or craft**

Electrically or mechanically propelled or assisted vehicles including motor cycles, children's motor cycles, quad bikes and children's quad bikes. Aircraft (including gliders and hang gliders), boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers. Trailers, carts, wagons, caravans and horse boxes. Parts, accessories, tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to your **home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles, and electrically powered pedal cycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

**Vermin**

Rats, mice, squirrels, owls, pigeons, jackdaws, magpies, foxes, bees, wasps or hornets.

**Volumetric**

The measurement of volume of the ground/soil. If the volume of the ground/soil should increase and as a result move upwards from the ground, or decrease resulting in **subsidence** in the ground

**We/us/our**

Hastings Insurance Services Limited trading as Hastings Direct or the insurer stated in your policy schedule.

**You/your**

The person or persons named in your policy schedule as the policyholder(s).

## General conditions

If you or your **family** do not comply with these general conditions, we may, at our option, cancel the **policy** or refuse to deal with your claim or reduce the amount of any claim payment.

### The value of your contents

You must notify us immediately when the full value of your **contents** exceeds £75,000.

If the full value of your **contents** exceeds this sum the cover under the **policy** may not apply.

The full value of your **contents** means the current cost as new.

### The value of your buildings

You must notify us immediately if the full value of the **buildings** exceeds £1,000,000. If the full value of the **buildings** exceeds this sum the cover under the **policy** may not apply.

The full value of the **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

### Taking care of your property

You and your **family** must take, and cause to be taken, all reasonable precautions to avoid injury, loss or damage and take, and cause to be taken, all practicable steps to safeguard all the property insured from loss or damage. You must maintain the property insured in good repair.

### Precious stones

The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately.

## Changes in your circumstances

The terms of your **policy** and premium are based on the information you have given us. If any of this changes you should tell Hastings Direct by calling their customer service department on 0333 321 9801. Below are some examples of what you should tell them. Please note this list is not exhaustive and you should contact Hastings Direct if you are unsure about whether you need to inform them of a change. Any changes to your **policy** will be subject to your insurer's agreement and may not be acceptable, therefore please contact Hastings Direct for guidance on changes you wish to make. If a change to your **policy** is acceptable it may result in revised terms and/or a change in the premium. Any changes to your policy will also be subjected to our administration fee, please see page 8 for details.

Please tell Hastings Direct immediately if:

- You change your address.
- Someone lives in your **home** other than you and your **family**.
- Your **home** becomes **unoccupied** or **unfurnished**.
- The rebuilding costs of the **home** or the replacement values of the **contents**, personal possessions or pedal cycles exceed the limits shown in your policy schedule.
- You, your **family** or anyone currently living with you is convicted of any offence other than driving offences.
- You, your **family** or anyone currently living with you have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgement (CCJ) or Individual Voluntary Arrangement (IVA).
- You change your occupation.
- The **home** is being used for business or professional purposes.
- The **home** is not in a good state of repair.
- The **home** is undergoing structural alteration, structural repair, restoration or renovation.
- Any of the information provided and recorded in your statement of insurance has changed.

# Cancellation

This section contains important notes about yours, ours and your **insurer's** rights of cancellation. You must read these notes carefully. To cancel this product you should contact Hastings Direct customer service on 0333 321 9801.

## Your right to change your mind

You have the right to cancel this **policy** within 14 days of taking it out or renewing it (or within 14 days of receiving the **policy** documents, if later), without giving a reason. Unless you have made a claim under the policy, you will receive a refund of premium for the cover you have not used, subject to our cancellation fee of £25, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the insurer. In these circumstances, the effective date of cancellation will be the date that you serve notice of your wish to cancel.

## Cancellation Rights

We and your **insurer** both have the right to cancel your **policy** at any time by giving you 7 days notice in writing. We or your **insurer** will send a cancellation letter to the latest address we have for you and will set out the reason for cancellation in the letter. Neither we nor your **insurer** will ever cancel your **policy** without a valid reason for doing so. Valid reasons may include but are not limited to the following:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If payment is not received by that date we will cancel your **policy** with immediate effect and notify you in writing that such cancellation has taken place.
- You refuse to allow us or your **insurer** reasonable access to your property in order to provide the services you have requested under this **policy** e.g. when you have a claim.
- Where you are required in accordance with the terms of this policy booklet to co-operate with us or your **insurer**, or send us or your insurer information or documentation and you fail to do so in a way that materially affects your **insurer's** ability to process your **policy**, a claim, or ability to defend their interests.
- If, by law or other reason, we are prevented from providing cover under this **policy**.
- Where there is a material failure by you to take care of your property as required by the paragraph headed "Taking care of your property" in the General Conditions section of this policy booklet.
- We may also cancel this **policy** without giving you notice and without refunding your premium if you:
  - Do not keep to the terms and conditions of this **policy** in any significant way.
  - Make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud.
  - Fail to cooperate with our or your **insurer's** representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your **insurer's** staff or suppliers.

In these circumstances if you make a valid claim before the **policy** is cancelled, your insurer will pay it before your **policy** is cancelled.

You may also cancel the **policy** at any time after the initial 14 day period detailed above by contacting us.

### Following cancellation, your refund of premium will be calculated as follows:

- If you serve notice of cancellation prior to commencement of cover, you will be entitled to a full refund of the premium you have paid, less our call centre arrangement fee of £12.50 (if applicable).
- If you or we cancel the policy within the 14 days cooling off period, unless you have made a claim under the **policy**, you will receive a refund of premium for the cover you have not used, subject to our cancellation fee of £25, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**.
- If you or we cancel the **policy** at any other time, we will refund the part of the premium you have not used subject to our cancellation fee of £35, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**.

### Claims

No refund of premium will be provided if you have made a claim, or if one has been made against you, during the period of insurance and if you are paying by instalments, you will have to pay the balance of the annual premium and our cancellation fee of £35 will still be payable.

### Instalments

If you cancel your **policy**, the instalments you have paid may not be sufficient to pay for the cover that has been provided and you will need to pay the balance that remains following cancellation.

In addition to the above, if Hastings Direct or your **insurer** gives a discount on fees and/or premium at the inception of your **policy**, and the **policy** is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

If this home insurance is cancelled by you or us, the cover under any optional additional products purchased with this policy will also be cancelled. Please see your optional additional product documentation for details of refunds on these products.

If you do not pay for your insurance, you must show these details to the person who paid on your behalf.



# Claims conditions

You and your **family** must comply with the following claims conditions to have the full protection of your **policy**. If you/**they** do not comply with them we may, at our option, cancel the **policy** or refuse to deal with your claim or reduce the amount of any claim payment.

## The first thing you must do

If property is lost, or theft, attempted theft, riot damage or malicious damage is suspected you must inform the police, as soon as you become aware, and obtain a crime or lost property reference number. We recommend that you check your **policy** cover. Check that the loss or damage is covered. This **policy** contains details of what is covered and how claims are settled.

## You should always immediately:

- Contact us by phone on the helpline shown in your policy schedule.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

## Claims process

When you phone the Helpline shown in your policy schedule we will:

- i take details of the loss
- ii arrange for an approved tradesperson to provide us with an estimate or undertake emergency repairs immediately
- iii instruct an approved supplier to contact you if appropriate
- iv where necessary arrange for someone to call or contact you by phone as soon as possible to discuss your claim. This person may be one of our own claims staff or an independent Chartered Loss Adjuster

## What you must do after making your claim

If we ask, you must send us written details of your claim within 30 days. Provide us with full details in writing as soon as possible if someone is holding you or your **family** responsible for damage to their property or bodily injury to them. You must also send us any writ summons, letter of claim or other document as soon as possible.

To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property. To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property.

We will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim.

**continued**

## Claims conditions continued

What you must not do

- Admit or deny any claim made by someone else against you or your **family** or make any agreement with them.
- Dispose of damaged items as we may need to see them.
- Abandon any property for us to deal with, unless you have our permission.

We have the right to negotiate, settle or defend any such claim in your name and on your behalf and take possession of the property insured and deal with salvage. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.

## Fraud

You and your **family** must not act in a fraudulent manner. If you or anyone acting for you:

- Makes a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect or makes a statement in support of a claim knowing the statement to be false in any respect or
- Submits a document in support of a claim knowing the document to be forged or false in any respect or makes a claim in respect of any loss or damage caused by your willful act or with your connivance.

Then:

- We shall not pay the claim.
- We shall not pay any other claim which has been or will be made under the **policy**
- We may at our option declare the **policy** void.
- We shall be entitled to recover from you the amount of any claim already paid under the **policy** since the last renewal date.
- We shall not make any return of premium.
- We may inform the police of the circumstances.

# How we settle claims

## Buildings contents and Personal possessions sections

We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash.

Where we can offer repair or replacement through a preferred supplier, but we agree to pay a cash settlement, then payment will not exceed the amount we would have paid the preferred supplier.

If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied. We may appoint an approved supplier to act on our behalf to validate your claim. They are authorised to arrange a quotation, a repair or a replacement.

All permanent repairs carried out by our approved supplier are guaranteed for 12 months.

## Matching sets, suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. We will pay you for individual damaged items but not for undamaged companion pieces.

Where carpeting is damaged beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

## Will a deduction be made for wear and tear?

**Contents** – There will be no deduction for all **contents**, provided they have been maintained in good repair and the Sum Insured represents the full value of the property (please see General Conditions).

The **buildings** – If repair or reinstatement is carried out there will be no deduction provided that the Sum Insured represents the full value of the **buildings** and they have been maintained in good repair (please see General Conditions).

## Other insurance policies

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

# General exclusions

These exclusions apply throughout your **policy**.

We will not pay for:

## 1. Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom the Isle of Man or the Channel Islands.

## 2. Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 3. Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

## 4. Confiscation

Any loss or damage or liability caused by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers:

- Liability to **domestic staff**.
- Tenant's liability.
- Public liability.
- Property owner's liability.

## 5. Radioactive contamination

1. Loss or damage to any property or any loss or expense resulting or arising therefrom, or any other loss, damage or additional expense following on from the event for which you are claiming.
2. Any legal liability directly or indirectly caused by or contributed to by or arising from: ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

## 6. War risks

Any loss or damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

## 7. Terrorism

Any loss or damage or cost or expenses of any nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating hereto. For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ethnic, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

## 8. Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident occurring within the **period of insurance**.
- Leakage of oil from a domestic oil installation at your **home**.

## 9. Gradual deterioration/maintenance

Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your **buildings** and its **contents**.

## 10. Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, willfully, maliciously, illegally or unlawfully by you or your **family** or anyone lawfully in the **home**.

# Your Policy Cover - Contents

Your policy schedule will show if this section is in force.

What are **contents**?

All of the following things are included provided that they belong to you or your **family** or that you or **they** are legally responsible for them, and with the exclusion of **business equipment** that they are mainly used for private purposes.

- Household goods
- **Personal effects**
- **Valuables**
- **Money**
- **Business equipment**
- **Vehicles or crafts**

What **contents** are not covered?

1. Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawn mowers, garden implements, wheelchairs, models and toys are covered.
2. Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (1) above.
3. Any living creature.
4. **Contents** more specifically insured by any other insurance.
5. Documents other than as shown in contents section 21.
6. Lottery tickets and raffle tickets.
7. Any part of the structure of the **buildings** other than fixtures and fittings for which you are responsible as occupier.

## What is the most we will pay?

We will not pay more in total than the Sum Insured for **contents** shown in your policy schedule for any one claim under contents sections 1–13, 18, 24, 30, 31 and 32.

We will pay up to the Sum Insured for, **contents**, and for contents sections 14–17, 19–23 and 25–29 up to the limits shown.

The following limits apply:

For any one valuable – £15,000.

For any one claim for **valuables** – £30,000.

For **money** – £500.

For **business equipment** – £5,000 which can include an amount up to £500 for business stock.

These are the standard limits. If you have increased any of them the revised limits which apply to your **policy** will be shown in your policy schedule.

Your **policy** covers loss or damage to you or your **family's contents** while they are in the **home** by the following:

## Contents Section 1 – Fire, explosion, lightning, earthquake

### What is covered

Loss or damage caused by fire, explosion, smoke, lightning or earthquake.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Smoke damage arising gradually or out of repeated exposure.

## Contents Section 2 – Storm or flood

### What is covered

Loss or damage caused by **storm** or **flood**.

**Storm** means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a **storm**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage by frost.

## Contents Section 3 – Theft

### What is covered

Loss or damage caused by theft or attempted theft.

Minimum security precautions endorsement may apply – please see your policy schedule.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
4. Loss or damage from the **home** if any part of it is occupied by anyone other than you or your **family**, unless there has been forcible and violent entry to or exit from the **home**.
5. Loss by deception unless deception is only used to gain entry to the **home**.

## Contents Section 4 – Escape of water

### What is covered

Loss or damage caused by water leaking from:

1. A fixed water installation
2. A drainage installation
3. A heating installation
4. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured section is operative.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

## Contents Section 5 – Escape of oil

### What is covered

Loss or damage caused by escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured section is operative.



### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

## Contents Section 6 – Malicious people

### What is covered

Loss or damage caused by malicious people or vandals.

Minimum security precautions endorsement may apply – please see your policy schedule.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage caused by persons lawfully in the **home**.

## Contents Section 7 – Riot and civil commotion

### What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

### What is not covered

The amount of the **excess** shown in your policy schedule.

## Contents Section 8 – Subsidence, ground heave or landslip

### What is covered

Loss or damage caused by:

1. **Subsidence** or ground **heave** of the site on which the **buildings** stand
2. **Landslip**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage caused by coastal or river bank erosion.

## Contents Section 9 – Collision

### What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage caused by **vermin**, birds, domestic pets or insects.

## Contents Section 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

### What is covered

Loss or damage caused by the breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings or masts, lampposts, telegraph poles, electricity pylons, poles or overhead cables.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage to the items themselves.

Cover for items in or on the **home** may be covered – please see contents section 12.

## Contents Section 11 – Falling trees

### What is covered

Loss or damage caused by falling trees or branches.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. The cost of removal of the fallen tree or branch.
3. Loss or damage caused during tree felling, lopping or topping.

## Contents Section 12 – Home entertainment equipment

### What is covered

Accidental damage to television sets, radios, MP3 players, compact disc players, record players and tape recorders, video recorders, DVD players, computers (including portable computers) cable/satellite/digital television receivers, television aerials and satellite dishes.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Damage to records, discs, cassettes and tapes.
3. Accidental damage or contamination to computers or computer equipment by:
  - a. erasure or distortion of data
  - b. accidental erasure or mislaying or misfiling of documents or records
  - c. viruses.
4. Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering.
5. Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it.
6. Damage to equipment not in or on the **home**.
7. Loss or damage by chewing, scratching, tearing or fouling by domestic pets.
8. Damage caused by wear and tear.
9. Damage caused by rot fungus insects or **vermin**.
10. Damage caused by the action of light or any atmospheric or climatic condition.
11. Damage caused by any gradually operating cause.
12. Mobile phones.

## Contents Section 13 – Mirrors and glass

### What is covered

Accidental breakage of mirrors, fixed glass in and glass tops of furniture, ceramic hobs and ceramic tops of cookers, glass oven doors.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage while they are not in the **home**.

## Contents Section 14 – Keys and locks

### What is covered

We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

1. External doors and windows of the **home**.
2. An alarm protecting the **home**.
3. A safe in the **home**

following the theft of their keys.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. The cost of replacing keys and locks to a garage or **outbuilding**.

We will only pay under contents cover or buildings cover if both Sections are insured for any one claim.

## Contents Section 15 – Credit card liability

### What is covered

You or your **family's** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the **home** and following its unauthorised use by any person not related to or living with you.

We will pay up to £1,000 for any one claim.

Do not forget to inform the police and issuing authorities in the event of a loss.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Any loss unless you or your **family** have complied with the terms and conditions of the issuing authority.
3. Any loss or claim due to accounting errors or omissions.

## Contents Section 16 – Domestic heating oil

### What is covered

We will pay up to £1,000 for any one claim for accidental loss of domestic heating oil.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

## Contents Section 17 – Metered water

### What is covered

We will pay up to £1,000 for any one claim for accidental loss of metered water.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

## Contents Section 18 – Contents in the garden

### What is covered

We will pay you up to £1,000 for any one claim for loss or damage by contents sections 1 and 3 –11 to **contents** when in the open within the boundaries of the **home**. Items such as garden furniture, external statues and garden pots are included within this section.

Limited cover for plants and trees is provided under contents section 30.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage to plants and trees.
3. Loss or damage to **valuables** or **money**.
4. Loss or damage to **business equipment**.

## Contents Section 19 – Temporary removal

### What is covered

Loss or damage by contents sections 1–11 to **contents** temporarily removed from the **home** to:

1. Any bank or safe deposit.
2. Any occupied private dwelling.
3. Any building where you or your **family** are working or temporarily living while anywhere in the world.

Under points 2 and 3 above, the maximum amount payable for theft or attempted theft from a room in a school, boarding house, college or university halls of residence accommodation is £2,500 for any one claim. We provide insurance protection for **contents** in the **home** during normal periods of unoccupancy for example when you are on holiday. However if you are going away for 30 consecutive days or more or if the **home** is to be vacated please tell us as this may affect the terms of your **policy**.

### Student belongings

This cover automatically includes student's possessions up to the total sum insured (limited to £2,500 for theft or attempted theft) providing the student still has their permanent address at the **home**. Additional cover is available under the Personal Possessions Section (if chosen).

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage:
  - a. by theft, unless it involves forcible or violent entry to or exit from a building
  - b. from a caravan, a mobile home or motor home
  - c. outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious people
  - d. to **business equipment**

## Contents Section 20 – Alternative accommodation

### What is covered

We will pay you up to £15,000 for any one claim whilst the **home** cannot be lived in because of loss or damage to **contents** covered under contents cover, for:

1. Rent for which you are legally liable or
2. The reasonable increased cost of alternative accommodation for you, your **family** and your domestic pets.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Contents Section 21 – Documents

### What is covered

We will pay you up to £500 towards any one claim for loss or damage, by contents sections 1–11, to documents (other than **money**) whilst:

1. Within the main building of the **home** or
2. Deposited for safe custody in any bank safe deposit or bank solicitor's strongroom anywhere in the world.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Property more specifically insured by any other insurance.
3. Property mainly used for business, trade, profession or employment purposes.

## Contents Section 22 – Religious festivals and weddings

### What is covered

Your contents cover limit is automatically increased by £7,500 for gifts and provisions:

1. During the period 30 days before and 30 days after a recognised religious festival
2. During the period 30 days before and 30 days after your or a member of your **family's** wedding.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Contents Section 23 – Visitors' personal effects

### What is covered

We will pay any visitor at your request up to £1,000 towards any one claim, for each visitor, for loss or damage by contents sections 1–11 to their **personal effects** whilst within the **home**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage specifically excluded under contents cover.



## Contents Section 24 – Domestic staff’s personal effects

### What is covered

We will pay **domestic staff** at your request up to £1,000 towards any one claim, for each member of your **domestic staff**, for loss or damage, by contents sections 1–11, to their **personal effects** whilst within the **home**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage specifically excluded under contents cover.

## Contents Section 25 – Frozen food

### What is covered

Up to £1,000 for loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:

1. A change in temperature, or
2. Contamination by refrigerant or refrigerant fumes.

The refrigerator or deep freeze cabinet must be:

1. In the **home**.
2. Owned by, or the responsibility of, you or your **family**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage resulting from:
  - a. the deliberate act of you, your **family** or any electricity supplier
  - b. strike, lock-out or industrial dispute
  - c. property mainly used for business, trade, profession or employment purposes

## Contents Section 26 – Liability to domestic staff

### What is covered

Subject to the limit below we will pay any amount that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

We will pay you up to £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

### What is not covered

Your or your **family's** legal liability to pay compensation or costs for bodily injury (including death) sustained by any **domestic staff** when they are:

1. Carried in or upon a vehicle.
2. Entering, getting onto or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by you or your **family** of a vehicle.

For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.

## Contents Section 27 – Tenant’s liability (applicable if the home is rented)

### What is covered

We will pay up to £15,000 for any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as tenant of the **home** in respect of:

1. Damage to the **buildings** by any cause specified under buildings cover of this **policy**.
2. Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **home**.
3. Accidental breakage of:
  - a. fixed glass in:
    - i. windows
    - ii. doors
    - iii. fanlights
    - iv. skylights
    - v. greenhouses
    - vi. conservatories
    - vii. verandas
  - b. fixed ceramic hobs or hob covers
  - c. fixed sanitaryware and bathroom fittings

### What is not covered

1. Loss or damage to gates, hedges and fences.

## Contents Section 28 – Liability to the public

### What is covered

We will pay up to £2,000,000 (which includes costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **period of insurance** in respect of accidental:

1. Death, bodily injury or illness of any person not an employee of either you or your **family**
2. Damage to material property not belonging to or in the custody or control of you, your **family** or **domestic staff** and arising from:
  - a. the occupation of the **home** (but not its ownership) or
  - b. the private pursuits of you or your **family**
  - c. the employment by you or your **family** of **domestic staff**

### What is not covered

Legal liability to pay compensation or costs arising from:

1. Any business, trade, profession or employment.
2. The transmission of any communicable disease or virus.
3. The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) but we will cover liability arising from the ownership, possession or use of lawn mowers, garden implements, wheelchairs and models.
4. The ownership possession or use of watercraft (which includes sailboards and windsurfers) aircraft, caravans and trailers but we will cover liability arising from the ownership possession or use of models, toys, any hand or foot propelled watercraft under 5 metres in length and surfboards.
5. The ownership possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable).
6. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

## Contents Section 29 – Unrecovered damages

### What is covered

We will pay up to £2,000,000 for any award of damages made in you or your **family's** favour which:

1. is in respect of death, bodily injury or illness or damage to property of such nature that you or your **family** would have been entitled to indemnity under Liability to the Public had you or your **family** been responsible for the injury or damage and
2. is made by a court within the United Kingdom, Isle of Man or Channel Islands and
3. is still outstanding six months after the date on which it is made and
4. is not the subject of an appeal.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Contents Section 30 – Garden plants

### What is covered

We will pay you up to £500 for any one claim for loss or damage to plants and trees by contents sections 1, 3, 6 & 7 while in the open within the boundaries of the land belonging to the **home**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Contents Section 31 – Emergency entry

### What is covered

Loss or damage to **contents** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency involving you or your **family**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Contents Section 32 - Fatal accident

### What is covered

If you or your spouse, domestic partner or civil partner living with you suffers accidental injury during the **period of insurance** which proves fatal within 12 months of its occurrence and occurs within the United Kingdom the Channel Islands or the Isle of Man as a result of:

1. Accident or assault.
2. Fire in the **home**.
3. An accident whilst travelling as a passenger on a public service vehicle.
4. Assault in the street.

We will pay £5,000 to the deceased's legal personal representative(s).

### What is not covered

1. We will not pay where:
  - a. the person is over the age of 75 years.
  - b. the incident is not reported to us within 14 days of death.

## Contents Section 33 – Downloaded audio/visual files

### What is covered

We will pay up to £1,000 for any one claim for loss or damage to legally downloaded audio/visual files stored on your home entertainment equipment and/or mobile phone as a result of contents sections 1 to 11 insured by this section.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Contents Section 34 – House removal

### What is covered

Accidental loss or damage to **contents** whilst in the course of removal by professional removal contractors from the **home** to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Accidental loss or damage:
  - a. to **money**
  - b. to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors
  - c. to jewellery
  - d. during sea transit
  - e. whilst the **contents** are in storage
  - f. caused by mechanical or electrical breakdown or failure.

# Contents additional cover

Your policy schedule will show if this extension has been chosen.

## Contents Section 35 – Additional accidental damage

### What is covered

Accidental loss or damage to **contents** whilst in the **home**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Any loss or damage specifically excluded under contents cover.
3. Accidental loss or damage:
  - a. by mechanical or electrical breakdown or failure
  - b. arising from the cost of remaking any film, disc or tape or the value of any information contained on it
  - c. caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
  - d. by chewing, scratching, tearing or fouling by domestic pets
  - e. by wear and tear
  - f. by rot, fungus, insects or **vermin**
  - g. by the action of light or any atmospheric or climatic condition
  - h. by any gradually operating cause
  - i. to food, drink or plants
  - j. specifically provided for under contents cover
  - k. to computers or computer equipment:
    - i by erasure or distortion of data
    - ii by accidental erasure or mislaying or misfiling of documents or records
    - iii by viruses
    - iv by contamination
  - l. arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
  - m. while the **home** is **unoccupied** or **unfurnished**
  - n. while the **home** is lent, let or sub-let



# Your Policy Cover - Personal possessions

Your policy schedule will show if this section has been chosen.

**Personal effects, valuables** and **money** are included if they belong to you or your **family** or you or **they** are legally responsible for them and they are mainly used for private purposes.

## What are Personal possessions?

All of the following things are included provided that they belong to you or your **family** or you or **they** are legally responsible for them and they are mainly used for private purposes.

## Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried. For example, mp3 players, portable radios and TVs, hand held games consoles, mobile phones, sports equipment and pedal cycles. It does not include **valuables** or **money**.

## Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

## Money

This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards.

If a reduced premium rate applies for items permanently kept in your bank we must be notified of their removal otherwise no cover will be operative.

## What is the most we will pay?

We will pay you up to the sum insured shown in your policy schedule in total for personal possessions in your **policy** for any one claim. The sum insured for this section is included within the sum insured for contents cover and is not in addition to it.

The following limits apply:

1. For **money** – £500
2. For any one unspecified article – the unspecified personal possessions sum insured or £10,000 whichever is the lower.

These are the standard limits, if you have increased any of them, the revised limits which apply to your **policy** will be shown in your policy schedule.

## Personal Possessions Section 1 – Loss or damage

### What is covered

Loss or damage to **valuables, money, personal effects** and belonging to you and your **family** whilst anywhere in the world.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage:
  - a. arising from the cost of remaking any film, disc or tape or the value of any information contained on it
  - b. caused by, or in the process of, cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering
  - c. caused by chewing, scratching, tearing or fouling by domestic pets
  - d. caused by rot, fungus, insects or **vermin**.
  - e. caused by any gradually operating cause or wear and tear
  - f. caused by theft or attempted theft from an unattended motor vehicle unless the item(s) are concealed from view all windows are closed and all doors including the boot are locked
  - g. to items not in the care, custody or control of you, or your **family** or an authorised person
  - h. caused by theft or attempted theft from an unlocked hotel room
  - i. by depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
  - j. by mechanical or electrical breakdown or failure

- k. to watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but wheelchairs, models and toys are covered
- l. to parts, accessories, tools and fitted radios cassette players and compact disc players for the things excluded in (k) above
- m. by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or in or secured to a motor vehicle
- n. to any property mainly used for business, trade, profession or employment purpose
- o. to plants or any living creature
- p. to documents
- q. where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
- r. specifically covered elsewhere in this **policy**
- s. to computers or computer equipment:
  - i. by erasure or distortion of data
  - ii. by accidental erasure or mislaying or misfiling of documents or records
  - iii. by viruses
  - iv. by contamination
- t. while the **home** is left **unoccupied** or **unfurnished**
- u. to property more specifically insured by any other insurance
- v. to lottery tickets and raffle tickets
- w. to strings, reeds or drum heads'

## Personal Possessions Section 2 – Credit card liability

### What is covered

Your or your **family's** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with you.

We will pay up to £1,000 for any one claim.

Do not forget to immediately inform the police and issuing authorities in the event of a loss.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Any loss or claim unless you or your **family** have complied with the terms and conditions of the issuing authority.
3. Any loss or claim due to accounting errors or omissions.

# Your Policy Cover - Buildings

Your policy schedule will show if this section has been chosen.

## What are buildings?

The structure of the **home** including fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, septic tanks, permanent swimming pools, fixed hot tubs or jacuzzis, ornamental ponds, fountains, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas, car ports, garages including garages on nearby sites, external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, fixed recreational toys and brick built barbecues, laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, inspection hatches and covers all supplying your **home** and **outbuildings**.

## What is the most we will pay?

We will pay you up to the buildings sum insured shown in your policy schedule for any one claim under buildings sections 1–12, 14, 17, 18 and 20. We will pay, in addition, amounts due under buildings sections 13, 15, 16 and 19 up to the limits shown.

Your **policy** covers loss or damage to the **buildings** for the following:

## Buildings Section 1 – Storm or flood

### What is covered

Loss or damage caused by **storm** or **flood**.

**Storm** means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a **storm**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage:
  - a. by **subsidence**, ground **heave** or **landslip**
  - b. to gates, hedges, fences, drives or paths
  - c. to radio, television aerials or satellite dishes
  - d. by frost

## Buildings Section 2 – Escape of water

### What is covered

Loss or damage caused by escape of water from or frost damage to:

1. A fixed water installation.
2. A fixed drainage installation.
3. A heating installation.
4. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured section is operative.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage:
  - a. while the **home** is **unoccupied** or **unfurnished**
  - b. resulting in **subsidence**, ground **heave** or **landslip**
  - c. by dry rot

## Buildings Section 3 – Escape of oil

### What is covered

Loss or damage caused by escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil fired heating installation.

Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured section is operative.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

## Buildings Section 4 – Subsidence, ground heave or landslip

### What is covered

Loss or damage caused by:

1. **Subsidence** or ground **heave** of the site on which the **buildings** stand.
2. **Landslip**.

Damage to your **home** caused by the ground moving is covered whether this movement is downwards due to **subsidence**, upwards due to **heave** or sideways due to **landslip**.

**Subsidence** is the downward movement of a building foundation caused by loss of support of the site beneath the foundations. This is usually associated with **volumetric** changes in the subsoil and is covered by the **policy**.

**Settlement** is movement due to the distribution or re–distribution loading and stresses within the various elements of construction. This usually occurs in the early stages of the life of the building it is not normally a continuing problem and is not covered by the **policy**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage:
  - a. caused by normal **settlement**, shrinkage or expansion
  - b. resulting from coastal or river bank erosion
  - c. arising from construction, structural alteration, repair or demolition
  - d. arising from the use of defective materials, defective design or faulty workmanship
  - e. to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools, services tanks unless the **home** has been damaged at the same time by the same cause
  - f. to or resulting from movement of solid floor slabs and non load bearing walls, unless the foundations beneath the load bearing walls of the **home** are damaged at the same time by the same cause

## Buildings Section 5 – Theft

### What is covered

Loss or damage caused by theft or attempted theft.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage from the **home** if any part of it is occupied by anyone other than you or your **family**, unless there has been forcible and violent entry to or exit from the **home**.
4. Loss by deception unless deception is only used to gain entry to the **home**.

## Buildings Section 6 – Collision

### What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage caused by **vermin**, birds, domestic pets or insects.

## Buildings Section 7 – Falling trees

### What is covered

Loss or damage caused by falling trees or branches.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. The cost of removal if the fallen tree or branch has not caused damage to the **buildings**.
3. Loss or damage caused during tree felling, lopping or topping.

## Buildings Section 8 – Aerials, satellite dishes, telegraph poles or electricity pylons

### What is covered

Loss or damage caused by the breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings or masts, lampposts, telegraph poles, electricity pylons, poles or overhead cables.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage to the items themselves.

Certain items may be covered under contents section 10. Your policy schedule will show if you have chosen this cover.

## Buildings Section 9 – Fire, explosion, lightning or earthquake

### What is covered

Loss or damage caused by fire, explosion, lightning or earthquake.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Smoke damage caused gradually from repeated exposure.

## Buildings Section 10 – Malicious people

### What is covered

Loss or damage caused by malicious people or vandals.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage caused by persons lawfully in the **home**.

## Buildings Section 11 – Riot and civil commotion

### What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.



## Buildings Section 12 – Debris removal and building fees

### What is covered

We will pay for any one claim for necessary expenses incurred during rebuilding or repairing the **buildings** as a result of damage covered by buildings cover for:

1. Architects, surveyors, consulting engineers and legal fees
2. The cost of clearing debris from the site or demolishing or shoring up the **buildings**
3. The cost to comply with government or local authority requirements.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Costs incurred after a notice to comply with any statutory regulations or local authority requirements have been served on you.

## Buildings Section 13 – Keys and locks

### What is covered

We will pay you up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

1. external doors and windows of the **home**
2. a safe within or an alarm protecting the **home** following the theft of their keys.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. The cost of replacing keys and locks to a garage or **outbuilding**.

We will only pay under contents cover or buildings cover if both sections are insured for any one claim.

## Buildings Section 14 – Alternative accommodation

### What is covered

We will pay you up to £200,000 for any one claim while the **home** cannot be lived in because of loss or damage to **buildings** covered under buildings cover, for:

1. the increased cost of alternative accommodation for you and your **family** and your domestic pets or
2. the amount of rent and ground rent you and your **family** lose.

## Buildings Section 15 – Emergency entry

### What is covered

1. Loss or damage to the **buildings** caused when the fire, police or ambulance service has to force an entry into the **buildings** because of an emergency involving you or your **family**.
2. Re-landscaping of the gardens following damage caused by fire, police or ambulance services.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Buildings Section 16 – Contracting purchaser

### What is covered

If you have contracted to sell the **home** the purchaser shall have the full protection of your **policy** in respect of the **buildings** up to the date of completion of the purchase as long as the **home** is not covered by any other insurance.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.

## Buildings Section 17 – Property owner’s liability

### What is covered

Any amount that you or your **family** become legally liable to pay as compensation (including claimant’s costs and expenses) arising from your ownership (but not occupation) of the premises which causes accidental death, bodily injury or illness to any person or damage to property. This includes cover for defective work carried out by you or your **family** or on your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you or your **family** before the occurrence of bodily injury or damage in connection with such private residence. We will pay up to £2,000,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

### What is not covered

Your legal liability to pay compensation arising directly or indirectly from:

1. An agreement which imposes a liability on you which you would not be under in the absence of such agreement.
2. The use or occupation of the **home** for any business, trade, profession or employment.
3. Death or bodily injury illness or disease to any person who is a member of your **family** residing with you or any person under a contract of service.
4. Damage to property belonging to or under the control of you or a member of your **family** residing with you.
5. Death bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment.
6. If you are entitled to indemnity under another insurance **policy**.
7. Arising more than seven years after this **policy** has expired or been cancelled.
8. For the cost of rectifying any fault or alleged fault.

## Buildings Section 18 – Trace and access

### What is covered

We will pay up to £5,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the **home** caused by:

1. Escape of water from a fixed water, drainage or heating installation.
2. Escape of oil from a fixed oil fired heating installation.
3. Accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the **home**.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

### What is not covered

1. The amount of **excess** shown in your policy schedule.
2. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.
3. The cost of repair of the source of the damage unless the cause is covered elsewhere in this **policy**.

## Buildings Section 19 – Pipes and cables

### What is covered

1. Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the **home** and for which you are responsible.
2. Up to £1,000 for breaking into and repairing an underground pipe for which you are legally responsible and which services the **home** where it is essential to clear a blockage.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage to pitch fibre drains caused by inherent defects in design, material, construction, or installation of the pipes and drains.

If it is discovered that the cause is not accidental damage then unless one of the other sections is operative there will be no cover.

## Buildings Section 20 – Glass and sanitaryware

### What is covered

Accidental breakage of

1. Fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandas and solar panels.
2. Fixed ceramic hobs or hob covers.
3. Fixed sanitaryware and bathroom fittings.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Damage to property that does not form part of the **home**.

# Buildings additional cover

Your policy schedule will show if this extension has been chosen.

## Buildings Section 21 – Additional accidental damage

### What is covered

Accidental damage to the **buildings**.

### What is not covered

1. The amount of the **excess** shown in your policy schedule.
2. Accidental damage:
  - a. specifically excluded under buildings cover
  - b. by frost
  - c. by wear and tear or gradually developing deterioration **settlement** or shrinkage of the **buildings**
  - d. by fungus, insects or **vermin**, wet or dry rot
  - e. by chewing, scratching, tearing or fouling by domestic pets
  - f. by mechanical or electrical breakdown or failure
  - g. specifically covered elsewhere in this **policy**
  - h. arising from the alteration or extension of the **buildings** or the cost of maintenance or routine decoration
  - i. arising from faulty workmanship, defective design or use of defective materials
  - j. whilst the **home** is **unoccupied** or **unfurnished**
  - k. while the **home** is lent, let or sub-let

# Endorsements

An **endorsement** only applies if its number is shown on your current policy schedule.

## E01 – Minimum Security Requirements

If you suffer a loss and you do not have the security protections shown below

1. Fitted to the **home**, and
2. Put into full and effective operation:- when you and your **family** have gone to bed, and whenever the **home** is left unattended.

Then we will not pay any claim for theft, attempted theft, malicious damage or vandalism at your **home**.

### Security Protections

1. The door used as the final exit from the **home** is to be fitted with a suitable lock complying with British Standard 3621, which is a mortice deadlock of at least 5 levers or a key operated multi point deadlocking mechanism comprising of at least 3 locking points.
2. All other external doors are to be secured in a similar manner as described in 1 above, or fitted top and bottom with mortice or surface mounted bolts with detachable keys.
3. All ground floor and accessible windows to be fitted with key operated window locks with detachable keys.
4. Sliding patio doors to be fitted with key operated security locks top and bottom with detachable keys or the manufacturers' key operated integral multi point locking system.
5. Locks or padlocks fitted to all doors of domestic garages and **outbuildings**.
6. Keys must be removed from locks.

If Endorsement E01 – Minimum Security Requirement is shown in your policy schedule and you do not comply with its requirements, we will not pay any claim for theft, attempted theft, malicious damage or vandalism at your **home**.

## E02 - Intruder Alarm Requirement

If you suffer a loss and you do not have an intruder alarm

1. Fitted to the **home** and
2. Put into full and effective operation:  
When you and your **family** have gone to bed, and whenever the **home** is left unattended, with the keys removed to a place of safety.

Then we will not pay any claim for theft or attempted theft or malicious damage or vandalism at your **home**.

The intruder alarm must be installed by one of the following:

A company regulated by the National Security Inspectorate (NSI) which incorporates the National Approval Council for Security Systems (NACOSS); or

A company regulated by the Security Systems and Alarm Inspection Board (SSAIB).

The intruder alarm must be maintained in full working order under a maintenance contract by the alarm installer. You must inform the intruder alarm company immediately of any fault discovered in the alarm system. You must inform us immediately of any written notification from the police authorities about the withdrawal or possible withdrawal of police response to alarm calls.

### **E03 - Unoccupancy Conditions**

Until the **home** is permanently occupied:-

- The water, gas and electricity supplies are to be turned off at the mains and the water system drained; or
- The central heating system is to be set to operate continually with the thermostat set at a minimum temperature of 15 degrees centigrade during the period November to March, with those services unnecessary for its operation turned off/drained; and
- The **home** is to be inspected at least once every 7 days by a responsible adult.

We will not pay for loss or damage which arises from failure to comply with any or all of the above conditions.

### **E04 – Child Minding**

It is agreed that where the proposer and/or spouse/domestic partner/civil partner are involved in childminding at the **home**, accidental damage cover under contents section 12 – Home entertainment equipment, section 13 – Mirrors and glass, section 34 – Additional accidental damage and buildings section 20 – Glass and sanitaryware, section 21 - Additional accidental damage, is excluded whilst the children and/or their parents/guardians are on the premises.

Cover is subject to:-

- There being no more than 3 children being looked after at any one time (excluding your own children).
- There being no staff employed to assist in the child minding activities.
- The child minder being registered with the local authority.

### **E05 – Safe Keys Clause**

Contents section 3 – Theft, does not cover theft from safes unless all keys and duplicate keys for the safe are removed from the **home** when it is left unattended.

### **E06 – Fire Extinguishers Clause**

At least two fire extinguishers must be installed in the **home**, one of which must be sited in the kitchen.

### **E07 – Flat Roof Clause**

The flat roof must be inspected at least once every eight years by a builder/roofer and any necessary repairs carried out immediately.



### **E08 – Pedal Cycle Shackle Lock**

Theft in respect of unattended pedal cycles not stored in the **home** is excluded unless they are secured by a 'D'- shaped shackle lock designed for use with pedal cycles.

### **E09- Boarders, Lodgers and Paying Guests**

Cover under Sections - Buildings and Contents is subject to the following:-

- (a) We shall not be liable under this **policy** in respect of bodily injury to any boarder, lodger or paying guest.
- (b) This insurance does not apply to any property belonging to any boarder, lodger or paying guest.
- (c) We must be notified at once if at any time during the period of this insurance more than 3 boarders, lodgers or paying guests are accommodated in your **home**.

### **E10 – Business Visitors**

Buildings Section 17 – Property owners' liability cover is hereby extended to include business visitors. **Business equipment**, liability, stock, **money**, tools of trade and goods in trust are excluded from cover.

### **E11 - Increased contents cover**

The following amendments are applicable to your policy:

The General Conditions section of your policy booklet is amended from £75,000 to £150,000 for your contents cover.



**Family Legal Expenses Cover  
& Home Emergency Cover**

# Family Legal Protection

## Guide to cover

Some important facts about your Family Legal Protection insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

The insurance cover summarised in this document is provided by AmTrust Europe Limited, and administered on their behalf by Arc Legal Assistance Ltd.

Your legal expenses cover is valid for the same duration as the household cover with which it is offered, and meets the needs of individuals seeking cover for legal expenses incurred in the specific areas summarised below.

Your legal expenses cover applies to you, your spouse and other family members who permanently reside with you at the property covered.

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Legal costs of up to £75,000 per claim are covered.</p>	<p><b>This insurance covers the legal costs incurred by Arc Legal's panel solicitors. You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.</b></p> <p><b>It is a key condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted.</b></p> <p>For full details of policy exclusions please refer to the policy wording.</p> <p>In summary there is no cover for:</p> <ul style="list-style-type: none"> <li>• Claims which arise, or where proceedings are brought outside of the European Union</li> <li>• Costs incurred without our prior consent</li> <li>• Claims arising from a dispute between you and someone you live with or have lived with</li> </ul> <p>You will be responsible for the first £250 of legal expenses for any claim under the Property Disputes and Employment Disputes sections of cover</p>	<p>All</p>
<p><b>Legal costs to pursue or defend contract claims:</b>            (a) against a person / organisation providing defective goods or services; or            (b) brought by a person to whom private goods have been sold.</p>	<p>At least £125 including VAT must be in dispute.</p>	<p>Consumer Disputes</p>
<p><b>Legal costs to pursue:</b>            Personal injury claims against the responsible person / organisation</p>	<p>There is no cover for claims arising from an allegation of clinical or medical negligence or claims involving a motor vehicle owned or driven by you.</p>	<p>Personal Injury</p>
<p><b>Legal costs to pursue:</b>            An action before an employment tribunal for breach of your contract of employment as an employee.</p>	<p>The alleged breach must have occurred at least 90 days after this cover or equivalent continuous cover started.</p>	<p>Employment Disputes</p>
<p><b>Legal costs to pursue actions:</b>            (a) for nuisance or trespass relating to the home; or            (b) against parties causing physical damage to the home or your personal effects.</p>	<p>There is no cover for claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</p>	<p>Property Disputes</p>

Significant features and benefits	Significant exclusions or limitations	Policy section
<p><b>Legal costs to pursue:</b> An action arising from a breach of a contract for the sale or purchase of your main home.</p>	At least £125 including VAT must be in dispute.	<b>Property Sale and Purchase</b>
Accountancy fees as a result of an HM Revenue and Customs Full Enquiry.	There is no cover for enquiries into aspects of your Tax Return (Aspect Enquiries).	<b>Tax</b>
Legal costs in appealing the decision of a Local Education Authority (LEA).	There is no cover for claims arising where examinations or other selection criteria are part of the acceptance process.	<b>School Admission Disputes</b>
<p><b>Legal costs to pursue:</b> Probate disputes involving the will of your deceased parents, grandparents, children, step-children or adopted children.</p>	There is no cover for any claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.	<b>Probate</b>
<p><b>Legal costs to pursue:</b></p> <p>(a) Your legal rights arising out of your work as an employee:-</p> <ul style="list-style-type: none"> <li>• Prior to being charged when dealing with the police or Health &amp; Safety Executive</li> <li>• In a criminal prosecution</li> <li>• In a civil action for compensation under section 13 of the Data Protection Act 1998</li> <li>• In civil proceedings for unlawful discrimination</li> </ul> <p>(b) Your legal rights arising from an investigation or hearing brought by a trade association or regulatory body.</p> <p>(c) A legal action for motoring offences arising from your use of the vehicle.</p>	<p>There is no cover for claims for costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.</p> <p>There is no cover for claims following an allegation of violence or dishonesty.</p>	<b>Legal Defence</b>
<ul style="list-style-type: none"> <li>• Legal and Tax Helpline 24/7</li> <li>• Debt Counselling Helpline 24/7</li> <li>• Additional Legal Services at a discounted cost</li> </ul>		<b>All</b>

## **Cancellation rights (cooling off period)**

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to your insurance advisor receiving your written advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by you and will be cancelled from inception.

### **To make a claim**

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on **0344 770 1040** and quote “**HISL**”.

### **Complaints**

If you are unhappy with the service that has been provided, you should contact us at the address below. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy document.

Our contact details are:

Arc Legal Assistance Ltd,

PO Box 8921,

Colchester CO4 5YD.

Tel 0844 770 9000

Email [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

### **Compensation**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal Assistance Limited or AmTrust Europe Limited are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

# Family Legal Protection - policy wording

Family legal protection provides:-

- Assistance helplines including 24/7 legal advice
- Discounted legal services
- Insurance for legal costs for certain types of disputes

## Assistance helpline services

### Legal and Tax helpline

Use the 24 hour advisory service for telephone advice on any private legal or tax problem of concern to you or any member of your household.

Simply telephone **0344 770 1040** and quote '**HISL**'.

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

### Debt counselling helpline

Managing money well is sometimes overlooked in the pressures of daily lives. You can talk about any financial concerns or worries through our 24/7 debt counselling helpline.

Expert confidential help is at hand through our trained independent counsellors ready to assist with counselling, support, advice and help. If your debt is complicated, the counsellor can also direct your call to our specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution. Importantly once you are managing your money concerns, the support of our counsellors is available 24/7 to help you find better ways to control future spending and deal with money related issues.

Simply telephone **0344 770 1036** and quote '**HISL**'.

### Additional legal services

In this package, Our aim is to provide a wide ranging insured legal service. Inevitably, there are areas where it is not possible to insure legal costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected.

Examples are:-

- Legal costs arising from the sale or purchase of the home and re-mortgaging.
- Divorce and child custody issues.
- Wills and probate.



To help you deal with these and other matters which may arise we are able to give you access to discounted legal services provided by us in partnership with our panel solicitors. Our panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to you. Our panel solicitors will give you a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

## Terms of cover

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

If a claim is accepted under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and you want to use a legal representative of your own choice, you will be responsible for any **advisers' costs** in excess of our **standard advisers' costs**.

The insurance covers **costs** as detailed under the separate sections of cover, less any excess up to the **maximum amount payable** where:-

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits**; and
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the **insurer** in connection with the **legal action**.

# Meaning of words

These meanings apply throughout your policy.

If a word or phrase has a defined meaning, it will be highlighted in **bold** print and will have the same meaning wherever it is used in the policy.

The, terms we, us, our, you, and your also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

<b>Adviser</b>	Our specialist panel solicitors or accountants or their agents appointed by us to act for you, or, and subject to our agreement, where it is necessary to start court proceedings or a <b>conflict of interest</b> arises, another legal representative nominated by you.
<b>Advisers' costs</b>	Legal or accountancy fees and disbursements incurred by the <b>adviser</b> .
<b>Adverse costs</b>	Third party legal costs awarded against you, which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
<b>Costs</b>	<b>Standard advisers' costs</b> and <b>adverse costs</b> .
<b>Conflict of interest</b>	Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Contract of employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>contract of employment</b> .
<b>Excess</b>	The amount that you must pay towards the cost of any claim as stated below:- <b>Property Disputes and Employment: £250</b> <b>All other sections: Nil</b>
	The <b>excess</b> shall be paid to and at the request of the <b>adviser</b> .

<b>HM Revenue and Customs full enquiry</b>	An extensive examination by HM Revenue & Customs under section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.
<b>Insurer</b>	AmTrust Europe Limited.
<b>Insured incident</b>	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>insured incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>In a claim arising from an <b>HM Revenue &amp; Customs full enquiry</b>, the <b>insured incident</b> shall be deemed to be the date HM Revenue &amp; Customs issue a formal notice to you notifying of a full enquiry into your non-business affairs.</p>
<b>Insured period</b>	One year from the inception or renewal date shown on your insurance schedule and will continue for the remaining duration of the associated insurance to which this policy is annexed, or twelve calendar months, whichever is the lesser.
<b>Legal action(s)</b>	<ul style="list-style-type: none"> <li>• The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;</li> <li>• The defence of criminal prosecutions to do with your employment.</li> <li>• The defence of motor prosecutions</li> </ul>
<b>Maximum amount payable</b>	<p>The maximum payable in respect of an <b>insured incident</b> is Stated below:</p> <p><b>All sections: £75,000</b></p>
<b>Standard adviser's Costs</b>	The level of <b>advisers' costs</b> that would normally be incurred in using a specialist panel solicitor or their agents.
<b>Territorial limits</b>	The European Union.
<b>We/us/our</b>	Arc Legal Assistance Limited.

## **You/your/yourself**

Any person who:

- Has paid the premium, or on whose behalf the premium has been paid.
- Is named as the policyholder in the 'confirmation of coverage' section.
- Has been declared to us by your insurance adviser.
- Is permanently resident at the property covered under the household insurance to which this cover attaches.

Cover also applies to your family members normally resident with you. If you die, your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to your death.

## Consumer Disputes

### What is insured

Costs to pursue or defend a **legal action** following a breach of a contract you have for:

- a) buying or renting goods or services for your private use; or
- b) selling your own personal goods.

The contract must have been made after you first purchased this insurance unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

### What is not insured

Claims

- a) Where the amount in dispute is below £125 including VAT.
- b) Where the breach of contract occurred before you purchased this insurance.
- c) Involving a vehicle owned by you or which you are legally responsible for.
- d) Arising from a dispute with any government, public or local authority.
- e) Arising from the purchase or sale of your main home.
- f) Relating to a lease tenancy or licence to use property or land.
- g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you.
- i) Directly or indirectly arising from planning law.
- j) Directly or indirectly arising from constructing buildings or altering their structure for your use.

## Personal Injury

### What is insured

Costs to pursue a **legal action** following an accident resulting in your personal injury or death against the person or organisation directly responsible.

### What is not insured

Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) Arising from stress, psychological or emotional injury
- c) Arising from illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by you

## Employment disputes

### What is insured

**Standard advisers' costs** to pursue a **legal action** brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of your **contract of employment** as an **employee**.

### What is not insured

#### Claims

- a) Where the breach of contract occurred within the first 90 days after you first purchased this insurance unless you have held equivalent cover with us or another insurer, continuously for a period of at least 90 days leading up to when the breach of contract first occurred.
- b) For a dispute with an employer or ex-employer unless it is pursued in an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
- c) For **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with your **contract of employment** or the costs associated with any settlement agreement.
- d) Where the breach of contract is alleged to have commenced or to have continued after termination of your employment.
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.

## Property Disputes

### What is insured

Costs to pursue a **legal action**:

- a) for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home. There is no cover where the nuisance or trespass started within the first 90 days after you first purchased this insurance unless you have held equivalent cover with us or another insurer continuously for a period of at least 90 days leading up to when the nuisance or trespass first started; or
- b) damages against a person or organisation that causes physical damage to your main home or your personal effects. The damage must have been caused after you first purchased this insurance.

### What is not insured

Claims

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



## Property sale and purchase

### What is insured

Costs to pursue or defend a **legal action** arising from a breach of a contract for the sale or purchase of your main home.

### What is not insured

Claims

- a) Where you have purchased this insurance after the date you completed the sale or purchase of your main home.
- b) Where the amount in dispute is below £125 including VAT.
- c) Directly or indirectly arising from planning law.
- d) Directly or indirectly arising from constructing buildings or altering their structure for your use.

## Tax

### What is insured

**Standard advisers' costs** incurred by an accountant if you are subject to an **HM Revenue & Customs full enquiry** into your personal income tax position.

This cover applies only if you have:-

- a) Maintained proper, complete, truthful and up to date records.
- b) Made all returns at the due time without having to pay any penalty.
- c) Provided all information that the HM Revenue & Customs reasonably requires.

### What is not insured

Claims

- a) Where:
  - i.) Deliberate misstatements or omissions have been made, to the authorities.
  - ii.) Income has been under-declared because of false representations or statements by you.
  - iii.) You are subject to an allegation of fraud.
- b) For **standard advisers' costs** for any amendment after the tax return has initially been submitted to the HM Revenue & Customs.
- c) For enquiries into aspects of your tax return (aspect enquiries).

## School admission disputes

### What is insured

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

### What is not insured

Claims

- a) Arising where examinations or other selection criteria are part of the acceptance process.
- b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to.
- c) Where the child has been suspended, expelled or permanently excluded from another school.

## Probate

### What is insured

Costs to pursue legal proceedings within the **territorial limits** by you in respect of a probate dispute involving the will of your deceased parents or grandparents, children, step-children or adopted children where you are contesting a will as a beneficiary.

### What is not insured

Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

## Legal defence

### What is insured

- a) Costs in a **legal action** to defend your legal rights in the following circumstances arising out of your work as an **employee**:-
  - i.) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
  - ii.) In a prosecution brought against you in a court of criminal jurisdiction.
  - iii.) In a civil action brought against you for compensation under Data Protection Legislation.
  - iv.) In civil proceedings brought against you under legislation for unlawful discrimination.
- b) **Costs** in a **legal action** to defend your legal rights arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.
- c) **Standard Advisers' Costs** to defend a **legal action** in respect of a motoring offence, arising from Your use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

### What is not insured

#### Claims

- a) For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs.
- b) For **costs** where you are entitled to a grant of legal aid from the Legal Aid Agency, or any other body responsible for the administration of legal aid, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- c) For parking offences which cannot lead to penalty points on your licence.
- d) Following an allegation of violence or dishonesty.
- e) For **standard advisers' costs** incurred in excess of any costs you are able to recover under a defendant's costs order.

# General exclusions

## 1. There is no cover where:-

- a) You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- b) An estimate of **advisers' costs** of acting for you is more than the amount in dispute.
- c) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.

## 2. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against your insurance adviser, the **insurer**, the **adviser** or us.
- c) Any claim you make which is false, fraudulent, or exaggerated.
- d) Defending **legal actions** arising from anything you did deliberately or recklessly.
- e) Costs if your claim is part of a class action, will be affected by, or will affect the outcome of other claims.

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

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

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

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

# Conditions

## 1. Claims

- a) You must notify claims as soon as reasonably possible once you become aware of the incident and within no more than 180 days of you becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced.
- b) We may investigate the claim and take over and conduct the legal proceedings in your name. Subject to your consent which shall not be unreasonably withheld we may reach a settlement of the legal proceedings.
  - i.) You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any **advisers' costs** in excess of our **standard advisers' costs**. The **adviser** must represent you in accordance with our standard conditions of appointment available on request.
- c) The **adviser** will:-
  - i.) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep us fully advised of all developments and provide such information as we may require.
  - iii.) Keep us advised of **advisers' costs** incurred.
  - iv.) Advise us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless we agree in our absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by us.
  - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **advisers' costs** we may require you to change **adviser**.
- e) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by us in writing and undertaken while there are prospects of success.
- f) You shall supply all information requested by the **adviser** and us.
- g) You are responsible for all legal costs and expenses including **adverse costs** if you withdraw from the legal proceedings without our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by you.
- h) You must instruct the **adviser** to provide us with all information that we ask for and report to us as we direct at their own cost.

## 2. Prospects of Success

At any time We may, but only when supported by independent legal advice, form the view that you do not have more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves your interests

## 3. Other insurances

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

## 4. Cancellation

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

We may cancel the insurance by giving seven days' notice in writing to you at the address shown on the schedule, or alternative address provided by you. A pro-rata premium shall be made.

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

- Where We have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers

If **your** insurance to which this product is attached is cancelled, the cover under this policy will also be cancelled.

## 5. Disputes

Subject to your right to refer a complaint to the Financial Ombudsman Service (see 'how to make a claim'), any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 6. English law and language

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

## How to Make a Claim

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

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

In general terms, you are required to immediately notify us of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline.

## Your privacy

**You** privacy is important to Hastings Insurance Services Limited and **us** and **we** go to great lengths to protect it. Details of the data **we** hold about **you** are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells **you** about the personal data **we**, as a Product Provider, and Hastings Insurance Services Limited hold about **you**, so **we** can provide **you** with a quote or insurance policy. It explains how **we** and Hastings Insurance Services Limited may collect, use and share **your** details and tells **you** about **your** rights under data protection laws. **You**'ll find the privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if **you**'d prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws.

**You** can contact them at:

Data Protection Team

Email address: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

Postal address: Hastings Insurance Services Limited,  
Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.



## Customer Services Information

### Customer service

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

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

#### Our contact details are:-

Arc Legal Assistance Ltd, Po box 8921, Colchester, CO4 5YD  
Tel: 0844 770 9000 • Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

#### The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR  
Tel: 0800 023 4567 • Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## **Compensation**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or the Insurer cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim.

Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

# Home Emergency Insurance Policy

**Thank you for choosing this policy.**

**To make a claim call 0800 633 5088.**

This policy provides help for specific **home emergencies** that **you** don't already have insurance cover for, which have affected the safety and security of **your home**, potentially making it **uninhabitable**.

It isn't designed to replace **your** buildings and contents insurance and doesn't provide assistance for day-to-day **home** maintenance.

The **emergencies** this policy provides assistance for are:

- Plumbing and Drainage
- Failure of internal electrics
- Security (i.e. glazing & locks)
- Pests
- Gas supply pipe
- Boiler & heating system
- Roofing.

Please call **us** as soon as **you** are aware of the **emergency**.

## Status disclosure

This policy is provided on behalf of Hastings Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Number 311492). Registered office is at Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW and is registered in England and Wales (no: 03116518).

This policy is underwritten by Inter Partner Assistance SA (IPA) UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Conduct Authority's Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register).

AXA Assistance (UK) Limited provides the services described in this policy.

**Your** policy is subject to English Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between **us**.

## Important information

This document sets out the terms and conditions of **your** cover and it's important **you** read it carefully. The amount of cover **you** hold is also shown in this document.

If **we** make any changes to **your** policy cover limit, they will be confirmed to **you** in writing.

Each section of this document explains what is and isn't covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **you** must follow for the policy to cover **your** claim.

## How to make a claim

Please call **us** as soon as **you** are aware of the **emergency** by contacting the 24 hour Emergency Helpline on: **0800 633 5088**.

Have as much information as possible to hand including **your** policy number, so **we** can assist **you** as quickly as possible.

### What will happen next

Once **you** contact **us**, **we** will:

- Advise **you** how to protect **yourself** and **your home** immediately
- Confirm the **emergency** is covered by **your** policy and either arrange for one of **our authorised contractors** to get in touch to make an appointment or **we** will settle **your** claim on a **reimbursement basis**
- **We**, along with **our authorised contractors** under our delegated authority, will then manage **your** claim and keep **you** updated throughout **your** claim journey
- **We** will organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an **emergency** repair
- If **your home** has become **uninhabitable** due to one of the listed events, **we** will contribute up to £250 inc. VAT towards the cost of **your**, and **your** pets' accommodation, including transport, on a **reimbursement basis**.

Once **we** have carried out an **emergency repair** and contained the **emergency**, **we** strongly recommend **you** arrange a **permanent repair** to be completed by a qualified tradesperson as soon as possible, as **our** repair may only be a temporary solution to the problem.

## Claims made under this policy

Claims can only be made by **you**, **your** immediate family, lodger or anyone calling on **your** behalf.

If the **emergency** repair costs more than £1,000, **we** will:

- a) require **you** to contribute the difference or
- b) subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, pay **you** up to £1,000 inc. VAT as a contribution to a repair which **you** have arranged yourself, taking account of costs already reasonably incurred by our **authorised contractor**, for the initial visit.

This will be in full and final settlement of **your** claim.

When **we** make a repair **we** will leave **your home** safe and habitable but **we** won't be responsible for reinstating it to its original condition. **You** may find this is covered under **your** buildings insurance.

In some circumstances **we** may find it difficult to find an **authorised contractor** to deal with **your emergency** within a reasonable timescale. Examples of this are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist.

If this happens, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to £1,000 inc. VAT.

Please provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement. If a new boiler or heating system is installed, **you** will also need to provide the make, model, serial number and Gas Council number.

**We** will only reimburse the cost of the **emergency** repair applicable under the policy.

## Other insurance

If **you** make a claim for any liability, loss or damage that's also covered by any other insurance policy, **we** will only pay **our** share of the claim.

## Getting our claims costs back

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **we** make.

Anyone making a claim under this policy must give **us** any help and information that **we** need.

## Parts availability

Availability of parts is an important factor in providing **emergency repairs**. If **our authorised contractor** doesn't have the parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts from **our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

**We** may not replace parts on a like-for-like basis but will provide an alternative suitable for containing the **emergency**. There may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** won't be able to avoid delays in repair and **we** will keep **you** informed throughout **your** claim.

There may also be occasions where parts are no longer available. In these situations **we** will make sure **your home** is safe and, if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

## Meaning of words

Wherever the following words and phrases appear in bold in this document they'll always have the following meanings.

<b>Authorised contractor</b>	A tradesperson authorised by <b>us</b> to assess <b>your</b> claim, and carry out repairs in <b>your home</b> under this policy and under <b>our</b> delegated authority.
<b>Covered / insured events</b>	<b>Emergency</b> to essential services in <b>your home</b> listed in the section below headed "What is covered".
<b>Emergency / emergencies</b>	A sudden and unforeseen incident in <b>your home</b> that immediately: <ul style="list-style-type: none"><li>- exposes <b>you</b> or a third party to a risk to health</li><li>- creates a risk of loss or damage to <b>your home</b> and/or any of <b>your</b> belongings</li><li>- makes <b>your home uninhabitable</b>.</li></ul>
<b>Emergency repairs</b>	Work undertaken by an <b>authorised contractor</b> to resolve the <b>emergency</b> by completing a <b>temporary repair</b> .
<b>Home</b>	The house or flat shown on <b>your</b> policy certificate, including garages used for domestic purposes only in the <b>United Kingdom</b> .
<b>Insured / you / your</b>	<b>You</b> , the policyholder, and /or any member of <b>your</b> immediate family normally living at <b>your home</b> .
<b>Period of insurance</b>	One year from the start or renewal date shown on <b>your</b> policy certificate. If a mid-term adjustment has been made, the date on <b>your</b> new policy certificate.
<b>Permanent repair</b>	Repairs and/or work required to put right the fault which caused the <b>emergency</b> on a permanent basis.
<b>Reimbursement basis</b>	Subject to <b>our</b> prior agreement and on receipt of the engineer/installer/supplier/ <b>authorised contractor's</b> fully itemised invoice <b>we</b> will pay <b>you</b> a contribution to a repair which <b>you</b> will arrange <b>yourself</b> . This will be in full and final settlement of <b>your</b> claim.

<b>Temporary repair</b>	Repairs and/or work immediately required to stop further damage being caused by the <b>emergency</b> . <b>You</b> will need to replace this with a <b>permanent repair</b> .
<b>Trace and access</b>	Damage resulting from gaining necessary access to the <b>emergency</b> or reinstating the fabric of <b>your home</b> .
<b>Uninhabitable</b>	The <b>home</b> is not suitable to be lived in due to its condition which poses a significant risk to <b>your</b> health and/or <b>your</b> safety.
<b>United Kingdom</b>	United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that <b>your</b> claim will be settled on a <b>reimbursement basis</b> .
<b>We / us / our</b>	Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for <b>you</b> to receive the <b>Home Emergency</b> services described in this Policy using <b>authorised contractors</b> . <b>We</b> also include Hastings Direct in the Data Protection Act.



# What your policy covers you for and what isn't covered

## What's covered

**We** will only pay for the **emergency repairs**.

**We** will not pay for any damage caused by the **emergency**.

**The emergencies listed below are covered under this policy:**

## What isn't covered

There are conditions and exclusions, listed below, which limit the type and value of **emergency repairs you** can claim for.

Read them carefully to make sure this cover fully meets **your** needs. **We** don't want **you** to find an **emergency** isn't covered after it has happened.

The incidents detailed under What isn't covered sections are NOT covered under this policy.

## Plumbing

### What is covered

- An **emergency** relating to:
  - The internal hot and cold water pipes between the main internal stopcock and the internal taps
  - The cold water storage tank
  - The flushing mechanism of a toilet.
  - A leak from:
    - **Your** toilet
    - Pipes leading to and from the shower or bath
    - Internal section of the overflow pipe
    - Central heating water pipes.

### What isn't covered

- Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain.
- Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitaryware including sinks and basins.
- Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines.
- Septic tanks, swimming pools and hot tubs.
- Repair to, or replacement of, all pipe work outside the **home**.
- Dealing with temporarily frozen pipes.
- Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home** otherwise known as **trace and access**.

## Drainage

### What is covered

- An **emergency** relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.
- The **emergencies** you're covered for are:
  - Blocked sinks, blocked or leaking waste pipes, along with rainwater drains
  - Blocked bath, toilets or external drainage
  - **You** will still be covered if **you** have another working toilet or bathing facility
  - Blocked or leaking soil vent pipes, provided **you** are solely responsible for this.

### What isn't covered

- Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the home).
- Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes.
- Regularly cleaning **your** drains and any descaling of **your** drains.
- Removing, replacing or repairing any part of the drain which is damaged but doesn't result in the total blockage of the drain.
- Repairing or unblocking drains used for commercial purposes.
- Making access to drain systems points of entry (such as manhole covers) if these have been built over.
- Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil.

## Failure of Internal Electrics

### What is covered

- Complete or partial failure of **your** electrics rendering **your home uninhabitable**.  
For example: failed wiring to immersion heaters/boilers/bathroom lights.

### What isn't covered

- Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs.
- Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **home**.

## Security

### What is covered

#### Windows

- Broken and cracked windows which make the **home** insecure.
- **We** will make an **emergency repair** using boarding or similar material to resolve the immediate security risk.

#### Locks

- Securing **your home** through an external door where **you** have no alternative due to:
  - failure of the external locking mechanism to the door
  - damage to locks on external doors or windows caused by vandalism, theft or attempted theft where **you** are unable to secure **your home**.

### What isn't covered

#### Windows and locks

- Fences, outbuildings and detached garages: damage to windows, doors or locks.
- Double glazing where one pane is broken but the other is intact and the **home** is therefore secure.
- Replacement keys.

## Pests

### What is covered

- Removal of rats, mice, wasps and hornets, where evidence of infestation in **your home** has been found.
- Cover for wasps and hornets nests extend to the garden.

### What isn't covered

- Rats and mice found outside **your home**.

## Internal Gas Pipe

### What is covered

- A leak from the internal gas supply pipe in **your** home between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service.

**If you think you have a gas leak, call the National Gas Emergency Service on 0800 111 999 immediately**

### What isn't covered

- Restoration of gas supply is not included. Please contact **your** utility company who'll be able to arrange.
- Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor without adequate protection.
- Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home** otherwise known as **trace and access**.

# Boiler And Heating System

## What is covered

- Complete/partial/intermittent failure or breakdown of **your** primary heating/hot water system, resulting in no hot water and/or heating.
- **We** will also cover **you** for:
  - loss of water pressure within a boiler due to a fault
  - water leak from the boiler/heating system.

Included:

- Domestic gas boiler within **your home**, where the output doesn't exceed 70kW. This also includes boiler isolating valve, thermostatic valves along with all manufacturer's fitted components within the boiler including the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue
- Claims related to other forms of primary heating, such as renewable technologies in **your home** or fuels used such as oil, LPG, solid fuel, electric boilers and solar may be settled on a **reimbursement basis** if an **authorised contractor** isn't available at the time in **your** local area.

## What isn't covered

- Commercial boilers or heating systems with an output over 70kW.
- Any heating system which isn't fully situated in your **home** or is shared with neighbouring dwellings.
- Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge caused by corrosion.
- Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- Replacement of any equipment added to the standard heating system such as a Magna clean or similar device.
- Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame.
- Any costs for the repair of **your** heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty.
- Boilers which are still working, but **you** suspect may be about to break down (e.g. where a noise has developed) or where the fault is not clear to our **authorised contractor**.
- Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **your** boiler or main heating system.
- Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.

## Boiler And Heating System – Beyond Economical Repair

### What is covered

- If **our authorised contractor**, is unable to repair, or it is uneconomical to repair **your** boiler/hot water system, **we** will pay **you** £500 inc. VAT towards buying a replacement boiler or heating system. This can be claimed on a **reimbursement basis** within 90 days of **our** visit to **your home**.
- If **we** are unable to repair **your** boiler/hot water system and **you** choose to not replace it, cover under this section will no longer apply.

### What isn't covered

- Any fault caused by sludge/scale/rust/debris in the primary heating system or damage caused by any other chemical composition of the water e.g. if **you** live in a hard water area (as per the Local Water Authority).
- Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders.
- Repair to, or replacement of, gas appliances such as cookers.
- Any loss or damage caused by a lack of proper maintenance, including that caused by or to a boiler or central heating system which hasn't been properly maintained in accordance with manufacturers' instructions.
- Repair or replacement of the flue due to wear and tear.
- Any changes made to the property which doesn't comply with the regulations applicable at the time.

## Temporary Heating

- If **you** have no heating and a part needs to be ordered following the engineer's first visit, or if **we** can't repair the boiler/heating system, **you** have the option to:
  - a) buy heaters up to a value of £50 inc. VAT on a **reimbursement basis**
  - b) have **us** deliver two temporary heaters to **your home**. These heaters are **yours** to keep.

## Roofing

### What is covered

- A sudden or unforeseen **home emergency** relating to **your** roof caused by storm conditions or fallen trees and branches. **We** will make a **temporary repair** using a tarpaulin or similar material to resolve the immediate **home emergency**.

### What isn't covered

- Water ingress due to poor roof maintenance or wear and tear.
- Damage caused to property and/or contents as a result of water ingress.
- Thatched, flat, glass, plastic, felt or tarpaulin roofs.
- Any loss or damage relating to a **permanent repair** that is, or should be, more specifically insured as part of any other insurance policy.



# General Exclusions

**We** will not cover the following:

- 1) A repair if **you** are aggressive towards **our authorised contractors** or staff, or if **you** delay access to **your home** at reasonable times to complete the repair.
- 2) Loss or damage arising from **emergencies** known to **you** before the start date of this policy.
- 3) Any loss where **you** didn't contact **us** to arrange repairs.
- 4) Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company.
- 5) Any **emergency** in a **home** that has been unoccupied for more than 30 consecutive days.
- 6) Any defect, damage or failure caused by:
  - i) modification or attempted repair to all or any part of **your** property by **you** or **your** own contractor which ends in damage to that or another part of **your** property
  - ii) failure to comply with recognised industry standards
  - iii) **you** or **your** contractor's malicious or wilful action, misuse or negligence.
- 7) Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- 8) Any loss or damage caused by structural problems as a result of any form of subsidence, landslip, heave, bedding down of new structures, demolition, alterations to **your home** or the use of defective products.
- 9) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty.
- 10) This insurance doesn't cover normal day-to-day maintenance at **your home** that **you** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like-for-like basis where the replacement is needed to fix the immediate **emergency**.
- 11) If **you** have been advised of remedial work, which **you** can't prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **your** Local Water Authority, utility company or boiler manufacturer.
- 12) No costs for repairs, parts or services are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims helpline, and **we** have approved a contractor in advance.
- 13) Cost of **trace and access** to locate the source of the **emergency**.
- 14) Any boiler inspections or any other **emergency repairs** where asbestos may be disturbed.
- 15) The removal of asbestos.
- 16) Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**. Otherwise known as **trace and access**.

- 17) When **we** make a repair **we** will leave **your home** safe and habitable but **we** won't be responsible for reinstating it to its original condition.
- 18) Where health and safety regulations or a risk assessment that has been carried out, preventing **our authorised contractors** being able to attend to the **emergency** or carry out work in **your home**.
- 19) **We** won't provide cover, pay any claim or provide any benefit if doing so 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 or United States of America.

## Renewals

Before the end of **your** current Home Emergency Policy, **we** will write to **you** to tell **you** about any changes to what's included in **your** Home Emergency Insurance Policy or any changes to **our** prices for the next year.

Unless **you** tell **us** when **we** write to **you** that **you** do not want to renew, **we** will automatically renew **your** agreement for another year. If **your** Hastings Home Premier Policy is not automatically renewed **you** will need to confirm **you** wish to renew **your** Hastings Home Premier Policy and **your** agreement will be renewed at the same time.

## Cancellations

This section contains important notes about **your** rights, and **our** rights, to cancel this policy. **You** must read these notes carefully. To cancel this cover, please contact Hastings Direct.

### Your rights to cancel this policy

This cover is included in **your** Hastings Premier Home Policy, so it can't be cancelled separately. **You** have the right to cancel **your** Hastings Home Premier Policy, to which this cover is attached, within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'.

**You** can also cancel **your** Hastings Home Premier policy at any time after the initial 14 day period detailed above, by giving notice to Hastings Direct. A cancellation fee may apply.

When **you** cancel **your** Hastings Home Premier Policy, to which this cover is attached, this policy will also be cancelled.

## Our rights to cancel your policy

**We** may give **you** seven days' notice of cancellation, if **we** have a valid reason. **We**, or Hastings Direct, can cancel **your** policy at any time by sending **you** seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled.

Valid reasons may include but are not limited to:

- **You** fail to pay the premiums, or if **you** are paying in instalments by direct debit, **you** fail to pay Hastings Direct
- **You** don't keep to the terms and conditions of this policy in any significant way
- **You** don't co-operate with our representatives/advisers
- **You** use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this insurance
- **You** refuse to allow reasonable access to **your home** and any information which **we** require in order to provide the services **you've** requested under this policy
- **We're** prevented from providing cover under this policy by law or other reason
- **You** repeatedly or seriously break the terms of this policy.

If **your** Hastings Home Premier Policy is cancelled, by **you** or **us**, **your** refund of premium will be calculated as follows:

- Before the cover starts, **you** will be entitled to a full refund of the insurer premium minus any applicable cancellation fee
- Within the 14 day cooling off period, **you** will receive a refund of the insurer premium for the cover **you** haven't used minus any applicable cancellation fee
- At any other time, **you** will receive a pro-rata refund of the insurer premium for the cover **you've** not used minus any applicable cancellation fee
- If **you** have made a claim during the Insured Period, no refund of the premium will be given.

If **you** are paying by instalments under a loan arrangement and a claim has been made, **you** will have to pay the balance of the annual premium plus the applicable cancellation fee. **You** will also have to pay any interest and fees due under **your** Consumer Credit Agreement.

## We may cancel without giving you any notice

If **you** make, or try to make, a fraudulent claim under this policy, or if **we** reasonably suspect fraud, **we** or Hastings Direct, have the right to cancel **your** policy without giving **you** notice and without refunding **your** premium.

If **your** Hastings Home Premier Policy to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

# Fraud, Misrepresentation and Non-disclosure

If **we** find that **you**, anybody insured by this policy or anyone acting for **you** has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **you** with cover, or the terms and conditions of cover or the premium required
- Misled **us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **us** to accept a claim
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **us** or another insurer, **we** may:
  - Cancel or void **your** policy and all other policies which **you** hold with **us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **you** have paid for the policy
  - Refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs **we** have incurred
  - Amend **your** policy details to record the correct information, collect any additional premium due and charge administration costs.

# Complaints Procedure

**We** always aim to do **our** best. However there may be times when **you** aren't happy with **our** services.

If **you** have a complaint about **our** service, **you** can write to **our** Customer Relations Manager at:

Customer Relations – Home Emergency  
Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey,  
RH1 1PR.

or **you** can phone **us** on: **01737 815 913** or you can email us at:  
[homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

**We** will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service, within 6 months of the date of the final response, by writing to:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
Telephone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect **your** legal rights.

Details on how to take your complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform  
[http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm), which has been set up by the EU Commission.

## FSCS

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk)

## Your privacy

**You**r privacy is important to Hastings Insurance Services Limited and **us** and **we** go to great lengths to protect it. Details of the data **we** hold about **you** are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells **you** about the personal data **we**, as a Product Provider, and Hastings Insurance Services Limited hold about **you**, so **we** can provide **you** with a quote or insurance policy. It explains how **we** and Hastings Insurance Services Limited may collect, use and share **your** details and tells **you** about **your** rights under data protection laws. **You**'ll find the privacy notice at [www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice) but if **you**'d prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com).

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws.

**You** can contact them at:

Data Protection Team

Email address: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

Postal address: Hastings Insurance Services Limited,  
Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.

## Alternative Format

Please contact **us** in writing or by phone on 0333 321 9801 if you would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.

## How to make a complaint

We want to provide you with a high level of customer service, if you're not happy about something please tell us.

Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)

Call: **0333 321 9677**

Address: **Customer relations team, Hastings Direct,  
Conquest House, Collington Avenue, Bexhill-On-Sea TN39 3LW**

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

### Financial Ombudsman Service

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are:

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

Call: **0800 023 4567 or 0300 123 9123** (from mobiles or non BT lines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

## Contact details

You can read our FAQs and view your policy documents in MyAccount:  
Log in or register here: [www.hastingsdirect.com/MyAccount](https://www.hastingsdirect.com/MyAccount)

Chat to our customer services team:

Webchat: [www.hastingsdirect.com/contact-us](https://www.hastingsdirect.com/contact-us)

Call: **0333 321 9801**

Opening hours: Monday to Friday 8am – 9pm  
Saturday 9am – 5.30pm, Sunday 10am – 5pm

## Did you know we also provide

Car, multi car, bike, and van insurance: **0333 321 9759**