



# 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

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



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# Welcome

Thanks for buying your home insurance **policy** through Hastings Direct; we're delighted you've chosen us. This **policy** wording explains your insurance **policy**; please read it carefully so you understand exactly what you're covered for and what's excluded.

## Using this policy wording

Please read this **policy** wording along with your **policy schedule** to make sure you're satisfied with your insurance. If you have any questions please contact us on **0333 321 9801**.

## Making a claim

If you need to make a claim, please call **your insurer**. Their number will be in your welcome pack and in your policy schedule. You'll find more information about how to claim on page 4.

## Who can speak to us about your policy?

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

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# Part 1 – Useful information

## Claims service



### Are you covered for wear and tear?

Your **policy** doesn't cover claims arising just from wear and tear or gradual operating causes. It's your responsibility to keep your home and its contents in a good condition – see the General Exclusions section for more details.

## Contents, personal possessions and buildings claims

### If you need to make a claim

- Report the loss or damage to **your insurer** as soon as you can, they'll tell you what to do next. You'll find their number in your **policy schedule**
- Be ready to give them your **policy** number found on your **policy schedule** and details of the loss
- Tell the police as soon as you discover something is lost or if you suspect theft or malicious damage. Ask them for a crime reference number and tell **your insurer** as soon as you can
- Read the claims conditions section of this **policy** wording.



### What's an excess?

An **excess** is the amount you have to pay towards the first part of any claim you make. You agreed to the amount of each **excess** when you bought the policy. If a claim is made over both the buildings and contents sections of the policy (for example a fire damages both your home and its contents), then you'll pay the excess from the section with the highest total excess. Details are shown on your **policy schedule**.

## Occupiers, Public or Property owner's liability claims

Neither you nor anyone else covered by the **policy** should make any admission of fault, offer promises, payment or compensation unless **your insurer** has agreed it in writing.

When defending or settling a claim, **your insurer** is entitled to instruct the solicitors of their choice to act for you in any proceedings. If they feel it's appropriate, **your insurer** is entitled to admit liability for the costs covered under this policy, on behalf of you or any person claiming indemnity under the **policy**. These admissions can be made before or after legal proceedings start.

If you need to claim under your Home emergency or Family legal protection cover, please contact:

**Family Legal Protection:**

0344 770 1040 and quote 'HISL'

**Home Emergency Insurance:**

0800 633 5088

## Legal statements

This **policy** is a contract between you, any joint policyholders and **your insurer**. **Your insurer's** name is shown on your **policy schedule** of insurance. You're responsible for entering into this contract and only you, any joint policyholder or anyone you've given authority to act on your behalf are able to cancel it. You alone are able to make claims under this **policy** on your own behalf. Under the Contracts (Rights of Third Parties) Act 1999 no other third party has any additional rights under this **policy**. The information you gave to us forms part of this contract and is shown on your statement of insurance.

You enter into a contract with the insurer when you agree to take out a **policy** on the terms and conditions offered and pay the premium. It's your responsibility to make sure that you and any other joint policyholder are aware of the terms of this **policy**.

If you've paid, or have agreed to pay, the appropriate price and our arrangement and administration fee, the insurer will provide insurance under the terms set out in this **policy** during the **period of insurance**.

## The law which applies to this policy

You, we and **your insurer** can choose between us the law which applies to this **policy**. We propose that the laws of England and Wales will apply unless agreed otherwise.

## Information about your contract of insurance

When you take out a home insurance **policy** through us you enter into two separate contracts;

- The first contract is with **your insurer**, named on your policy schedule. **Your insurer** will provide the insurance cover detailed in the terms and conditions of part 2 of this **policy** wording and will handle any claims. **Your insurer** charges a premium for this, which includes insurance premium tax.
- The second contract is with us, acting on your behalf as your agent by arranging and administering your insurance **policy** and we'll charge fees for this service. Our terms and conditions are set out in part 6 of this **policy** wording.

## Information about your policy documents

Your insurance contract is made up of:

- This **policy** wording
- Your **policy schedule**, which has details of you, **your insurer**, the cover provided and which sections and **endorsements** in this **policy** apply to you.
- Your statement of insurance, which shows all the information you've provided on which the cover has been based.

You should keep a record of any information you supply to us (including any emails and letters) in relation to this insurance.

Read all of these documents carefully to make sure all the details are correct. Please also check your statement of insurance to make sure you have the right level of cover.



## Your legal obligations

Under the Consumer Insurance (Disclosure and Representation) Act 2012, when you apply for insurance you have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If you give us information which is over and above what we've asked for, you must do so honestly and carefully.

If you don't take reasonable care to answer all questions fully and accurately or if you deliberately make a false statement, there could be serious consequences. We or **your insurer** may:

- cancel your **policy**
- declare your **policy** void (treating your **policy** as if it never existed)
- change the terms and/or premium of your **policy**
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

Check your statement of insurance to make sure all facts given are correct. If the details on your **policy** documents are wrong, or if you want to make any changes, please call our customer service team on the number at the front of this policy wording.

## Checking for changes to your cover

If you've changed the basic terms of your **policy** with us, this will be stated in your **policy schedule**.

**Your insurer** may also apply changes to your policy. These are called **endorsements** and can include things like a requirement to have a burglar alarm fitted, a certain type of lock on your doors, or an increase to the **contents** sum insured. These can be found in your **policy schedule**.



### Important

You must tell us if you intend to carry out any building work or changes to your **home**, for example, an extension, loft or garage conversion or any structural alteration, before any work begins.

## Policy summary

This table is a summary of the features and benefits of this **policy**. Full details can be found in the 'Buildings' and 'Contents' sections of this **policy** wording. The amounts in the Cover Limit Column should match the level of cover you've bought (as listed in your statement of Insurance and **policy schedule**). If they don't match, call our customer services team.



### Important

You need to tell us about (to specify) any items worth more than £1,500. Any items individually valued above this amount that you haven't told us about and aren't itemised in your policy schedule aren't covered.

Please also tell us about any pedal cycles valued over £350.

You can add specified items to your policy at any time. To do so please contact us.

<b>Buildings (if selected)</b>	<b>Cover limit</b>
Buildings sum insured	£1,000,000
Accidental damage to underground drains/pipes	£1,000,000
Alternative accommodation	£200,000
Trace and access	£5,000
Escape of water and oil	£1,000,000
Property owner's liability	£2,000,000
Locks and keys	£500
<b>Contents (if selected)</b>	<b>Cover limit</b>
Contents sum insured	Refer to your policy schedule
Valuables limit	£30,000
Single article limit (unless specified)	£1,500
Business equipment	£6,000
Escape of water and oil	Up to the contents sum insured
Accidental loss of metered water and oil	£2,000
Contents in outbuildings	£5,000
Contents in the garden	£1,000
Plants in the garden	£1,000
Fatal accident	£5,000
Alternative accommodation	£15,000
Frozen food	£1,000
Title deeds	£750
Tenant's liability	£15,000
Money	£500
Credit cards	£1,000
Locks and keys	£500
Special events increase	£7,500
Downloaded information	£2,500
Visitor belongings	£1,000
Temporary removal	£2,500
Student belongings at university/college (theft)	£2,500
Documents	£750
Liability to the public and unrecovered damages	£2,000,000
Liability to domestic employees	£10,000,000
<b>Pedal Cycles (in and away from home)</b>	<b>Cover limit</b>
Total limit for pedal cycles (unless specified)	£1,500
Single item limit for pedal cycles (unless specified)	£350
<b>Personal possessions</b>	<b>Cover limit</b>
Personal possessions sum insured	Refer to policy schedule
Single item limit	£1,500

# Definitions

To help you understand the details of your cover, definitions of the key terms in your **policy** are below. Wherever these words or phrases appear in **bold** in this **policy** wording, they'll have the meanings listed here.

The terms we, us, our, you and your take on the defined meaning listed here whenever they appear in this **policy** wording, but won't always appear in **bold**.

## Accidental damage

Physical damage that happened suddenly from an external and identifiable means, that wasn't expected or deliberate.

## Bedroom

Any room in your **home** that's either currently used as a bedroom or was originally designed and built as a bedroom but is now being used for another purpose.

## Buildings

The structure of the **home** including fixtures and fittings and (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 can't reasonably be removed and re-used and inspection hatches and covers which supply utility services to your **home** and **outbuildings**.

## Business equipment

All computers and equipment (excluding data) mainly used for business, trade, professional or employment purposes, including stock but not business **money** and documents.

## Contents

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

**Continued over...**

## Contents

The following items are not included in this definition:

- **Vehicles or craft**, including drones
- Any living creature
- Documents, except those specifically mentioned in the contents section
- Lottery and raffle tickets
- For tenants; any part of the structure of the **buildings**, other than fixtures and fittings, that you're responsible for

## Domestic staff

A person employed to carry out domestic duties associated with your **home** and not employed by you in any capacity in connection with any business, trade, profession or employment.

## Endorsement(s)

A change to the terms of the **policy**. You'll find these in your **policy schedule** under the heading '**endorsements**'.

## Excess

The amount you must pay as the first part of every claim made. Check your **policy schedule** to find out what **excesses** apply to your **policy**.

## Family/They

Your spouse, domestic partner or civil partner, children, **domestic staff** and any other person permanently residing with you and not paying for their accommodation.

## Flood

A sudden and violent invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

## Heave

The upward or sideways movement, other than **settlement**, of the site on which your **buildings** are situated, caused by swelling of the ground.

## Home

The private residence shown in your **policy schedule**, including its garages and **outbuildings** if they form part of the property.

## Home entertainment equipment

Includes items such as televisions, sound systems, CD/MP3 players, DVD/Blu-ray players, games consoles, computers, laptops, notebooks, E-readers, radios, digital, cable and other such equipment used for **home** entertainment purposes.

## Landslip

Sudden sideways movement, other than **settlement**, of soil on a slope or gradual sideways creep of a slope over a period of time.

## Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which aren't part of a collection, premium bonds, saving stamps or certificates, money orders, traveller's cheques, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets, gift cards and electronic money cards. This doesn't include liability relating to credit cards, cheque cards or cashpoint cards.

## Outbuildings

Sheds, greenhouses, summer houses, other **buildings** (not including caravans, mobile homes or motor homes and structures made of canvas, PVC or any other non-rigid material) which don't form part of the main building of the **home** and are used for domestic purposes.

## Period of insurance

The period that cover is effective from and to, as stated in your **policy schedule**.

## Personal effects

Clothes and articles of a strictly personal nature likely to be worn or carried; for example, handbags, tablets, mobile phones, portable music devices, hand held games consoles and sports equipment. It doesn't include **valuables** or **money** or pedal cycles.

## Policy

Your **policy** wording, statement of insurance and **policy schedule** including any **endorsement(s)**.

## Policy schedule

This sets out the following information:

- Your details
- Your **policy** number
- The **period of insurance**
- The sections of this document that apply
- Cover limits
- Any conditions which may vary the terms of this document, such as **endorsements**

<b>Settlement</b>	Movement due to the distribution or re-distribution of loading and stresses within the various elements of construction, which usually occurs in the early stages of the life of a <b>building</b> .
<b>Storm</b>	A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55 mph, equivalent to <b>storm</b> force 10 on the internationally recognised Beaufort Scale), or torrential rainfall at a rate of at least 25mm per hour, 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.
<b>Subsidence</b>	Downward movement of a <b>building's</b> foundation caused by something other than <b>settlement</b> or the weight of the <b>building</b> itself.
<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 and not occupied overnight by you, your <b>family</b> , lodgers, tenants or a person authorised by you for more than 30 consecutive days.
<b>Valuables</b>	Jewellery, antiques, gemstones, watches, furs, paintings and other works of art, sculptures, stamp, coin and medal collections, gold and silver objects and other precious metals
<b>Vehicles or craft</b>	<p>These are generally excluded from cover and consists of electrically or mechanically propelled or assisted <b>vehicles</b> such as;</p> <ul style="list-style-type: none"> <li>• Plant machinery, mini diggers, fork lift trucks</li> <li>• Motor cycles, children's motor cycles, quad bikes and children's quad bikes</li> <li>• Golf carts and other sports related vehicles</li> <li>• Aircraft (including gliders and hang gliders), drones (including mechanically propelled aerial toys, models or devices)</li> <li>• 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</li> </ul>

Continued over...

- Trailers, carts, wagons, caravans and horse boxes
- Parts, accessories, tools, fitted audio and/or visual equipment, diagnostic equipment and fitted satellite navigation systems for any of the items above.

**The following items are not included in the definition and may be covered by the policy:**

- 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're only being used for their intended purpose and by the intended user, and they're 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.

**Vermin**

Rats, mice, squirrels, pigeons, jackdaws, magpies, foxes, wasps, hornets, cockroaches and other insects such as woodworm and moths.

**We/us/our**

Hastings Insurance Services Limited trading as Hastings Direct

**You/Your**

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

**Your insurer**

The insurer stated in your **policy schedule**.



## Part 2

# What you're covered for Buildings

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

Defined words appear in **bold** and you'll find their meanings in the definitions section of this **policy** wording.

**Your insurer** will cover your **buildings** up to the sum insured of £1,000,000 for any one claim under buildings sections 1–7, 10, 11, 13–15 and 17. The loss or damage must take place at your **home** during the **period of insurance**.

In addition, **your insurer** will pay any amounts due under buildings sections 8, 9, 12 and 16 up to the limits shown in the policy summary.

### Please note:

- The **excess** amount shown on your **policy schedule** will be deducted from any claim settlement.
- Terms or **endorsements** may apply—please see your **policy schedule**

Your **policy** covers loss or damage to your **buildings** by:

## 1. Storm or flood

### What's covered

#### Storm

**Your insurer** will cover loss or damage caused by **storm**, as detailed in the definition section of this document.

#### Flood

**Your insurer** will cover loss or damage caused by **flood**—please see the full **flood** definition within the definitions section. This doesn't include water that's escaped from pipes, tanks or other fixed water apparatus inside your **home**—please see the escape of water section (section 2) for this.

Continued over...

## What isn't covered

Loss or damage:

- To gates, hedges and fences
- To drives, patios, decking, terraces and paths unless your **home** was damaged at the same time and by the same cause
- Caused by **storm** to radio or television aerials or satellite dishes
- Caused by frost.

## 2. Escape of water or oil

### What's covered

Loss or damage:

- Caused by water leaking from or freezing in:
  - a fixed water, drainage or heating installation
  - a washing machine, dishwasher, water bed, fridge or freezer.
- Caused by oil either leaking from, or freezing in, a fixed oil-fired heating installation. This includes smoke or smudge damage by vaporisation caused by a faulty oil-fired heating installation and any damage to soil caused by the leaking oil.

Damage to the items is only covered if it's happened as a result of an insured cause or cover.

### What isn't covered

Loss or damage:

- While your **home** is **unoccupied** or **unfurnished**
- Caused by subsidence, landslip or heave as a result of escape of water
- Caused by the failure or lack of grouting or sealant known to you or that you ought to have been aware of
- Caused by wear and tear
- Caused by gradual operating causes
- Caused gradually and that you ought to have been aware of
- Caused by general lack of maintenance
- Caused by wet or dry rot
- Caused by sinks, baths or trays overflowing due to the taps, showers or other water faucets or dispensers being left on (this is covered if extended **accidental damage** has been selected).

Make sure patches of damp, mould or mildew are checked by an expert. This could prevent gradual leaks causing damage to your property. As stated above, damage caused gradually



### Burst pipe prevention

If you're going away for 14 days or more we recommend that you either:

- Set the heating system to maintain a temperature of around 14°C to allow warm air to reach your pipes, or
- Turn off gas and water supplies at the mains and drain the water and central heating systems

### 3. Theft

#### What's covered

Loss or damage caused by theft or attempted theft.

#### What isn't covered

Loss or damage:

- While your **home** is occupied by anyone other than you, your **family** or any person you or your **family** have allowed into your **home**, unless there's been forcible and violent entry to, or exit from, your **home**
- While your **home** is **unoccupied** or **unfurnished**.

Please notify the police and us as soon as possible, preferably within 24 hours of discovering the theft, and get a crime reference number.

### 4. Vandalism or malicious damage

#### What's covered

Loss or damage caused by malicious acts.

#### What isn't covered

- Loss or damage while your **home** is **unoccupied** or **unfurnished**
- Malicious damage caused by you, your **family** or any person you or your **family** have allowed into your **home**.

### 5. Fire, lightning, earthquake or explosion

#### What's covered

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

#### What isn't covered

- Smoke damage caused gradually from repeated exposure
- Loss or damage caused by tobacco burns, scorching, melting, warping, singeing or other forms of heat distortion unless accompanied by flames.

## 6. Subsidence, heave or landslip

### What's covered

Loss or damage caused by:

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

### What isn't covered

Loss or damage:

- To boundary and garden walls, gates, hedges and fences, paths and drives, patios, decking, terraces, tennis hard courts and swimming pools unless your **home** has been damaged at the same time by the same cause
- Due to normal **settlement**, shrinkage or expansion
- To, or as a result of, movement of solid floor slabs and non-load bearing walls, unless the foundations beneath the external walls of your **home** are damaged at the same time by the same cause
- Resulting from construction, structural alteration, repair or demolition
- Caused by coastal or river bank erosion
- Arising from the use of defective materials, defective design or faulty workmanship.

## 7. Impact

### What's covered

Loss or damage caused by:

- Impact or collision with animals, falling trees or branches, road **vehicles**, trains, aircraft or other flying objects (including items dropped from them)
- Breakage or collapse of television or radio aerials, satellite dishes and their fittings.

### What isn't covered

Loss or damage:

- Caused by domestic pets
- To gates or fences by falling trees or branches
- Caused during tree felling, lopping or topping
- To the fallen items
- The cost of the removal of a tree or branch, unless its fall has caused damage to the **building** itself.

## 8. Locks and keys

### What's covered

**Your insurer** will pay up to the limit shown in the policy summary for any one claim for the theft or loss of keys for the following:

- External doors and windows of your **home**
- A safe within your **home**
- An alarm protecting your **home**.

### What isn't covered

- The cost of replacing keys and locks to a garage or outbuilding.

If you've chosen **buildings** and **contents** insurance then **your insurer** will only pay under one section for any one claim.

## 9. Trace and access

### What's covered

**Your insurer** will pay you up to the limit shown in the policy summary for any one claim for the necessary and reasonable costs you incur to find the source of damage to your **home** caused by:

- Escape of water from a fixed water, drainage or heating installation
- Escape of oil from a fixed oil fired heating installation
- **Accidental damage** to cables, pipes, underground drain pipes or tanks providing services to and from your **home** that you're responsible for.

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

### What isn't covered

- Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains
- The costs of repair to the source of the damage unless the cause is covered elsewhere in this **policy**.

Trace and access cover can only be applied if physical damage is found at the property.



### What is trace & access?

Trace and access will cover the costs of finding the source of leaking pipes.

This is really useful cover if the leak is coming from a place you can't get to, like under the floorboards.

## 10. Riot and civil commotion

### What's covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances. Please notify the police immediately and get a crime reference number, and tell us within seven days of the event

## 11. Debris removal and building fees

### What's covered

**Your insurer** will only pay for any necessary expenses incurred when rebuilding or repairing the **buildings** following a valid **buildings** claim under sections 1–7 and 10, including:

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

### What isn't covered

- Costs incurred after a notice to comply with any statutory regulations or local authority requirements have been served on you.

## 12. Alternative accommodation

### What's covered

While your **home** cannot be lived in because of loss or damage covered by the buildings section of this **policy**, **your insurer** will pay up to the limit shown in the policy summary for any one claim for:

- The increased cost of alternative accommodation for you and your **family** and your domestic pets
- The amount of rent and ground rent you and your **family** lose.

## 13. Emergency entry

### What's covered

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

## 14. Selling your home

### What's covered

The buyer is covered for loss or damage covered by this insurance up to the date the sale completes on your **home**, unless the **buildings** are insured by another **policy**. If you're buying another property to live in, which **your insurer** has agreed to insure, **your insurer** will cover your new property for loss or damage under this section for up to 90 days from the date contracts are exchanged or, in Scotland, the date your offer is accepted.

### What isn't covered

- Properties insured by another **policy**
- **Unoccupied** properties
- After the sale or purchase has completed.

## 15. Accidental damage to cables, underground pipes and drains

### What's covered

- **Accidental damage** to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from your **home** and for which you're legally responsible.

### What isn't covered

- Loss or damage to drains, such as pitch fibre drains, caused by inherent defects in the design, material, construction, or installation of the pipes and drains.



## 16. Property owner's liability

### Important guidance for property owner's liability

Under this section **your insurer** will only provide cover for liability arising from the ownership of your **home**. **Your insurer** will not cover your liability as the occupier of your **home** or your personal liability arising from the private pursuits of you or your **family**.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

You'll also need to arrange cover for occupier and/or public liability. This is included automatically under our contents insurance.

### What's covered

**Your insurer** will pay up to the limit shown in the policy summary (including costs and expenses agreed by **your insurer** in writing) for any one claim or series of claims arising from any one event, source or original cause that you or your **family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** which causes accidental:

- Death, bodily injury or illness of any person who isn't an employee of you or your **family**
- Damage to material property not belonging to, or in the custody or control of, you or your **family**

Arising from:

- your ownership (but not occupation) of the **buildings** including its land
- 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 and the Channel Islands which was previously owned and disposed of by you or your **family** before the occurrence of bodily injury or damage in connection with such private residence.

### What isn't covered

Your legal liability to pay compensation or costs arising from:

- Any agreement with a third party which imposes a liability on you or your **family** that wouldn't exist without that agreement
- The use of your **home** for any business, trade, profession or employment
- Death, bodily injury or damage caused by lifts, hoists or **vehicles or craft**, including drones and mechanically propelled aerial toys, models or devices
- The cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property
- Death, bodily injury or illness to you or your **family**
- Any liability covered by any other insurance policy
- Any liability for faulty work which arises more than six years after the work has been completed.

## 17. Accidental damage (optional cover)

Your policy schedule will show if you have chosen this section.

### What's covered

**Accidental damage** or loss to **buildings**, such as repairing a ceiling if someone is in the loft and drops something through a floorboard.

### What isn't covered

Loss or damage caused by:

- Anything specifically excluded under **buildings** cover
- Anything specifically covered elsewhere in this **policy**
- Frost
- Wear and tear, depreciation or gradual operating causes, **settlement** or shrinkage of the **buildings**
- Fungus, insects or **vermin**, parasites, woodworm, wet or dry rot or atmospheric conditions
- Chewing, scratching, tearing or fouling by domestic pets
- Mechanical or electrical breakdown or failure
- The alteration or extension of the **buildings** or the cost of maintenance, or routine decoration
- Faulty workmanship, defective design or use of defective materials
- While your **home** is **unoccupied** or **unfurnished**
- While your **home** is lent, let or sub-let.

## General buildings exclusions

### You're not covered for:

- Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets
- Loss or damage caused by faulty design, plan, specification, materials or workmanship
- Liability arising from any trade, business, profession or employment
- 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 their **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 your **home**.

# Contents

Your policy schedule will show if this section is in force. Defined words appear in **bold**, see the Definitions section for their meaning.

## What's the most your insurer will pay?

**Your insurer** will cover your **contents** up to the sum insured shown in your **policy schedule** for any one claim under contents sections 1, 2, 3–7, 9, 12 and 25. The loss or damage must take place during the **period of insurance**.

In addition **your insurer** will pay any amounts due under contents sections 8, 10, 11 and 13–24 up to the limits shown in the policy summary.



## Do you need to keep your receipts or have proof of ownership or value?

If you need to make a claim for any **valuables** or other significant items then **your insurer** may ask you for proof of value and/or ownership, so yes, keeping your receipts could help towards a quick and efficient claims settlement.

Any item of jewellery exceeding the value of £5,000 must be examined and revalued by a competent jeweller once every 3 years with any defects (e.g. in the settings of any stones) remedied. Proof of this may also be required when making a claim.

## What contents aren't covered?

- **Vehicles** or **craft** or liability from the use of **vehicles or craft**
- Parts, accessories, tools, diagnostic equipment, fitted audio and visual equipment for **vehicles or craft**
- Any living creature
- **Contents** more specifically insured by any other insurance **policy**
- Documents other than as shown in contents section 19
- Lottery and raffle tickets
- Any part of the structure of the **buildings** other than fixtures and fittings you're responsible for as occupier.

## Please note:

- The **excess** amount shown on your **policy schedule** will be deducted from any claim settlement.
- Terms or **endorsements** may apply—please see your **policy schedule**

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

## 1. Storm or flood

### What's covered

#### Storm

Your **insurer** will cover loss or damage caused by **storm**.

#### Flood

Your **insurer** will cover loss or damage caused by **flood**.

### What isn't covered

Loss or damage:

- Caused by frost
- Water that's escaped from pipes, tanks or other fixed water apparatus inside your **home**—please see the escape of water section (section 2) for this.

## 2. Escape or accidental loss of water or oil

### What's covered

- Accidental loss of metered oil or water up to the amount shown in the policy summary
- Up to the **contents** sum insured for loss or damage caused by:
  - Water leaking from;
    - a fixed water, drainage or heating installation
    - a washing machine, dishwasher, water bed, fridge or freezer
  - Oil leaking from a fixed oil-fired heating installation. This includes smoke and smudge damage by vapourisation caused by a faulty oil-fired heating installation.

Damage caused to **contents** by the escape of water or oil is covered but damage to the pipe, appliance, tank or installation is only covered if an insured section is in use.

### What isn't covered

Loss or damage:

- While your **home** is **unoccupied** or **unfurnished**
- Caused by subsidence, landslip or heave as a result of escape of water
- Caused by the failure or lack of grouting or sealant known to you or that you ought to have been aware of
- Caused by wear and tear
- Caused by gradual operating causes
- Caused gradually and that you ought to have been aware of
- Caused by general lack of maintenance
- Caused by wet or dry rot
- Caused by sinks, baths or trays overflowing due to the taps, showers or other water faucets or dispensers being left on (this is covered if extended **accidental damage** has been selected).

Make sure patches of damp, mould or mildew are checked by an expert. This could prevent gradual leaks causing damage to your property. As stated above, damage caused gradually that you ought to have been aware of is not covered under your **policy**.

### 3. Theft

#### What's covered

Loss or damage caused by theft or attempted theft.

#### What isn't covered

Loss or damage:

- While your **home** is **unoccupied** or **unfurnished**
- If the 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
- While your **family home** is occupied by anyone other than you, your **family** or any person you or your **family** have allowed into your **home**, unless there's been forcible and violent entry to, or exit from, your **home**
- To pedal cycles, unless they are either locked to an immovable object or kept in a locked building
- By deception, unless deception is used by someone only to gain access to your **home** by lying and then stealing something when there. Deception theft such as giving bank details over the phone isn't covered.

Please notify the police and us as soon as possible, preferably within 24 hours of discovering the theft, and get a crime reference number.

### 4. Vandalism or malicious damage

#### What's covered

Loss or damage caused by malicious acts.

#### What isn't covered

- Loss or damage while your **home** is **unoccupied** or **unfurnished**
- Loss or damage caused by you, your **family** or any person you or your **family** have allowed into your **home**
- Loss or damage caused by computer virus or hacking.

## 5. Fire, lightning, earthquake or explosion

### What's covered

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

### What isn't covered

- Smoke damage arising gradually or out of repeated exposure
- Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.

## 6. Subsidence, heave or landslip

### What's covered

Loss or damage caused by:

- **Subsidence, landslip** or ground **heave** of the site on which the **buildings** stand.

### What isn't covered

Loss or damage caused by:

- Coastal or river bank erosion
- Construction, structural alteration, repair or demolition
- The use of defective materials, defective design or faulty workmanship.

## 7. Impact

### What's covered

Loss or damage caused by:

- Impact or collision with any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), and
- Breakage or collapse of television or radio aerials, satellite dishes and their fittings.

### What isn't covered

- Damage caused by domestic pets
- The cost of the removal of a tree or branch, unless its fall has caused damage to the **buildings** or **contents**
- Loss or damage caused during tree felling, lopping or topping
- Loss or damage to the fallen items themselves
- Damage to equipment not in or attached to the **buildings**

## 8. Locks and keys

### What's covered

**Your insurer** will pay up to the limits shown in the policy summary for the theft or loss of keys for:

- External doors and windows of your **home**
- A safe within your **home**
- An alarm protecting your **home**.

### What isn't covered

- The cost of replacing keys and locks to a garage or outbuilding.

If you've chosen **buildings** and **contents** insurance then **your insurer** will only pay under one section for any one claim.

## 9. Riot and civil commotion

### What's covered

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

Please notify the police immediately and get a crime reference number, and tell us within seven days of the event.

## 10. Alternative accommodation

### What's covered

While your **home** cannot be lived in due to loss or damage covered by the **contents** section of this **policy**, **your insurer** will pay up to the amount shown in the policy summary for:

- Rent for which you're legally liable, or
- The increased cost of alternative accommodation for you, your **family** and your domestic pets
- The amount of rent and ground rent you and your **family** lose.



## 11. Temporary removal

### What's covered

- Loss or damage by **contents** sections 1–7 and 9 to **contents** temporarily removed from your **home** to:
  - Any bank or safe deposit
  - Any occupied private residence
  - Any building where you or your **family** are working or temporarily living while anywhere in the world
- Theft of student belongings.

This cover automatically includes student's possessions up to the sum insured specified in the policy summary, providing the student still has their permanent address at your **home**. Additional cover is available under the personal possessions section (if selected).

### What isn't covered

Loss or damage:

- By theft, unless it involves forcible or violent entry to or exit from a building
- From a caravan, a mobile home or motor home
- Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious people
- To **business equipment**.

## 12. House removal

### What's covered

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

### What isn't covered

**Accidental** loss or **damage**:

- To **valuables**
- To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors
- During sea transit
- Whilst your **contents** are in storage
- Caused by mechanical or electrical breakdown or failure.

## 13. Credit card liability

### What's covered

**Your insurer** will pay up to the amount shown in the policy summary for you or your **family's** liability under the terms of any credit card or debit card agreement as a direct result of its theft from your **home** and following its unauthorised use by any person not related to or living with you.

### What isn't covered

- Any loss unless you or your **family** have complied with the terms and conditions of the card provider
- Any loss or claim due to accounting errors or omissions.

You should inform the police and issuing authorities as soon as possible if you lose your card or if you suspect fraudulent activity on your account. Don't forget to cancel any affected cards as soon as possible.

## 14. Contents and plants in the garden

### What's covered

Up to the amount shown in the policy summary for loss or damage:

- To **contents** when in the open, within the boundaries of your **home**, including garden furniture, external statues and garden pots
- To plants, bushes, shrubs and trees.

### What isn't covered

Loss or damage:

- To **valuables** or **money**
- To **business equipment**
- Caused by **storm** or **flood**
- Theft of pedal cycles unless they're securely locked to an immovable object.

## 15. Documents

### What's covered

**Your insurer** will pay up to the amount shown in the policy summary for loss or damage, by contents sections 1 to 7 and 9, to documents (other than **money**) whilst:

- Within the main building of your **home**
- Deposited for safe custody in any bank, building society or solicitor's office anywhere in the world.

### What isn't covered

- Documents more specifically insured by any other insurance
- Documents mainly used for business, trade, profession or employment purposes
- Lottery or raffle tickets.

## 16. Downloaded information

### What's covered

Up to the amount shown in the policy summary 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 7 and 9 insured by this section.

### What isn't covered

- Losses caused by a computer virus or mechanical or electrical breakdown or failure
- Files downloaded for business purposes
- Losses caused by accidentally deleting or mislaying files.

## 17. Special events

### What's covered

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

- For 30 days before and after a recognised religious festival
- For 30 days before and after either your own or a **family** member's wedding or civil partnership.

## 18. Visitor's and domestic staff's personal effects

### What's covered

**Your insurer** will pay up to the amount shown in the policy summary towards any one claim, for each visitor or **domestic staff** member, for loss or damage by contents sections 1–7 and 9 to their **personal effects** whilst within your **home**.

### What isn't covered

- Loss or damage specifically excluded under contents cover
- Loss or damage to **valuables** or **money**
- Property held or used for business or trade.

## 19. Frozen food

### What's covered

**Your insurer** will pay up to the amount shown in the policy summary for loss or damage to frozen food which becomes unfit for human consumption due to:

- A change in temperature
- Contamination by refrigerant or refrigerant fumes.

### What isn't covered

Loss or damage resulting from:

- Any deliberate act carried out by you, your **family** or any electricity supplier
- The plug being accidentally removed, the door left open or the freezer being accidentally switched off
- Property mainly used for business, trade, profession or employment purposes
- Freezers over 10 years old.

The refrigerator or deep freeze cabinet must be in your **home** and owned by, or the responsibility of, you or your **family**.

## 20. Fatal accident

### What's covered

**Your insurer** will pay up to the amount shown in the policy summary 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 takes place within the United Kingdom, the Channel Islands or the Isle of Man as a result of:

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

Any settlement will be paid to the deceased's legal personal representative(s).

## 21. Tenant's liability

### What's covered

If you're renting the property, **your insurer** will pay up to the amount shown in the policy summary for any one claim or series of claims arising from any one event, source or original cause that you or your **family** become legally liable to pay as tenant of your **home** in respect of:

- Damage to the **buildings** by any cause specified under buildings sections 1 to 7 and 10 of this **policy**

### What isn't covered

- Loss or damage to gates, hedges and fences
- Damage for which you're not legally responsible
- Loss or damage while your **home** is **unoccupied** or **unfurnished**.

## 22. Liability to domestic staff

### What's covered

**Your insurer** will pay costs and expenses agreed by us in writing for any one claim or series of claims caused by any one event, source or original cause that you or your **family** become legally liable to pay as compensation (including claimant's costs and expenses where agreed by us) occurring during the **period of insurance** in respect of accidental death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man.

### What isn't covered

Death or bodily injury sustained by any **domestic staff** when they're:

- Being carried in or upon a vehicle
- Entering, getting into or alighting from a vehicle
- Where such death, bodily injury or illness is caused through the use of a vehicle by you or your **family**.

For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1988 or similar legislation.

## 23. Unrecovered damages

**Your insurer** will pay up to the limit shown in the policy summary for any award of damages made in you or your **family's** favour which is:

- In respect of death, bodily injury, illness or damage to property where you or your **family** would have been entitled to indemnity under the occupier's and public liability section had you been responsible for the injury or damage
- Made by a court within the United Kingdom, Isle of Man or Channel Islands
- Still outstanding six months after the date on which it is made, and
- Not the subject of an appeal.

## 24. Occupier's and public liability

Important guidance for occupier's and public liability

Under this section **your insurer** will provide cover for your liability as the occupier of your **home** arising from the private pursuits of you or your **family**. **Your insurer** won't cover your liability arising from your ownership of your **home**.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

If you are the owner of the **buildings** you will also need to arrange property owner's liability cover which is automatically included in our buildings insurance.

### What's covered

**Your insurer** will pay up to the limit shown in the policy summary (including costs and expenses agreed by **your insurer** 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 claimants costs and expenses) occurring during the **period of insurance** for:

- Accidental death, bodily injury or illness of any person
- **Accidental damage** to material property not belonging to, or in the custody or control of, you or your **family** or **domestic staff**

Arising from:

- the occupation of the **home** (but not its ownership)
- the private pursuits of you or your **family**
- the employment by you or your **family** of **domestic staff**.

### What isn't covered

Legal liability to pay compensation or costs arising from:

- Any business, trade, profession or employment
- You or your **family** occupying any land or buildings other than your **home** or temporary holiday accommodation
- The transmission of any communicable disease or virus
- The ownership, possession or use of any **vehicle or craft**, including drones and mechanically propelled aerial toys, models or devices
- The ownership, possession or use of firearms or any other weapon
- The ownership, possession or use of a dangerous species of animal, including domestic pets such as dogs (as defined in the Animals Act 1971, the Dangerous Dogs Act 1991, or similar legislation if applicable)

Continued over...

### What isn't covered

- Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man
- Any agreement or contract, unless you or your **family** would have been liable anyway under common law
- Deliberate or malicious acts carried out by you or your **family**
- Death, bodily injury or illness to you or your **family**
- Any liability covered by any other insurance policy.

## 25. Accidental damage (optional)

Your policy schedule will show if you have chosen this section.

### What's covered

**Accidental damage to contents** whilst in your **home**, such as spillages of paint on a carpet.

### What isn't covered

- Any damage specifically excluded under contents cover.

Accidental loss or damage:

- Caused by mechanical or electrical breakdown or failure
- Arising from the cost of remaking any film, disc or tape or the value of any information contained on it
- Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
- By chewing, scratching, tearing or fouling by domestic pets
- By wear and tear or any other gradual operating causes
- By rot, fungus, insects or **vermin**
- By the action of light or any atmospheric or climatic condition
- To food, drink or plants
- By liquid to mobile phones
- Arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
- While your **home** is **unoccupied** or **unfurnished**
- While your **home** is lent, let or sub-let
- To computers or computer equipment:
  - by deletion or distortion of data
  - by accidental deletion or mislaying or misfiling of documents or records
  - by viruses or hacking
  - by contamination.



# Pedal cycles

## What's the most your insurer will pay?

For unspecified pedal cycles **your insurer** will pay you up to the amount shown in the summary table for pedal cycles, both as individual items and up to a total limit.

If you have a pedal cycle with a value above the single item limit, you will need to let us know so that it can be specified and itemised in your policy schedule.

### Please note:

- Terms or **endorsements** may apply—please see your **policy schedule**
- The **excess** amount shown on your **policy schedule** will be deducted from any claim settlement.

## What's covered

Your **policy** covers your pedal cycles for loss, damage or theft while they are anywhere in the world as long as they belong to you or your family (or you or they are legally responsible for them) and they're mainly used for private purposes.

## What isn't covered

- Theft of an unattended pedal cycle while outside the boundary of the home unless locked to an immovable object or within a locked building
- Loss or damage whilst racing, pace-making or taking part in time trials
- Loss or damage caused by cleaning, repairing or restoring
- Loss or damage to accessories unless you have personal possessions cover
- Loss of value
- Pedal cycles that have been hired out
- Pedal cycles used for business purposes, except for commuting to and from work
- Pedal cycles you don't keep at **home** when not in use.

## General contents exclusions

- Loss or damage to any single item worth more than £1,500 (unless specified)
- Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets
- Accidental loss of **contents** caused by mislaying them within the boundaries of your **home**
- Loss or damage occurring after the insured property has been **unoccupied** or **unfurnished** (please see definitions section of this policy wording for definitions of **unoccupied** and **unfurnished**) unless the individual **policy** section doesn't exclude it.

# Personal possessions (optional)

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

## What's the most your insurer will pay?

**Your insurer** will pay you up to the amount shown in your **policy schedule** for personal possessions 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.

### Please note:

- The **excess** amount shown on your **policy schedule** will be deducted from any claim settlement.
- If you have specified items kept in your bank, we must be told if and when they're removed from the bank. If you forget to tell us you've taken them **home** then the outcome of a future claim for the item(s) could be affected.

Personal possessions include:

- **Personal effects**, including mobile phones
- **Valuables**
- **Money**
- Credit Cards



### **Do you need to keep your receipts?**

If you need to make a claim for any valuables or other significant items then **your insurer** may ask you for proof of ownership and value, so yes, keeping your receipts could help towards a quick and efficient claims settlement

Your **policy** covers your personal possessions for:

## 1. Loss or damage

### What's covered

- Loss or damage to personal possessions anywhere in the world as long as they belong to you or your **family** (or you or **they** are responsible for them) and they're mainly used for private purposes
- Accidental loss within your **home**—not covered under standard contents cover.

## 2. Credit card liability

### What's covered

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

### What isn't covered

- Any loss or claim unless you or your **family** have complied with the terms and conditions of the card provider
- Any loss or claim due to accounting errors or omissions.

You should inform the police and issuing authorities as soon as possible if you lose your card or if you suspect fraudulent activity on your account. Don't forget to cancel any affected cards as soon as possible.

# General personal possessions exclusions

Loss or damage:

- Arising from the cost of remaking any film, disc or any other type of recording, including the value of any information contained on it
- Caused by, or during, cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering
- Caused by chewing, scratching, tearing or fouling by domestic pets
- Caused by rot, fungus, insects or **vermin**
- Caused by wear and tear or any other gradual operating causes
- Caused by theft or attempted theft from an unattended motor vehicle unless:
  - all doors, windows and other openings are properly fastened
  - the items were kept in a locked, covered, boot, luggage compartment or glove compartment and there's evidence of a violent and forcible entry
- To items not in the care, custody or control of you, your **family** or an authorised person
- Caused by theft or attempted theft from an unlocked hotel room
- Caused by depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
- Caused by mechanical or electrical breakdown or failure
- To **vehicles** or **craft**, including drones
- To any property used for business, trade, profession or employment purpose
- To plants or any living creature
- To documents
- 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
- Property specifically covered elsewhere in this **policy**
- To computers or computer equipment:
  - caused by erasure or distortion of data
  - caused by accidental erasure or mislaying or misfiling of documents or records
  - caused by viruses or contamination
- While the **home** is left **unoccupied** or **unfurnished**
- To property more specifically insured by any other insurance
- To lottery and raffle tickets
- To strings, reeds or drum heads.

## Part 3 – Claims

### How your insurer will settle claims

#### Buildings, contents and personal possessions claims

**Your insurer** may repair, reinstate or replace your damaged property. If **your insurer** can't replace or repair your property they may pay for the loss or damage in cash or in a cash alternative (including vouchers and/or store cards).

Where **your insurer** can offer repair or replacement through a preferred supplier, but then agree to pay a cash or cash alternative settlement, then payment will not be more than the amount they would have paid their preferred supplier.

If there isn't a replacement available, **your insurer** will pay the full replacement costs of the item, without a discount.

**Your insurer** may appoint an approved supplier to act on our behalf to validate your claim. They're 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 that's part of a matching set of items or suite of furniture, sanitary ware or other bathroom fittings is classed as a single item. **Your insurer** will pay you for individual damaged items but not for undamaged companion pieces.

If floor coverings are damaged beyond repair **your insurer** will only replace the covering that's damaged, not any undamaged floor coverings in other rooms.

## Storm damage claims

Our definition of **storm** can be found in the 'definitions' section.

When **your insurer** assess your claim, they won't rely solely on the definition of **storm** as this is just one factor considered when you have this kind of damage to your **home**.

Other factors considered are:

- Does the evidence show **storm** conditions occurred on or around the date the damage is said to have happened?
- Is the damage caused by **storm** conditions?
- Were **storm** conditions the main cause of the damage or were other factors involved?

For example, **your insurer** will look if the damage would have occurred without the **storm**. This **policy** isn't designed to cover you for any gradual operating causes, wear and tear or loss or damage resulting from inadequate maintenance. For more information, see the general exclusions and conditions section of this **policy**.

**Your insurer** will always talk to you about what damage you have, as well as look at the weather conditions in the area. Where **your insurer** obtains local weather reports, they'll take into account the distance of any weather stations from your **home** before making a decision.

To help us assess your claim, **your insurer** may also send a claims expert to your **home**.

## Limits of cover and under insurance

Please make sure the limits of cover shown on your **policy schedule** are enough to cover the full replacement cost of your **buildings** (for **buildings** this must be the cost of rebuilding if completely destroyed) and/or **contents** (for **contents** this must be replacement as new).

If any of those limits are less than the full replacement cost **your insurer** will reduce the amount claimed in proportion with the under insurance. For example, if the limit of your contents cover is equal to 75% of the amount needed to replace all of your **contents**, **your insurer** will only pay 75% of your claim.

## Other insurance policies

If any injury, loss, damage or liability under 'property owner's liability' or 'occupiers and public liability' is covered by any other insurance **your insurer** won't pay any of the claim. If any other injury, loss or damage is covered by any other insurance they won't pay more than their proportion of the claim.

## Proof of value and ownership

If you make a claim for any valuable or jewellery item, **your insurer** may ask you to provide both proof of value and your ownership of that item. This evidence could be in the form of either a professional valuation or a purchase receipt. Failure to provide this could affect the outcome of the claim.

## Claims conditions

You and your **family** must comply with the following conditions to have the full protection of your **policy**. If you and your **family** don't comply with them we may cancel your **policy**, refuse to deal with your claim or reduce the amount of any claim payment.

### The first thing you must do

You must inform the police as soon as you become aware that property is lost, or if theft, attempted theft, riot damage or malicious damage is suspected. They will give you a crime or lost property reference number. We recommend you check your **policy** cover to make sure loss or damage is covered.

You should always:

- Contact us as soon as possible by calling the claims helpline shown in your **policy schedule**
- Take all reasonable steps to recover missing property and prevent further damage.

### Claims process

When you phone the claims helpline shown in your **policy schedule your insurer** will:

- Take details of the loss or damage
- Arrange for an approved tradesperson to undertake emergency repairs if necessary
- Instruct an approved supplier to contact you if appropriate
- Where necessary, arrange for either someone from our claims team or an independent chartered loss adjuster to contact you to discuss your claim.

## After making your claim

If **your insurer** asks, you must:

- Send written details of your claim (within 30 days)
- Send full written details if someone is holding you or your **family** responsible for damage to their property or bodily injury to them
- Send any writ summons, letter of claim or other documents
- Provide purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property
- Obtain estimates for the replacement or repair of the damaged property.

**Your insurer** will only ask for information that's relevant to your claim and they'll reimburse you for any reasonable expenses you encounter when providing the information they've requested.

## 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 **your insurer** may need to see them
- Abandon any property for **your insurer** to deal with, unless you have their permission.

**Your insurer** has the right to:

- Negotiate, settle or defend any claim in your name and on your behalf.
- Take possession of the insured property
- Deal with salvage (what's left of any damaged items after they have been replaced)
- **Your insurer** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.



# Part 4 – General exclusions and conditions

## General exclusions

These exclusions apply throughout your **policy**. **Your insurer** won't pay for:

- **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.

- **Sonic bangs**

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

- **Reduction in market value**

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

- **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
- Occupiers and public liability
- Property owner's liability.

- **Radioactive contamination**

Loss or damage to any property or any other type of loss, damage or expense following on from the event for which you are claiming.

- **Any legal liability directly or indirectly caused by, contributed to or arising from:**

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or 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.

- **War risks**

Any loss, damage or liability caused 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.

- **Terrorism**

Any loss, damage, liability, cost or expenses directly or indirectly caused by terrorism, happening as a result of terrorism, or any action taken in controlling, preventing or suppressing any acts of terrorism, or anything relating to this.

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 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.

- **Pollution/contamination**

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination is excluded from cover 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**.

- **Gradual operating causes**

Any loss or damage caused by anything that happens gradually including wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot, normal settlement, or any loss due to mildew, rust, corrosion or fungus and costs that are caused by the normal use, maintenance and upkeep of your buildings and its contents. Any loss or damage caused gradually that you ought to have been aware of or has resulted from general lack of maintenance of your **home**

- **Deliberate loss or damage**

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

## General conditions

These conditions apply throughout your **policy**. You and your **family** must comply with them to have the full protection of your **policy**. If you don't we may cancel the **policy**, refuse to deal with your claim or reduce the amount of any claim payment.

### Your sums insured

You must notify us as soon as possible if the full value of your **buildings** and/or **contents** are higher than the amount they are insured for on your **policy schedule**. If the sums insured are proven to be insufficient to cover the full value of your property then your **policy** may no longer meet your needs and claims could be reduced or refused.

### Taking care of your property

You and your **family** must ensure that all reasonable precautions are taken to avoid injury, loss or damage, including taking all practical steps to safeguard the insured property from loss or damage. The insured property must be kept in a good state of repair.

### Jewellery and precious stones

Any item of jewellery exceeding the value of £5,000 must be examined and re-valued by a competent jeweller once every three years and any defect (e.g. in the settings of any stones) remedied immediately. Be aware that proof of this may be required if you make a claim.

## Changes in your circumstances

The terms of your **policy** and premium are based on the information you've given us. If any of it changes you should tell us by calling our customer service team on **0333 321 9801**.

Any changes to your **policy** are subject to **your insurer's** agreement and may not be acceptable. 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 subject to our administration fee. Find more details in the fees table.

Below are some examples of changes you should tell us about. This list isn't exhaustive and, if you're not sure, or want guidance on the effect your change may have on your **policy**, and whether it'll be acceptable to **your insurer**, ask our customer services team.

Please tell us as soon as possible if:

- You change your address
- Someone other than you or your **family** is living in your **home**
- Your **home** becomes **unoccupied** or **unfurnished**
- You, your **family** or anyone currently living with you is convicted of, or charged with, 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 number of **bedrooms** at your **home** changes
- Your **home** is being used for business or professional purposes
- Your **home** isn't in a good state of repair
- Your **home** is undergoing structural alteration, structural repair, restoration or renovation
- Any of the information provided and recorded in your statement of insurance has changed.

## Fraud

You must not act in a fraudulent manner. If you, or anyone acting for you:

- Knowingly provide information to us that is not true
- Mislead us in any way in order to get Insurance from us, obtain more favourable terms or reduce your premium
- Make a claim under the **policy** knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a policy or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by your willful act or with your knowledge.

Then, depending on circumstances:

- **Your insurer** may be entitled to refuse to pay the claim to which the alleged fraud or falsehood relates. They may also be entitled to cancel or avoid the **policy** without refunding your premium
- All other policies you have entered into through us, to which you are connected (including car, van and bike insurance), may be cancelled and **your insurer** will only give you a pro-rata refund
- **Your insurer** may inform the police of the circumstances of the claim.

## Part 5 – 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 **your insurer** won't 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/or 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 requirements is shown in your **policy schedule** and you don't comply with its requirements, **your insurer** 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 **your insurer** won't 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 14 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 seven days by a responsible adult
- **Valuables, money** and credit cards must be moved from the **home**.

**Your insurer** won't 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 25 is excluded whilst the children and/or their parents/guardians are on the premises.

Cover is subject to:-

- There being no more than three 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) **Your insurer** won't 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 16 – 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 to £150,000 for your contents cover.

# Part 6

## Terms and conditions

### Your insurance policy terms and conditions

#### Your contract with us

This contract is with us for arranging and administering your insurance **policy**. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in this part of the document.

If you make any changes to your **policy** we'll charge you an additional fee for amending your **policy**, as shown in the 'what you pay for our services' section.

#### What's the service we provide?

Our services include arranging your insurance cover. We'll also help you make any changes you need, such as amendments to the sums insured, use of your property and personal details. We'll arrange the renewal or cancellation of your **policy**. If your original Insurer doesn't accept a change you've made to your **policy**, we'll arrange cover with an alternative insurer from our panel, wherever possible. We can also arrange optional extras such as legal protection and **home** emergency cover if required.

We give you enough information to make an informed decision about choosing your insurance policy.

We don't make recommendations or give advice, so please consider all information carefully to make sure the product/s meet your requirements before you buy your insurance.



## What you pay for our services

We charge for administering your insurance, as listed in this fees table. **Your insurer** may charge an additional premium for changes in your circumstances or changes you make to your **policy**. If you decide to cancel your **policy**, they'll charge a premium for the time you've been covered. Further details about this are set out in the cancellation section of this **policy** wording. 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 <b>policy</b> online	£0
Call centre arrangement	£12.50
Arranging your <b>policy</b> at renewal	£5.00
<b>Amendments to your policy made by you</b>	
All amendments to this <b>policy</b> are subject to an administration fee. Examples of changes we need to know about can be found in the 'changes in your circumstances' section, under general conditions, in part four of this booklet.	£20.00
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 <b>policy</b> to correct the information we hold. Any amendments made as a result of these checks will result in payment of our administration fee.	Up to £20.00
<b>Cancellation – for full details please refer to 'your right to cancel'</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 <b>policy</b>	£0
Sent via post	£5.00
<b>Failed payments</b>	
Default fee (failed instalment payment)	£20.00
If we give a discount on our fees and/or the insurer's premium at the inception of your <b>policy</b> , and the <b>policy</b> 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.	

## Payments and refunds

The total price of your insurance is in your documents and includes insurance premium tax.

Legally, we must tell you that future taxes or costs may apply which aren't paid through or imposed by us. At the time of writing this booklet, we're not aware of any.

We've got the right not to collect payment or refund any amount under £1 when making amendments to your **policy**. We'll inform you of any collections or refunds when we make any changes. We'll keep any interest and returns earned on any funds we hold.

We use a third party to collect and store debit/credit card details, which is the industry standard. If you have authorised us to, we'll use the details stored to collect payment for mid-term changes, defaulted instalments (including the associated fee), balances following cancellation and renewal of your **policy**. We'll always inform you before taking payment.

If you pay us too much, we'll refund you using the card details we hold. If we overpay you, we'll attempt to recover the **money** using the same card details. We can't give cash refunds, so all other payments will be made by cheque.

If you pay for any adjustments to your **policy** by direct debit, 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.



### What do you mean by 'your loan'?

The full cost of your annual insurance premium is paid to **your insurer** when your **policy** starts. So if you wish to spread the cost by using direct debits, we provide a loan which you then repay on a monthly basis over the year.

## Our arrangements with websites

We use various referral providers, such as price comparison or cashback websites, to reach new customers. If they introduce you to us, we may pay them a fee for this service.

## Ownership 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.

## Several liability notice

If we have arranged your insurance with AXA Insurance UK plc and Advantage Insurance Company Limited, the following applies:

The obligations of AXA Insurance UK plc and Advantage Insurance Company Limited under contracts of insurance to which they subscribe are several, 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.

## Financial Services Compensation Scheme (FSCS)

All the insurers whose products we offer are covered by the FSCS. If the Insurer cannot meet its liabilities, for example because it goes out of business, you may be entitled to compensation from the Financial Services Compensation Scheme. For home insurance, cover is for 90% of the claim without any upper limit. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0207 741 4100.

## 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.

## Keeping your policy up to date

Your **policy** and the cost of your insurance are based on the information you've given us. It's very important this is kept up to date.

When you renew your **policy** it's your responsibility to tell us about any changes or incidents that may result in a claim. You'll need to tell us about anything that's happened in the last 12 months.

Changes to your **policy** will be subject to **your insurer** agreeing to them. Some amendments may not be acceptable, or may result in different terms, extra costs and/or fees. The table of fees in this document has more information. In some cases the additional cost could be significant. Please contact us to discuss any changes you wish to make.

Some examples of what you should tell us about are listed in the general conditions section. These lists can't cover everything so if anything changes it's a good idea to contact us to check whether it's something we need to record on your **policy**.

To inform us of any changes or incidents, call our customer services team on the number at the front of this document.

## Renewing your policy

At renewal time, think back over the previous 12 months and let us know if anything has changed for you or any joint policyholder.

Changes we need to know about include, but are not limited to, the points listed in the general conditions section.

If you don't tell us about changes or take reasonable care that the information you supply is honest, full and correct we or **your insurer** may cancel your **policy** from the start date, apply an additional premium, reject your claim or only pay part of it. You may also have to pay for the cost of any third party claim/s.

If you provide false or inaccurate information, and we identify that you've committed fraud, we may pass your details to relevant agencies to prevent fraud and money laundering.

If you'd like further details on how the fraud prevention agencies may use this information, please email: CounterFraudMailbox@hastingsdirect.com.

At least 21 days before your **policy** ends, we'll send the main policyholder a renewal invitation, informing them your insurance is due to expire. In most cases, this notice will include an offer to renew your insurance for another year. To help you make an informed decision, any offer will include a price, important facts about your **policy** and any changes to your **policy** terms.

The renewal terms offered will be based on the most recent information you've given us and will be shown in your renewal invitation. Please check the accuracy of this information and if any details are incorrect call us immediately.

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

If you want to accept a renewal offer, you must take reasonable care to ensure your information in the **policy** is correct and up to date. Contact our customer services team if anything has changed.

Each renewal of the **policy** represents a new contract of insurance, starting on the date shown on your renewal **policy schedule** and it's the main policyholder's responsibility to ensure all joint policyholders are aware of all terms and conditions.

## Automatic renewal

We automatically renew most policies. This means, 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 this in your renewal invite.

In a small number of cases, we won't automatically renew your **policy**. If this is the case, we'll let you know in your notice of renewal. Some of the reasons we may not automatically renew your **policy** include:

- You've previously told us you don't want us to automatically renew your **policy**
- Our panel of insurers won't insure you for another year
- You've got 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 by contacting our customer services team.

## After renewal

If you pay for your **policy** by annual or monthly direct debit or continuous card authority, we'll continue to collect your premium as agreed previously, using the same account details you gave us the previous year. The main policyholder will enter into a new contract of insurance with us starting on the cover start date shown on your renewal documents.

If you pay annually but don't leave your credit/debit card details with us, we'll still automatically renew your **policy**. You'll enter into a new contract of insurance with us on the day your **policy** renews and on this day you'll be required to pay the premium. You (the main policyholder) have the right to cancel this **policy** at any time and it's your responsibility to immediately notify any joint policyholders that this **policy** has been cancelled. Cancellation fees will apply.

## Cancellation

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

### Your right to cancel this policy

You've 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. This is the 'cooling off period' which starts either on the **policy** start date or the day you receive the terms and conditions, whichever is later.

Following cancellation, we'll calculate your refund as follows;

- If you tell us you want to cancel the **policy** before your cover starts, you'll be entitled to a full refund of **your insurer's** premium minus our non-refundable fees
- If you cancel the **policy** at any other time, **your insurer** will refund the premium on a pro-rata basis for the **period of insurance** that hasn't been used, minus our non-refundable fees.

You can find a list of our fees in the terms and conditions section of this **policy** wording and at [www.hastingsdirect.com](http://www.hastingsdirect.com).

No refund of premium will be given if you've made a claim, or if one has been made against you, during the **period of insurance**. If you're paying by instalments, you'll have to pay the balance of the annual premium.

### Our rights to cancel this policy

We and **your insurer** have the right to cancel your **policy** at any time by giving you seven days' notice in writing. Either we or **your insurer** will send a cancellation letter to the latest address we have for you, detailing the reason for cancellation in the letter. Neither we nor **your insurer** will cancel your **policy** without a valid reason for doing so.

These may include:

- When we've been unable to collect a payment. In this case, we'll contact you in writing requesting payment by a specific date. If payment isn't received by that date we'll cancel your **policy** with immediate effect. We'll notify you in writing that cancellation has taken place
- If 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've made a claim

- Where you're required in accordance with the terms of this **policy** to co-operate with us or **your insurer** but fail to do so
- When you fail to send information or documentation to us or **your insurer**, as required by the terms of this **policy**, and this affects **your insurer's** ability to process your **policy**, deal with a claim, or defend their interests
- If, by law or other reason, we're prevented from providing cover under this **policy**
- If there's a failure by you to take care of your property as detailed in the 'Taking care of your property' paragraph in the general conditions section of this booklet
- If there's been a change in circumstances which means **your insurer** is no longer able to provide you with cover
- We may also cancel this **policy** without giving you notice and without refunding your premium if you:
  - Fail to keep to the terms and conditions of this **policy**
  - 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 intimidate or bully our or **your insurer's** staff or suppliers.

Following cancellation, the refund of your premium will be calculated as stated in the 'Your right to cancel this **policy**' section, however if fraud has been committed the premium may be retained.

## Instalments

If you or the Insurer cancels this **policy**, the instalments you've paid may not be sufficient to pay for the cover received. In this case, you'll have to pay the amount owed for the cover received after cancellation, plus any interest and fees due under Your Consumer Credit Agreement.

In addition, if you received a discount from us or **your insurer** when you bought your **policy**, and the **policy** is then cancelled, we'll reclaim the unused portion of the discount out of any refund you're due on a pro-rata basis.

If you, or we, cancel the **policy**, at any time, any optional extras you bought with the **policy** (such as home emergency cover) will also be cancelled. Please see your additional products policy wording for details of refunds on these products.

If you don't pay for the insurance yourself, you must show these details to the person who paid on your behalf.



## Part 7 - 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)

# Part 8 - Family Legal Expenses Cover & Home Emergency Cover

## 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

### 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'. Lines are open 24 hours, 365 days of the year.

For our joint protection, telephone calls may be recorded and/or monitored. Lines are open 24 hours, 365 days of the year.

### 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 1040** 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 of solicitors is made up 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 Inter Partner Assistance SA, 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 **instructed 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**.

# Definitions

To help you understand the details of your cover, here are definitions of some of the key terms in your **policy**. Wherever these words or phrases appear in **bold** letters in this document, they will always have the following meanings:

**Adviser** Our specialist panel solicitors or accountants or their agents appointed by us to act for you, or, and subject to our agreement, where it is necessary to start court proceedings or a **conflict of interest** arises, another legal representative nominated by you.

**Advisers' costs** Legal or accountancy fees and disbursements incurred by the **adviser**.

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

**Costs** **Instructed standard advisers' costs** and **adverse costs**.

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

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

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

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

**Property disputes and employment:** £ 250

**All other sections:** Nil

The **excess** shall be paid to and at the request of the **adviser**.

**HM Revenue and Customs full enquiry** 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>Instructed advisers</b>	The level of <b>Advisers' Costs</b> that would normally be incurred by <b>costs</b> using a specialist panel solicitor or their agents.
<b>Insurer</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
<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>	<p>The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;</p> <ul style="list-style-type: none"> <li>• The defence of criminal prosecutions to do with your employment.</li> <li>• The defence of motor prosecutions.</li> </ul>
<b>Maximum amount</b>	<p>The maximum payable in respect of an <b>insured incident</b> is stated below:</p> <p>All sections: £ 75,000.</p>
<b>Territorial limits</b>	The European Union.

The definitions below also have the same meanings throughout this document, even when they don't appear in bold type:

**We/us/our**

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.

# Cover

## Consumer disputes

### What's covered

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

- buying or renting goods or services for your private use; or
- 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 isn't covered

Claims:

- Where the amount in dispute is below £125 including VAT
- Where the breach of contract occurred before you purchased this insurance
- Involving a vehicle owned by you or which you are legally responsible for
- Arising from a dispute with any government, public or local authority
- Arising from the purchase or sale of your main home
- Relating to a lease tenancy or licence to use property or land
- 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
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you
- Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for your use.

## Personal injury

### What's covered

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

### What isn't covered

Claims:

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

## Employment disputes

### What's covered

**Instructed 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 isn't covered

Claims:

- 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
- 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)
- For **instructed advisers' costs** of any disciplinary investigatory or grievance procedure connected with your **contract of employment** or the **costs** associated with any settlement agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of your employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.



## Property disputes

### What's covered

Costs to pursue a **legal action**:

- 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
- 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 isn't covered

Claims:

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

## Property sale and purchase

### What's covered

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 isn't covered

Claims:

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

## Tax

### What's covered

**Instructed 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:-

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

### What isn't covered

Claims:

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

## School admission disputes

### What's covered

**Instructed 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 isn't covered

Claims

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

## Probate

### What's covered

**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 isn't covered

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's covered

Costs in a **legal action** to defend your legal rights in the following circumstances arising out of your work as an **employee**:-

- Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
- In a prosecution brought against you in a court of criminal jurisdiction
- In a civil action brought against you for compensation under section 13 of the Data Protection Act 1998
- In civil proceedings brought against you under legislation for unlawful discrimination
- **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
- **Instructed 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 isn't covered

Claims:

- 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
- 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
- For parking offences which cannot lead to penalty points on your licence
- Following an allegation of violence or dishonesty
- For **instructed advisers' costs** incurred in excess of any costs you are able to recover under a defendant's costs order.

# General exclusions

## 1. There's no cover where:-

- You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **advisers' costs** of acting for you is more than the amount in dispute
- **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's no cover for:-

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

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

- A dispute between you and someone you live with or have lived with
- Your business trade or profession other than as an **employee**
- An application for a judicial review
- 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

- 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.

- 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
- 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 **instructed advisers' costs**. The **adviser** must represent you in accordance with our standard conditions of appointment available on request
- The **adviser** will:-
  - Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained
  - Keep us fully advised of all developments and provide such information as we may require
  - Keep us advised of **advisers' costs** incurred
  - 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
  - Submit bills for assessment or certification by the appropriate body if requested by us
  - Attempt recovery of costs from third parties
  - In the event of a dispute arising as to **advisers' costs** we may require you to change **adviser**
  - 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
  - You shall supply all information requested by the **adviser** and us
  - 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
  - You must instruct the **adviser** to provide us with all information that we ask for and report to us as we direct at their own cost.

## 2. Prospects of success

At any time we may, but only when supported by independent legal advice, form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome.

If so, we may decline support or any further support. Examples of a positive outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- 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. 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've got the right to cancel your Hastings Premier policy, to which this additional 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 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 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 property 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 policy is cancelled, by you or us, your refund of premium will be calculated as follows:**

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

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

**We can 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 home insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

**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 on 0344 770 1040.

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: 01206 615000
- Email: Email:customerservices@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

## 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.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664.

### **IPA address details are:-**

Inter Partner Assistance,  
The Quadrangle,  
106-118 Station Road,  
Redhill, Surrey RH1 1PR  
Registered No: FC008998.

# 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:

- Require **you** to contribute the difference or
- 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.

# Definitions

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

- Authorised contractor** A tradesperson authorised by **us** to assess **your** claim, and carry out repairs in **your home** under this policy and under **our** delegated authority.
- Covered / insured events** **Emergency** to essential services in **your home** listed in the section below headed "What is covered".
- Emergency / emergencies** A sudden and unforeseen incident in **your home** that immediately:
- Exposes **you** or a third party to a risk to health
  - Creates a risk of loss or damage to **your home** and/or any of **your** belongings - makes **your home uninhabitable**.
- Emergency repairs** Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.
- Home** The house or flat shown on **your** policy certificate, including garages used for domestic purposes only in the **United Kingdom**.
- Insured / you / your** **You**, the policyholder, and /or any member of **your** immediate family normally living at **your home**.
- Period of insurance** One year from the start or renewal date shown on **your** policy certificate. If a mid-term adjustment has been made, the date on **your** new policy certificate.
- Permanent repair** Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.
- Reimbursement basis** Subject to **our** prior agreement and on receipt of the engineer/installer/ supplier/**authorised contractor's** fully itemised invoice **we** will pay **you** a contribution to a repair which **you** will arrange **yourself**. This will be in full and final settlement of **your** claim.



### **Temporary repair**

Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a **permanent repair**.

### **Trace and access**

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**.

### **Uninhabitable**

The **home** is not suitable to be lived in due to its condition which poses a significant risk to **your** health and/or **your** safety.

### **United Kingdom**

United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that **your** claim will be settled on a **reimbursement basis**.

### **We / us / our**

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 **you** to receive the **Home Emergency** services described in this Policy using **authorised contractors**. **We** 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's 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 sanitary ware 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's 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's 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's 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's 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's 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 this
- 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's 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's 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's 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 Premier home policy is not automatically renewed **you** will need to confirm **you** wish to renew **your** Hastings Premier home 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 Premier home 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 Premier home 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 Premier home 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 Premier home 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 Premier home 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

**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

**Your** 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.



## Notes

## Notes

## 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](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

## Did you know we also provide

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