

Your contract

Welcome to **Your Home** Insurance Policy.

The information **You** have supplied forms part of the contract of insurance with the **Insurer** as arranged and administered by **Us**. **Your Policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

There is a choice of law for this insurance but unless **We** agree otherwise English law applies.

In return for having accepted **Your** premium, the **Insurer** will in the event of injury loss or damage happening within the **Period of Insurance**, provide insurance as described in the following pages and referred to in **Your** schedule. If after reading these documents **You** have any questions please contact **Us**.

On behalf of the **Insurer**.



Alexander Dunn
Managing Director
(Authorised Signatory)
BDML Connect Ltd

Important

We recommend that **You** read this **Policy** in conjunction with **Your** schedule to ensure that it meets with **Your** requirements. Should **You** have any queries please contact **Us**.

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What the terms mean

Where **We** explain what a word means that word will have the same meaning wherever it is used in the **Policy** or schedule.

These words are highlighted by the use of bold print and start with a capital letter.

Buildings

The structure of the **Home** including landlord's fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, ornamental ponds, fountains, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and **Outbuildings**.

Endorsement(s)

A change to the terms of the **Policy** as shown under **Endorsements** in the schedule.

Excess

The amount **You** are required to pay as the first part of certain claims made under the **Policy**. In the event of a claim being made under more than one Section of the **Policy** for the same incident, **You** are only responsible for one **Excess**.

Family/Family's

Your domestic partner and each member of **Your Family** permanently residing with **You**.

Home

The private residence shown in the schedule including its garages and **Outbuildings** if they form part of the property.

Insurer/Their/They

The authorised **Insurer** or Lloyd's syndicate shown on the current schedule.

Outbuildings

- sheds
- greenhouses
- summer houses
- other **Buildings**

which do not form part of the structure of the main **Building** of the **Home** and are used or occupied for domestic purposes.

Period of Insurance

The dates shown in the schedule.

What the terms mean continued

Policy

Your Policy booklet and most recent schedule which include any **Endorsement** that applies.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **You** or **Your Family** for more than 30 consecutive days or is occupied by squatters.

We/Us/Our

BDML Connect Ltd
The Connect Centre
Kingston Crescent
Portsmouth PO2 8QL

Registered in England: Company No 2785540
BDML Connect Ltd is a member of the General Insurance Standards Council (GISC)

You/Your

The person or persons named in the schedule as the policyholder.

Your Policy is designed to help **You** understand the extent of cover provided.

You will find on many of the pages these headings:

What is covered

These sections give detailed information on the insurance provided and must be read with 'What is not covered' at all times.

What is not covered

These sections draw **Your** attention to what is not included in the scope of **Your Policy**.

If You have any problems

Complaints procedure

If **You** have cause for complaint, it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so **We** can try to put things right.

When You contact Us

- Please give **Us Your** name and contact telephone number
- Please quote **Your Policy** and/or claim number, and the type of **Policy You** hold
- Please explain clearly and concisely the reason for the complaint

Who to contact

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **You** are talking to the right person, and;
- That **You** are giving them the right information.

Your first point of contact:

Step one – Initiating Your complaint:

Contact **Us** using the Customer Service number on the back page of **Your** policy booklet.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

Step two

If **Your** complaint is one of the few that cannot be resolved by this stage, write to the Quality Manager who will arrange an Investigation.

The Quality Manager,
BDML Connect Ltd,
The Connect Centre,
Kingston Crescent,
Portsmouth,
Hampshire PO2 8QL
email: enquiries@bdml.co.uk.

If You have any problems continued

Step three

If **Your** complaint is against the **Insurer**, **We** will provide **You** with details so that **You** can contact the Chief Executive of the **Insurer** identified in **Your** current schedule

or if the **Insurer** is a Lloyd's of London syndicate **You** should write to:

Complaints Department
Lloyd's
1 Lime Street,
London EC3M 7HA

Step four

If the **Insurer** has given **You Their** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS), an independent body that arbitrates on complaints about general insurance products. The FOS will only consider complaints after the **Insurer** has provided **You** with written confirmation that **Their** internal complaints procedure has been exhausted or after 8 weeks of the complaint.

The FOS can be contacted at:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0845 0801 800 Fax: 020 7964 1001

Please note **You** have 6 months from the date of the **Insurer's** final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us**. If **Your** complaint is against **Us**, **You** can contact the General Insurance Standards Council (GISC):

The General Insurance Standards Council
110 Cannon Street
London EC4N 6EU
Tel : 0845 601 2857

Our promise to You

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from complaints to continuously improve **Our** service.

General conditions

You and **Your Family** must comply with the following conditions to have the full protection of **Your Policy**.

If **You** or **Your Family** do not comply with them **We** or the **Insurer** may at **Our** or **Their** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured.

Full value means:

for the **Buildings**: the estimated cost of rebuilding if the **Buildings** were completely destroyed.

This is not the market value.

for the Contents: (other than clothes, furs and household linen) the current cost as new.

for clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

Changes in Your circumstances

You must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- change of address
- structural alteration to **Your Home**
- if **You** or **Your Family** intend to lend, let or sub-let **Your Home**
- if **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes
- if **Your Home** will be **Unoccupied** for more than 30 consecutive days
- **You** must also notify **Us** as soon as possible if **You** or **Your Family** have received a conviction or a Police caution for, or been charged with but not yet tried, for any offence other than driving offences.

We will then advise **You** of any change in terms.

If **You** are in any doubt please contact **Us**.

General conditions continued

Taking care of Your property

You and **Your Family** must take all reasonable precautions to avoid injury, loss or damage and take all practicable steps to safeguard all the property insured from loss or damage.

You must maintain the insured property in good repair.

Cancelling Your cover

You may cancel the **Policy** at any time by giving written notice.

If there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance**, **We** will calculate the premium for the period **You** have been insured and refund any balance.

If a claim has been submitted during the current **Period of Insurance** no premium refund will be given.

If the premium is paid under a monthly instalment scheme and a claim has been settled during the current **Period of Insurance**, **You** must continue with the instalment payments. Alternatively **We** will deduct outstanding instalments from any claim payment that may be due to **You**.

No refund of premium will be made under a monthly instalment scheme.

We reserve the right to cancel this **Policy** immediately in the event of non- payment of the premium or default by **You** under a monthly instalment scheme. No refund will be made to **You** of any instalment paid.

We may also cancel the **Policy** by sending 7 days notice to **You** at **Your** last known address.

Provided that there has been no claim made during the current **Period of Insurance** (or claim pending), **We** will calculate the premium for the period **You** have been insured and refund any balance.

If a claim has been submitted during the current **Period of Insurance** no refund will be given.

Premiums paid and up to date

The cover provided is dependent on all premiums due in the **Period of Insurance** being paid in full.

General conditions continued

So for:

Annual Premiums – Amounts to have been paid and cleared by **Us**.

Payment by Direct Debit – If the premiums are paid monthly these will be collected on the cover start date of the insurance shown on the schedule and on the same day of each following month.

If one or more instalments have been paid, non-payment of a subsequent instalment will cancel this **Policy** with effect from the due date of the unpaid instalment.

Claims conditions

These conditions do not apply to Family Legal Protection where separate conditions apply.

You and Your Family must comply with the following Claims Conditions to have the full protection of **Your Policy**.

If **You** or **Your Family** do not comply with them, the **Insurer** may at **Their** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

The first thing You must do

If property is lost or theft or malicious damage is suspected, **You** must immediately inform the Police and obtain a crime or lost property reference number.

Failure to do so may invalidate **Your** claim.

We recommend that You check Your Policy cover

Check that the loss or damage is covered. The **Policy** contains details of what is covered and how claims are settled.

You should always immediately:

- contact **Us** by phone on the number shown on the back of your policy booklet.
- take all reasonable steps to recover missing property
- take all reasonable steps to prevent further damage.

Claims process

By telephoning **Us We** will:

- take details of the loss
- notify the loss to the **Insurer**
- where necessary arrange for someone to call or contact **You** by ‘phone as soon as possible to discuss **Your** claim. This person may be one of the **Insurer’s** own claims staff or an independent Chartered Loss Adjuster.

What You must do after making Your claim

- tell **Us** and provide full details in writing immediately if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them, and send to **Us** immediately any writ, summons, letter of claim or other document

Claims conditions continued

- if requested send written details of **Your** claim to **Us** within 30 days
- supply at **Your** own expense all reports, certificates, plans, specification, information and assistance that **We** may require.

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. **We** or the **Insurer** have the right to negotiate, settle or defend any such claim in **Your** name and on **Your** behalf and take possession of the insured property and deal with salvage
- abandon any property to **Us** or the **Insurer**
- dispose of damaged items as **We** or the **Insurer** may need to see them.

To do so may invalidate **Your** claim.

Fraud

You and **Your Family** must not act in a fraudulent manner
If **You** or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect

- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then:

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

Should **You** have any query please contact **Us**.

How the Insurer settles claims

Lost property

Where property has been lost the **Insurer** will replace with the closest possible match.

Damaged property

Where possible, damaged property will be repaired. Where repair is not possible the property will be replaced.

Where repair or replacement is not possible, the **Insurer** will pay in cash the amount of the loss or damage.

Where repair or replacement is possible but under the circumstances the **Insurer** considers it appropriate to make a cash settlement, the sum payable will reflect any discounts the **Insurer** may have received if **They** had replaced the property.

Cash payment

Wherever cash payments are made, the sum payable reflects the lost or damaged property at today's prices.

Replacement

Where replacement of property is arranged, the **Insurer's** settlement cheque will be sent directly to the supplier.

Matching items or areas and carpets

Where loss or damage occurs and an exact repair or replacement is not possible the **Insurer** will endeavour to provide the closest match. If the lost or damaged item or area matched others in the **Home**, the **Insurer** will only pay for the lost or damaged item or area.

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item.

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

Will a deduction be made for wear and tear?

Contents – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other contents provided they have been maintained in good repair and the sum insured represents the full value of the property (see General conditions on page 7 and Claims conditions on page 10).

How the Insurer settles claims continued

The **Buildings** – If repair or reinstatement is carried out there will be no deduction provided that the sum insured represents the full value of the property and it has been maintained in good repair.

Other insurance policies

If any injury loss or damage is covered by any other insurance the **Insurer** will not pay more than **Their** proportion.

General exclusions

These exclusions apply throughout Your Policy

The Insurer will not 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 resulting from its repair or reinstatement.

Confiscation

any loss or damage or liability occasioned 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
Tenants Liability
Liability to the Public
Property Owners Liability

Radioactive contamination

- 1 loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss any legal liability directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

General exclusions continued

War risks

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

Pollution/Contamination

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

- a sudden and unforeseen and identifiable incident
- leakage of oil from a domestic oil installation at **Your Home**.

Date change

1 loss or damage to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system directly or indirectly caused by:

- failure to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all
 - computer viruses.
- 2 legal liability directly or indirectly arising from:
- any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system failing to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all.
 - computer viruses
- Subsequent loss or damage or legal liability for which cover is in force under this Policy is not affected.

Inflation protection

To help protect **You** against the effect of inflation the sum insured for contents/ personal possessions and **Buildings** may be increased at the end of each month based on changes in the following indices:

Contents/Personal possessions

The Consumer Durables section of the Retail Price Index compiled by the Office of National Statistics

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

If an index becomes unavailable, the **Insurer** will use a suitable alternative index.

If an index should fall, the sums insured and monetary limits will be maintained.

There is no charge for this inflation protection at the time of the monthly increase but at the next renewal of **Your Policy** the premium will be based on the increased sums insured.

Although **You** have the benefit of inflation protection, **You** should not rely on this alone to keep the **Buildings** and contents sum insured at the correct level. The value of **Your Buildings** or contents may be growing faster than inflation – perhaps because of a new extension or acquired items.

It is a condition of **Your Policy** to insure for the correct sum – see page 7.

Part A - Contents standard cover

Your schedule will show if this section has been chosen.

What are contents?

All of the following things are included provided that they belong to **You** or **Your Family** or **You** or **Your Family** are legally responsible for them.

Household goods

Tenants fixtures, fittings and interior decorations.

Business equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunication equipment, office furniture, and stock (not held for sale)
It does not include tools or business stock.

Personal effects

Clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles. It does not include Valuables or Money.

Valuables

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

Money

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

What contents are not covered?

- a Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs, models and toys are covered

Part A - Contents standard cover continued

- b parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above
- c plant or any living creature
- d property more specifically covered by any other insurance
- e documents other than as shown in cover 20
- f lottery tickets and raffle tickets
- g any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible as occupier

The following limits apply:

- for any one valuable £2,500
- for any one claim 1/3 of contents for valuables sum insured
- for money £500
- for frozen food £1,000

These are the standard limits if **You** have increased any of them the revised limits which apply to **Your Policy** will be shown in **Your** schedule.

Inflation Protection applies see page 16.

What is the most the Insurer will pay?

the **Insurer** will not pay more in total than the sum insured shown for contents in **Your** schedule for any one claim under causes 1–11 and covers 12, 13, 18, 28 and 29. The **Insurer** will pay in addition amounts due under covers 14–17 and 19–27 up to the limits shown.

Part A - Contents standard cover continued

What is covered

Loss or damage to **Your** or **Your Family's** contents while they are in the **Home** by the following causes:

- 1 Fire, smoke, explosion, lightning, earthquake.
- 2 Storm or flood.
Storm normally means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.
- 3 Theft or attempted theft.
Minimum security precautions **Endorsement** may apply.

What is not covered

The amount of the **Excess** shown in the schedule except for covers 25, 26 and 27.

- 1 Smoke damage arising gradually or out of repeated exposure.
- 2 Loss or damage caused by:
 - a frost
 - b rising ground water levels.
- 3
 - a Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**
 - b loss 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.

The **Insurer** will not pay for the following unless there has been forcible and violent entry to or exit from the **Home**:

Part A - Contents standard cover continued

What is covered

- 3 Theft or attempted theft continued.

- 4 Escape of water from:
 - i a fixed:
 - a water installation
 - b drainage installation
 - c heating installation
 - ii a washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

What is not covered

- c theft of pedal cycles
- d theft of Money
- e loss or damage from the **Home** if any part is let, lent or sub-let or occupied by anyone but **You** or **Your Family**
- f loss or damage from any part of the **Home** which is used for any business, trade, profession or employment purposes.
- g Loss or damage caused by any person lawfully in **Your Home**.
- 4 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.

Part A - Contents standard cover continued

What is covered

- 5 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.
- 6 Malicious persons or vandals.
- 7 Riot, civil commotion, strikes, labour and political disturbances.
- 8 Subsidence or ground heave of the site on which the **Buildings** stand or landslide.

What is not covered

- 5 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
- Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.
- 6 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
- 8 Loss or damage:
- resulting from coastal or riverbank erosion
 - caused by compaction of infill
 - caused by settlement, shrinkage or expansion of the **Building**
 - arising from defective design, defective materials or faulty workmanship
 - occurring whilst the **Home** is undergoing demolition, structural alteration or structural repair

Part A - Contents standard cover continued

What is covered

- 9 Collision by:
- aircraft
 - aerial devices
 - road or rail vehicles
 - animals
- } or anything dropped from them
- 10 Falling trees or branches.
- 11 Breakage or collapse of:
- satellite dishes
 - TV or radio aerials, aerial fittings or masts
 - lamp posts
 - telegraph poles
 - electricity pylons poles or overhead cables.

What is not covered

- 9 Loss or damage caused by
- domestic pets
 - insects
- 10 a The cost of removal of the fallen tree or branch
- loss or damage caused during tree felling, lopping or topping.
- 11 Loss or damage of the items themselves.

Part A - Contents standard cover continued

What is covered

- 12 Home entertainment equipment accidental damage to:
- i television sets and their aerials
 - ii radios
 - iii record players, compact disc players and tape recorders
 - iv video recorders (VCR's)
 - v DVD players
 - vi home computers
 - vii cable/satellite/digital television receivers.

What is not covered

- 12 a Mechanical or electrical breakdown or failure
- b loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it
 - c damage caused by or in the process of cleaning, maintenance, repair, dismantling, altering or dyeing
 - d loss or damage by chewing, scratching, tearing or fouling by domestic pets
 - e damage caused by wear and tear
 - f damage caused by rot, fungus, insects or vermin
 - g damage caused by the action of light or any atmospheric or climatic condition
 - h damage caused by any gradually operating cause
 - i accidental damage or contamination to computers or computer equipment by:
 - i erasure or distortion of data
 - ii accidental erasure or mislaying or misfiling of documents or records
 - iii viruses

Part A - Contents standard cover continued

What is covered

- 12 Home entertainment equipment accidental damage continued
- 13 Mirrors and glass accidental breakage of:
- i mirrors
 - ii fixed glass in and glass tops of furniture
 - iii ceramic hobs and ceramic tops of movable cookers
 - iv glass oven doors.
- 14 Replacement of locks if keys are lost or stolen
- The **Insurer** will pay for the cost of replacing keys and locks or lock mechanism to:
- i external doors and windows of the **Home**
 - ii a safe within or an alarm protecting the **Home** following the loss of their keys.
- The **Insurer** will not pay more than £500 for any one claim.

What is not covered

- j damage to records, discs, cassettes and tapes
 - k damage to equipment not in or on the **Home**
 - l damage to equipment designed to be portable whilst being transported carried or moved (e.g. laptops, computers, portable compact disc players and portable televisions).
- 13 a Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**
- b loss or damage to **Your** or **Your Family's** contents while they are not in the **Home**.
- 14 The cost of replacing keys and locks to a garage or **Outbuilding**.
- This cover can be found under both the **Buildings** and contents sections. Where both sections are in force the **Insurer** will only pay under one section.

Part A - Contents standard cover continued

What is covered

- 15 Liability for Credit Card
You or **Your Family**'s liability under the terms of any credit card cheque card or cash dispenser card agreement as a direct result of its theft from the **Home** and following its unauthorised use by any person not related to or residing with **You**.

The **Insurer** will not pay more than £1,000 for any one claim.

- 16 Accidental loss of oil and metered water
The **Insurer** will pay for accidental loss of domestic heating oil and metered water.

The **Insurer** will not pay more than £1,000 for any one claim.

- 17 Contents removed to the garden

Loss or damage by causes 1–11 to contents while in the open within the boundaries of the land belonging to the **Home**.

The **Insurer** will not pay more than £1,000 for any one claim.

What is not covered

- 15 a any loss unless **You** or **Your Family** have complied with the terms and conditions of the issuing authority
b any loss or claim due to accounting errors or omissions

- 16 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**

- 17 Loss or damage to:
a Valuables or money
b plants and trees

- 18 Loss or damage

Part A - Contents standard cover continued

What is covered

- 18 Temporary removal
Loss or damage by causes 1–11 to contents temporarily removed from the **Home** to:
i any bank or safe deposit
ii any occupied private residence
iii any **Building** where **You** or **Your Family** are working or temporarily residing while anywhere in Europe.

The **Insurer** will provide insurance protection for contents in the **Home** during normal periods of unoccupancy, for example when **You** are on holiday. However, if **You** are going away for 30 consecutive days or more or if the **Home** is to be vacated please tell **Us** as this will affect the terms of **Your Policy**.

The **Insurer** will not pay more than 20% of the sum insured for contents for any one claim.

What is not covered

- a by theft unless it involves forcible and violent entry to or exit from a **Building**
b from a caravan, mobile home or motor home
c outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.

Part A - Contents standard cover continued

What is covered

19 Alternative accommodation

While the **Home** cannot be lived in because of loss or damage covered by this **Policy**, the **Insurer** will pay for:

- i rent payable for which **You** are legally liable or
- ii the reasonable cost of comparable alternative accommodation for **You** and **Your Family** and **Your** domestic pets.

The **Insurer** will not pay more than 20% of the sum insured for contents for any one claim.

What is not covered

Part A - Contents standard cover continued

What is covered

20 Documents

Loss or damage by causes 1–11 to documents (other than money) whilst:

- i within the main **Building** of the **Home** or
- ii deposited for safe custody in any bank safe deposit, bank or solicitor's strongroom anywhere in the world.

The **Insurer** will not pay more than £250 for any one claim.

21 Visitors personal effects

Loss or damage by causes 1–11 to visitors personal effects while they are in the **Home**.

The **Insurer** will not pay more than £1,000 for each visitor for any one claim.

What is not covered

- 20 a Property more specifically covered by any other insurance
- b property used for business, trade, profession or employment purposes.

Part A - Contents standard cover continued

What is covered

22 Automatic 10% increase in sum insured for

Gifts and provisions

The contents sum insured is automatically increased by 10% for gifts and provisions:

- i during the period of 1st December to 15th January
- ii during the period 30 days before and 30 days after **Your** wedding day or that of a member of **Your Family**.

23 Frozen food

Loss or damage to food in the cold compartment of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:

- 1 a change in temperature
- 2 contamination by refrigerant or refrigerant fumes.

What is not covered

23 Loss or damage resulting from:

- a the deliberate act of **You** or **Your Family** or any electricity supplier
- b strike, lock-out or industrial dispute
- c property more specifically covered by any other insurance.
- d property mainly used for business trade profession or employment purposes.

Part A - Contents standard cover continued

What is covered

23 Frozen food continued

The refrigerator or deep freeze cabinet must be:

- i in the **Home**
- ii owned by or the responsibility of **You** or **Your Family**

The **Insurer** will not pay more than £1,000 for any one claim.

24 Business equipment

The **Insurer** will pay up to £5,000 in total for loss or damage to Business equipment within **Your Home**.

The most the **Insurer** will pay for any one item is £2,000.

What is not covered

24 Loss or damage specifically excluded under Part A Contents standard cover.

Part A - Contents standard cover continued

What is covered

25 Liability to domestic staff

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) for bodily injury or illness (including death or disease) of any domestic staff under a contract of service at the insured address with **You** solely for private domestic duties within the United Kingdom, the Isle of Man and the Channel Islands.

The **Insurer** will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by **Us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

26 Tenant's liability

Any amount up to 20% of contents sum insured that **You** or **Your Family** become legally liable to pay as tenant of the Home in respect of:

What is not covered

25 Legal liability to pay compensation from bodily injury (including death or disease) sustained by any domestic staff when domestic staff are:

- i carried in or upon a vehicle or
- ii entering or getting on to or alighting from a vehicle

where such bodily injury is caused by or arises out of the use by **You** or **Your Family** of a vehicle.

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

26 Loss or damage to gates, hedges and fences.

Loss or damage if the **Home** has been left **Unoccupied**.

Part A - Contents standard cover continued

What is covered

26 Tenant's liability continued

- i damage to the **Buildings** by any cause specified under Buildings standard cover of this **Policy**
- ii accidental damage to any cable, pipe (including any drain inspection cover) or underground sewage tank providing a service to the **Home**

Accidental breakage of:

- iii fixed glass in:
 - windows
 - doors
 - fanlights
 - skylights
 - greenhouses
 - conservatories
 - verandahs
- iv fixed ceramic hobs or hob covers
- v fixed sanitary ware and bathroom fittings.

The **Insurer** will not pay more than 20% of the sum insured for contents for any claim or series of claims arising from any one event or one source or original cause.

What is not covered

Part A - Contents standard cover continued

What is covered

27 Liability to the public

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring in respect of accidental:

- i death bodily injury or illness of any person not an employee of either **You** or **Your Family**
- ii damage to property not belonging to or in the custody or control of **You** or **Your Family**

and arising from:

- 1 the occupation of the **Home** (but not its ownership) or
- 2 the private pursuits of **You** or **Your Family** or
- 3 the employment by **You** or **Your Family** of **Your** domestic staff.

What is not covered

27 Legal liability to pay compensation or costs arising from:

- a any business, trade, profession or employment
- b the transmission of any communicable disease or virus
- c any mechanically propelled vehicle (other than motorised gardening equipment and wheelchairs)
- d aircraft or watercraft (except models toys or any hand or foot propelled watercraft under 5 metres in length, sailboards or surfboards) owned by or in the custody or control of **You** or **Your Family**
- e the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable)
- f any action for damages brought in a court outside the United Kingdom, the Isle of Man and the Channel Islands

Part A - Contents standard cover continued

What is covered

27 Liability to the public continued

The **Insurer** will not pay more than £2,000,000 (including costs) for any claim or series of claims arising from any one event or one source or original cause.

What is not covered

- g death or bodily injury (including disease and illness) to the insured
- h a contractual obligation
- i the use of firearms other than sporting guns used for sporting purposes
- j the use of horses for racing, steeplechasing or hunting
- k the ownership, use or possession of any caravan or trailer whilst being towed.

Part B - Contents additional cover

Your schedule will show if this extension has been chosen

What is covered

- 28 Accidental loss or damage to contents whilst in the **Home**.

What is not covered

- 28 Accidental loss or damage:
- a specifically excluded under Part A – Contents standard cover
 - b more specifically covered elsewhere in this **Policy**
 - c by any gradually operating cause
 - d by wear and tear
 - e by chewing, scratching, tearing or fouling by domestic pets
 - f by rot, fungus, insects or vermin
 - g caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - h by the action of light or any atmospheric or climatic condition
 - i by mechanical or electronic breakdown or failure
 - j arising from depreciation in value or consequential loss
 - k arising from the cost of remaking any film disc or tape or the value of any information contained on it.

Part B - Contents additional cover continued

What is covered

- 28 Accidental loss or damage to contents whilst in the **Home** continued

- 29 House removal

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

What is not covered

- l to computers or computer equipment:
- i by erasure or distortion of data
 - ii by accidental erasure or mislaying or misfiling of documents or records
 - iii by viruses
 - iv by contamination
- m to food, drink and plants
- n to contact lenses
- o while the **Home** is **Unoccupied** or **Unfurnished**.
- 29 Accidental loss or damage:
- a to money
 - b to china, glass, porcelain or any other item of earthenware
 - c to jewellery
 - d during sea transit
 - e whilst the contents are in storage
 - f by mechanical or electronic breakdown or failure.

Part C Personal possessions

Inflation protection applies see page 16.

What are personal possessions?

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

Personal effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs and sports equipment. It does not include valuables or money.

Valuables

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

Money

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

What is the most the Insurer will pay?

The **Insurer** will not pay more in total than the sum insured shown for personal possessions in **Your** schedule for any one claim under this section.

NB: The sum insured under this section is included within the sum insured for contents standard cover and is not in addition to it.

The following limits apply:

- for money £500
- for credit cards £1,000
- for any one pedal cycle £500
- for any one Valuable £2,500

These are the standard limits. If **You** have increased any of them the revised limits which apply to **Your Policy** will be shown by **Endorsement** in **Your** schedule.

Part C - Personal possessions continued

What is covered

- 1 Loss or damage to valuables, money and personal effects belonging to **You** or **Your Family** whilst:
 - i anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean or
 - ii anywhere in the world for up to 60 days during any **Period of Insurance**.

What is not covered

- 1 The amount of the **Excess** shown in the schedule.

The **Insurer** will not pay for loss or damage:
 - a arising from the cost of remaking any film, disc or tape or the value of any information contained on it
 - b caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - c caused by chewing, scratching, tearing or fouling by domestic pets
 - d caused by rot, fungus, insects or vermin
 - e caused by any gradually operating cause or wear and tear
 - f Theft from unattended road vehicles unless contained in locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle with a maximum limit of £1,000 any one loss.
 - g to items not in the care custody or control of **You** or **Your Family** or an authorised person
 - h caused by theft or attempted theft from an unlocked hotel room

Part C - Personal possessions continued

What is covered

- 1 Loss or damage to valuables, money and personal effects belonging to **You** or **Your Family** continued:

What is not covered

- i by depreciation in value or consequential loss
- j by mechanical or electronic breakdown or failure
- k to watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers, pedal cycles valued over £500 and mechanically propelled vehicles (which includes motorcycles and children's motorcycles and motor cars, quad bikes and children's quad bikes) but lawnmowers garden implements and wheelchairs, models and toys are covered
- l to parts, accessories, tools and fitted radios, cassette players and compact disc players for the things excluded in (k) above
- m to any property used for business trade or profession or employment purpose
- n by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle
- o to any property mainly used for business, trade, profession or employment purposes
- p to plants or any living creature
- q to documents
- r to contact lenses

Part C - Personal possessions continued

What is covered

- 1 Loss or damage to valuables, money and personal effects belonging to **You** or **Your Family** continued:

- 2 **Your** or **Your Family's** liability under the terms of any credit card or cash dispenser card agreement as a result of its unauthorised use by any person not related to or residing with **You** or **Your Family**.

What is not covered

- s 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
 - t specifically provided for elsewhere in this **Policy**
 - u to computers or computer equipment
 - i by erasure or distortion of data
 - ii by accidental erasure or mislaying or misfiling of documents or records
 - iii by viruses
 - iv by contamination
 - v to personal possessions left in **Your Home** after the **Home** is left **Unoccupied** or **Unfurnished**
 - w to property more specifically insured by any other insurance
 - x to lottery tickets and raffle tickets.
-
- 2 Any loss or claim:
 - a unless **You** and **Your Family** have complied with the terms and conditions of the issuing authority
 - b due to accounting errors or omissions.

Part D Buildings standard cover

Your schedule will show if this extension has been chosen

What is the most the **Insurer** will pay?

The **Insurer** will not pay more in total than the sum insured shown for **Buildings** in **Your Policy** schedule for any one claim under causes 1–11 and covers 13, 14, 17, 19 and 21. The **Insurer** will pay in addition amounts due under covers 12, 15, 16, 18 and 20 up to the limits shown.

Inflation protection applies see page 16.

What is covered

Loss or damage to the **Buildings** by the following causes:

- 1 Storm or flood
Storm normally means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.

What is not covered

The amount of the **Excess** shown in the schedule (increased for cause 4). Not applicable to cover 20.

- 1 Loss or damage
 - a by subsidence, ground heave or landslip
 - b to gates, hedges, fences, drives or paths
 - c to radio or television aerials
This may be covered under Part A – Contents standard cover if You have chosen this cover
 - d by frost
 - e caused by rising ground water levels

Part D Buildings standard cover continued

What is covered

- 2 Escape of water from
 - i a fixed:
 - water installation
 - drainage installation
 - heating installation
 - ii a washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

The **Insurer** will also pay the necessary reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search for the leak but the **Insurer** will not pay more than £5,000 for any one claim.

What is not covered

- 2 Loss or damage:
 - a while the **Home** is **Unoccupied** or **Unfurnished**
 - b by subsidence ground heave or landslip
 - c by rot of any kind

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

Part D Buildings standard cover continued

What is covered

- 3 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

The **Insurer** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search for the leak but the **Insurer** will not pay more than £5,000 for any one claim.

- 4 Subsidence or ground heave of the site on which the **Buildings** stand or landslip.

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

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

What is not covered

- 3 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

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

- 4 The first £1,000 of any damage caused by subsidence, ground heave or landslip.

Loss or damage:

- a caused by normal settlement, shrinkage or expansion
- b resulting from coastal or river bank erosion
- c arising from construction, structural alteration or repair or demolition
- d arising from the use of defective materials, defective design or faulty workmanship

Part D Buildings standard cover continued

What is covered

- 4 Subsidence or ground heave of the site on which the **Buildings** stand or landslip continued

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

- 5 Theft or attempted theft.

- 6 Collision by:

- i aircraft
- ii aerial devices
- iii road or rail vehicles
- iv animals



or anything
dropped from
them

What is not covered

- e to boundary and garden walls, terraces, gates, hedges and fences, paths and drives patios, tennis hard courts, swimming pools unless the **Home** has been damaged at the same time by the same cause
- f to or resulting from movement of solid floor slabs and non-load bearing walls unless the foundations beneath the load bearing walls of the **Home** are damaged at the same time by the same cause.
- g to the **Buildings** caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **Buildings**

- 5 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

- 6 Loss or damage caused by:

- a domestic pets
- b insects.

Part D Buildings standard cover continued

What is covered

- 7 Falling trees or branches.

- 8 Breakage or collapse of:
 - i satellite dishes
 - ii TV or radio aerials, aerial fittings or masts
 - iii lamp posts
 - iv telegraph poles
 - v electricity pylons, poles or overhead cables.

- 9 Fire, smoke, explosion, lightning, earthquake.

- 10 Malicious persons or vandals.

What is not covered

- 7
 - a The cost of removal if the fallen tree or branch has not caused damage to the **Buildings**
 - b loss or damage caused during tree felling, lopping or topping.

- 8 Loss or damage to the items themselves. Certain items may be covered under the Part A – Contents standard cover.

- 9 Smoke damage arising gradually out of repeated exposure.

- 10 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
An **Unoccupied Home** represents a greater hazard. You should advise **Us** of any period of Unoccupancy greater than 30 days as this will affect the terms of this **Policy**.

Part D Buildings standard cover continued

What is covered

- 11 Riot, civil commotion, strikes, labour and political disturbances.

- 12 Debris removal and building fees
Necessary expenses for rebuilding or repairing the **Buildings** as a result of damage covered by Buildings standard cover for:
 - i architect's, surveyor's, consulting engineers and legal fees
 - ii the cost of clearing debris from the site or demolishing or shoring up the **Buildings**.
 - iii the cost to comply with government or local authority requirements.

The **Insurer** will not pay more than 12.5 % of the sum insured for **Buildings** for any one claim.

Part D Buildings standard cover continued

What is covered

13 Service pipes and cables

Accidental damage to:

- i cables
- ii drain inspection covers
- iii underground drains, pipes or tanks providing services to or from the **Home** and for which **You** are legally responsible.

The **Insurer** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search but the **Insurer** will not pay more than £5,000 for any one claim.

What is not covered

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

Part D Buildings standard cover continued

What is covered

14 Glass and sanitary ware

Accidental breakage of:

- i fixed glass in:
 - windows
 - doors
 - fanlights
 - skylights
 - greenhouses
 - conservatories
 - verandahs
- ii fixed ceramic hobs or hob covers
- iii fixed sanitary ware and bathroom fittings.

15 Replacement of locks

The **Insurer** will pay for the cost of replacing keys and locks or lock mechanism to:

- i external doors and windows of the **Home**
- ii a safe within or an alarm protecting the **Home** following the loss of their keys.

The **Insurer** will not pay more than £500 for any one claim.

What is not covered

- 14 a Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**
- b damage to property that does not form part of the **Home**.

Remember it is a condition of **Your Policy** that the property must be kept in good repair at all times.

- 15 The cost of replacing keys and locks to a garage or **Outbuilding**.

This cover can be found under both the **Buildings** and contents sections. Where both sections are in force the **Insurer** will only pay under one section.

Part D Buildings standard cover continued

What is covered

16 Alternative accommodation

While the **Home** cannot be lived in because of loss or damage covered under this **Policy**.

the **Insurer** will pay for:

- i the reasonable increased cost of alternative comparable accommodation for **You**, **Your Family** and **Your** domestic pets; or
- ii the amount of rent **You** and **Your Family** lose.

The **Insurer** will not pay more than 20% of the sum insured for **Buildings** for any one claim.

17 Emergency entry

Loss or damage to the **Buildings** caused if the fire, police or ambulance service has to force an entry to the **Buildings** because of an emergency involving **You** or **Your Family**.

What is not covered

This cover can be found under both the **Buildings** and contents sections. Where both sections are in force the **Insurer** will only pay under one section.

Part D Buildings standard cover continued

What is covered

18 Occupation by squatters

The **Insurer** will pay

- a legal fees necessarily incurred with **Our** written consent in repossessing **Your Home**
- b the cost of reasonable comparable alternative accommodation for **You**, **Your Family** and domestic pets while **Your Home** is occupied by squatters

The **Insurer** will not pay more than £10,000 for any one claim

19 Contracting purchaser

If **You** have contracted to sell the **Home** the purchaser shall have the full protection of **Your Policy** in respect of the **Building** up to the date of completion of the purchase as long as the **Home** is not covered by any other insurance.

What is not covered

Part D Buildings standard cover continued

What is covered

20 Property owner's liability

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **Your** ownership (but not occupation) of the premises which causes accidental bodily injury (including death or disease) to any person or damage to property.

The **Insurer** will not pay more than £2,000,000 (including costs and expenses agreed by the **Insurer** in writing) for any claim or series of claims arising from any one event or one source or original cause.

What is not covered

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

- a an agreement which imposes a liability on **You** which **You** would not be under in the absence of such agreement
- b the use or occupation of the **Home** for any business, trade, profession or employment
- c death or bodily injury, illness or disease to any person who is a member of **Your Family** residing with **You** or any person under a contract of service
- d damage to property belonging to or under the control of **You** or a member of **Your Family** permanently residing with **You**
- e death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment

Part D Buildings standard cover continued

What is covered

20 Property owner's liability continued

What is not covered

- f liability arising from the ownership of any land or **Buildings** but if Part D – Buildings standard cover is operative **We** will cover liability arising from
 - i the **Home**
 - ii defective work carried out by **You** or on **Your** behalf to any private residence within the United Kingdom the Isle of Man or the Channel Islands disposed of by **You** or **Your Family** before the occurrence of bodily injury or damage in connection with such private residence.
- g arising more than 7 years after this **Policy** has expired or been cancelled
- h for the cost of rectifying any fault or alleged fault.

If **You** are entitled to indemnity under another insurance policy

Part E - Accidental damage to the Buildings

Your schedule will show if this extension has been chosen

What is covered

Accidental damage to the **Buildings**.

What is not covered

Accidental damage:

- a specifically excluded under Part D – Buildings standard cover
- b more specifically covered elsewhere in this **Policy**
- c by frost
- d by wear and tear or gradually developing deterioration, settlement or shrinkage of the **Buildings**
- e by vermin, insects, fungus, wet or dry rot
- f by chewing, scratching, tearing or fouling by domestic pets
- g by mechanical or electronic breakdown or failure
- h arising from the alteration or extension of the **Buildings** or the cost of maintenance or routine decoration
- i arising from faulty workmanship, defective design or use of defective materials
- j whilst the **Home** is **Unoccupied** or **Unfurnished**
- k occurring whilst the **Buildings** or any part of them are let or lent.

Part F - Family Legal Protection

Family Legal Protection

Your **Policy** schedule will indicate if **You** have taken out cover under this Section of the **Policy** which is arranged by RAC Legal Services and underwritten by RAC Insurance Limited.

Definitions for this section only:

Event/Cause

means the incident or the start of a series of incidents which leads to a claim being made.

Professional Costs

means the fees, expenses, costs and disbursements incurred by or on behalf of **You** and authorised by **Us** in pursuing a claim under this Section; and the costs of a third party for which **You** are either held liable by court order or are agreed by **Us**.

Legal Proceedings

means pursuit or defence of a claim for damages, specific performance or injunction, either by negotiation or by civil, tribunal or arbitration in respect of any matter covered under this Section of the **Policy**. The pursuit or defence must be approved in advance by the **RAC**.

Authorised Representative

means the Solicitors or other qualified experts appointed by **Us** to act for **You** in accordance with General Condition 2.

RAC/Us

means RAC Insurance Limited of 1 Forest Road, Feltham, TW13 7RR (registered in England: 02355834) acting through RAC Legal Services.

Territory

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

Offer to Settle

means an offer to settle made under Part 36 of the Civil Procedure Rules

Extent of Cover

The maximum amount **RAC** will pay for any claim from a single **Event** or **Cause** is £50,000. There is no limit on the number of claims in any **Period of Insurance**.

Part F - Family Legal Protection continued

What is covered:

- 1 **RAC** will indemnify **You** against the **Professional Costs of Legal Proceedings** incurred in connection with the pursuit of a claim directly arising from one of the following **Events** or **Causes** which occurs within the **Territory** and within the **Period of Insurance**:
 - a an agreement entered into (or allegedly entered into) for the sale, purchase or hire of any goods or services for **Your** private use including the purchase of the **Insured's** permanent place of residence. The amount in dispute must exceed £125. The agreement (or alleged agreement) must have been made or renewed within the **Period of Insurance**. The dispute must not be connected to the **Insured's** trade, business or profession;
 - b any physical damage to **Your** permanent place of residence;
 - c an accident causing **Your** death or bodily injury except where the **Event** or **Cause** occurs either as a result of alleged medical negligence or as a result of a road traffic accident involving a motor vehicle owned by **You** or for which **You** are legally responsible;

d an employment dispute which may or does give rise to **You** making an application to an Employment Tribunal for Unfair Dismissal as defined in Part 10 of the Employment Rights Act 1996 or by the Employment Rights (Northern Ireland) Order 1996 or to any amendments of either of the same. The dispute must arise more than 120 days from the date that the **Policy** of insurance started.

2 **RAC** will indemnify **You** against the **Professional Costs of Legal Proceedings** incurred in connection with the defence of a claim directly arising from an agreement entered into (or allegedly entered into) for the sale, purchase or hire of any goods or services. The amount in dispute must exceed £125. The agreement (or alleged agreement) must have been made or renewed within the **Period of Insurance**. The dispute must not be connected to **Your** trade, business or profession.

Part F - Family Legal Protection continued

What is not covered:

- 3 **RAC** will indemnify **You** against the **Professional Costs** arising directly from an in-depth Inland Revenue investigation of **Your** personal tax affairs commencing within the **Period of Insurance** unless **You** should have realised that a claim might occur before the **Period of Insurance** commenced. The investigation or enquiry must not be dealt with by or transferred to the Special Compliance Office.
- 4 **RAC** will make a financial payment to **You** if **You** are required to attend Jury Service. The amount of the payment will be calculated as follows:
For each working day (meaning a day **You** would normally attend work) when **You** are unable to attend work as a result of the Jury Service **RAC** will make a payment equal to:
1/250th of Your annual salary on the first day of Jury Service if **You** are employed full time;
or a proportionate payment based on the number of days normally worked by You if You are employed part time.

A deduction from the payment will be made representing the amount **You** are entitled to claim from the Court, tribunal or employer whether or not such amount is recovered.
No payment will be made for the first 10 days of Jury Service.

- 1 Appeals unless **You** have notified **RAC** in writing of **Your** wish to appeal at least ten working days before the deadline for giving notice of any such appeal expires and the approval of **RAC** has been obtained.
- 2 Claims and defences which, in the opinion of **RAC**, do not have a reasonable chance of success or, in the opinion of **RAC**, there is not a reasonable chance of successfully recovering a large part of the damages awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
- 3 Professional Costs:
 - a incurred before **RAC** have confirmed acceptance of the claim in writing;
 - b exceeding any amount approved by **RAC**;
 - c incurred following a payment into court or Offer to Settle by a third party unless **RAC** have authorised **You** in writing to continue with the claim after the payment into court or Offer to Settle or You are ultimately awarded or settle for more than the amount of the payment in or Offer to Settle;
 - d incurred if **You** withdraw instructions from the **Authorised Representative** or from the **Legal Proceedings** unless such withdrawal is approved by **RAC**;

Part F - Family Legal Protection continued

What is not covered continued

- e incurred in the pursuit of a claim or defence where **You** act fraudulently or mislead **RAC** or the **Authorised Representative**;
 - f incurred for any expert witness unless previously approved by **RAC**;
 - g incurred where **You** are responsible for unreasonable delay which is prejudicial to the claim or where **You** fail to give proper instructions in due time to **RAC** or the **Authorised Representative**;
 - h incurred where **You** pursue a claim without the consent of **RAC** or in a different manner from that advised by the **Authorised Representative**.
- 4 Claims against **RAC**, any company within the same group of companies as **RAC**, the **Insurer** or claims by **You** against any other person covered under this Policy.
- 5 Claims relating to matters for which **You** are or would, but for the existence of this **Policy**, be entitled to indemnity under any other policy.

- 6 Claims directly, or indirectly caused by, contributed to or arising from:
- a any sickness, disease or naturally occurring condition or degenerative process of the **Insured**;
 - b any dishonesty or violence by **You** or any deliberate or criminal act or omission by **You**;
 - c any reckless conduct by **You**;
 - d subsidence, mining, quarrying;
 - e patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements;
 - f libel or slander;
 - g divorce, matrimonial matters, cohabitation, custody, access, maintenance or affiliation;
 - h any works by or under the order of any government or public or local authority;
 - i a dispute between a landlord and tenant;
 - j a dispute with a rating authority on rateable values.
- 7 **Your** travelling expenses, subsistence allowances or compensation for absence from work.
- 8 Applications for Judicial Review.

Part F - Family Legal Protection - General conditions

- 1 To make a claim **You** must:
- a notify **Us** of the claim in writing as soon as reasonably possible and in any event within 180 days of the **Event** or **Cause** leading to the claim;
 - b commence any **Legal Proceedings** within the appropriate limitation period;
 - c in the case of a claim for cover for Jury Service, notify **Us** immediately on receipt of the Notice requiring Jury Service Attendance, complete and return any claim form within 14 days of completion of the Jury Service and provide **Us** with such information and documentation as **We** may reasonably require.
- 2 On receipt of a claim under this section of the **Policy** **RAC** will evaluate the claim, advise on the steps **You** should take to pursue the claim and, where appropriate, appoint an **Authorised Representative** from **RAC** or its approved panel of solicitors to pursue the claim by negotiation.
- In the event that the claim is not settled by negotiation and proceedings are necessarily issued, **You** do not have to continue to instruct the **Authorised Representative** nominated by **RAC** and may propose another **Authorised Representative**.

- 3 If **RAC** and **You** are unable to agree on a suitable **Authorised Representative**, **RAC** will ask the Law Society to name a further **Authorised Representative**. **RAC** and **You** must accept the Law Society's nomination. In the meantime, **RAC** may appoint an **Authorised Representative** to act on behalf of **You** to safeguard **Your** interests.
- 4 During the course of the claim **You** must:
- a co-operate at all times in the completion of any necessary documentation or provision of information and instructions requested either by **Us** or by the **Authorised Representative**;
 - b not do anything which may prejudice **Your** case or **RAC's** position in respect of the claim;
 - c take all available steps to recover the **Professional Costs** in the **Legal Proceedings**;
 - d notify **Us** of any settlement offer made before accepting it.
- During the course of the claim **RAC** will have the right of direct access to the **Authorised Representative**.
- 5 **RAC** have the right to cancel this part of the **Policy** at any time by sending **You** 7 days written notice of such cancellation. Any such cancellation shall not prejudice any claim under this Section of the Policy occurring before the date of cancellation.

Part F - Family Legal Protection - Complaints procedure

- 1 **RAC** shall not provide cover under this part of the **Policy** if **You** make a false declaration when applying for cover.
- 2 **You** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this part of the **Policy**.
- 3 You shall forward any accounts for **Professional Costs** as soon as **They** are received and, if required to do so by **Us**, shall have such **Professional Costs** taxed, assessed or audited by the appropriate court or authority.
- 4 **RAC** may take over and conduct the claim and may, subject to **Your** interest, settle the claim in **Your** name.
- 5 Every written notice or communication by **RAC** shall be sent to **You** at the last address known to the **RAC**.
- 6 Any enquiry or complaint about the terms of this part of the **Policy** may be made to:

RAC Legal Services
RAC House
Great Park Road
Bristol
BS32 4QN.

If **You** are not satisfied with the way in which such an enquiry or complaint is dealt with, the matter should be referred in writing to the Director of Legal Services at **RAC**. An acknowledgement that **Your** complaint has been received will be sent to **You** within 5 working days following which **Your** complaint will be investigated further.

Part F - Family Legal Protection - Complaints procedure continued

If **Your** complaint has not been resolved to **Your** satisfaction within 8 weeks **You** have the right to refer the matter to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. Referral does not affect **Your** right to take legal action against RAC Insurance Limited.

- 7 This part of the **Policy** shall be governed by and construed in all respects in accordance with the laws of England and Wales.

TO MAKE A CLAIM UNDER THIS SECTION

Please telephone the Legal Helpline on (01454) 209516.

All letters must be addressed to:

RAC Legal Services
RAC House
Great Park Road
Bradley Stoke
Bristol BS32 4QN