

YOUR POLICY BOOKLET



GETSAFE HOME INSURANCE

Getsafe UK Limited, 24 Old Queen Street, London, SW1H 9HP, **United Kingdom**. Tel: 0203 608 4144

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Getsafe is a trading name of **Getsafe** UK Limited which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. **Getsafe** UK Limited is registered in England and Wales - Company number: 12334612. **Registered office:** 24 Old Queen Street, London, SW1H 9HP, **United Kingdom**.

www.hellogetsafe.com

GETSAFE



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WELCOME TO GETSAFE

Dear Customer,

A warm welcome from Getsafe and thank you for choosing to buy your insurance from us.

Together, **we** want to make a real difference. **We** believe that insurance should be simple, fair and social and are happy that **you** decided to become a part of this vision.

This **policy** booklet includes **your policy** wording, **policy schedule** and statement of fact, which all form part of **your** agreement with **us**.

This **policy** wording includes all **you** need to know about what is and what isn't covered by **your** insurance **policy**, what **you** need to do to manage and make changes to **your policy**, and how to make a claim should **you** need to. Hopefully **you**'ll never have to, but if **you** do **we** promise to deal with **your** claim as quickly as possible. That leaves **you** one less thing to worry about.

Your statement of fact sets out the information **you** provided when **you** applied for the **policy** and **your policy** schedule makes up **your** agreement with **us** and is based on this information, so it's important that they're both correct. **Your policy schedule** will also include any **excesses** that may apply, and let **you** know the sections that are applicable to **your property**.

If any of the provided information is incorrect or if there are changes to **your** personal circumstances at any time, please do let **us** know immediately, because this may affect **your** cover.

Thanks again for choosing **Getsafe** for **your** insurance.

Your Getsafe Insurance Team

SECTION 1 – INTRODUCTION AND IMPORTANT INFORMATION

*This is the **policy** wording for your Getsafe Home Insurance which, along with your **schedule** (including any **endorsement** shown), forms your insurance contract. Please read all these documents carefully. If anything is not correct, please notify us immediately.*

We agree to provide cover in line with the terms and conditions set out in this **policy** and the sections shown in your **schedule** for loss, **damage**, injury or liability that arise during the period of insurance.

You agree to pay the **premium** for the **period of insurance** and to keep to all the terms and conditions of the **policy**. If **you** do not do this, the contract may not be valid, and **you** may not be able to make a claim.

You have the right to cancel any cover **you** have bought at any time during the period of insurance. Please see in Section 3 General Conditions 4. for more details.

Who we are

This insurance is arranged by **Getsafe** UK Limited and insured by Wakam Insurance Company. **you** are now part of a special group of people: together **we** will make history, by making insurance more transparent and flexible. Thank **you** for trusting in **us**.

Your insurer's promise to you

In return for the **premium you** have paid, **your insurer** agrees to insure **you** in accordance with the terms and conditions of **your policy**.

Information you have given us

The contract is based on the statements and information **you** gave **us**, or that was given on **your** behalf, when **you** applied for this **policy**. **We** use that information to assess the cover **we** will provide **you** with and to set the **premium** and **policy** conditions.

You must take care when answering any questions **we** ask, and make sure that all the information **you** provide is accurate and complete. When **you** provide information about other people insured under this **policy**, it is **your** responsibility to check that the information **you** provide is accurate.

About this policy

The **policy** is arranged in different sections. It is important that **you** are clear which sections **you** have asked for as the insurance relates only to the sections of the **policy** which are shown in the **schedule** as being included.

Throughout this **policy** certain words and phrases have specific meanings. These are defined in the definitions section of the **policy** on page 6. There are some general exclusions that apply to the whole contract of insurance, and these are defined in the general exclusions section of the **policy** on page 18.

Complaints procedure

We aim to always provide a first-class level of service and welcome feedback from **you**. If **you** have a complaint about **your policy** or the handling of a claim **you** should, in the first instance, contact us:

- by emailing help@hellogetsafe.com, or
- by phoning **0203 608 4144**.

Our office hours are 9 am to 5 pm Monday to Friday (excluding bank holidays), but **we** will often respond to **you** out of hours, especially if the issue is urgent.

How we will handle your complaint:

1. **We** will try to resolve **your** complaints immediately.
2. If **we** are unable to resolve **your** complaint immediately, **we** will send an acknowledgement via email within 3 working days of receiving **your** complaint. This will include the contact details of the individual who will be dealing with **your** complaint.
3. Within 8 weeks of receiving **your** complaint **we** will provide **you** with a final response explaining the outcome of **our** investigation and **our** next steps.

Where **you** are still not satisfied with the final response, **you** can refer to Wakam reclamation@wakam.com (or by mail 120 – 122 Rue Reaumur, 75083 Paris, Cedex 02, France), or **you** also have the right to refer **your** complaint to



the **Financial Ombudsman** Service at:

- **Address:** The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR,
- **Email:** complaint.info@financial-ombudsman.org.uk, or
- **Telephone:** 0800 023 4567.

Further details are available at www.financial-ombudsman.org.uk.

FSCS

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **insurer** goes out of business and cannot meet its obligations, **you** may be entitled to compensation from the scheme. **you** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances. Further details are available at www.fscs.org.uk.

Copyright

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Your cover

This **policy** wording is split into sections. Not all sections may apply to **you**. The cover **you** have selected will be shown in **your schedule** and is subject to the terms, conditions, and exclusions set out in this **policy** wording and any **endorsements** sent to **you** by **us**. **Your policy** will be in force for the **period of insurance** shown in **your schedule** and covers **you** only for insured events that occur during that period.

Limits of cover

The cover set out in each section of this **policy** wording is limited to the amounts set out in **your schedule** and is subject to each **excess** set out in **your schedule**. If **you** have chosen an **excess** higher than £ 200, some of the coverage will be not applicable through the limit of cover.



SECTION 2 – DEFINITIONS

We're confident we've made this home insurance policy booklet as easy to understand as possible. There may be a few terms that have a specific meaning in the context of your insurance policy. These are in bold type in the policy. We hope the definitions below help.

accidental damage

Sudden, unexpected and physical damage which:

- a) happens at a specific time; and
- b) was not deliberate; and
- c) was caused by something external and identifiable.

automatic renewal

Your **policy** will renew automatically unless **you** tell **us** to cancel the **policy**. **We** do this to make sure there are no gaps in **your** cover. **We** will contact **you** before renewal to remind **you** about this. Further information can be found in Section 3.

bedroom

Any room in **your home**, including in **outbuildings**, that is currently used as a room for sleeping in or was originally designed and built to be a room for sleeping in even if it is now used for another purpose.

buildings

A permanent structure within the boundaries of **your property** including:

Buildings includes:

- ✓ the structure of **your home**;
- ✓ permanently installed septic tanks, cesspits and domestic fixed central-heating gas or oil tanks;
- ✓ drives, patios, footpaths and terraces;
- ✓ boundary and garden walls;
- ✓ gates, fences and hedges;
- ✓ permanently fixed, professionally installed wind turbines as long as **you** have told **us** about these and are following the manufacturer's guidelines when using them;
- ✓ hard tennis courts;
- ✓ plants, trees, flowers and shrubs not in moveable pots or containers;
- ✓ radio and television aerials, satellite dishes, their fittings and masts; and
- ✓ the underground services, inspection hatches and covers supplying **your home** which **you** are responsible for;
- ✓ the permanent fixtures and fittings in or mounted upon the **buildings** that could not easily be removed and reused, such as fixed solar panels (that have been professionally installed), fixed sanitary fittings (for example, toilets, sinks and baths) and laminated, wood-effect or vinyl floor coverings.

Buildings does not include:

- ✗ marquees and their accessories; and
- ✗ swimming pools, hot tubs, jacuzzies and their fixtures and fittings, covers, enclosures and accessories.

business equipment

Computers, laptops, phone equipment, digital accessories and office furniture, which are owned by **you** or **your family** and which may be used by **you** or **your family** for their trade or profession, provided they are not insured elsewhere.

Business equipment does not include:

1. any items belonging to **your** employer;
2. any stock, tools or materials belonging to the business or used for business purposes;
3. **money** or **credit cards** belonging to the business or used for business purposes.



claims administrator

Crawford & Company Adjusters (UK) Limited, a company registered in England and Wales with number 2908444, who handle claims on behalf of **Getsafe** and the **insurer** (or such other **claims administrator** as **we** or the **insurer** may appoint from time to time).

computer viruses

A set of corrupting, harmful or unauthorised instructions, malware or codes, which are introduced maliciously and are intentionally created to spread, **damage**, interfere with or otherwise negatively affect a computer system or network. For example, to make it stop, fail or work differently to how the manufacturer intended it to work.

Computer viruses includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

consequential loss

Any loss, **damage** or expense which happens indirectly as a result of, or is a side effect from, the event which led to **your** claim.

contagious disease

Any disease which can be transmitted from any organism to another organism, where:

- a) the substance or agent of the disease includes, but is not limited to, a virus, bacterium, parasite or any other organism, whether living or not;
- b) the method of transmission, whether direct or indirect, includes but is not limited to, through the air, through bodily fluids, from any surface, object, solid, liquid or gas, or between organisms; and
- c) the disease, substance or agent can cause or threaten harm to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

contents

Belongings or **property** which **you** or **your family** are legally responsible for, which are kept in **your home** and garden including furniture, fixtures and fittings which can be easily removed and reused such as,

Contents includes:

- ✓ computers, clothing, footwear and luggage,
- ✓ carpets and curtains,
- ✓ personal belongings,
- ✓ **valuables, money, credit cards,**
- ✓ cycles,
- ✓ art collections, jewellery, watches,
- ✓ audio visual equipment, cameras,
- ✓ sports equipment,
- ✓ **gadgets,** business equipment,
- ✓ household goods,
- ✓ plants, trees, flowers and
- ✓ shrubs in moveable pots or containers.

Contents does not include:

- ✗ any vehicle licensed for road use or any other mechanically propelled vehicle such as cycle or buggy and their parts, keys and accessories,
- ✗ any caravan, trailer or horsebox, and their parts, keys and accessories
- ✗ any watercraft, hovercraft, aircraft, drone or other aerial device,
- ✗ any living creature,
- ✗ any building,
- ✗ any land or water,
- ✗ securities certificates and documents, except driving licences and passports,
- ✗ any item used for **your** trade or profession except business equipment, or
- ✗ any item attached to any of the above.

credit cards

Credit cards, cheque-guarantee cards, debit cards, charge cards, store cards or cash cards held for private purposes and issued in the British Isles.

damage/damaged

Physical loss or physical **damage**, excluding **accidental damage**.

electronic data

Facts, concepts and information converted to a form that can be communicated, interpreted or processed by electronic and electromechanical data processing or electronically controlled equipment. **Electronic data** includes programmes, **software** and other coded instructions for processing and manipulating data or directing and manipulating this equipment.

endorsement

A change to the terms of the **policy** which is confirmed in writing by **us**.

excess

The **excess** is the amount that you'll have to pay towards any claim **you** make. This is set out in your **schedule**.



family

As long as they permanently live with **you** in **your home** during the period of insurance, and they are not paying for their accommodation:

- **your** husband, wife, partner or civil partner;
- **your** children; and
- other members of **your family**.

flood

A **flood** is a substantial and abnormal build-up of water from an external source. It does not include water which has escaped from pipes, tanks and other fixed water apparatus at **your property**.

gadgets

Personal and portable communication devices including mobile phones, tablets, laptops, handheld computers and games consoles.

Gadgets does not include **gadgets** used for business purposes.

Getsafe

Getsafe UK Ltd, a company registered in England and Wales under number 12334612, 24 Old Queen Street, London, SW1H 9HP (Financial Conduct Authority reference number 918034).

An appointed representative of Davies MGA Services Limited, 7th Floor, 1 Minster Court, Mincing Lane, London EC3R 7AA, authorised and regulated by the Financial Conduct Authority under reference number 597301.

heave

The upward movement of the site **your buildings** stand on as a result of the soil expanding.

home

The main building which **you** live in, garages which are part of or attached to the main building, and **outbuildings** all within the boundaries of the address shown on **your schedule**. The maximum size of **your home** in total should not exceed 250 square metres

All of the **home** must be at the same address in the **United Kingdom** and must be used by **you** and **your family** for domestic or business administration purposes.

insurer

Wakam, Insurance Company, Limited Company with a capital of €4,514,512 of which headquarters is at 120-122 Rue Réaumur, TSA 60235 75083 PARIS CEDEX 02, Registered in the Register of Commerce and Companies of Paris under number 562 117 085, Company governed by the Insurance Code, submits, within the scope of its activity, to the control of the ACPR (Prudential Control and Resolution Authority) whose head office is located at 4 Place de Budapest 75436 Paris Cedex 9.

landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time.

money

Cash, bank and currency notes, cheques, travellers' cheques, postal orders, **money** orders, crossed bankers' drafts, current postage stamps, gift tokens, customer redemption vouchers, travellers' tickets and luncheon vouchers.

outbuildings

Detached garages, sheds, greenhouses, summer houses and other permanent structures set apart from **your home** which are used for domestic or business administration purposes.

Outbuildings do not include:

1. caravans;
2. mobile **homes**;
3. stables;
4. agricultural **buildings**;
5. car ports or any structure that is open on one or more sides;
6. aviaries, pigeon lofts and tree houses; and
7. any inflatable or non permanent structure.

pedal cycles

Any bicycle, including electric bikes, and its tyres and accessories.

period of insurance

The period shown in **your schedule** which **we** agree to provide cover for, as long as **you** have paid the full **premium** to **us**.

personal possessions

Items that belong to **you** or for which **you** are legally responsible including:

1. **valuables**, sports equipment and cycles, and
2. luggage, clothes and any other items **you** normally wear or carry.

policy

Your insurance contract which is made up of this **policy** wording, the **schedule** and any **endorsements**.

property

The risk address shown in **your schedule** which **you** are legally responsible for.

premium

Sum charged for cover under this **policy** as shown in the **schedule**.

schedule

Part of **your** insurance contract containing details about you, **your home**, the amount insured, any **excess** that applies, the **period of insurance** and the sections of this **policy** wording that apply to you.

software

Programs which are installed on computers.

storm

A period of violent weather defined as:

- a) a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph; or
- b) torrential rain that falls at a rate of at least 25mm per hour; or
- c) snow that falls to a depth of at least 30cm in 24 hours; or
- d) hail so severe that it causes **damage** to hard surfaces or breaks glass.

subsidence

Downward movement of the ground **your buildings** stand on that is not a result of settlement.

sum insured

The maximum amount under each section of the **policy** that the **insurer** will pay if **you** make any claim on this **policy**, as shown in **your schedule**.

terrorism

The use or threat of use, by any person or group of people, on behalf of or in connection with any organisation or government for political, religious, ideological or similar purposes (including the intention to influence any government or to put any section of the public in fear), of:

1. violence against one or more people,
2. **damage** to property,
3. endangerment to life other than that of the person committing the action,
4. danger to the health or safety of the public or a section of the public,
5. interference with or disruption of an electronic system or
6. any destructive or potentially destructive weapon or device, biological, chemical or nuclear chemical weapon, or nuclear force of contamination

United Kingdom

England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands).

unoccupied

When **your home** has not been lived in by **you** or by any other person with **your** permission for more than 60 days in a row (lived in means fully furnished and slept in frequently) during the **period of insurance** even if your home has squatters living in it.

utilities

Electricity, gas, water or telecommunications that **you** purchase from a supplier.



valuables

1. Sets of coins, stamps or medals,
2. Furs,
3. Items or sets or collections of gold, silver or other precious metals,
4. Jewellery,
5. Watches, and
6. Works of art

we, us, our

The **insurer**, and as the context requires, **Getsafe** acting as agent of the **insurer**.

works of art

Art, antiques and collections which are of particular value due to their age, style, artistic merit or collectability, including paintings, drawings, etchings, photographs, prints, manuscripts, maps, books, curios, tapestries, porcelain items, sculptures, statues, guns and collections of stamps or coins or medals.

you, your

The person (or people) named in the **schedule** as the insured policyholder (or policyholders). This may include any member of your **family** (or, in the event of **your**/their death, **your**/their legally appointed representative), or up to two additional individuals who are not members of your **family**.



SECTION 3 – GENERAL CONDITIONS

The following conditions apply to all sections of this policy. You must comply with them to have the full protection of your policy. If you do not comply with them, then we may not pay your claim, we may cancel your policy or we may treat your policy as if it had never existed.

1. Providing accurate and complete information

The information **you** give to **us** is important as **we** use this in setting the terms and **premium** for the **policy**. **You** must take reasonable care not to give **us** information that is untrue, incomplete or inaccurate. If any information changes **you** must notify **us** immediately.

2. Changes in your circumstances we need to know about

Please tell **us** if **your** circumstances change. If **you** are in any doubt, please talk to **us**. We will tell **you** if a change in circumstances affects **your** insurance. Here are some examples of changes that **you** must tell **us** about.

1. If **your** address changes.
2. If **you** change occupation.
3. If **you** add items to, or take items off, **your policy**.
4. If **you** or **your family** have been declared bankrupt (sequestration in Scotland) or there have been bankruptcy proceedings against **you** or **your family** or a county court judgement or similar.
5. If **you** or **your family** have been convicted of any offence other than a driving offence.
6. If **your home** will be **unoccupied** or unfurnished for more than 60 days in a row (losses are more likely to happen in **unoccupied** or unfurnished properties).
7. If **you** are having any building work done.
 - You must tell **us** before the start of any building work, conversions, renovations, demolitions and extensions at **your property**.
 - You must tell **us** about the work at least 30 days before it starts.
 - (You do not need to tell **us** if the work is for redecoration only, is routine maintenance or is to replace or refit existing kitchen or bathroom fittings and does not involve making any structural changes to walls, ceilings or floors.)
 - You must also tell **us** if the building work alters the number of **bedrooms** or bathrooms.
8. If **you** or **your family** intend to let or sublet **your home** or if **your home** is no longer occupied only by **you** or **your family**.
9. If **you** or **your family** intend to use **your property** for any other purpose than:
 - domestic purposes; or
 - business administration purposes.
 - If the **property** is no longer **your main home**.
10. If the **property** is no longer **your main home**.
11. If **your home** is due to be **unoccupied** if known.

3. Making a change to the cover under the policy

If **you** want to make a change to the cover under this **policy**, **you** should tell **us** immediately via the **Getsafe** app, or email or by phone. When **you** tell **us** about a change, **we** will let **you** know if it will affect **your** insurance. For example, **we** may change the terms of **your** insurance, **you** may have to pay more for **your** insurance, or **we** may cancel **your** insurance in line with the Cancellation section below.

4. Cancellation Rights

1. If **you** decide within 14 days of first taking out this **policy** or of receipt of **your policy** documents, that the **policy** does not meet **your** requirements, **you** may cancel the **policy** and receive a full refund of the **premium you** have already paid.
2. After 14 days of first taking out this **policy**, if **you** cancel the **policy**, **we** will give **you** a pro-rata refund of the monthly **premium you** have already paid for the remaining portion of the **period of insurance**.
3. If the **policy** is cancelled, the **period of insurance** ends on the cancellation date.
4. You can cancel the **policy** using the **Getsafe** app or by contacting **our** Customer Service team.
5. Cover under **your policy** will not commence and **your** insurance **policy** will not be valid until **we** receive payment of **your first premium**. If **we** have not received payment of **your first premium** on the date **your policy** is due to commence, **we** will notify **you** by email that **your policy** is not in force because **we** have not received payment and invite **you** to make the necessary payment.
Once cover under **your policy** has commenced, **we** can cancel the **policy** by giving 14 days' notice by email. **We** will only do this for a valid reason, for example if:
 - If **you** don't pay **your premium** when due after **you** have paid **your first premium** or if **you** miss a payment, **we** will notify **you** and give **you** a further date to pay. **We** will give **you** at least a 14 days' notice if **we** intend to cancel **your policy** due to non-payment. If **we** don't receive payment by the provided date, **we** will cancel **your policy**;
 - **We** reasonably suspect fraud;



- You don't co-operate with us, **you** do not treat **our** employees with respect or **you** do not provide, when requested, information or documentation which affects **our** ability to process a claim or defend **our** interests;
 - You have not given **us** complete and/or accurate answers to the questions **we** ask;
 - If **you** or **your family** members have ever been made bankrupt or insolvent, have been subject to an individual voluntary arrangement, or have ever had a court judgment issued against yourselves, including any County Court Judgment;
 - You have committed a crime with regards to this **policy** or have failed to inform **us** of any unspent criminal convictions;
 - You have failed to inform **us** of any current incidents that could lead to claims being made under this **policy**;
 - You have failed to inform **us** of **you** ever having insurance cancelled or voided in the past. **you** have visitors entering **your property** for the purpose of carrying out business, and **you** have employees working at **your property** for the purpose of carrying out business.
6. If **we** cancel the **policy**, **we** will give **you** a pro-rata refund of the monthly **premium** **you** have already paid for the remaining portion of the **period of insurance**. However, **we** will not refund any **premium** if **you** have made a claim or for another valid reason, including where **you** make a false claim and/or provide information recklessly or provide deliberately false information.
 7. **We** will not make any payment under this **policy** unless **you** have paid the **premium**. If **you** miss **your** first payment, **your policy** will not be valid. If **we** do not receive **your** first payment, **we** will contact **you** by email and invite **you** to make payment within 7 days from the due date. If **you** make payment within 7 days, **we** will treat **your policy** as in force from the original **policy** start date.
 8. If **you** have made a **claim** during the **policy period** then **you** will have to pay the full **premium**, so **you** won't receive a **refund**.

5. Renewals

Your **policy** runs from the start date shown on **your schedule** for 12 months. **Your policy** may be automatically renewed, and payment taken at the end of the cover date set out in **your policy** document unless **you** contact **our** customer services department to opt-out of **automatic renewal** 2 working days before the renewal date. **We** will contact **you** before **your** renewal date and before taking payment to confirm **your** renewal terms.

If **you** change **your** mind after **your policy** has been renewed, **you** will have a 14-day cooling off period so **you** can still decide to cancel free of charge and will be refunded in case **we** already took payment.

You can opt-out of **automatic renewals** at any time by contacting **our** customer service department without cancelling **your policy**.

6. Premium payment

We will not make any payment under this **policy** unless **you** have paid the **premium**.

7. Contracts (Rights of Third Parties) Act

You and the **insurer** (**Getsafe** acts as agent of the **insurer**) are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

8. Deliberately false or recklessly given information

If **you** are found to have deliberately or recklessly given false information the **insurer** will treat this **policy** as if it never existed and refuse all claims. **You** must repay any payments already made by the **insurer** under the **policy** and no **premium** will be returned to **you**.

9. Carelessly given information

If **you** acted carelessly when giving **us** **your** information, several things could happen:

1. if the **insurer** provided insurance cover that they would not otherwise have offered, the **insurer** will treat this insurance as if it had never existed. If this happens, the **insurer** will give **you** back **your premium** and **you** must repay any payments already made by them under the **policy**;
2. if the **insurer** would have insured **you** on different terms, the **insurer** will amend this retrospectively and apply these amended terms to all claims under the **policy**, including any claims **you** have already made; or
3. if the **insurer** would have provided this **policy** but charged a higher **premium**, the **insurer** may reduce the amount payable for any claim or loss in the proportion that the **premium** **you** have paid bears to the **premium** the **insurer** would have charged if **you** had fairly presented the risk to the **insurer**. This remedy may apply in addition to 2 above.

10. Other insurance

We will not pay any claim that would be covered under any other insurance **policy** if this **policy** did not exist. However, if the other insurance cover has all been used up, **we** will pay the amount that is over the cover available under that other insurance. If there is more than one insurance **policy** in place, the total amount **you** receive will not be more than the amount **we** would have to pay **you** if only this **policy** was in place.



11. Fraud

In order to protect **our** customers from the cost of fraud, **we** work to detect and prevent fraud. **We** expect **you** and **your family**, and anyone acting for **you**, to act honestly.

If **we** find that **you** deliberately or recklessly provided **us** with false or misleading information when taking out or varying **your policy**, this could affect **your** insurance cover and any claim **you** make.

We may treat this **policy** as if it had never existed (it will become void) refuse to pay all claims, and not return the **premium you** have paid.

If **you** make a fraudulent claim under this **policy**, **we**:

- a) do not have to pay the claim;
- b) may recover from **you** any amounts **we** have paid **you** in connection with the claim; and
- c) may treat the contract as having ended at the time of the fraudulent act.

We will give **you** notice if **we** plan to do any of the things listed above.

If **we** use **our** right under clause c) above, **we**:

- a) will not be liable to **you** for any loss, **damage**, injury or liability which arose after the time of the fraudulent act; and
- b) do not have to return any **premiums you** have paid.

If this **policy** provides cover for any other person besides **you** (a 'covered person'), and a fraudulent claim is made under this **policy** by or on behalf of a covered person, **we** may use **our** rights set out in this clause 6 as if there were a separate contract between **us** and the covered person. If **we** decide to do this, it will not affect the cover **we** provide under the **policy** to any other person.

We have the right to recover from **you** or **your family our** and **our** representatives' costs in investigating any fraudulent claim. If this insurance becomes void because of fraud or **we** suspect that a crime may have been committed in respect of this **policy**, **we** have the right to tell the police or other relevant authority and to cancel any other insurance policies that **you** have with **us**.

12. Law that applies

Unless some other law is agreed in writing, this **policy** will be governed by the laws of England. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your home** is situated.

13. Reasonable care and preventing loss

Please note that:

1. **You** must take all necessary and reasonable steps to prevent or limit accident, injury, loss or **damage** to **your buildings** and **contents** or liability to others.
2. **You** must make sure that **your buildings** are maintained in a good state of **repair**.
3. **You** must keep the **contents** covered by this **policy** in good condition.
4. If any security measures are installed to protect the **buildings** (for example, window locks), **you** must use these whenever the **buildings** are left unattended, as well as when everyone in the **home** has gone to bed for the night.

If **you** make a claim under this **policy** and **we** decide that the loss, **damage**, liability, cost or expense that led to the claim was caused or made worse by **you** failing to meet **your** obligations under this clause, **we** may refuse to pay the claim or **we** may reduce the amount of any payment **we** make for the claim, pay only part of the claim or **we** may cancel **your policy**.

14. Using your property for business purposes

The **property** must not be used to carry out any business activities other than office administration work on behalf of **your** business or the business of **your** employer.

You must not carry out any form of manufacturing, packaging of goods or manual work, including using machinery or tools, in **your property** (including in any **outbuildings** or garages which are part of or attached to the main building).

You must not have visitors entering **your property** for the purpose of carrying out business, and **you** must not have any employees working at **your property** for the purpose of carrying out business. **You** must not store any business stock at **your property** (including in any **outbuildings** or garages which are part of or attached to the main building).



SECTION 4 – CLAIMS

*The following claims conditions apply to the whole of this **policy**. You must comply with the obligations set out in the following claims conditions. If the **insurer** determines that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the following claim's conditions, the **insurer** may refuse or withdraw from the claim or reduce the amount of any payment they make for the claim.*

Please note, **we** work with **our claims administrator** who handles claims on behalf of **us** and the **insurer**. If **you** have any queries regarding the role of the **claims administrator**, please let **us** know.

Making a claim

You must give **us** notice, as soon as reasonably possible, of anything which is likely to give rise to a claim under this **policy**.

For Home Emergency:

If **you** require **emergency assistance you** can speak to the 24-hour **emergency assistance** team on **0190 830 2031**.

For Regular Claims:

You can make a claim with **your Getsafe** app in the claims section. If the app is not available, then **you** can email **us** at: help@hellogetsafe.com or contact the **Getsafe** customer service team on **0203 608 4144**, 9 am to 5 pm Monday to Friday.

Some Important Points to Remember:

1. In case of theft or **damage** within **your home** or on **your property**, call the police or any local relevant authority and make sure **you** get a crime reference number.
2. Try to get lost items back by calling lost **property** services.
3. In case **you** are making a claim with regards to a specified valuable, please have a picture of the said item ready prior to making a claim.
4. Do not throw **damaged** items away – until **our insurer** approves that it is OK to do so.
5. Do not **repair** or replace items without **our insurer** agreeing to it first – unless it's an **emergency**.

Claim Conditions

1. In the event of a call to the **Getsafe** customer service team, **you** will need to provide **your** full name and contact details, **your** address and postcode, the **policy** number and circumstances of the claim.
2. You must:
 - a) within 28 days of notifying **us** of a claim or anything likely to give rise to a claim, give the **insurer**, at **your** expense, any information, including proof of ownership, which they may reasonably require and co-operate fully in the investigation of any claim under this **policy**,
 - b) report to the police or relevant local authority, as soon as reasonably possible, any loss or **damage** arising from theft, fire caused by arson, vandalism, riot or civil disturbance and obtain a crime reference from them,
 - c) give the **insurer** reasonable evidence of the value of all items involved in a claim, and
 - d) be able to demonstrate to the **insurer** that **you** have complied in full with the terms and conditions of this **policy** and that the cause of the loss or **damage** which is the subject of the claim is not excluded.
3. **You** must make every reasonable effort to minimise any loss or **damage** and take appropriate measures immediately if they are required to reduce any claim.

Please note that a withdrawn claim will still count as if a claim has been handed in, and therefore is counted against the claim limits within some sections of this **policy**.

When we receive a claim

When **we** receive a claim, **we** will do the following:

1. Enter any **buildings** following loss or **damage**. **We** will always arrange this with **you** beforehand.
2. Carry out any work that is needed to reduce any further loss or **damage** and secure the site to prevent unauthorised entry, especially if the site may be a risk to health and safety.
3. Negotiate, defend or settle any claim made against **you**.
4. Prosecute or start court proceedings against any other person or business in **your** name for **our** benefit in respect of any claim **we** may have to pay.
5. Arrange the rebuilding work, **repairs** or replacements, and dispose of any **damaged** items appropriately. **We** have the right to choose which contractors to instruct to carry out the work.



Payment of excess

If **you** need to claim on more than one part of **your buildings** or **contents policy** for the same event, **we'll** only make **you** pay one **excess**. This will be the highest **excess** that applies to the parts of **your policy** that you're claiming under.

Recovering a loss payment

The **insurer** may start proceedings in **your** name to recover, for the **insurer's** benefit, the amount of any payment they have made under this **policy**. **You** must give the **insurer** all the assistance they may reasonably require to do this.

False claims

If the **insurer** determines that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the above claim's conditions, the **insurer** may refuse or withdraw from the claim or reduce the amount of any payment they make for the claim.

Additionally, please note that if **your** claim is in any way dishonest, exaggerated or fraudulent then the **insurer** will:

1. tell **you** that they are terminating **your policy** and back date the termination to the date of the fraud;
2. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud; and
3. not return any **premium**.
4. If the **insurer** has paid any claims after the date of any fraudulent act, **you** must pay them back to the **insurer**.

If the **insurer** has paid any claims after the date of any fraudulent act, **you** must pay them back to the **insurer**.



SECTION 5 – CLAIM LIMITS

The maximum your policy will pay depends on the type of claim you're making.

It's important that you've got the right amount of cover in place for **your** needs. If you've not taken out enough cover to replace **your property** and possessions as new, this may have an effect on how much **we** pay for a claim. To work out the value of **your contents**, make a list of all **your** belongings and calculate what it would cost to replace them as new.

If **you** make a claim and **we** discover that **you** didn't have enough cover, there are a number of different ways that **we** can handle **your** case. If **our** team decides that **we** wouldn't have offered **you** insurance if you'd given **us** more accurate information when **you** bought **your policy**, **we** won't be able to pay any of **your** claim.

The **insurer** will pay up to the amount insured stated in the **schedule** unless limited below:

Repair and replacement

At the **insurer's** option, the **insurer** will **repair**, replace or pay for any lost or **damaged** items on the following basis:

1. for **personal possessions** other than clothing and footwear, **property** hired-in by you, goods held in trust and art and collections, the cost of **repair** or replacement as new.
2. for clothing and footwear, the cost of **repair** or replacement considering wear and tear based on the following scale:
 - a) less than three years old, the cost of **repair** or replacement as new,
 - b) between three and five years old, a 30% reduction for wear and tear, and
 - c) between five and seven years old, a 60% reduction for wear and tear.
3. the **insurer** will not make any payment for any clothing or footwear that is more than seven years old.
4. for **property** hired-in by you, the lesser of:
 - a) the extent of **your** legal liability in respect of **repairing** or replacing the hired-in **property** as specified in the hire contract, the costs of **repair** of the hired-in **property**, and
 - b) the costs of replacement of the hired-in **property** with a model of equivalent specification, age and condition.
5. for goods held in trust, the lesser of:
 - a) **your** liability in respect of the goods held in trust, and
 - b) the cost of **repair** or replacement at the trade market value of such goods.
6. for art and collections:
 - a) the agreed value of any lost or **damaged** item which is individually valued in the **schedule** or contained in any valuation lodged with **us**. However, if the item is only partly **damaged**, the **insurer** will decide whether to **repair**, restore, replace or pay the agreed value of the **damaged** item. If the **insurer repairs** or restores a **damaged** item, they will also pay for any loss in value,
 - b) where any item that has not been individually valued in the **schedule** or valuation, the **insurer** will decide whether to **repair**, restore, replace or make a cash settlement for that item. If the **insurer** chooses to make a cash settlement, they will pay the market value of the item immediately prior to the **damage**.

Settling liability claims

In dealing with a liability claim under the terms of this **policy**, either before or after **we** pay **your** claim, **we** may do the following.

- a) Defend or settle any claim and choose the solicitor who will represent **us** and **you** in any legal action. If **we** do this, **we** will pay any fees involved.
- b) Take any legal action in **your** name or in the name of any other person covered by this **policy**. Once legal action has started, **we** will have complete control of the matter.

Pairs and sets

1. **We** treat each separate item of a matching pair, set or suite of furniture, soft furnishings, bathroom suite or other fixtures and fittings as a single item. If an item that's part of a matching set or suite is **damaged**, **we'll** aim to **repair** it or provide an identical replacement. However, if it's not possible to provide a suitable **repair** or replacement, **we'll** only pay for the **damaged** item. Just to be clear, **we'll** not make any contribution for undamaged items that are part of a set or suite. If an item in a matching set or suite is lost or **damaged**, the undamaged matching items may lose some value even if they haven't been lost or **damaged** themselves. This loss of value is not covered by **your policy**.
2. If you've got a matching carpet or other floor covering in more than one room or area of **your home**, and this is separated by a break, then **we'll** treat each room or area as separate. By break **we** mean something that was originally designed to separate a room, for instance carpet dividing floor strips, doorways, archways and where the remains of previous partitions are still intruding the room. **We'll** only pay for the **damage** to the carpet or floor covering in the room or area where the **damage** happened, and **we** won't pay for matching carpets in other rooms.



- We** treat pairs or sets of anything apart from bathroom, kitchen and furniture suites, as one item. So, for example, if **your** bag of golf clubs was stolen, **we'd** treat these as one item, and would only pay up to the maximum claim limit for a single item to replace the entire set. Similarly, if **you** lost a pair of earrings, **we'd** treat the pair as one single item.

Removing debris

Under the **buildings** section **we** will also pay to remove debris following an insured claim.

Maintenance

A well-maintained building should withstand all but the most severe weather conditions. It is important to remember that **you** are responsible for maintaining **your home** in a good state of repair. If the **buildings** have not been maintained in a good state of repair, when assessing a claim, **we** will take into account the condition of **your property** and **we** may refuse to pay the claim or **we** may reduce the amount of any payment **we** make for the claim.

We will not cover the costs of repairs or replacements, where the costs arise through **you** failing to regularly maintain the **buildings** properly.

Other interests

Any payment will consider the interest of any party having an insurable interest in the **personal possessions**, provided **you** have advised the **insurer** of the nature and extent of the interest together with the name and address of that interested party.

Special limits

1. Single article limit

The most the **insurer** will pay for any item, pair or set, other than cycles, which is not individually specified in the **schedule**, is the single article limit amount shown in the **schedule**.

2. Specified items away from your home

If the amount insured for **personal possessions** while away from **your home** shown in the **schedule** is less than the amount for a specified item shown in the **schedule**, the most the **insurer** will pay in total for all specified items while away from **your home** is the amount insured for **personal possessions** while away from **your home**.

You must take care to ensure that **you** have purchased sufficient cover for specified items while away from **your home**.

3. Cycles

The most the **insurer** will pay for **damage** to any cycle is the amount shown in the **schedule**.

Always tell the truth

It's really important that you're honest with **us** when you're buying a **policy** or making a claim. This applies to **your Buildings** and/or **Contents**, and optional or enhanced covers. Providing wrong or misleading information that **you** know could either help **you** gain financially, or **us** suffer a financial loss, is fraud and pushes up the cost of insurance for all customers. If you've given **us** inaccurate information **we** may void the **policy**, which means **we'd** treat **you** as though the **policy** had never been issued, and **we** wouldn't give **you** a refund.

We might also refuse to pay a claim, or make **you** repay any **money we've** already paid out in claims where fraud has occurred. **We'll** also tell other **insurers** and anti-fraud databases, which could affect **your** ability to get access to insurance and other financial services in the future. **We** may also let the police know, who may choose to bring charges against **you** that could ultimately result in a prosecution. So please make sure that you're always honest with us. This way **we** can pay any claims **you** make and keep the cost of **our** insurance down for all **our** customers.



SECTION 6 – GENERAL EXCLUSIONS

The following exclusions apply to all sections of this policy.

Any additional exclusions are shown in the sections they apply to.

We don't cover the following.

1. Radioactive contamination

Loss, **damage**, cost, expense, legal liability or any other amount directly or indirectly caused by, or contributed to by, or arising from any nuclear energy or radioactivity of any kind, including but not limited to any of the following. (This exclusion applies regardless of any other cause or event.)

- a) Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component.
- c) Any weapon or device which uses atomic or nuclear fission or fusion or other similar reaction or radioactive force or matter.

2. War

Loss, **damage** or liability directly or indirectly caused by war, revolution or any similar event.

3. Confiscation

Loss, **damage** or liability caused by or resulting from **your** or **your family's property** being confiscated, taken, **damaged** or destroyed under the order of any government, public or local authority or other body, including any compulsory purchase order.

4. Terrorism

Loss, **damage** or liability directly or indirectly caused by or in connection with any act of **terrorism**, regardless of any other cause or event.

5. Riot or civil commotion

Loss, **damage** or liability which is caused by or happens because of a riot or civil commotion outside the **United Kingdom**.

6. Pollution

Loss or **damage** due to contamination, pollution, impurity, soot, dust contamination, chemical fallout poisoning, pandemic, epidemic and disease or due to not being able to use certain objects because of a risk to health.

7. Deliberate acts

Loss, **damage** or liability caused intentionally or maliciously by:

- you or **your family**; or
- anyone acting on **your** behalf; or
- anyone lawfully in **your home**.

8. Illegal acts

Loss, **damage** or liability directly or indirectly caused by any illegal activity by:

- you or **your family**; or
- anyone acting on **your** behalf; or
- anyone lawfully in **your home**.

9. Existing damage

Loss or **damage** which happens before **your** insurance **policy** starts.

10. Sonic pressure

Loss or **damage** caused by pressure waves from aircraft or other flying devices travelling at or above the speed of sound.

11. Consequential loss

Consequential loss as a result of any claim under this **policy**.

12. Any gradual or maintenance-related loss or damage

Loss or **damage** as a result of gradual causes including:

- **wear** and tear;
- fall in value over time;
- mechanical or electrical breakdown or failure;
- gradual deterioration (whether **you** were aware of it or not);
- exposure to sunlight or atmospheric conditions;
- normal settlement;
- warping or shrinkage;
- rusting or corrosion;
- **wet** or dry rot (regardless of the cause);
- fungus, mildew or mould;
- infestation (for example by vermin); and
- costs that arise from using or maintaining **your buildings** and **contents** normally.

13. Poor workmanship

Loss or **damage** caused by poor workmanship, use of faulty materials (including latent defects) or poor design (a latent defect is a fault which exists, but which only causes a problem at a later stage under certain conditions).

14. Computer viruses, malfunction and user error

- a) Loss, **damage**, destruction, distortion, erasure, corruption or alteration to any equipment or **electronic data** directly or indirectly caused by **computer viruses** or other attacks such as hacking, malfunction, or the fault of the user.

Equipment includes computers and anything else insured by this **policy** that has a microchip in it.

This exclusion will not apply to physical **damage** caused by the covers insured in this **policy**, such as fire and explosion.

- b) Legal liability directly or indirectly arising from **computer viruses**.

15. Prior knowledge

Loss or **damage** that occurred in circumstances where **you** knew or should have known when buying this insurance that the circumstances leading to a claim, under this insurance, already existed.

16. Fraudulent payment

Loss or **damage** to items where that item 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.

SECTION 7 – BUILDINGS COVER

Building's cover is included if it is shown in your schedule.

We cover **your buildings** up to the **sum insured** shown in **your schedule** against loss or **damage** directly caused by the following covers. The loss or **damage** must take place at **your home** during the **period of insurance**.

We do not cover the amount of the **excess**, as shown in **your schedule** or as shown in this Section 7.

The amounts shown below are the most **we** will pay for the following items for any loss or **damage** which happens at **your property** – up to the **buildings sum insured** shown in **your schedule**.

Please note the following points:

- a) Where applicable, in evaluating claims for the **damage** to fences, consideration will also be given to the cost of depreciation dependent on the age of the fence at the time of making the claim;
- b) Where applicable, flat roofs should be inspected every 3 years for **damage** / maintenance purposes, and the full records of these inspections should be properly maintained.

Please see the relevant cover below for full details of any limits and exclusions that apply.

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

1. Fire, smoke, explosion, lightning or earthquake

We will cover loss or **damage** caused by fire, smoke, explosion, lightning or earthquake.

2. Flood

We will cover loss or **damage** caused by **flood**.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

1. Fire, smoke, explosion, lightning or earthquake

We don't cover :

- a) loss or **damage** from smoke caused by smog, emissions from agricultural or industrial operations or anything that happens gradually from repeated exposure.
- b) Tobacco burns, unless accompanied by flames
- c) Smoke from fireplaces.
- d) Heat distortion, unless accompanied by flames

2. Flood

We don't cover:

- a) loss or **damage** caused by frost;
- b) loss or **damage** to domestic fixed fuel-oil tanks in the open, to drives, patios, footpaths, terraces, gates, fences and hedges unless **your home** has been **damaged** at the same time and by the same cause;
- c) loss or **damage** to radio and television aerials or satellite dishes, and their fittings and masts;
- d) loss or **damage** caused by water that has entered into **your buildings** from outside at higher than ground floor level;
- e) loss or **damage** caused by rising water table levels (the level below which the ground is completely saturated with water); and/or
- f) anything that happens gradually.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

3. Storm

We will cover loss or **damage** caused by **storm**.

4. Escape of water or oil

We will cover loss or **damage** caused by:

- a) escape of water from any:
 - fixed domestic water installation;
 - heating system (including radiators and boilers);
 - washing machine, dishwasher, fridge or freezer;
 at **your property**; or
- b) water freezing in tanks, apparatus and pipes at **your property**; or
- c) escape of oil from any fixed domestic oil installation at **your property**.

Trace and access (finding the problem)

We will also pay up to £5,000 per incident for reasonable and necessary costs to remove any part of the building to find the source of **damage** to **your home** caused by:

- a) water escaping from any fixed water or heating installation, apparatus or pipes; or
- b) oil escaping from any fixed oil-fired heating installation, apparatus or pipes.

We will also pay to make good any **damage** to the building after the leak has been fixed, as long as this cost is covered by the £5,000 limit referred to above.

You must get **our** agreement before work starts, so **we** can decide whether finding the leak is the most practical and cost-effective solution to the problem. For example, it may cost less to install new pipework than knocking holes in walls or floors to find the original leak.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

3. Storm

We don't cover:

- a) loss or **damage** caused by frost;
- b) loss or **damage** to domestic fixed fuel-oil tanks in the open, to drives, patios, footpaths, terraces, gates, fences and hedges unless **your home** has been **damaged** at the same time and by the same cause;
- c) loss or **damage** to radio and television aerials or satellite dishes, and their fittings and masts;
- d) rain or water **damage** to the inside of **your buildings** if the water gets into **your** house as a result of poor workmanship, bad design; and
- e) anything that happens gradually.

4. Escape of water or oil

This cover is included under both Section 7 – **Buildings** cover and Section 8 – **Contents** cover. If both sections are in force, **we** will only pay under one section.

We don't cover:

- a) the first £350 of every claim,
- b) loss or **damage** to the apparatus or pipes the water or oil has escaped from;
- c) loss or **damage** caused by a gradual water or oil leak;
- d) loss or **damage** arising from leaks from swimming pools or fixed hot tubs;
- e) loss or **damage** caused by **subsidence, landslip** or **heave** as a result of escape of water;
- f) loss or **damage** caused by sealant or grout failing to work properly or by an inappropriate sealant or grout being used;
- g) loss or **damage** caused by water overflowing as a result of taps being left on in sinks, baths and other sanitary fittings;
- h) loss or **damage** while the **buildings** are **unoccupied** or unfurnished; and
- i) water freezing in tanks, apparatus and pipes in **outbuildings**.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

5. Theft or attempted theft

We will cover loss or **damage**:

- a) caused by theft or attempted theft following forced and violent entry to **your home**; or
- b) where deception has been used to gain entry to **your home**.

6. Collision damage

We will cover loss or **damage** caused by being hit by:

- a) an animal, vehicle or train; or
- b) aircraft or other flying device (or any items dropped from these).

7. Riot

We will cover loss or **damage** caused by a riot. **you** need to report the **damage** to the police within seven days.

8. Malicious damage or vandalism

We will cover loss or **damage** caused by malicious people or vandals.

9. Subsidence, heave, landslip

We will cover loss or **damage** caused by:

- a) **subsidence** and **heave** of the site **your buildings** stand on; or
- b) **landslip**.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

5. Theft or attempted theft

We don't cover:

- a) theft or any attempted theft by you, **your family**, or anyone who's employed permanently in or around **your home**, such as a nanny, carer, cleaner or gardener;
- b) loss or **damage** while the **buildings** are **unoccupied** or unfurnished;
- c) theft or attempted theft by lodgers, paying guests or tenants;
- d) and theft or any attempted theft by means of deception.
- e) Loss or **damage** to **utilities**

6. Collision damage

We don't cover:

- a) loss or **damage** caused by domestic pets.

7. Riot

We don't cover loss or **damage** caused by any person lawfully within the boundaries of **your home**.

8. Malicious damage or vandalism

We don't cover:

- a) malicious **damage** or vandalism by any person who is lawfully in **your home**; and
- b) loss or **damage** while the **buildings** are **unoccupied** or unfurnished.

9. Subsidence, heave, landslip

We don't cover:

- a) the first £1,000 of every claim, unless **your schedule** says otherwise;
- b) loss or **damage** caused by erosion of any coast or riverbank;
- c) loss or **damage** to septic tanks, cesspits, domestic fixed fuel-oil tanks in the open, drives, patios, footpaths, terraces, gates, fences, hedges, hard tennis courts, boundary and garden walls, unless the main building which **you** live in is **damaged** at the same time and by the same cause;
- d) loss or **damage** caused by alterations, extensions, renovations, demolitions or structural repairs;
- e) normal settlement, shrinkage or expansion;
- f) loss or **damage** that was caused before this **policy** started;
- g) costs to repair the original cause of the **subsidence** (for example, removing trees);
- h) your **buildings** where **you** are entitled to compensation from another person or organisation;
- i) loss or **damage** to solid floors and caused by the movement of solid floors, unless the foundations beneath the external walls of the main building which **you** live in are **damaged** at the same time and by the same cause; and
- j) loss or **damage** to **buildings** caused by the



action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

10. Falling objects

We will cover loss or **damage** caused by:

- a) falling telegraph poles, lamp posts, fixed aerials, satellite dishes, fixed solar panels and masts; or
- b) falling trees and branches.

We will also pay the cost of removing the fallen item which has caused the loss or **damage**.

11. Emergency access

We'll cover the cost of **damage** to **your home** or garden items caused by the **emergency** services while they're getting into **your home** to deal with an **emergency**. By garden items, **we** mean flowerbeds, hedges, lawns, potted plants, shrubs or trees outside **your buildings** but within the boundaries of **your home**.

12. Alternative accommodation

We will pay up to £20,000 for the reasonable and necessary costs for alternative accommodation for **you** and **your family**; and if **we** deem that **your home** has become unfit for living in following loss or **damage** that is insured by this section.

When **we** say **your home** has become unfit for living, **we** mean that there are no toilet, bathroom or cooking facilities, or continuing to stay in **your home** poses a risk to **you** and **your family**.

How much **we** will pay for alternative accommodation will depend on **your family's** needs and **you** must agree the costs with **us** before **you** pay.

13. Buildings fees and clearing debris

Following a successful claim for loss or **damage** under Section 7 - **Buildings**, **we** will pay up to £100,000:

- a) the cost to remove debris from the site or prop up parts of the **buildings**;
- b) the cost to keep to government or local authority requirements (but not if they told **you** about these requirements before the loss or **damage** happened); and
- c) architects', surveyors', legal and engineers' fees which are necessary for **us** to rebuild **your home**. (**We** have the right to choose who does this work.)

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

10. Falling objects

We don't cover:

- a) loss or **damage** caused by maintenance to trees;
- b) loss or **damage** to the falling items themselves;
- c) the cost of removing any part of a tree that remains below ground;
- d) the cost to remove the item unless **damage** has been caused to **your buildings** by its fall.
- e) loss or **damage** to gates and fences

11. Emergency access

12. Alternative accommodation

This cover is included under both Section 7 – **Buildings** cover and Section 8 – **Contents** cover. If both sections are in force, **we** will only pay under one section.

We don't cover:

- a) losses **you** suffer more than 12 months after the date that the **buildings** became unfit for living in; and
- b) costs for alternative accommodation for any of **your** pets.

If **we** reject a claim for **damage** to **your buildings** under another part of this **policy**, then **you** won't be able to claim for alternative accommodation.

13. Buildings fees and clearing debris

We don't cover:

- a) any fees charged to help **you** prepare **your** claim; and
- b) any fees which **we** have not agreed in advance or do not consider necessary to reinstate the **buildings**.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

14. Purchaser's interest

If **you** have entered into a contract to sell the **buildings** covered under this section, the person buying them will have the right to benefit from covers 1 to 13 of Section 7 – **Buildings** cover of this **policy** between the date contracts (or missives in Scotland) are exchanged and the date the sale completes, as long as they complete the purchase. Any optional cover which **you** have bought does not apply to this cover 14.

15. Replacing locks and keys

We will pay up to £1,000 per incident for replacing locks and keys to:

- a) external doors and windows of **your home**;
- b) safes within **your home**; or
- c) an alarm protecting **your home**;

if the keys to the locks are stolen or lost in the **United Kingdom**, or the locks are **damaged**.

16. Accidental damage to glass and sanitary fittings

We cover loss or **damage** up to £25,000 for:

- a) the cost of **repairing** or replacing any fixed panes of glass, ceramic hobs built into kitchen worktops and glass oven doors if they're accidentally broken, as long as these are permanent fixtures in **your home**.
- b) the **repair** or replacement of baths, toilets, bidets, sinks/basins and showers which are accidentally broken.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

14. Purchaser's interest

We don't cover:

- a) any payment if the building being sold is covered under other insurance;
- b) loss or **damage** that would not be covered by the normal terms and conditions of this **policy**; and
- c) loss or **damage** while the **buildings** are **unoccupied** or unfurnished.

15. Replacing locks and keys

This cover is included under both Section 7 – **Buildings** cover and Section 8 – **Contents** cover. If both sections are in force, **we** will only pay under one section.

16. Accidental damage to glass and sanitary fittings

We don't cover:

- a) loss or **damage** caused by chipping, denting or scratching;
- b) **damage** to window frames and door frames;
- c) **damage** to **property** which was not maintained in a good state of repair;
- d) malicious **damage** caused by **you**, or **your family** or anyone who is lawfully in **your home**; and
- e) loss or **damage** while the **buildings** are **unoccupied** or unfurnished.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

17. Property owner's liability

This cover applies if **you** own **your property**, regardless of whether there is an outstanding mortgage on the **property** or whether **you** own the **property** outright.

We will pay up to £2,000,000 for any one claim or series of claims arising from any one event towards the following.

- a) Amounts **you** legally have to pay as the owner of the **property** for:
 - compensation for accidental death or injury to any person that happens during the period of insurance;
 - compensation for accidental loss of or **damage** to someone else's **property** that happens during the period of insurance; and
 - **we** will pay up to £20,000 for any costs and expenses **you** have to pay in connection with defending any claim, provided that **you** get **our** written permission beforehand.
- b) Your legal liability for **buildings you** owned in the past. This includes any amounts that **you** are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with an accident which happens during the **period of insurance** and was caused by faulty work carried out by or for you, or for **your family** on any **home you** previously lived in within the **United Kingdom**.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

17. Property owner's liability

Any liability that arises from **you** occupying **your home** is not covered under this section but is included in Section 8 – **Contents** if **you** have bought that cover.

We don't cover:

- a. any cost or expense **we** have not agreed in writing;
- b. death or injury (including illness or disease) to any person who is working for **you** or is a member of **your family**;
- c. any claim arising directly or indirectly from passing on a **contagious disease** or virus;
- d. loss of or **damage** to **property** which **you** or **your family** own or are responsible for;
- e. any claim arising out of using **your property** for any trade, profession, employment or business;
- f. loss or **damage** arising out of any lift which **you** are responsible for maintaining;
- g. any claim where **you** are entitled to cover under any other insurance;
- h. the cost of putting right any fault or alleged fault;
- i. any liability **you** have under an agreement if **you** would not have that liability if the agreement did not exist.
- j. any liability arising out of any criminal or violent act to another person
- k. any **damage**, accidental death or bodily injury arising directly or indirectly out of **your** ownership, possession or use of any animal except **your** domestic pets so long as they are not dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation

OPTIONAL COVER FOR YOUR BUILDINGS

The following covers are included only if they are shown in your schedule

Additional accidental damage to the buildings

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

1. Accidental damage

If **you** have asked for this cover, **we** will pay for **accidental damage** to **your buildings**.

2. Accidental damage to glass and sanitary fittings

We cover additional loss or **damage** up to **sum insured** for:

- a) the cost of **repairing** or replacing any fixed panes of glass, ceramic hobs built into kitchen worktops and glass oven doors if they're accidentally broken, as long as these are permanent fixtures in **your home**.
- b) the **repair** or replacement of baths, toilets, bidets, sinks/basins and showers which are accidentally broken.

3. Accidental damage to solar panels

We cover loss or **damage** for:

- a) the **repair** or replacement of solar panels which are accidentally broken.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

1. Accidental damage

We don't cover:

- a. loss or **damage** caused by domestic pets, including chewing, scratching, tearing or fouling;
- b. loss or **damage** caused by vermin, insects, parasites, woodworm, fungus, wet rot, dry rot or atmospheric conditions;
- c. loss or **damage** caused by frost;
- d. loss or **damage** as a result of any alterations, extensions, renovations or repairs to the **buildings**, including settlement or shrinkage of **buildings**;
- e. the cost of normal maintenance or routine decoration;
- f. loss or **damage** as a result of mechanical or electrical breakdown or failure;
- g. loss or **damage** which is specifically excluded from covers 1 to 10 under this Section 7;
- h. loss or **damage** while the **buildings** are **unoccupied** or unfurnished; and
- i. loss or **damage** caused by someone that **you** lend or rent all or part of **your home** to.
- j. loss or **damage** caused by or contributed to by or arising from any kind of pollution and/or contamination

2. Accidental damage to glass and sanitary fittings

We don't cover:

- a) loss or **damage** caused by chipping, denting or scratching;
- b) **damage** to window frames and door frames;
- c) **damage** to **property** which was not maintained in a good state of repair;
- d) malicious **damage** caused by you, **your family** or anyone who is lawfully in **your home**; and
- e) loss or **damage** while the **buildings** are **unoccupied** or unfurnished.

3. Accidental damage to solar panels



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

4. Accidental damage to mains services

We will pay the costs of **repairing accidental damage** to underground pipes, tanks, cables and services (including their inspection covers) that reach from the **buildings** to the public supply and septic tanks, which **you** are legally responsible for.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

4. Accidental damage to mains services

We don't cover:

- a) loss or **damage** due to wear and tear or gradual deterioration;
- b) loss or **damage** caused by gradual deterioration which means an installation has reached the end of its useful life;
- c) cleaning blocked drains or sewer pipes unless the blockage is caused by **damage** to the drains themselves; and
- d) **damage** to pitch fibre pipes caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.

Exclusions that only apply to this Optional Cover:

- a) **We** don't cover **accidental damage** within the first calendar month of the start of **your policy**.
- b) The maximum number of **claims** per year is limited to 2 **claims**



SECTION 8 – CONTENTS COVER

Contents cover is included if it is shown in your schedule.

We will pay up to the **sum insured** for any **contents** shown in **your schedule** which belong to **you** or **your family**, or which **you** or **your family** are legally responsible for, against loss or **damage** directly caused by the following covers. The loss or **damage** must take place at **your property** during the **period of insurance**.

We do not cover the amount of the **excess**, as shown in **your schedule** or as shown in this Section 8.

The amounts shown below are the most we will pay.

Sums insured

- a) **Contents** – up to the **contents sum insured** shown in **your schedule**.
- b) Unspecified **valuables** – 30% of **sum insured** or the amount shown in **your schedule**, whichever is higher. The most we will pay for any single unspecified valuable is £2,000.
- c) Specified **valuables** – if **you** have specified any **valuables**, these will be shown in **your schedule**. If **you** have not specified any **valuables** that are more than £2,000, they will not be insured. The maximum amount these **valuables** can be insured is £20,000

Policy limits

- a) **Business equipment** – up to £2,000 for any one loss.
- b) **Contents** at the university – up to £1,000 for any one loss.
- c) **Pedal cycles** in **your home** or in the open within the boundaries of **your property** – up to £500 for any one loss, or the amount shown in **your schedule**, whichever is higher.
- d) **Money** in the **home** – up to £250 for any one loss.
- e) **Contents** in the open within the boundaries of **your property** – up to £1,000 for any one loss.
- f) **Contents** in **outbuildings** within the boundaries of **your property** – up to £2,500 for any one loss.

Please see the relevant cover below for full details of any limits and exclusions that apply.

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

1. Fire, smoke, explosion, lightning or earthquake

We will cover loss or **damage** caused by fire, smoke, explosion, lightning or earthquake.

2. Flood

We will cover loss or **damage** caused by **flood**.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

1. Fire, smoke, explosion, lightning or earthquake

We don't cover:

- a) loss or **damage** from smoke caused by smog, emissions from agricultural or industrial operations or anything that happens gradually from repeated exposure.
- b) Tobacco burns, unless accompanied by flames
- c) Smoke from fireplaces.
- d) Heat distortion, unless accompanied by flames

2. Flood

We don't cover:

- a) **contents** in the open;
- b) loss or **damage** caused by frost;
- c) loss or **damage** to radio and television aerials or satellite dishes, and their fittings and masts;
- d) loss or **damage** caused by rising water table levels (the level below which the ground is completely saturated with water); and
- e) anything that happens gradually.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

3. Storm

We will cover loss or **damage** caused by **storm**.

4. Escape of water or oil

We will cover loss or **damage** caused by:

- a) escape of water from any:
 - fixed domestic water installation;
 - heating system (including radiators and boilers);
 - washing machine, dishwasher, fridge or freezer;

at **your property**; or

- b) water freezing in tanks, apparatus and pipes at **your property**; or
- c) escape of oil from any fixed domestic oil installation at **your property**.

Loss of water or oil

We will also pay up to £500 in any **period of insurance** for accidental loss of metered water or domestic heating oil following a successful claim for loss or **damage** under this cover 4.

5. Theft or attempted theft

We will cover loss or **damage** to **your contents** while they are in **your home** if:

- a) this was caused by theft or attempted theft following forced and violent entry to **your home**; or
- b) deception has been used to gain entry to **your home**.

6. Collision damage

We will pay for loss or **damage** to **your contents** after being hit by:

- a) an animal, vehicle or train; or
- b) aircraft or other flying device (or any items dropped from these).

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

3. Storm

We don't cover:

- a) **contents** in the open;
- b) loss or **damage** caused by frost;
- c) loss or **damage** to radio and television aerials or satellite dishes, and their fittings and masts; and
- d) anything that happens gradually.

4. Escape of water or oil

This cover is included under both Section 7 – **Buildings** cover and Section 8 – **Contents** cover. If both sections are in force, **we** will only pay under one section.

We don't cover:

- a) the first £500 of every claim, unless **your schedule** says otherwise;
- b) loss or **damage** to the apparatus or pipes the water or oil has escaped from;
- c) loss or **damage** caused by a gradual water or oil leak;
- d) loss or **damage** caused by sealant or grout failing to work properly or by an inappropriate sealant or grout being used;
- e) loss or **damage** caused by water overflowing as a result of taps being left on in sinks, baths and other sanitary fittings; and
- f) loss or **damage** while **your home** is **unoccupied** or unfurnished.

5. Theft or attempted theft

We don't cover:

- a) theft or attempted theft by any person who is lawfully in **your home** (e.g. lodgers, paying guests or tenants);
- b) theft or attempted theft when **your home** or any part of it is lent, let or sublet to someone who is not a member of **your family**, unless there's **damage** to the building during the break-in;
- c) loss or **damage** to **contents** in an outbuilding that is not within the boundaries of **your property**;
- d) any loss or **damage** to a pedal cycle which happens outside the boundaries of **your property**;
- e) any amount over £2,500 for any **contents** kept in **outbuildings** within the boundaries of **your property**; and
- f) loss or **damage** while **your home** is **unoccupied** or unfurnished.

6. Collision damage

We don't cover:

- a) loss or **damage** caused by domestic pets.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

7. Riot

We will cover loss or **damage** caused by a riot. **you** need to report the **damage** to the police within seven days.

8. Vandalism

We will cover loss or **damage** caused by vandals.

9. Subsidence, heave, landslip

We will cover loss or **damage** caused by:

- a) **subsidence** and **heave** of the site **your buildings** stand on; or
- b) **landslip**.

10. Falling objects

We will cover loss or **damage** caused by:

- a) falling telegraph poles, lamp posts, fixed aerials, satellite dishes, fixed solar panels and masts; or
- b) falling trees and branches.

We will also pay the cost of removing the fallen item which has caused the loss or **damage**.

11. Emergency access

We'll cover up to £500 the cost of **damage** to **your home** or garden items caused by the **emergency** services while they're getting into **your home** to deal with an **emergency**. By garden items, **we** mean flowerbeds, hedges, lawns, potted plants, shrubs or trees outside **your buildings** but within the boundaries of **your home**.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

7. Riot

Any loss or **damage** caused by a person who is lawfully in the boundaries of **your home**

8. Vandalism

We don't cover:

- a) vandalism by any person who is lawfully in **your home**; and
- b) loss or **damage** while **your home** is **unoccupied** or unfurnished.

9. Subsidence, heave, landslip

We don't cover:

- a) the first £1000 of every claim unless **your schedule** says otherwise
- b) loss or **damage** caused by erosion of any coast or riverbank;
- c) loss or **damage** caused by alterations, extensions, renovations, demolitions or structural **repairs**;
- d) normal settlement, shrinkage or expansion;
- e) loss or **damage** that was caused before this **policy** started;
- f) costs to **repair** the original cause of the **subsidence** (for example, removing trees);
- g) loss or **damage** caused by the movement of solid floors, unless the foundations beneath the external walls of the main building which **you** live in are **damaged** at the same time and by the same cause;
- h) loss or **damage** to **contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**; and
- i) **your contents** where **you** are entitled to compensation from another person or organisation.

10. Falling objects

We don't cover:

- a) loss or **damage** caused by maintenance to trees;
- b) loss or **damage** to the falling items themselves;
- c) the cost of removing any part of a tree that remains below ground;
- d) the cost to remove the item unless **damage** has been caused to **your contents** by its fall; and
- e) loss or **damage** caused by household pets.

11. Emergency access



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

12. Alternative accommodation

We will pay up to £20,000:

- a) for the reasonable and necessary costs for alternative accommodation for **you** and **your family**; and
- b) if **you** cannot stay in **your home** because **your home** has become unfit for living in following loss or **damage** that is insured by this section.

When **we** say **your home** has become unfit for living, **we** mean that there are no toilet, bathroom or cooking facilities, or continuing to stay in **your home** poses a risk to **you** and **your family**.

How much **we** will pay for alternative accommodation will depend on **your family's** needs and **you** must agree the costs with **us** before **you** pay.

13. Freezer and fridge contents

We will pay up to £250 per incident to replace any food in **your** freezer or fridge that is lost or **damaged** by:

- a) a change in temperature within the appliance; or
- b) contamination by refrigerant or refrigerant fumes.

The freezer or fridge must be in **your home** and **you** or **your family** must own or be responsible for it.

14. Credit card liability

We will pay up to £1,000 per incident to cover any liability **you** or a member of **your family** has under the terms of any personal **credit cards** following unauthorised use after they are lost or stolen. **We** will provide cover anywhere in the **United Kingdom** and for up to 60 days elsewhere in the world during a temporary visit during the period of insurance.

15. Contents in the open and within the boundaries of your home

We will pay up to £1,000 per incident for loss or **damage** to **contents** (not including **pedal cycles**) which are in the open or under a carport within the boundaries of **your property** caused by covers 1, 4 to 12, also Option A – **Accidental damage** to **your contents** if **you** have selected that cover.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

12. Alternative accommodation

This cover is included under both Section 7 – **Buildings** cover and Section 8 – **Contents** cover. If both sections are in force, **we** will only pay under one section.

We don't cover:

- a) losses **you** suffer more than 12 months after the date that **your home** became unfit for living in; and
- b) costs for alternative accommodation for any of **your** pets.

If **we** reject a claim for **damage** to **your buildings** under another part of this **policy**, then **you** won't be able to claim for rent or alternative accommodation

13. Freezer and fridge contents

We don't cover:

- a) food used only for trade, business or professional purposes; and
- b) loss or **damage** caused by something **you** have done deliberately or any electricity or gas company cutting off or restricting **your** supply, including strikes or any other industrial action.

14. Credit card liability

We don't cover:

- a) any loss if **you** have not kept to the terms and conditions that apply to the credit card;
- b) any loss **you** do not report to the card-issuing company and the police within 24 hours of discovering the card is missing;
- c) any loss as a result of unauthorised use by a member of **your family** or a person living with **you**;
- d) loss caused by a mistake, neglect or accounting error;
- e) fall in currency value; and
- f) any **credit cards** that are not for social and domestic purposes.

15. Contents in the open and within the boundaries of your home

We don't cover:

- a) loss or **damage** to **valuables, money, credit cards** or business equipment;
- b) loss or **damage** to plants, trees, flowers and shrubs in moveable pots or containers caused by the weight of snow;
- c) loss or **damage** caused by **storm, frost or flood**;
- d) theft of **pedal cycles** unless they are securely locked to a solid object which cannot be moved; and
- e) loss or **damage** which happens while **your home** is **unoccupied** or unfurnished.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

16. Visitors' personal belongings

We will pay up to £1,000 per incident for loss or **damage** to visitors' personal belongings while the belongings are in **your home**, if the loss or **damage** is caused by covers 1 to 10.

By personal belongings, **we** mean clothes and jewellery, or any everyday items carried by **your** guests.

18. Weddings, birthdays and religious festivals

We will cover up to £3,000 to cover gifts bought or received for special occasions, as long as the occasion falls within the period of insurance:

- a) during the month of any religious festival that **you** celebrate;
- b) for 30 days before and after a **wedding** day, engagement party or civil partnership for **you** or a member of **your family**; or
- c) for 14 days before and after **you** or a member of **your family** have a birthday or give birth.

Please note that this change won't increase the limits to individual sections of this **policy** or **your valuables** limit.

19. Replacing locks and keys

We will pay up to £1,000 per incident for replacing locks and keys to:

- a) external doors and windows of **your home**;
- b) safes within **your home**; or
- c) an alarm protecting **your home**;

if the keys to the locks are stolen or lost in the **United Kingdom**, or if the locks are **damaged**.

20. Tenant's liability (applies if the buildings are rented)

We will pay up to £20,000 for any defence cost of any one claim or series of claims arising from any one event, towards amounts which **you** or **your family** become legally liable to pay under the terms of **your** tenancy agreement, as a tenant of **your home**, not as the owner or the landlord, resulting from loss or **damage** to the **buildings** caused by any of the covers 1 to 13 described under Section 7 - **Buildings** cover within this **policy**.

21. Plants and Shrubs

We will cover loss or **damage** up to £1000 caused to plants, trees, flowers and shrubs.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

16. Visitors' personal belongings

We don't cover:

- a) items covered by another insurance **policy**;
- b) and loss or **damage** specifically excluded under covers 1 to 10.

18. Weddings, birthdays and religious festivals

- a) loss or **damage** specifically excluded under covers 1 to 10.

19. Replacing locks and keys

This cover is included under both Section 7 – **Buildings** cover and Section 8 – **Contents** cover. If both sections are in force, **we** will only pay under one section.

20. Tenant's liability (applies if the buildings are rented)

We don't cover:

- a) loss or **damage** which is excluded under any of covers 1 to 12 described under Section 7 - **Buildings** cover within this **policy**;
- b) anything which happens gradually as a result of **damage** caused by smoke;
- c) the cost of normal maintenance or routine decoration;
- d) loss or **damage** to gates, fences, hedges, boundary and garden walls;
- e) loss or **damage** caused by any person acting maliciously; and
- f) loss or **damage** while the **buildings** are **unoccupied** or unfurnished.

21. Plants and Shrubs

We don't cover:

Plants, trees, flowers and shrubs that are placed in moveable pots or containers.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

22. Downloads and Computer Files

We will cover loss or **damage** up to £250 for anything that **you** or **your family** have legally downloaded and stored on a computer or other device if it's lost, stolen or **damaged**.

For example, if **your** laptop gets **damaged** in a **flood** and **you** lose all the films and music you've downloaded, **we**'ll pay for the cost of replacing them.

23. Personal liability and your liability as occupier of the home

We will pay up to £2,000,000 for any one claim, or series of claims arising from any one event, towards amounts **you** and **your family** legally have to pay as the owner of the **contents**, the occupier of **your property** or a private individual for:

- a) compensation for accidental death or injury to any person that happens during the period of insurance;
- b) compensation for accidental loss of or **damage** to someone else's **property** that happens during the period of insurance; and
- c) any costs and expenses **you** have to pay in connection with defending any claim, provided that **you** get **our** written permission beforehand.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

22. Downloads and Computer Files

We don't cover:

- a) any **software** or information used for business purposes;
- b) **damage** caused by **computer viruses**.
- c) And loss caused by accidentally deleting or mislaying files.

23. Personal liability and your liability as occupier of the home

We don't cover:

- a) any cost or expense **we** have not agreed in writing;
- b) death or injury (including illness and disease) to any person who is working for **you** or is a member of **your family**;
- c) any claim arising directly or indirectly from passing on a **contagious disease** or virus;
- d) loss of or **damage to property** which **you** or **your family** own or are responsible for;
- e) any claim arising out of any trade, profession, employment or business;
- f) any claim arising out of owning, possessing or using:
 - any mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motorcycles, models, ride-on toys and off-road vehicles such as quad bikes), other than domestic garden equipment while it is being used within the boundaries of **your property** and golf trolleys which are controlled by someone on foot;
 - any watercraft, aircraft or other flying device (such as drones); or
 - a caravan;
- g) any claim arising out of owning:
 - any animal other than cats or dogs;
 - any cats or dogs that are not normally kept as pets in the **United Kingdom**;
 - any dogs listed as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010, or any amendments to these acts; or
 - any dog that is dangerously out of control under the Dangerous Dogs Act or for which legal action has already been taken;
- h) any claim brought in a court outside the **United Kingdom**;
- i) any claim where **you** are entitled to cover under any other insurance; and
- j) any liability **you** have under an agreement if **you** would not have that liability if the agreement did not exist.
- k) any liability arising in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days.



ADD-ON COVER FOR YOUR CONTENTS

The following covers are included only if they are shown in your schedule

Option A – Accidental damage to your contents

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

1. Accidental damage to your contents

If **you** have asked for this cover, **we** will pay up to £10,000 for **accidental damage** to **contents** while they are in your **home**.

2. Accidental damage to mirrors or glass

We will pay for accidental **damage** to mirrors, fixed glass in furniture and ceramic hobs while in your **home**.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

1. Accidental damage to your contents

We don't cover:

- a) **contents** not inside **your home**;
- b) loss or **damage** to **money**, clothing, food and drink;
- c) loss or **damage** to contact or corneal lenses;
- d) any loss or **damage** caused to hearing aids while **you** are swimming or bathing;
- e) loss or **damage** which happens gradually or is caused by normal wear and tear, or loss of value;
- f) loss or **damage** caused by domestic pets, including chewing, scratching, tearing or fouling;
- g) loss or **damage** caused by vermin, insects, parasites, woodworm, fungus, wet rot or dry rot;
- h) loss or **damage** caused by frost, corrosion, effects of sunlight, atmospheric or climatic conditions;
- i) loss or **damage** as a result of dyeing, cleaning, restoring or dismantling an item or carrying out **repairs**, alterations or renovations;
- j) loss or **damage** as a result of mechanical or electrical breakdown or failure;
- k) loss or **damage** to pedal cycle tyres caused by cuts, bursts or punctures;
- l) loss of or **damage** to pedal cycle accessories or removable parts unless they are stolen with the pedal cycle or unless the pedal cycle is **damaged** at the same time;
- m) **damage** caused by **you** not following the manufacturer's guidelines on using or storing the item or using suitable accessories;
- n) loss or **damage** specifically excluded under covers 1 to 10 in this Section 8; and
- o) loss or **damage** while **your home** is **unoccupied** or unfurnished.
- p) Loss or **damage** caused by paying guests

2. Accidental damage to mirrors or glass

We don't cover:

- a) loss or **damage** caused by chipping, denting or scratching;
- b) **damage** to **property** which was not maintained in a good state of **repair**;
- c) malicious **damage** caused by you, **your family** or anyone who is lawfully in **your home**; and
- d) loss or **damage** while **your home** is **unoccupied** or unfurnished.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

3. Accidental damage tablets, laptops and mobile phone

We will pay for **accidental damage** to tablets, laptops and mobile phones while in **your home**.

4. Accidental damage due to spilling red wine on sofas

We will pay for **accidental damage** due to spilling red wine on sofas.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

3. Accidental damage to tablets, laptops and mobile phones

We don't cover:

- a) loss or **damage** caused by chipping, denting or scratching;
- b) **damage** to **property** which was not maintained in a good state of **repair**;
- c) malicious **damage** caused by you, **your family** or anyone who is lawfully in **your home**; and
- d) loss or **damage** while **your home** is **unoccupied** or unfurnished.

4. Accidental damage due to spilling red wine on sofas

- a) loss or **damage** caused by chipping, denting or scratching;
- b) **damage** to **property** which was not maintained in a good state of **repair**;
- c) malicious **damage** caused by you, **your family** or anyone who is lawfully in **your home**; and
- d) loss or **damage** while **your home** is **unoccupied** or unfurnished.

Exclusions that only apply to Optional A:

- a) We don't cover **accidental damage** within the first calendar month of the start of **your policy**.
- b) The maximum number of claims per year is limited to 2 claims



Option B – Personal Possessions

The following covers are included only if they are shown in your schedule

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

Personal Possessions

We will cover up to £2,000 per item for loss, theft, **damage** or **accidental damage** to **your personal possessions** while they are:

- a) temporarily away from **your home** anywhere within the **United Kingdom** for up to 60 consecutive days, or
- b) temporarily away from **your home** anywhere in the rest of the world for up to 60 consecutive days up to £1,000.

This includes cover for:

- a) **personal possessions** stolen from an unattended vehicle, if the vehicle is locked and **your personal possessions** are hidden from view in a closed glove compartment or locked boot,
- b) loss or **damage** to cycle tyres and accessories, if the cycle is lost or **damaged** at the same time,
- c) the theft of an unattended cycle, if it is in a locked building or secured with a bike lock to an immovable object, and
- d) theft or loss of **money**, if the **money** is carried by you, or **you** have left it in a secure place, anywhere in the world. **You** must report the theft or loss to the police within 24 hours.

The maximum amount insured for **personal possessions** is £10,000.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

Personal Possessions

We don't cover the amount of any **excess** shown in **your schedule**. Anything already excluded under Section 6 (General Exclusions) of this **policy** wording.

- a) Breakage of any sports equipment while in use.
- b) Breakage of musical instruments while in use or being carried to and from a venue unless suitably stored within a protective case.
- c) Loss or **damage** resulting from fraudulent calls or use of data in the case of mobile phones and connected devices.
- d) Loss or **damage** to a cycle arising from theft, when at the time of the loss it was not in a locked building or if outside, both wheels and the frame were not secured with a bike lock to an immovable object.
- e) Loss or **damage** to cycles whilst racing.
- f) Loss or **damage** to cycles while being used professionally.
- g) Loss or **damage** to cycles occurring outside of the **United Kingdom**.
- h) Loss of **money** caused by mistake (e.g., someone short-changing **you**).
- i) Loss of **money** caused by loss in value.
- j) Loss of **money** because it is confiscated by HM Customs or other officials.
- k) Loss, theft or **damage** of **your** personal belongings, **your** bicycles or **your money** while it has been entrusted to a third party.



SECTION 9 – ADD-ON COVER: HOME EMERGENCY

This section of your policy applies if you have chosen the Home Emergency cover, and this is shown in your schedule.

Definitions

The following definitions in bold type only apply to this section of the policy.

authorised repairer

A tradesperson appointed by us to assess your claim, and to carry out a temporary or permanent **emergency repair** or prevent further **damage**.

beyond economic repair

Where in the opinion of our **authorised repairer** the cost of **repair** is more than the **repair** cost of replacement.

call out

Sending an **authorised repairer** or suitably qualified **repairer** out to **your home** after **you** ask for **emergency assistance**, even if **you** then cancel **your** request.

electrical supply

The permanent electrical wiring system supplying power to **your home** from the mains service through **your** electricity supply meter.

emergency

A sudden and unexpected event occurring at **your home** which, if not dealt with quickly will, in the reasonable opinion of the **helpline**:

1. render the **home** unsafe or unsecured,
2. **damage** or cause further **damage** to the **home**,
3. cause personal risk to **you**, or
4. cause a health and safety risk to others.

emergency assistance

Access to our **helpline**, a **call out** and any **repair** required to resolve an **emergency** and, where specified below, the cost of temporary accommodation during that **emergency**.

helpline

You can reach our **emergency helpline** under **0190 830 2031** and find more details in Section 4.

main source of heating

The main hot water or central heating system in **your home** including:

1. one domestic boiler,
2. any controls forming part of the boiler,
3. the controls, central heating pump, hot water cylinder, room thermostat and radiators.

pest

1. Wasps' nests,
2. Hornets' nests,
3. Mice,
4. Rats, and
5. Grey squirrels.

repair

The labour, parts and materials required for an **authorised repairer** to make reasonable efforts during a visit to **your home** to complete a temporary **repair** to limit or prevent **damage**, or if at similar expense, the cost of completing a permanent **repair**.

What's covered:

We will provide up to £2,000 the cover set out in this section as long as the date of occurrence of the insured incident is during the **period of insurance** and within the territory mentioned.

What's not covered:

The amount of any **excess** shown in **your schedule**. Anything already excluded under Section 6 (General Exclusions) of this **policy** wording.

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

1. External water supply pipes

An **emergency** involving a blockage, collapse or leakage of the water supply pipe anywhere from and including the main stopcock for **your home** up to where it is connected to the public water main or communication pipe, provided that **you** are legally responsible for this section of pipe.

2. Plumbing and drainage

An **emergency** involving:
 a. internal plumbing and drainage, or
 b. underground external drainage for which **you** are legally responsible.

3. Heating

The failure of the **main source of heating** in **your home**.

4. Electrical supply

The failure of the **electrical supply** to **your home**.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

1. External water supply pipes

We don't cover:
Emergency accommodation required because of a water supply pipe blockage, collapse or leakage occurring out-side the boundary of **your home**.

2. Plumbing and drainage

We don't cover:

- a) The cost of **repair** to the underground water supply to **your home**.
- b) More than **your** share of the cost of **emergency assistance** if **your home** is a flat or maisonette.
- c) The cost of replacing pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or part of **your** central heating.

3. Heating

We don't cover:

- a) **Repair** to leaks from any gas pipe or gas-fired appliance.
- b) **Repair** to a boiler that is **beyond economic repair**.
- c) Replacement of **your main source of heating**.
- d) **Repair** to **your** cold-water supply tank, its supply and outlet.
- e) **Repair** to water supply pipes to or from:
- f) your hot water cylinder, or any gas appliance.
- g) **Repair** to bleed or clear the airlocks of any radiators.
- h) Removal of asbestos connected to any **repair**.

4. Electrical supply

We don't cover:

- a) **Repair** requiring any temporary electrical wiring.
- b) **Repair** involving wiring that is outside **your home**.
- c) **Repair** to the **electrical supply** to **outbuildings** or garages that aren't attached to **your home**.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

5. Emergency gas supply

Leakage of the internal gas supply pipe in **your home**. **Our** assistance will only be provided once the National Gas **Emergency** Service has attended and isolated the leak.

6. Security, roofing, lost keys & pests

- a) Security and Roofing: **We** will arrange an **emergency repair** to make **your home** safe and/or prevent further loss or **damage** in the event of **damage** or failure to the roof, external lock, door or window.
- b) Lost keys: **We** will assist **you** to gain access to **your home** if **you** lose the only available key to **your home**, when **you** are unable to replace it or gain normal access
- c) **Pest** infestation: **We** will assist **you** to remove any **pest** infestation inside **your home**.

7. Emergency accommodation

In the event that **your home** becomes uninhabitable overnight as a result of an **emergency** covered under this section, **we** will pay the cost up to £1,000 of suitable alternative accommodation for one night for **you** as set out in **your schedule**.

Exclusions that only apply to Section 9

- a) **Emergency assistance** while the **home** is left **unoccupied**.
- b) **Emergency assistance** relating to an event which is not an **emergency**.
- c) General maintenance work.
- d) **Repair** to any system that has not been regularly maintained or serviced.
- e) **Emergency assistance** relating to disconnection from, or interruption to, the public supply of gas or water or electricity to **your home**.
- f) **Emergency assistance** relating to poor workmanship or design defect.
- g) Any **repair** that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the **repair**.
- h) Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration.
- i) Replacement of bespoke or designer radiators or towel rails.
- j) **Emergency assistance** relating to any boiler or heating system that has not been serviced in line with manufacturer's recommendations.
- k) Improvements, including work that is needed to bring an insured item up to current standards.
- l) Any **damage** reasonably caused by the **authorised repairer** in gaining access in order to effect an **emergency repair**.
- m) **Repair** required due to failure to install properly or in line with manufacturers' guidelines.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

5. Emergency gas supply

We don't cover:

- a) Temporarily frozen pipes where there is no permanent **damage**.
- b) Systems not installed correctly by an appropriately qualified person, or which do not conform to any governing Gas Safe regulation or requirements.
- c) Pipes outside the boundary of **your home**.

6. Security, roofing, lost keys & pests

We don't cover:

- a) **Pest** infestations of any outbuilding, or any other part of **your home** which is not part of **your main home**, or where the living areas of the **home** are not affected.,
- b) **Repair** to **damage** caused by **pests**.
- c) **Emergency assistance** relating to loss of keys to the main **home** if a duplicate set exists.
- d) **Emergency assistance** relating to loss of keys for any outbuilding, garage or shed which is not part of the main **home**.
- e) **Emergency assistance** relating to failure of any internal doors and/or window lock.
- f) **Repair** of electronic units powering garage doors.

7. Emergency accommodation



SECTION 10 – ADD-ON COVER: LEGAL PROTECTION

This section of your policy applies if you have chosen the Legal Protection cover and this is shown in your schedule.

Definitions

The following definitions in bold type only apply to this section of the policy.

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.

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** and confirmed in writing to **us**.

adviser's costs

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

costs

1. All properly incurred, reasonable and proportionate fees, expenses and disbursements charged by the **adviser** and agreed by **us**. Legal fees and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
2. The fees incurred by **your** opponent that **you** are ordered to pay by a court and any other fees **we** agree to in writing.

date of occurrence

1. For personal injury, clinical negligence, employment disputes, contract disputes, defence of civil action against **you** for unlawful discrimination, jury service and court attendance, the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases, when **you** began or are alleged to have begun to break the criminal law in question.
3. For tax cases, when HM Revenue & Customs first notifies **you** in writing of the intention to make enquiries.

injury

Your bodily injury or death, or any disease, illness or shock suffered by **you**.

legal action

1. The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.
2. The defence of criminal prosecutions to do with **your** employment.

reasonable prospects

The prospects that **you** have at least 51% chance of:

1. recovering losses or damages (or obtain any other legal remedy that **we** have agreed to, including enforcement of a judgment),
2. making a successful defence, or
3. make a successful appeal or defence to an appeal.

territory

For injury: an injury occurring anywhere in the world, but where legal proceedings are issued relating to that injury, they must be issued in the **United Kingdom** only.

For all other **legal actions**: **United Kingdom** only.



What's covered:

We will provide up to £50,000 the cover set out in this section as long as:

- 1. the **date of occurrence** of the insured incident is during the **period of insurance** and within the **territory**,
- 2. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territory**, and
- 3. **reasonable prospects** exist for the duration of the claim.

What's not covered:

The amount of any **excess** shown in **your schedule**. Anything already excluded under Section 6 (General Exclusions) of this **policy** wording.

WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

1. Personal injury

- a) **We** will pay costs incurred in bringing a **legal action** against a third party for an incident which causes physical bodily injury to **you**, or **your** death.
- b) **We** will only pay costs for claims relating to mental health if they result from an accident that also causes physical bodily injury to **you**.

2. Clinical negligence

- a) **We** will pay costs where negligent surgery, clinical or medical procedure or treatment leads to physical bodily injury to **you**, or **your** death.
- b) **We** will only pay costs for claims relating to mental health if they result from negligent surgery, clinical or medical procedure or treatment that also causes physical bodily injury to **you**.

3. Employment disputes

- a) **We** will pay **costs** for any dispute **you** have with **your** current or former employers which is the subject of a claim to an Employment Tribunal.
- b) **We** will only pay the **costs** of defending **your** legal rights in claims against **you** where **you** are defending a counterclaim.
- c) **We** will only pay the **costs** relating to settlement agreements if **you** are also in a position to make an Employment Tribunal claim.

4. Home rights

Advisers' costs to pursue a **legal action** for:

- a) nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main **home**.
- b) financial compensation for damages against a person or organisation that causes physical **damage** to **your** main home or **your** personal effects.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

1. Personal injury

We don't cover:

- a) claims regarding illness or injury that develops gradually or is not caused by a specific or sudden accident,
- b) defending **your** legal rights in claims against **you**.

2. Clinical negligence:

We don't cover:

- a) claims for negligent surgery, clinical or medical procedures, or treatment that occurred before **your policy** started,
- b) any alleged failure to correctly diagnose **your** condition.

3. Employment disputes

We don't cover:

- a) any disciplinary, investigatory or grievance procedures within the company **you** work for, or any appeals against the outcomes of these procedures,
- b) redundancy consultations,
- c) disputes that start in or are transferred to the county court or high court or the equivalent courts in the **territory**.

4. Home rights

We don't cover:

- a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- b) arising from divorce or matrimonial matters;
- c) where the **property damage** was caused before **you** first purchased this insurance.



WHAT IS INSURED AND WHAT WE PAY CLAIMS FOR

5. Identity theft

In respect of an insured incident arising from a person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act, identity fraud.

You are covered for **advisers'** costs to defend **your** legal rights and/or take reasonable steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** allege to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered into the contract and allege that **you** have been the victim of identity fraud.

6. Legal defence

- a) **We** will cover the **costs** of claims arising from **you** carrying out **your** normal duties of work as an employee that led to:
 - your being prosecuted in a criminal court within the territory,
 - civil action being taken against **you** for unlawful discrimination.
- b) **we** will cover the **costs** to defend **you** if **you** are being prosecuted for an offence connected with using or driving a motor vehicle. **You** must send **us** a copy of **your** summons within 7 days of receiving it.

7. Jury service and court attendance

We will pay **your** salary or wages for each complete half day **you** carry out jury service if **you** can't claim them back from the court or **your** employer.

8. Tax

We will represent **you** in any appeal proceedings following a full enquiry into **your** personal income tax position by HM Revenue & Customs.

- This cover only applies if **you** have:
- maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty, or
 - provided all information that HM Revenue and Customs reasonably required.

For all insured incidents we will help in appealing or defending an appeal as long as you tell us within the time limits allowed that you want us to appeal and only if we find that the appeal can be reasonably defended.

WHAT IS NOT INSURED AND WHAT WE DON'T PAY CLAIMS FOR

5. Identity theft

- We** don't cover:
- a) where **you** have not been the victim of identity fraud
 - b) where **you** did not take action to prevent further instances of identity fraud following an insured incident
 - c) where the identity fraud has been carried out by somebody living with **you**.
 - d) for costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

You must agree to be added to the CIFAS Protection Register if **we** recommend it.

6. Legal defence

- We** don't cover:
- a) prosecutions resulting from drink- or drug-related offences,
 - b) Prosecutions relating to **you** having driven a motor vehicle without valid motor insurance.
 - c) Prosecutions related to driving licences or vehicle documentation.
 - d) Parking or vehicle obstruction offences.

7. Jury service and court attendance

Any claim if **you** are unable to prove **your** loss.

8. Tax

- a) where **you** are self-employed, a sole trader or in a business partnership,
- b) any case dealt with by Special Civil Investigations Office, or any other special office of HM Revenue & Customs.



Conditions to this Section

Claims

1. **You** must notify us as soon as reasonably possible once **you** become aware of the claim, the incident, or an incident which might give rise to a claim.
2. **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.
3. **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 costs in excess of **our advisers' costs**. The **adviser** must represent **you** in accordance with our standard conditions of appointment available on request.
4. The **adviser** will:
 - a. provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained,
 - b. keep **us** fully advised of all developments and provide such information as **we** may require,
 - c. keep **us** advised of **advisers' costs** incurred,
 - d. advise **us** of any offers to settle and payments into 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,
 - e. submit bills for assessment or certification by the appropriate body if requested by **us**, and
 - f. attempt recovery of costs from third parties.
5. In the event of a dispute arising as to **advisers' costs**, **we** may require **you** to change **adviser**.
6. **We** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are **reasonable prospects**.
7. **You** shall supply all information requested by the **adviser** and **us** at **your** own expense.
8. **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**.
9. **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.

Prospects of success

At any time, **we** may, but only when supported by independent legal advice, form the view that **you** do not have **reasonable prospects** of winning or defending the case and achieving a positive outcome. If so, **we** may decline support or any further support.

Exclusions to this section

There is no cover where:

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

There is no cover for:

1. The **date of occurrence** is outside of the **period of insurance**.
2. Any **costs** incurred before **our** written acceptance of the claim.
3. Claims made by or against **your** insurance adviser, the **insurer** or **Getsafe**.
4. Defending **legal actions** arising from anything **you** did deliberately or recklessly
5. **Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

There is no cover for any claim arising directly or indirectly from

1. A dispute between **you** and someone **you** live with or have lived with.
2. **Your** business, trade or profession other than as an employee.
3. An application for a judicial review.
4. Defending or pursuing new areas of law or test cases.



SECTION 11 - DATA PROTECTION

*We are committed to protecting **your** personal information and complying with applicable data protection regulations when delivering **our** services.*

GETSAFE

In respect of the European General Data Protection Regulation ("GDPR"), as a data controller, **we** collect and process information about **you** from a variety of sources, in order to meet **our** obligations to you, for example: to register **you** as a new user of the **Getsafe** app, set **you** up as a new customer and to provide insurance services to you. **Your** information is also used for business purposes such as fraud prevention and to allow **you** to participate in interactive features of the services **we** offer.

Our use of the information may involve sharing **your** personal information with, and obtaining information about **you** from, the **insurer**, the claims administrator, a broker and other insurance market participants, credit reference agencies, fraud prevention agencies, government agencies and regulators, professional advisors and payment service providers, who may be outside of the European Union. **We** will take steps to ensure that **your** information is held securely by those organisations.

We will keep records of **your** personal information in accordance with **our** privacy **policy** and may record telephone calls to help **us** monitor and improve services **we** provide.

For further information on how **your** personal information is used and **your** rights in relation to **your** personal information, please see the **Getsafe** privacy **policy**:
https://www.hellogetsafe.com/documents/privacy_policy_gb.pdf.

You also have the right to file a complaint with the Information Commissioner's Office, based at: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF by telephone: **0303 123 1113**. Further information is available at: <https://ico.org.uk/>.

INSURER

For more information about how the **insurer** uses **your** personal information please see their privacy notice <https://www.wakam.com/en/privacy-policy/>.

If **you** have any questions or queries regarding the use of **your** personal data by the **insurer**, Wakam, or to exercise **your** rights relating to **your** personal data, please contact their Data Protection Office at the following address: Wakam, 120-122 rue Reaumur 75002 Paris, France or by email to: dpo@wakam.com.

