





# Rainbow Home insurance



#### **WELCOME TO LV= BROKER**

Thank you for choosing LV= Broker Rainbow Home insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, please keep it safe with your **schedule** and **statement of fact**.

#### A little bit more about us

LV= and Liverpool Victoria are registered trademarks of Liverpool Victoria Financial Services Limited and LV= and LV= Liverpool Victoria are trading styles of the Liverpool Victoria group of companies. Your **policy** is underwritten by **Highway Insurance Company Limited**, part of the Liverpool Victoria General Insurance Group. You can find out more about us at www.LVbroker.co.uk/customers

#### YOUR HOME INSURANCE POLICY

Please read your policy **schedule** and policy booklet carefully to make sure you understand what is covered and the limits that apply. It's important that **you** check the information that **you** have given **us** to ensure **we** offer **you** the correct cover. **You** must let **us** know promptly if anything changes. If **you** don't tell **us** of any changes a claim may be reduced or rejected and in some circumstances your policy might be invalid.

The buildings sum insured must be adequate to cover the cost of replacing your **buildings** if they were completely destroyed, including any additional costs such as architects' or surveyors' fees. For your contents cover, your sum insured must be enough to replace all of **your contents** as new. The value of some items, particularly jewellery and other valuables, is likely to fluctuate considerably and some items may need to be specified separately. Please call your insurance intermediary if you need to review your cover.

# This policy covers the costs of unexpected loss or damage. It does not cover:

- Wear and tear
- Maintenance costs such as refixing loose roof tiles, repointing brickwork or replacing guttering
- Damage that happens over a period of time for example damp, rot and damage from vermin.

To make a successful claim **you** must keep **your** property in good repair and take all realistic and practical steps to prevent loss or damage. Please see 'What is not covered' on page 16 and exclusions within each section of the **policy**.

#### Easier to read information

Please call **us** if **you** are visually impaired and would like this document in large print.

#### **PRIVACY POLICY**

#### A summary of how we use personal information

Highway Insurance Company Limited is the controller of personal information. We'll keep you informed about how we use personal information in the document 'Privacy Policy', which is available:

online at www.LVbroker.co.uk/customers/data-protection

You have a number of rights concerning personal information. You can ask for a person to review an automated decision, and in certain circumstances to:

- access the personal information we hold about you or anyone on the policy.
- correct personal information you think is inaccurate or to update information you think is incomplete.
- have personal information deleted in certain circumstances.
- restrict us processing personal information, under certain circumstances.
- receive personal information in a portable format. This only applies to information you have provided to us.
- object to us processing personal information, under certain circumstances.

If you want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at GICustomerSupport@LV.co.uk

You can also contact our Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at Gldataprotection@LV.co.uk

### **CONTENTS**

Your Home insurance policy	2
Privacy policy	3
Summary of limits	5
Definition	6
Explaining how your policy works	10
Policy conditions	13
What is not covered	16
Section 1 Buildings	19
Part 1 - Buildings	19
Part 2 - Property owners' liability to third parties	28
Claims settlement under part 2 - Property owners'	
liability to third parties	29
Section 2 Contents	30
Part 1 - Contents	30
Part 2 - Occupiers' liability to third parties	42
Section 3 Personal possessions	45
How to make a claim	48
Endorsements	51
Our complaints procedure	62

# **SUMMARY OF LIMITS**

The following is a summary of the main policy limits. **You** should read the rest of this **policy** for the full terms and conditions.

Section of cover	Policy Limit
Buildings (if selected)	£1 million
Loss of rent and alternative accommodation	£200,000
Tracing and accessing leaks	£10,000
Emergency access	£10,000
Loss or theft of keys	Up to the buildings sum insured
Property Owners Liability	£2 million
Contents (if selected)	£100,000
High risk property	£40,000
Business equipment	£10,000 in total (£3,500 for a single article)
Money in the home	£500
Pedal cycles in the <b>home</b>	Up to contents sum insured
Alternative accommodation	£25,000
Loss or theft of keys	Up to the contents sum insured
Freezer contents	Up to the contents sum insured
Student belongings whilst at university/college	£5,000 in total (£1,000 for a single article)
<b>Contents</b> temporarily away from <b>home</b> for up to 90 days	£15,000 (£1,000 for a single article)
Special events increase	10% of the contents sum insured
Oil or metered water	Up to the contents sum insured
Reinstatement of documents	Up to the contents sum insured
Plants in the garden	£1,000
Theft or attempted theft from your garage or domestic outbuildings	£10,000
Visitors' personal effects	£1,000
Occupiers' Liability	£2 million
Employers' Liability	£5 million

### **DEFINITIONS**

Whenever a word appears in bold type, please refer to the definitions below.

Accidental	Sudden, unintentional and unexpected physical breakage that	
Breakage	can be seen.	
Accidental	Sudden, unintentional and unexpected physical damage that	
Damage	can be seen.	
Buildings	Your <b>home</b> , and its permanent fixtures and fittings including:	
	<ul> <li>i) tennis courts, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges;</li> <li>ii) permanently installed: <ul> <li>a) swimming pools;</li> <li>b) hot tubs;</li> </ul> </li> <li>iii) permanently connected: <ul> <li>a) drains, pipes and cables for which you are legally responsible;</li> <li>b) service tanks and central heating oil tanks;</li> <li>c) wind turbines, solar panels and ground source heating pumps;</li> </ul> </li> </ul>	
	all sited within the boundaries of the land belonging to your	
	home.	
Business Equipment	<b>Computers</b> , modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture, but not including any property held as trade stock or games consoles.	
Computers	An electronic device for storing and processing data not designed to be portable (such as desktop computers), computer equipment or game consoles.	

# **DEFINITIONS** CONTINUED

Contents	Household goods, personal belongings and business equipment owned by you or for which you are legally responsible including: i) pedal cycles; ii) money; iii) tenants' fixtures and fittings; and iv) software data, files and downloads stored on any computer, entertainment, audio or video equipment; in your home but excluding:	
	<ul> <li>Contents in any communal part of the home.</li> <li>Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories (other than domestic gardening equipment, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).</li> <li>Caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.</li> <li>Livestock or pets.</li> <li>Landlord's fixtures and fittings.</li> <li>Property held or used for business purposes other than business equipment.</li> <li>Any part of the buildings.</li> <li>Property insured under any other policy.</li> </ul>	
Endorsement	Changes to the terms and conditions of <b>your policy</b> , which will be shown in <b>your schedule</b> .	
Excess	The amount <b>you</b> will pay towards each separate claim.	
Highway	Highway Insurance Company Limited provide and underwrite	
Insurance	this insurance <b>policy</b> . They are part of the Liverpool Victoria	
Company	General Insurance Group.	
Limited		
Heave	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.	

# **DEFINITIONS** CONTINUED

High Risk Property	<ul> <li>i) Jewellery, pearls, precious stones, gold, silver and other precious metals.</li> <li>ii) Works of art.</li> <li>iii) Stamp and coin collections.</li> <li>iv) Clocks and watches.</li> </ul>
Home	The private dwelling, garage and domestic outbuildings at:
	<ul> <li>i) The address stated on your policy schedule.</li> <li>ii) Any other address detailed by endorsement.</li> <li>but excluding:</li> <li>Any garage or outbuildings used in any way for business (other than clerical work by you) or farming purposes.</li> <li>Polytunnels and similar structures.</li> </ul>
Landslip	Downward movement of sloping ground.
Money	Current legal tender, cheques, postal and <b>money</b> orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.
Period of Insurance	The period of insurance stated on your policy <b>schedule</b> .
Personal Property	Clothing, personal belongings and valuables that <b>you</b> normally wear or carry with you but excluding:
	<ul> <li>Money, credit cards, securities and documents.</li> <li>Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories.</li> <li>Pedal cycles, caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.</li> <li>Goods you use as part of your business or trade.</li> <li>Household goods and domestic appliances.</li> </ul>
Policy	The policy booklet, your policy <b>schedule</b> and any applicable
	endorsements and amendment notices that may apply.
Policyholder	The person(s) named as policyholder on your policy <b>schedule</b> .

# **DEFINITIONS** CONTINUED

Repairer	Our approved tradesperson.	
Schedule	A printed document showing the sections of the policy <b>you</b> have chosen, the sums insured and any <b>endorsements</b> that apply to <b>your policy</b> .	
Settlement	Downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> within 10 years of construction.	
Statement Of Fact	A statement of the information <b>you</b> supplied, which <b>we</b> use to determine whether to offer <b>you</b> a <b>policy</b> and <b>your</b> premium.	
Storm	Wind speeds with gusts of at least 47mph/ 75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass.	
Subsidence	Downward movement of the ground beneath the <b>buildings</b> that is not a result of <b>settlement</b> .	
Unoccupied	Any period when your <b>home</b> is not lived in. By lived in, <b>we</b> mean slept in for at least five consecutive nights every month, or two consecutive nights every week.	
We, our, us	Highway Insurance Company Limited.	
You, Your	<ul> <li>i) The policyholder.</li> <li>ii) Any member of the policyholder's family permanently residing at your home.</li> </ul>	

#### **EXPLAINING HOW YOUR POLICY WORKS**

#### **Endorsements**

If endorsements apply to your policy, they will be listed on your policy schedule.

An **endorsement** changes **your policy**'s terms and conditions. Specific details can be found within the **endorsement**s section of this **policy** booklet or will be sent to **you** separately.

#### **Changes in circumstances**

At the start of **your** insurance, **we** provide **you** with a **statement of fact**. If any of this information changes at any time, **you** must tell **your** insurance intermediary immediately. If **you** don't tell **your** insurance intermediary of any changes this could mean **we** reduce or reject a claim or even make **your policy** invalid.

If **you** are not sure if **you** need to tell **us**, **you** can contact **your** insurance intermediary to ask.

#### Type of insurance and cover

This **policy** is for a minimum of 12 months and is annually renewable. **We** will insure **you** under the sections shown on **your policy schedule** against loss, damage or liability occurring during the **period of insurance**, according to the terms and conditions of this **policy**. **We** will provide this insurance once **we** or, where applicable, **your** insurance intermediary have received and accepted **your** first premium or **your** agreement to pay **your** first premium, and any further premiums due to **us** or, where applicable, **your** insurance intermediary.

#### Contract

This **policy** booklet, **your policy schedule**, and any applicable **endorsement**s and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**.

#### The law

This contract will be governed under the laws of England and Wales, and any reference **we** make to specific statutes will mean the UK statute and equivalent laws in the Channel Islands or Isle of Man.

#### **EXPLAINING HOW YOUR POLICY WORKS CONTINUED**

#### How to renew your policy

At **our** discretion, **we** may offer to renew this **policy**. If **we** do **your** insurance intermediary will send details to **you** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending.

You must tell your insurance intermediary:

- i) Of any changes to the information contained within the **statement of fact**.
- ii) If you want to change the way you pay.
- iii) If you do not want to renew this policy.

If **we** decide that **we** do not want to renew the **policy**, **your** insurance intermediary will send written notice to **you** at the most recent address known to **us** 21 days in advance of **your** cover ending.

#### **Cancelling your policy**

#### **Our cancellation rights**

**We** may cancel **your policy** if there are serious grounds to do so such as, but not limited to, fraud, non-payment, failure to supply requested validation documentation (security, valuations, etc.), poor property maintenance or **you** have provided **us** with incorrect information.

Where **we** cancel **your policy we** or **your** insurance intermediary will provide **you** 14 days' prior written notice to **your** last known address unless **we** or **your** insurance intermediary are required to cancel earlier.

**We** will refund a proportion of the premium, calculated on a daily pro-rata basis equivalent to the period of unused cover, providing no claims have been made. If a claim has been made in the **period of insurance**, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums will be due from **you**.

If **we** cancel **your policy** on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

#### **EXPLAINING HOW YOUR POLICY WORKS CONTINUED**

### Your cancellation rights

You can cancel this policy at any time.

If **you** cancel this **policy** within 14 days of the start date or renewal date, or after **you** receive **your policy** documents, whichever is later, **we** will refund **you** for the period of unused cover.

If you decide you don't want this **policy** after 14 days of the start date or renewal date, or after you receive your policy documents, whichever is later, and you have not made a claim, we will charge you for the period that we have provided cover to you.

If **you** have made a claim during the **period of insurance** then **you** will have to pay the full annual premium, so **you** won't receive a refund.

#### **POLICY CONDITIONS**

#### 1. Misrepresentation & Fraud

You must not commit fraud.

**You** are committing fraud if **you**, or anyone else insured by this **policy** or acting on **your** behalf, knowingly:

- Provide answers to our questions which are dishonest, inaccurate, misleading or incomplete.
- Mislead **us** in any way for the purpose of obtaining insurance, more favourable insurance terms, a reduced premium, or to influence **us** to accept a claim.
- Make a fraudulent or false claim in full or in part:
  - By providing false information in order to influence **us** to accept a claim;
  - By exaggerating the amount of the claim; or
  - By supplying false or invalid documents in support of a claim.

If misrepresentation/fraud is established **we** may

- i) Not pay any claim under the **policy**;
- ii) Cancel your cover without any return premium from the date the fraud occurred or void your policy from the start date;
- iii) Be entitled to recover the amount of any claim **we** have paid under this **policy**;
- iv) Recover any investigation and legal costs;
- v) Inform the police, financial services organisations and anti-fraud databases such as CIFAS, CUE and Hunter.

#### 2. Compliance with terms

**Our** liability to make payment under this **policy** will be conditional upon **your** compliance with all of the terms and conditions of this **policy**.

#### 3. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance, **we** will be liable only for **our** rateable proportion for such loss, damage or liability.

#### 4. Your duty to prevent loss or damage

**You** must keep **your buildings**, **contents** and **personal property** in sound condition and in good repair. **You** should consult a suitably qualified expert if **you** are unsure whether or not **you** are complying with this condition.

#### POLICY CONDITIONS CONTINUED

**You** must take all practical and reasonable steps to safeguard **your buildings**, **contents** or property against loss or damage and to prevent accidents.

If loss or damage occurs to **your** property, **you** must promptly take all reasonable steps to prevent further loss or damage.

#### 5. Your obligations when making a claim

In the event of a claim or possible claim under this **policy**, **you** must not negotiate, admit fault or make any offer, promise or payment without **our** written consent. **You** must also:

- Inform the police as soon as possible and obtain a crime reference number or loss report number as appropriate if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts, vandalism or loss of property or **money**.
- ii) Tell **us** as soon as reasonably possible and give **us** full details. In the event of loss or damage by riot, **you** must tell **us** within 30 days of the riot.
- iii) Give us written notice as soon as possible, but no later than seven days, after you know about any pending prosecution, inquest or fatal inquiry in connection with anything that occurs for which there may be liability under this policy.
- iv) Send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable **costs**.
- v) As soon as reasonably possible after the injury, loss or damage, provide us with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that we may reasonably require.
- vi) Retain any damaged **contents** or parts of **buildings** so that **we** may inspect them.
- vii) Give us any information and assistance that we might reasonably require.

#### **POLICY CONDITIONS CONTINUED**

#### 6. Our rights when you make a claim

- i) We may nominate one of our specialist suppliers to repair or replace the property claimed for. Where you prefer to use your own tradesperson, or we elect to settle the claim by cash payment, the amount we pay you will not exceed what we would have paid our supplier, except when our supplier is unable to repair or replace the property.
- ii) In an emergency, we may enter the building where the loss or damage has occurred. To safeguard the insured property against further loss or damage, we may take and keep possession of the insured property and dispose of any salvage. No property may be abandoned to us.
- iii) We may exercise sole control at our cost over dealing with any third party claim and its associated legal proceedings relevant to it. We will keep you informed of all developments.
- iv) **We** may pursue in **your** name, but for **our** benefit and at **our** cost, any claims for **damages** or other **costs**.

Please contact **your** insurance intermediary if **you** have any questions about what **we** describe in this section.

#### WHAT IS NOT COVERED

# As well as the exclusions under the individual sections, the following will not be covered:

Under this **policy**, we will not pay for:

#### 1. Gradual events

Any loss, damage or liability arising from wear and tear that **you** know is happening gradually over time.

#### 2. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

#### 3. Radioactive contamination

Any loss of or damage to property, indirect loss or legal liability directly or indirectly arising from:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component.

#### 4. Pollution and contamination

Any loss, damage or liability arising from pollution or contamination unless caused by:

- i) a sudden and unforeseen and identifiable accident; or
- ii) leakage of oil from a domestic oil installation at your home.

#### 5. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### WHAT IS NOT COVERED CONTINUED

# The items below are not covered under sections 1-3 and 5 of this policy

#### 6. Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover commences.

#### 7. Deliberate acts

Any loss, damage or liability caused on purpose by **you** or any person residing at **your home.** 

#### 8. Matching of items

If **you** make a claim for any damaged item that forms part of a matching set or suite or other article of uniform nature, colour or design, **we** will contribute 50% towards the cost of replacing any undamaged items which are part of the same set or suite if a repair or replacement for the damaged item is not available.

#### 9. Direct loss or damage:

- i) Due to electronic failure.
- ii) Due to computer virus.
- iii) Due to electrical or mechanical breakdown.
- iv) Caused in the process of cleaning, restoration, maintenance, repair, dismantling or by dyeing.
- v) Caused by chewing, scratching, tearing or fouling by domestic pets.
- vi) Caused by scratching or denting.
- vii) Caused by vermin, insects or fungus.
- viii) Caused by rot, exposure to light or atmospheric or climatic conditions.
- ix) Arising from the cost of remaking any recorded material or the value of any information contained on it.

#### 10. Indirect loss or damage

**We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

#### 11. Loss by deception

Apart from deception used to gain entry to your home.

#### WHAT IS NOT COVERED CONTINUED

#### 12. Defects and faults

Any direct loss or damage arising from defective design, defective materials, faulty materials, faulty workmanship or failure to follow manufacturers' instructions.

#### 13. Software, data, files, downloads and mobile phone call costs

Any loss, damage or liability arising from:

- The erasure, distortion, mislaying or misfiling of any software, data, files and downloads.
- ii) Mobile phone call costs.

#### 14. Loss of value and depreciation

Resulting from the repair or replacement of lost or damaged property.

#### 15. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

#### 16. Terrorism

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

#### **SECTION 1 BUILDINGS**

Please note that this section only applies if it is shown on your policy schedule.

### PART 1 - BUILDINGS.

We will pay up to the sum insured shown on your policy schedule unless we specify otherwise.

✓ The buildings are insured against loss or damage caused by	X In addition to items listed on pages 16-18 we will not pay for:
	The excess shown on your policy schedule under paragraphs 1 to 15 and A to E of this section.
Fire, smoke, explosion, lightning or earthquake.	Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.
2. Riot, civil commotion, strikes or labour disturbances	Loss or damage occurring where you have:     i) participated in, assisted, encouraged or facilitated the riot or spread of the riot.     ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.     iii) committed a criminal offence relating to the riot.
3. Malicious acts or vandalism.	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.</li> </ul>
4a. Storm.	<ul> <li>Loss or damage to fences, gates and hedges.</li> <li>Loss or damage caused by underground water.</li> </ul>

✓ The buildings are insured against loss or damage caused by	★ In addition to items listed on pages 16-18 we will not pay for:
4b. Flood.	<ul><li>Loss or damage to fences, gates and hedges.</li><li>Loss or damage caused by underground water.</li></ul>
5. <b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b> .	Loss or damage:     i) To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges unless your home is damaged by the same cause and at the same time.      ii) Caused by the compaction of infill.      iii) Occurring while the buildings are undergoing demolition, structural alterations or structural repairs.      iv) Caused by settlement.      v) Caused by river or coastal erosion.      vi) Arising from movement of solid floors, unless the foundations beneath the exterior walls of your home are damaged by the same cause and at the same time.      vii) Arising from defective design, defective materials or faulty workmanship.
6. Theft or attempted theft.	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.</li> </ul>

20

# ✓ The buildings are insured against loss or damage caused by

 Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.

We also cover the **costs** involved in tracing the source of the escape of water and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the **home** where this occurs in the course of these investigations.

**We** call this trace and access. **We** will pay up to £10,000 for trace and access for any one claim.

 Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.

# In addition to items listed on pages 16-18 we will not pay for:

- Loss or damage when your home is unoccupied for more than 60 days in a row.
- Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your home. (If it is accidental damage and you have cover under paragraph 15, this would be insured subject to the exceptions and excess applicable to that paragraph.)
- Loss or damage caused by the failure or lack of grout and/or sealant in your home.
- Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies
- Loss or damage caused by subsidence, heave or landslip.

<b>✓</b>	The buildings are insured against loss or damage caused by	➤ In addition to items listed on pages 16-18 we will not pay for:
9.	Leakage of oil from any fixed oil fired heating installation.  We also cover the costs involved in tracing the source of the leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the home where this occurs in the course of these investigations. We call this trace and access.  We will pay up to £10,000 for trace and access for any one claim	Loss or damage when your home is unoccupied for more than 60 days in a row.
<b>✓</b>	The buildings are insured against loss or damage caused by	X In addition to items listed on pages 16-18 we will not pay for:
10.	Falling trees and branches.	<ul> <li>Loss or damage to trees and branches.</li> <li>The cost of removing fallen trees or branches that have not caused damage to your home.</li> </ul>
11.	Falling aerials or their fittings.	
<b>✓</b>	This section also provides insurance for the buildings against:	X In addition to items listed on pages 16-18 we will not pay for:
12.	<b>Accidental breakage</b> to underground pipes or cables serving the <b>buildings</b> .	<ul> <li>Damage for which you are not legally responsible.</li> <li>Damage to any part of the pipe or cable above ground level.</li> <li>Breakage to any part of the pipe, cable or drain that hasn't caused leakage or damage as a result of the breakage.</li> </ul>

✓ This section also provides insurance for the buildings against:	X In addition to items listed on pages 16-18 we will not pay for:
<ul> <li>13. Accidental breakage of:</li> <li>i) fixed glass including ceramic hobs forming part of the buildings; and</li> <li>ii) fixed sanitaryware forming part of the buildings.</li> </ul>	Breakage when your home is unoccupied for more than 60 days in a row.
14. Frost damage to any plumbed in domestic water or heating installation.	Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.
Paragraph 15 only applies if your policy accidental damage to buildings is inclu	
✓ The buildings are insured against:	In addition to items listed on pages 16-18 we will not pay for:
15. Accidental damage.	<ul> <li>Damage caused by settlement, shrinkage or expansion of the buildings or the site.</li> <li>Damage caused by water entering the buildings.</li> <li>Damage caused by building alterations, renovations, extensions or repairs.</li> <li>Damage caused by your lodgers, paying guests or tenants.</li> <li>Damage from any cause described in paragraphs 1 to 14 of this section.</li> </ul>

<b>~</b>	We also provide cover for:	★ In addition to items listed on pages 16-18 we will not pay for:
A.	Loss of rent and alternative accommodation.  During the period your home is made uninhabitable by any cause covered under this section we will pay for:  i) Loss of rent that is no longer payable to you.  ii) Any ground rent which continues to be payable by you.  iii) The cost of comparable alternative accommodation if you are the occupier, including for any domestic pets permanently living with you.	
В.	We will pay up to £200,000  The period between exchange of contracts and completion.  i) You will be entitled to the benefit of the cover provided by paragraphs 1 to 14 of section 1 of this policy between exchange of contracts and completion of the purchase provided that:  a) The period of insurance commences on or before completion of the purchase of the buildings.  b) We received and accepted your application for insurance cover on the buildings prior to the date of the loss or damage.	<ul> <li>i) Loss or damage:</li> <li>• That would be insured under any other policy in the absence of this cover.</li> <li>• That the seller is responsible for making good.</li> <li>• Occurring while the buildings are in the course of construction or undergoing demolition, structural alterations or structural repairs.</li> <li>• Occurring while the property is not fit for normal living purposes.</li> <li>• Occurring more than 90 days prior to completion of the purchase of the buildings.</li> </ul>

24

<b>✓</b>	We also provide cover for:	X In addition to items listed on pages 16-18 we will not pay for:
	ii) If you contract to sell the buildings, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this policy between exchange of contracts and completion of the sale provided that:  a) the purchaser completes the purchase; and b) the buildings are not otherwise insured.	
C.	Additional costs.  If the following costs are incurred with our consent in making good the insured loss or damage, we will pay for:  i) Architects', surveyors', consulting engineers' and legal fees.  ii) The cost of clearing the site and making safe the damaged parts of the buildings.  iii) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law.  iv) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.	<ul> <li>Fees incurred in the preparation of a claim.</li> <li>The cost of stabilising the site.</li> <li>The cost of removing trees other than as is necessary to enable repairs to be carried out.</li> <li>Costs arising from a notice served prior to the date of the loss or damage.</li> </ul>

<b>/</b>	We also provide cover for:	In addition to items listed on pages 16-18 we will not pay for:
D.	Emergency access.	
	We will pay for damage to the buildings caused by fire, ambulance or police services if they have to make a forced entry to your home as a result of an emergency.	
	<b>We</b> will pay up to £10,000 for any one claim.	
E.	Loss or theft of keys.	Loss or damage that is otherwise insured.
	If keys to <b>your home</b> are lost or stolen, <b>we</b> will pay for the replacement and installation of door locks for any external door of <b>your home</b> .	
	<b>We</b> will pay up to the <b>buildings</b> sum insured for any one claim.	

#### Claims settlement under part 1 - Buildings

 We will pay the cost to us of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage, the buildings are in good repair.

Also see 'How to make a claim' on pages 53-55

- 2. We will either make a deduction for wear and tear from the cost to us of any necessary replacement or repair work or, at our option, pay the reduction in market value resulting from the damage, where:
  - i) replacement or repair is not carried out; or
  - ii) immediately prior to the incident giving rise to the damage, the **buildings** are not in good repair.
- 3. The maximum amount **we** will pay in respect of any one claim for **buildings** is the sum insured on **your policy schedule**.

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

Please refer to the definitions on pages 6-9 for words shown in bold text.

# PART 2 – PROPERTY OWNERS' LIABILITY TO THIRD PARTIES

- We will cover you against liability at law for damages payable in respect of:
- n In addition to items listed on pages 16-18 we will not pay for liability arising from:
- Death or bodily injury (including disease and illness);
- Loss of or damage to material property;

caused by an accident occurring during the **period of insurance** and incurred by **you**:

- i) as owner of the buildings;
- ii) in respect of any **buildings**previously owned and occupied by **you** for residential purposes and
  incurred as a result of section 3 of
  the Defective Premises Act 1972 or
  the Defective Premises (Northern
  Ireland) Order 1975.

Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any building owned by **you** simply because **you** sold that building after the work was done.

If this **policy** is cancelled when **you** sell **your home**, the cover provided by paragraph ii) above will continue for seven years from the date that cover was cancelled, provided no other **policy** covers the liability.

- Death of or bodily injury (including disease and illness) to you or any person employed by you.
- Loss of or damage to material property belonging to you or under your charge or control.
- Your business or profession, except for the letting of the buildings or any part of it for private residential purposes.
- Accidents for which you may be responsible as occupier of the buildings.
- The use or possession of lifts or mechanically propelled vehicles.
- A contractual obligation.
- Any incident insured by another insurance policy (or that would be insured if this policy did not exist) except for any amount over the limit the other insurer will pay (and for which payment has been agreed) under the other insurance policy.
- · Your wilful or malicious act.

# CLAIMS SETTLEMENT UNDER PART 2 – PROPERTY OWNERS' LIABILITY TO THIRD PARTIES

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that you have to pay, provided they are incurred with our written consent

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.

#### **Very important notice**

Liability arising from incidents within the **home** and land belonging to it are, by law, nearly always the responsibility of the occupier rather than the owner. **We** do not cover **your** liability as an occupier or **your** personal liability under this section but automatically include it with **contents** cover available under section 2 of this **policy**.

Please refer to the definitions on pages 6-9 for words shown in bold text.

#### **SECTION 2 CONTENTS**

Please note that this section only applies if it is shown on your policy schedule

#### **PART 1 - CONTENTS**

We will pay up to the sum insured shown on your policy schedule unless we specify otherwise.

✓ The contents are insured against loss or damage caused by:	In addition to items listed on pages 16-18 we will not pay for liability arising from:
	The excess shown on your policy schedule under paragraphs 1 to 14 and A to P of this section.
Fire, smoke, explosion, lightning or earthquake.	Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.
2. Riot, civil commotion, strikes or labour disturbances.	Loss or damage occurring where you have:
	<ul> <li>i) participated in, assisted, encouraged or facilitated the riot or spread of the riot.</li> <li>ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.</li> <li>iii) committed a criminal offence relating to the riot.</li> </ul>
3. Malicious acts or vandalism.	Loss or damage when your home is unoccupied for more than 60 days in a row.
	Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.
4a. Storm	Loss or damage by underground water.
4b. Flood.	Loss or damage caused by underground water.

30

✓ The contents are insured against loss or damage caused by:	X In addition to items listed on pages 16-18 we will not pay for liability arising from:
5. <b>Subsidence</b> or <b>heave</b> of the site on which <b>your home</b> stands or <b>landslip</b> .	<ul> <li>Loss or damage caused by: <ol> <li>the compaction of infill;</li> <li>settlement of the buildings; or</li> <li>river or coastal erosion.</li> </ol> </li> <li>Any loss or damage arising from defective design, defective materials or faulty workmanship.</li> <li>Loss or damage occurring while your</li> </ul>
	home is undergoing demolition, structural alterations or structural repairs.
. Theft or attempted theft. For loss or damage caused by theft or attempted theft of <b>contents</b> in any garage and domestic outbuilding <b>we</b> will pay up to £10,000	Money and pedal cycles, unless force and violence is used to gain entry to your home.
	Any loss or damage if <b>your home</b> or any part of it is let or lent, unless force and violence is used to gain entry to <b>your home</b> .
	Loss or damage when your home is unoccupied for more than 60 days in a row.
	Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.

✓ The contents are insured against loss or damage caused by:	★ In addition to items listed on pages 16-18 we will not pay for liability arising from:
7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your home. (If it is accidental damage and you have cover under paragraph 14, this would be insured subject to the exceptions and excess applicable to that paragraph.)</li> <li>Loss or damage caused by the failure or lack of grout and/or sealant in your home.</li> <li>Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul>
8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.	
9. Leakage of oil from any fixed oil fired heating installation.	Loss or damage when your home is unoccupied for more than 60 days in a row.
10. Falling trees and branches.	<ul> <li>Loss or damage to trees and branches.</li> <li>The cost of removing fallen trees or branches.</li> </ul>
11. Falling aerials or their fittings.	

32

✓ This section also provides insurance for the following contents items against:	X In addition to items listed on pages 16-18 we will not pay for:	
12. Accidental damage to business equipment, televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment.	<ul> <li>Damage to items designed and intended to be portable (such as laptops, tablets and mobile phones), or to hand held computer equipment or hand held games consoles.</li> <li>Damage to records, cassettes, discs or other data storage devices.</li> </ul>	
13. <b>Accidental breakage</b> of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture.		
Paragraph 14 only applies if your policy schedule shows that extended accidental damage to contents is included.  The contents are insured against:  In addition to items listed on pages 16-18 we will not pay for:		
accidental damage to contents is inclu	ded.	
accidental damage to contents is inclu	ded.  ★ In addition to items listed on	
accidental damage to contents is inclu  The contents are insured against:	<ul> <li>In addition to items listed on pages 16-18 we will not pay for:</li> <li>Damage to clothing (including furs),</li> </ul>	
accidental damage to contents is inclu  The contents are insured against:	<ul> <li>In addition to items listed on pages 16-18 we will not pay for:</li> <li>Damage to clothing (including furs), money, food and drink.</li> <li>Damage caused during household</li> </ul>	
accidental damage to contents is inclu  The contents are insured against:	<ul> <li>In addition to items listed on pages 16-18 we will not pay for:</li> <li>Damage to clothing (including furs), money, food and drink.</li> <li>Damage caused during household removal.</li> <li>Damage caused by water entering</li> </ul>	
accidental damage to contents is inclu  The contents are insured against:	<ul> <li>In addition to items listed on pages 16-18 we will not pay for:</li> <li>Damage to clothing (including furs), money, food and drink.</li> <li>Damage caused during household removal.</li> <li>Damage caused by water entering your home.</li> <li>Damage caused by building alterations, renovations, extensions</li> </ul>	

✓ We also provide cover for:	X In addition to items listed on pages 16-18 we will not pay for:
A. Alternative accommodation.  During the period <b>your home</b> is made uninhabitable following loss or damage to the <b>contents</b> by any cause covered under this section, we will pay for the cost of comparable alternative accommodation including for any domestic pets permanently living with <b>you</b> .	
We will pay up to £25,000  B. Loss or damage to contents during household removal by professional removal contractors.  The contents are insured against accidental loss or damage while in transit between your home and your new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors.  We will also cover temporary storage by professional removal contractors for up to three days.	<ul> <li>Loss of or damage to china, glass, pottery and other items of a brittle nature, unless they have been packed by professional packers.</li> <li>Loss of money.</li> </ul>

✓ We also provide cover for:	★ In addition to items listed on pages 16-18 we will not pay for:
C. <b>Your</b> liability as a tenant.	
We will cover you against your legal liability as a tenant for:  i) Loss, damage or breakage to	
your home and to landlord's fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of part 1 of section 1 of this policy, subject to the exceptions and excess applicable to that paragraph.	
<ul><li>ii) Damage to internal decorations caused by fire or smoke.</li></ul>	
We will pay up to £10,000	
D1 <b>Contents</b> temporarily removed from <b>your home</b> for up to 90 consecutive days.	<ul> <li>Loss or damage to pedal cycles.</li> <li>Loss or damage to any item that has never been in your home.</li> </ul>
Provided that it is <b>your</b> intention to return the item(s) to <b>your home</b> , then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to	Loss or damage to any item that has been away from <b>your home</b> for more than 90 consecutive days at the time of the event that caused the loss or damage.
contents:	Loss or damage that would be insured under any other <b>policy</b> in the absence of this cover.
<ul> <li>i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where you are living (other than while attending full time education) or employed.</li> </ul>	i) Theft of <b>money</b> unless force and violence is used to gain entry.

#### ✓ We also provide cover for:

 ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**We** will pay up to £15,000. **We** will pay no more than £1,000 for a single article, pair or set.

- D2 **Contents** temporarily removed from **your home** while attending full time education.
  - Provided that it is **your** intention to return the item(s) to **your home**, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents** in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are living while attending full time education.

We will pay up to £5,000 in total and up to £1,000 for a single article, pair or set.

- In addition to items listed on pages 16-18 we will not pay for:
  - ii) Loss or damage:
    - a) Due to **storm** or flood.
    - b) Due to theft or attempted theft unless the **contents** are:
      - in a building or caravan and force and violence is used to gain entry; or
      - in transit to or from a bank or safe deposit.
    - c) Caused by theft of money unless the theft is from a building or caravan where force and violence is used to gain entry.
    - d) Occurring within the boundaries of the land belonging to your home.
- · Loss or damage:
  - To pedal cycles.
  - To any item(s) that has never been in your home.
  - That would be insured under any other **policy** in the absence of this cover.
  - Due to theft unless force and violence is used to gain entry to the building.
  - While the **contents** are being worn, moved or carried.

✓ We also provide cover for:	★ In addition to items listed on pages 16-18 we will not pay for:
E. <b>Contents</b> in the garden.  The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to <b>contents</b> outside the <b>home</b> but within the boundaries of the land belonging to <b>your home</b> . <b>We</b> will pay up to the£1,000	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by storm or flood.</li> <li>Loss or damage to pedal cycles.</li> <li>Theft of money.</li> <li>Theft or attempted theft from any unattended vehicle.</li> <li>Loss or damage to high risk property.</li> </ul>
<ul> <li>F. Loss or theft of keys.</li> <li>If keys to your home are lost or stolen, we will pay for the replacement and installation of door locks for any external door of your home.</li> <li>We will pay up to the contents sum insured.</li> </ul>	
G. Personal assault.  We will pay you or your personal representatives £10,000 if you die within 60 days as a direct result of injuries received:  i) In your home caused by thieves. ii) Due to robbery or hold up (whether attempted or otherwise) elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.  We will also pay up to a maximum of £100 for theft of money from you due to robbery or hold up occurring away from your home.	Theft of money held or used for business purposes.

✓ We also provide cover for:	X In addition to items listed on pages 16-18 we will not pay for:
H. Freezer contents.  We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at your home made unfit for human consumption due to:  i) A rise or fall in temperature.  ii) Contamination by refrigerant or refrigerant fumes.  We will pay up to the contents sum insure	<ul> <li>Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old.</li> <li>Loss of or damage to food held or used for business purposes.</li> <li>Loss or damage due to the power supply authority deliberately cutting or reducing the supply to your home.</li> </ul>
I. Credit cards.  We will pay for loss from fraudulent use of your credit or debit cards (all held solely for private or domestic purposes) by unauthorised persons.  We will pay up to £5,000.	Loss unless you have complied with all your credit cards' terms and conditions.
J. Oil and metered water.  We will pay for loss of oil or metered water following accidental damage to your domestic water or heating installations.  We will pay up to the contents sum insure	Loss or damage when your home is unoccupied for more than 60 days in a row.
<ul> <li>K. Jury service.</li> <li>We will pay for expenses or loss of earnings as a result of you being called for jury service.</li> <li>We will pay up to £50 per day up to a maximum of £2,000</li> </ul>	<ul> <li>The first seven days of any period of jury service.</li> <li>Expenses or earnings that can be recovered from any other source.</li> </ul>

✓ We also provide cover for:	X In addition to items listed on pages 16-18 we will not pay for:
L. Special events.	
For one month before and one month after a special event or religious festival where the value of <b>contents</b> owned by <b>you</b> is increased due to purchases related to the special event or religious festival, the <b>contents</b> sum insured recorded on <b>your policy schedule</b> is increased by 10%.	
M. New purchases.  The insurance provided by	Loss or damage to articles for which you do not have proof of the date of
paragraphs 1 to 11 of this section also covers loss or damage to any single article, pair or set of <b>high risk property</b> that <b>you</b> have not previously told <b>us</b> about, up to a maximum of £2,500 occurring within 30 days of purchase.	purchase.
N. Reinstatement of documents.	Negotiable bonds or securities.
We will pay the cost of preparing new title deeds to your home, bonds or securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of part 1 of section 2 of this policy while in your home or while kept in your bank, building society or solicitor's office.	
We will pay up to the contents sum insured"	

✓ We also provide cover for:	★ In addition to items listed on pages 16-18 we will not pay for:
O. Plants in the garden.  The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of flowers, plants, shrubs or trees all in pots or containers outside the <b>home</b> but within the boundaries of the land belonging to <b>your home</b> . <b>We</b> will pay up to £1,000.	
P. Visitors' personal effects.  The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to <b>your</b> visitors' clothing and personal belongings whilst in <b>your home</b> . <b>We</b> will pay up to £1,000.	<ul> <li>Loss or damage that would be insured under any other policy in the absence of this cover.</li> <li>Money, credit cards, securities and documents.</li> <li>Vehicles, pedal cycles, other means of transport, caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.</li> <li>Property held or used for business or trade.</li> </ul>

#### Claims settlement under part 1 - Contents

- 1. We will at our option:
  - i) replace as new;
  - ii) pay the cost to **us** of replacing as new;
  - iii) repair; or
  - iv) pay the cost to **us** to repair; any item of **contents** (except for clothing more than two years old).

Also see 'How to make a claim' on page 53.

- 2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if clothing more than two years old is stolen or damaged.
- 3. The maximum amount we will pay in respect of any one claim for the following is:

i) Contents	£100,000
ii) High risk property	a) In total, £40,000
	b) For a single article, pair or set, £5,000
iii) Business equipment	a) In total £10,000
	b) For a single article, pair or set £3,500
iv) Money	£500
v) External satellite equipment	Up to the <b>contents</b> sum insured

We will not reduce the sum insured following a payment of a claim, provided that all damage is made good without delay and any reasonable recommendations we make to prevent further loss or damage are carried out without delay.

#### PART 2 - OCCUPIERS' LIABILITY TO THIRD PARTIES

- ✓ We will cover you against liability at law for damages payable in respect of:
- Death or bodily injury (including disease and illness);
- Loss of or damage to material property;

caused by an accident occurring during the **period of insurance** incurred by **you**:

- i) As occupier of:
  - Your home.
  - Land belonging to **your home**.
  - Any residential premises temporarily occupied for private purposes for no more than 30 days in any one period of insurance.
- ii) As an employer of employees involved in domestic duties at your home
- iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

- In addition to items listed on pages 16-18 we will not pay for liability arising from:
- The transmission of any contagious disease by **you**.
- Death of or bodily injury (including disease and illness) to **you**.
- Loss of or damage to material property belonging to you or under your charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if insured by any other policy.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by you or on your behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- Death of or bodily injury to any employee arising out of:
  - being carried in or upon a vehicle, or
  - ii) entering, getting onto or leaving a vehicle,

in circumstances where any road traffic legislation requires insurance or security.

- Your wilful act, including but not limited to any assault or alleged assault.
- Your business or profession.

42

## PART 2 - OCCUPIERS' LIABILITY TO THIRD PARTIES

#### CONTINUED

✓ We will cover you against liability at law for damages payable in respect of:	In addition to items listed on pages 16-18 we will not pay for liability arising from:
	The ownership of any land or building including the home. A contractual obligation. The ownership, use or possession of:  i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to your home, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).  ii) Aircraft, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled)
	water craft).  iii) Any trailer, horse box or caravan (other than occupiers' liability arising from a static caravan rented and temporarily lived in by you).  • The use of firearms other than sporting guns used for sporting purposes.  • Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to you or under your charge or control.

# PART 2 – OCCUPIERS' LIABILITY TO THIRD PARTIES CONTINUED

# Claims settlement under part 2 - Occupiers' liability to third parties Occupiers' and private individuals' liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is: £2,000,000; and

all legal costs and expenses that you have to pay, provided they are incurred with our written consent.

#### **Employers' liability**

If the incident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and injury arises out of and in the course of such service or apprenticeship:

■ The maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants' **costs** and expenses and all other **costs** and expenses incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

#### **SECTION 3 PERSONAL POSSESSIONS**

Please note that this section only applies if it is shown on your policy schedule

At renewal **we** will adjust **your** sums insured under items 1, 3 and 4 of section 3 in line with the Retail Price Index published by the National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

If the item is shown on your policy schedule we will pay for:	X In addition to items listed on pages 16-18 we will not pay for:
Item 1 – loss of or damage to your personal property.  We will pay the sum insured on your policy schedule (subject to inflation protection) and up to £5,000 for a single article, pair or set.	Loss or damage to property specifically insured under item 4 of this section.
Item 2 – loss of your money.  We will pay up to the sum insured on your policy schedule.	Loss due to error, omission or depreciation in value.
Item 3 – loss of or damage to <b>your</b> pedal cycles and accessories on them (including electrically assisted pedal cycles that are not required to be licensed if used on a public road).  This cover is automatically included if Item 1 <b>personal property</b> has been selected and is subject limit of £1,500 per cycle, unless specified on <b>your policy schedule</b> .	<ul> <li>Loss or damage if the pedal cycle is being used for racing.</li> <li>Theft or attempted theft of a pedal cycle unless at the time of loss or damage it was: <ol> <li>i) in your immediate custody or control; or</li> <li>ii) securely locked to an object that cannot be moved; or</li> <li>iii) in a locked building.</li> </ol> </li> <li>Theft of pedal cycle accessories unless: <ol> <li>i) the pedal cycle is stolen at the same time; and</li> <li>ii) the theft of the pedal cycle is covered under this section.</li> </ol> </li> </ul>

#### SECTION 3 PERSONAL POSSESSIONS CONTINUED

Item 4 – loss of or damage to articles specified on <b>your policy schedule</b> .  We will pay up to the sum insured on <b>your policy schedule</b> (subject to inflation protection).	
✓ We also provide cover for:	In addition to items listed on pages 16-18 we will not pay for:
New purchases.  The insurance provided by item 4 of this section also covers loss or damage to any single article, pair or set of high risk property that you have not previously told us about, up to a maximum of £2,500 occurring within 30 days of purchase.	Loss or damage to articles for which you do not have proof of the date of purchase.

# For items 1-4 in this section and in addition to items listed on pages 16-18, we will not pay for the following:

- The excess shown on your policy schedule under this section.
- More than £2,000 in total in respect of any one loss from an unattended vehicle under items 1, 2, 3 and 4.
- Loss or damage caused by theft or attempted theft from any unattended vehicle unless:
  - All windows and sunroofs are securely closed and all doors and the boot are locked.
  - ii) The property is completely concealed within the vehicle in a glove compartment, locked luggage compartment or locked boot.
- Loss of or damage to:
  - i) Personal property, money or pedal cycles held or used for business purposes.
  - ii) Sports equipment while in use.
  - iii) Remote controlled models while in operation.
  - iv) Musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.

#### **SECTION 3 PERSONAL POSSESSIONS CONTINUED**

- Breakage of articles of a brittle nature unless specified under item 4 of section 3.
- Loss of or damage to business equipment unless specified under item 4 of section 3.
- Theft or malicious damage caused by **you**, **your** domestic employees, lodgers, paying guests or tenants.

#### **Claims settlement under section 3 - Personal possessions**

- 1. We will at our option:
  - i) replace as new;
  - ii) pay the cost to us of replacing as new;
  - iii) repair; or
  - iv) pay the cost to us to repair;

any article insured under items 1, 3 or 4 of this section without deduction for wear and tear. For clothing more than two years old insured under item 1, a deduction will be made for wear and tear.

Also see 'How to make a claim' on page 53.

Please refer to the definitions on pages 6-9 for words shown in bold text.

#### **HOW TO MAKE A CLAIM**

Please call us on 0800 032 9306 or contact your insurance intermediary.

**We** understand how distressing loss or damage to **your home** can be. When things go wrong, **we** are ready and waiting to put them right as quickly and efficiently as possible.

**You** should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger. Suspected gas leaks should always be reported to the National Gas Emergency Helpline on 0800 111 999.

#### Step 1: Report to the police (if applicable)

It is a condition of **your policy** that **you** report the following to the police as soon as possible, and get a crime reference number or loss report number:

- Theft, attempted theft or loss of property.
- Any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbances.

#### Step 2: Check whether you are covered

- Check your policy schedule, which lists the sections of cover you have chosen and any endorsements and excesses that apply.
- Refer to your policy booklet, particularly the section relevant to your claim. Please check:
  - Details of what **your policy** does and does not cover.
  - 'Claims **settlement**' at the end of each section this tells **you** about any conditions that may affect the amount of any claim **settlement**.
  - Any **policy** conditions that apply on pages 13-15.

#### HOW TO MAKE A CLAIM CONTINUED

#### **Step 3: Gather your information**

To help **us** process **your** claim quickly, it helps if **you** have the following information to hand:

- Your policy number.
- The date and time of the loss or damage.
- The police loss report number or crime reference number (if applicable).

We may request more information such as:

- The date and place of purchase, plus receipts, invoices, instruction booklets, valuations or photographs.
- The location of the property when it was lost or damaged.
- For damaged property, confirmation from a suitably qualified tradesperson of the cause of damage and whether or not the item can be economically repaired.

We may not meet **your** claim, or **settlement** may be reduced, if **you** do not provide these details or if **you** do not tell **us** about the loss or damage as soon as reasonably possible.

Sometimes **we**, or an expert **we** appoint, may wish to meet **you** to discuss the claim, inspect the damage, or carry out further enquiries.

Make sure **you** do not throw away damaged **contents**. Store them in a dry place, as **you** will need them to support **your** claim.

#### Step 4: Make a claim

Call **us** on 0800 032 9306 or contact **your** insurance intermediary.

#### HOW TO MAKE A CLAIM CONTINUED

#### **Step 5: What happens next?**

- If **your** claim is accepted, **we** will agree actions on the initial call and keep in touch by phone to let **you** know what's happening.
- We may appoint a specialist to visit you, in which case we will let you know.
- Complicated claims, such as those for subsidence, may take longer than others to complete. If that's the case we will give you the name of a personal contact who'll keep you informed about progress.
- We may offer repair or replacement through our approved suppliers. If you prefer to use your own tradesperson, or receive a cash settlement for replacement goods instead, we will need to agree this with you beforehand. Any payment will generally not exceed the discounted amount we would have paid to our chosen supplier.
- We may refuse to agree **costs** that are incurred by **you** before **our** agreed consent is given or for damaged items that are disposed of before inspection.
- We try to make the claims process as sustainable as possible and will repair your property wherever it makes economic and environmental sense to do so.

#### **Financial service compensation scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Whether or not **you** are able to claim and how much **you** may be entitled to will depend on the specific circumstances at the time.

For further information about the scheme please visit the FSCS at fscs.org.uk or call them on 0800 678 1100.

#### **ENDORSEMENTS**

The following endorsements apply only if they are shown on your policy schedule under the heading Endorsements Applicable. For more information

#### **BD01** Unoccupancy conditions

- The exclusion of loss or damage occurring when your home is unoccupied for more than 60 days in a row applying to paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 of this policy is deleted.
- 2. We shall not be responsible for the first £400 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 of this policy in addition to any other amount for which you are responsible. There is no cover under these paragraphs unless:
  - i) **your home** is inspected both inside and outside at least every 14 days by **you** or by a responsible person acting on **your** behalf; and
  - ii) whenever your home is left unattended:
    - a) the water supply is turned off at the stopcock and all equipment, tanks and pipes containing water are drained; and
    - all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation, and
    - c) call keys are removed from locks and taken away from your home or placed out of sight.

#### **CT01** Property let

1. In respect of the insurance under part 1 of section 2 of this **policy** the definition of **contents** is replaced as follows:

#### **Contents**

Household goods, furniture, furnishings, fixtures and fittings belonging to **you** or for which **you** are legally responsible in the **home** 

#### but excluding:

- Any part of the buildings.
- Property insured under any other policy.
- Property belonging to or the responsibility of any tenant.

Paragraph 6 of part 1 of section 2 of this **policy** is replaced as follows:

✓ The contents are insured against loss or damage caused by:	In addition to items listed on pages 16-18 we will not pay for:
6. Theft or attempted theft.	Any loss or damage unless force and violence is used to gain entry to your home.
	Loss or damage when your home is unoccupied for more than 60 days in a row.
	Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.
There is no insurance under: i) paragraphs A to P of part 1; or ii) part 2 of section 2 of this <b>policy</b> .	

#### **CT02 PAYING GUESTS ALLOWED**

Part 2 of section 2 of this policy is replaced as follows:

- We will cover you against liability at law for damages payable in respect of:
- death or bodily injury (including disease and illness);
- loss of or damage to material property;

caused by an accident occurring during the **period of insurance** incurred by **you**:

- i) As occupier of:
  - a) The home, provided that if the home is let to lodgers or paying guests, the number of lodgers or paying guests at any one time does not exceed six.
  - b) Land belonging to **your home**.
  - Any residential premises temporarily occupied for private purposes for no more than 30 days in any one period of insurance.
- ii) As an employer of employees involved in domestic duties at your home.
- iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

- In addition to items listed on pages 16-18 we will not pay for liability arising from:
- The transmission of any contagious disease by **you**.
- Death of or bodily injury (including disease and illness) to **you**.
- Loss of or damage to material property belonging to you or under your charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if insured by any other policy.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by you or on your behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- Death of or bodily injury to any employee arising out of:
  - i) being carried in or upon a vehicle; or
  - ii) entering or getting on to or leaving a vehicle;

in circumstances where any road traffic legislation requires insurance or security.

✓ We will cover you against liability at law for damages payable in respect of:	In addition to items listed on pages 16-18 we will not pay for liability arising from:
	Your willful act, including but not limited to any assault or alleged assault
	Your business or profession, but this does not apply to the letting of any part of your home to lodgers or paying guests or for private residential purposes.
	The ownership of any land or building including the <b>home</b> .
	A contractual obligation.
	The ownership, use or possession of:
	i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to your home, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).  ii) Aircraft, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).  iii) Any trailer, horse box or caravan (other than occupiers' liability arising from a static caravan rented and temporarily lived in by you).

We will cover you against liability at law for damages payable in respect of:	In addition to items listed on pages 16-18 we will not pay for liability arising from:
	The use of firearms, other than sporting guns used for sporting purposes.
	Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to you or under your charge.

#### Occupiers' and private individuals' liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that you have to pay, provided they are incurred with our written consent.

#### **Employers' liability**

If the incident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and the injury arises out of and in the course of such service or apprenticeship:

The maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants' **costs** and expenses and all other **costs** and expenses incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

#### CT03 Forcible and violent theft only

Paragraph 6 of part 1 of section 2 of this **policy** is replaced as follows:

The contents are insured against loss or damage caused by:	X In addition to items listed on pages 16-18 we will not pay for:
6. Theft or attempted theft.	<ul> <li>Any loss or damage unless force and violence is used to gain entry to your home.</li> </ul>
	Loss or damage when your home is unoccupied for more than 60 days in a row.
	Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.

#### **CT04 Unoccupancy conditions**

- 1. The exclusion of loss or damage occurring when **your home** is **unoccupied** for more than 60 days in a row applying to paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy** is deleted.
- 2. We will not be responsible for the first £400 of each and every incident of loss or damage under paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this policy in addition to any other amount for which you are responsible. There is no cover under these paragraphs unless:
  - i) **your home** is inspected both inside and outside at least every 14 days by **you** or by a responsible person acting on **your** behalf; and
  - ii) whenever your home is left unattended:
    - a) the water supply is turned off at the stopcock and all equipment, tanks and pipes containing water are drained, and
    - all doors and windows are closed and all the security devices (including locks and alarms) fitted to your home are put effectively into operation, and
    - all keys are removed from locks and taken away from your home or placed out of sight.

#### **PY01** Minimum standards of security

Unless **we** agree otherwise in writing, there is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

- a) All easy to reach windows or openings someone could get in through are fitted with key operated locks. This includes all windows, skylights and other openings that are accessible from ground level or without the use of a ladder, such as from a balcony, porch, single storey extension or next to a drainpipe.
- b) The last door **you** use when leaving **your home** is secured by either:
  - a lock certified to British Standard BS3621. (A lock certified to British Standard BS8621 is acceptable for flats or maisonettes above ground level to meet fire safety recommendations); or
  - multi point locking system with a minimum of three locking points.
- c) External sliding doors are secured by anti lift devices and either:
  - a hook lock certified to British Standard BS3621:
  - a multi point locking system with a minimum of three locking points; or
  - any lock plus two internal key operated patio door locks or key locking bolts at the top and bottom.
- d) External double doors are secured as follows:

The first closing door is secured both at the top and bottom with either:

- key operated security bolts that operate vertically into the door frame; or
- flush bolts mounted on the door edge and concealed when doors are closed.

The second closing door is secured with either:

- a lock certified to British Standard BS3621;
- a multi point locking system with a minimum of three locking points; or
- any lock plus key operated security bolts that operate vertically into the door frame at the top and bottom.
- e) All other external doors, including doors accessing the private dwelling from a garage, need to be secured either:
  - as stated in (b) above; or
  - by any lock plus internal key operated security bolts at the top and bottom.

58

- Garages and outbuildings are fitted with a key operated lock or locking system.
- g) Immediately before going to bed:
  - · all external doors and windows are closed, and
  - all the window and door locks and bolts fitted to your home are put effectively
  - into operation

other than in occupied bedrooms.

- h) Whenever **your home** is left unattended:
  - all doors and windows are closed and all the security devices (including locks and alarms) fitted to your home are put effectively into operation, and
  - all keys are removed from locks and taken away from your home or placed out of sight.

#### **PY02 Security**

There is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

- 1. Immediately before going to bed:
  - all external doors and windows are closed, and
  - all the window and door locks and bolts fitted to your home are put effectively into operation

other than in occupied bedrooms.

- 2. Whenever **your home** is left unattended:
  - all doors and windows are closed and all the security devices (including locks and alarms) fitted to your home are put effectively into operation; and
  - all keys are removed from locks and taken away from your home or placed out of sight.

#### PY03 Intruder alarm

There is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless the following requirements are met by **you** or by a responsible person acting on **your** behalf.

- 1. The intruder alarm installed at **your home** must be kept in proper working order under a continuing maintenance contract with an alarm company approved by the National Security Inspectorate (NSI) or Security Systems and Alarms Inspection Board (SSAIB) or such other company as agreed by
- Your intruder alarm (or such parts of your intruder alarm as may be agreed by us) must be set before you or your domestic employees retire for the night.
- 3. **Your** intruder alarm must be set whenever **your home** is left without a responsible person in attendance.
- 4. **Your home** must not be left without a responsible person in attendance unless, as far as **you** or **your** representatives are aware, the intruder alarm, including all telecommunication lines used to transmit any signal or call, is fully operational and working.
- Your intruder alarm must not be altered or replaced without our prior agreement.
- 6. **You** must tell **us** immediately if the police give formal notice to **you** of withdrawing response to signals or calls made by **your** intruder alarm.

## **PY09 Unoccupancy conditions**

- 1. The exclusion of loss or damage occurring when **your home** is **unoccupied** for more than 60 days in a row applying to paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 and paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy** is deleted.
- 2. We shall not be responsible for the first £400 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 and paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this policy, in addition to any other amount for which you are responsible. There is no cover under these paragraphs unless:
  - i) your home is inspected both inside and outside at least every 14 days by you or by a responsible person acting on your behalf; and

60

- ii) whenever your home is left unattended:
  - a) the water supply is turned off at the stopcock and all equipment, tanks and pipes containing water are drained, and
  - all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation, and
  - all keys are removed from locks and taken away from your home or placed out of sight.

#### **PY11** Jewellery protection

The maximum amount that **we** will pay in respect of one claim under this **policy** for a single article of jewellery or watch is £10,000 and for jewellery and watches in total is £20,000, unless the article(s) is/are:

- i) being worn; or
- ii) in a room occupied by the policyholder; or
- iii) in a securely fixed locked safe; or
- iv) deposited in a bank or safe deposit.

Subject otherwise to the limits, terms, exceptions and conditions of this policy.

### **PY12** Delayed installation of security

- It is a requirement of this **policy** that **your home** is secured in accordance with **our** minimum standards of security. If **you** do not comply with this requirement within 30 days of receipt of this **endorsement** by **you**, there will be no cover under sections 2 and 3 for loss or damage by theft or attempted theft from **your home**.
- 2. **Endorsement** PY01 (Minimum standards of security) does not apply until:
  - i) 30 days after receipt of **endorsement** by **you**; or
  - ii) such time as **your home** is secured in accordance with **our** minimum standards of security;

whichever is earlier.

#### **PY13 Proof of value**

It is a requirement of this **policy** that **you** provide **us** with proof of value and ownership acceptable to **us** for any item specified on **your policy schedule** that would cost more than £10,000 to replace. If **you** do not comply with this requirement within 30 days of the start date of cover, there will be no insurance under this **policy** for the item(s).

61

#### **OUR COMPLAINTS PROCEDURE**

**Our** aim is to get it right first time, every time. If you have a complaint, **we** will try to resolve it straight away but if **we** can't **we** will always confirm to you the receipt of **your** complaint within five working days. If **we** cannot resolve it within this time **we** will provide you with fortnightly updates on the current status of **your** complaint.

If **we** are unable to resolve the problem, **we** will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

# If you have a complaint about buildings, contents or personal possessions contact:

The Customer Care Department Highway Insurance 69 Park Lane Croydon Surrey CR9 1BG

Phone: 0800 633 5386 For Text Phone please dial 18001 first.

Email: complaints@lvbroker.co.uk

You have the right to refer **your** complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 0234567 or 0300 1239123
Email: complaint.info@financial-ombudsman.org.uk

#### **OUR COMPLAINTS PROCEDURE CONTINUED**

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.

For further information about **your** legal rights, please contact **your** local authority Trading Standards department or Citizens Advice Bureau.

# Making a claim 0800 032 9306



# www.LVbroker.co.uk/customers

LV= and Liverpool Victoria are registered trademarks of Liverpool Victoria Financial Services Limited and LV= and LV= Liverpool Victoria are trading styles of the Liverpool Victoria group of companies. Highway Insurance Company Limited, registered in England and Wales number 3730662 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register number 202972. Registered address: 57 Ladymead, Guildford, GUI 1DB. Tel. 0330 1239970.

0032317-2020