

Prudential Home Insurance

Your Policy Document

Standard Policy



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For more information on Prudential Insurance products:

Car insurance 0800 300 300

Travel insurance 0800 300 300

Welcome to Prudential Home Insurance

Dear Customer

Thank you for insuring Your Home with Us.

We are passionate about insurance and determined to provide You with outstanding customer service at all times.

We will do Our best to make insuring with Us as easy and trouble-free for You as possible.

Please read Your policy carefully. If for any reason it does not meet Your requirements, please phone Us immediately on **0845 605 9265**.

We hope that You will insure with Us for many years to come.

Your policy

Your policy is made up of:

- › The proposal confirmation
- › The policy booklet
- › The Schedule.

Any advice, leaflets or similar literature You receive about this insurance do not form part of Your policy, unless otherwise stated.

The contract of insurance

Your policy is proof of the contract between You and Us. It is based on the information given by or for You when You applied for this insurance. This information is shown on the proposal confirmation. You promise the information You have given Us is true as far as You know.

In return for You paying and Our accepting Your premium, We will provide insurance

cover under the terms of this policy during the Period of Cover shown in the Schedule.

We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs.

Important information

Your right to cancel

If, after buying Your policy, You decide that the cover does not meet Your needs write to Us at: Prudential Home Insurance, Atlantic House, 19-21 Tyndall Street, Cardiff CF10 4PP within 14 days of receiving Your documents or of the start date of the policy (whichever is later) and We will refund any premium You have paid, less an administration fee as shown in Your schedule, providing that You have not made any claim.

If You cancel Your policy after that time We will refund any premium paid for the remaining Period of Insurance less an administration fee, as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.

Policy renewal

If You decide not to renew Your policy contact us within 14 days of receiving Your renewal documents or of the start date of the new Period of Insurance (which ever is later) and We will refund any premium You have paid, providing

that You have not made any claim during the current Period of Insurance.

If You cancel Your policy after that time We will refund any premium paid for the remaining Period of Insurance less an administration fee, as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.

How to complain

Prudential Home Insurance aim to provide You with outstanding customer service at all times. However, there may be times when You feel that We have not done so. If this is the case, We would rather be told about it so We can do Our best to solve the problem.

Should there ever be an occasion when You need to complain, please call Us on Our priority number **0845 605 9275**. If Your complaint relates to a claim, please contact Your claims handler whose details will be shown in Your claims documentation.

If You wish to write, then address Your letter as follows:

Claims related complaints to:
Customer Relations Department,
Prudential Home Insurance,
Cote Lane,
Pudsey LS28 5GF.

All other complaints should be addressed to:
Customer Relations Department,
Prudential Home Insurance,
Atlantic House,
Tyndall Street,

Cardiff
CF10 4PP.

If we cannot resolve the differences between us, You may refer Your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone **0845 080 1800**.

Details about Our Regulator

Churchill Insurance Company Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at **www.fsa.gov.uk** or the Financial Services Authority can be contacted on **0300 500 5000**. The FSA registered number is 202727.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. (Maximum 90% of the claim with no upper limit after 31/12/09).

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme **www.fscs.org.uk**

Statement of Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs.

Your policy

How to read your Policy

This policy must be read as a whole.

Your cover

Please see your Schedule for confirmation of which Sections of cover apply, and any extra cover or conditions that may apply. If you would like to enquire about or add any additional Sections please contact us on **08445 605 9265**.

Definitions

Meaning of words

Wherever the following words or expressions appear in your policy or Schedule, they will have the meaning given here unless we say differently.

Bedroom A room built or converted for sleeping in, even if it is used for other purposes.

British Isles England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland.

Buildings Your Home and its patios, terraces, tennis courts, swimming pools, walls, fences, gates, drives, footpaths, landlord's fixtures and fittings, service tanks, drains, septic tanks, pipes, cables and

central heating oil tanks.

Business Your employment, business, trade, or profession.

Business Equipment Computers, keyboards, visual display units and printers, word processing equipment, desk-top publishing units, multi-user small business computers, fax machines, photocopiers, typewriters, computer-aided design equipment and telecommunication equipment worth up to £5,000 in total.

Contents Household goods and personal belongings (including Money and Credit Cards up to £500), satellite dishes and aerials belonging to you (or for which you are legally responsible) or to people who work for you and live in your Home, including Business Equipment in the Home up to a maximum of £5,000.

Credit Cards Credit, cheque, debit, banker's and cash dispenser cards issued in the British Isles to you.

Endorsement An agreed change in the terms of the policy.

Excess The amount you must pay towards any claim.

Family Your spouse, or Partner and other relatives normally living with you.

Home The insured property shown in the Schedule and its garages and outbuildings, as long as they are not used for Business.

Money Cash, cheques, money orders, postal orders, current postage stamps

which are not part of a collection, National Insurance stamps, saving stamps or certificates, premium bonds, traveller's cheques, travel tickets, luncheon vouchers, gift tokens and phonecards which belong to You which are not used for Business.

Partner A person You are living with as if married.

Pedal Cycle Any pedal cycle belonging to You, and its accessories.

Period of Cover The period for which We have agreed to provide insurance.

Personal Effects Clothing and other items designed to be either worn or normally carried belonging to You or Your Family

But not:

- Sports Equipment or camping equipment
- Valuables or Money
- contact or corneal lenses
- household goods or domestic appliances
- items held or used for any profession, Business or employment
- motor vehicle accessories whilst attached to the vehicle.

Personal Possessions Valuables, Personal Effects and Sports Equipment.

Policyholder The person or persons named as the Policyholder in the Schedule.

Sanitary Fittings Wash basins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels, but not including swimming pools.

Schedule The document which identifies the Policyholder and sets out details of the cover Your policy provides.

Sports Equipment Articles of personal use including sports clothing specifically designed to be used for any sporting activity and belonging to You or Your Family

But not:

- a) Camping equipment
- b) Any vehicle, watercraft including windsurfers and surfboards, aircraft including hang gliders, powered or otherwise, or their accessories
- c) Items held or used for any profession, Business or employment.

Sum Insured The amount shown in the Schedule or in the specific section limits shown in the policy wording which is the most We will pay for any number of claims caused by one incident.

Uninsurable Risks

- Wear and tear and depreciation
- Rot, fungus, woodworm, beetle, moth, insects or vermin
- Mechanical or electrical fault or breakdown

- › Any process of cleaning, dyeing, renovating, altering, re-styling, repairing or restoring
- › Any other gradually operating cause
- › Faulty workmanship, faulty design or the use of faulty materials
- › Changes in atmospheric conditions.

Unoccupied Not lived in by You or any other person with Your permission.

Valuables Jewellery, furs, items or sets or collections of gold, silver or other precious metals, works of art, watches, sets of stamps or coins or medals all belonging to You or Your Family

But not:

- › Property more specifically insured by any other policy
- › Property held or used for any profession, Business or employment.

We, Us, Our, the Company Churchill Insurance Company Limited.

Registered Office Address: Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

You/Your The policyholder(s) and members of their family (including foster children) who normally live with them.

Section 1 - Buildings

Standard cover

What is not insured:

- › Any Excess shown in the Schedule
- › Television and radio receiving equipment on the outside of Your Home
- › Swimming pool covers.

What You are insured against:

A Loss or damage to the Buildings

We will pay for loss of, or damage to the Buildings caused by the following:

- 1 Fire, explosion, lightning, earthquake, smoke

But not:

- › Loss or damage caused by smog or anything that happens gradually.

- 2 Theft or attempted theft

But not:

- › Loss or damage caused by You or a paying guest, or tenant
- › After Your Home has been Unoccupied for more than 60 days in a row.

- 3 Riot, civil commotion, or strikes.

- 4 Storm or flood

But not loss or damage:

- › To gates or fences

subsidence, heave or landslip that results from the escaping water.

B Extra cover

1 Drains, pipes and cables

We will pay for accidental damage for which You are legally responsible to underground drains and pipes, cables and tanks providing services to or from Your Home

But We will not pay for damage:

- › Caused by a paying guest or tenant.

2 Fixed glass and sanitary fittings

We will pay for accidental breakage of fixed glass forming part of Your Home and fixed sanitary fittings in Your Home

But We will not pay for damage:

- › Caused by any paying guest or tenant
- › After Your Home has been Unoccupied for more than 60 days in a row.

3 Site clearance and building fees

If Your Home is damaged as a result of any cause listed in Paragraph A of this section, We will pay:

- › The cost of clearing the site and making it and the Buildings safe
- › Architect's, surveyor's, consultant's and legal fees, but not fees for preparing a claim; and
- › The cost of restoring or repairing

the Buildings including extra costs to meet any government or local authority orders, but not if You knew about the orders before the damage happened.

4 Alternative accommodation and rent

If You cannot stay in Your Home following damage covered while Your Home is being repaired under this section, We will pay:

- › The amount of rent You would have received
- › Up to 2 years ground rent
- › The reasonable additional cost of similar alternative accommodation for You and Your domestic pets.

The most We will pay for a claim is 20% of the Building Sum Insured.

5 Selling Your Home

If You sell Your Home and between the date You exchange contracts and the date You complete the sale, it is damaged by anything under this section, We will provide cover for the person buying Your Home. This does not apply if they have other insurance cover.

6 Emergency entries

We will pay for damage to the Buildings caused when the fire brigade, the police, or the ambulance service have to make a forced entry because of an emergency to you or your family.

The most We will pay for a claim is £1,000

7 Trace and access

We will pay the cost of removing and replacing any part of the Buildings necessary to find and repair the source of any escape of water from tanks, pipes apparatus or fixed heating system of the Buildings.

We will not pay the cost of any loss or damage to Your household heating or water system itself.

We will not pay more than £5,000 for any one incident.

8 Plants in the garden

We will pay up to £1,000 for the cost of landscaping your garden after loss or damage to trees, shrubs, plants and lawns within the boundaries of the Home as a result of loss or damage caused by fire, explosion, lightning, smoke, malicious persons or vandals and impact. Or as a result of theft or attempted theft.

But not:

- Any amount exceeding £1,000
- Any single plant, tree or shrub exceeding £250
- Loss or damage caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost.
- Trees, shrubs, plants or lawns dying naturally because you have not looked after them properly.

C Accidental damage

This paragraph only applies if Your Schedule shows that Accidental Damage is included in Section 1 Buildings.

We will pay for accidental damage to the Buildings

But We will not pay for damage:

- By a cause listed in or specifically excluded in paragraph A, B1 or B2 of this section
- Caused by a paying guest or tenant
- Caused by normal settlement or shrinkage
- Due to Uninsurable Risks
- Caused by domestic pets
- After Your Home has been Unoccupied for more than 60 days in a row

And We will not pay for:

- The cost of maintenance or routine decorating.

D Inflation protection

We will increase the Sum Insured each month in line with increases in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another index of Our choice. Your annual premium will be based on the increased Sum Insured. The Sum Insured will not change if the index value goes down.

E Settling claims

1 We will pay the cost of repairing or

restoring the damaged parts of the Buildings.

- 2 We will take off an amount for wear and tear if the Buildings have not been well maintained.
- 3 If the repair or restoration is not carried out, We will pay the reduction in the market value of Your Home caused by the damage. We will not pay more than the repair or restoration work would have cost if the work had been carried out.
- 4 We will not pay the cost of repairing or restoring any undamaged part of the Buildings.
- 5 We will not pay more than the Sum Insured for a claim. The amount We pay will also depend on any limits shown in the policy or Schedule.
- 6 You must pay the Excess shown in the policy or Schedule.
- 7 The Sum Insured will not be reduced by a claim payment, unless there is a total loss of the Buildings or We pay the full Sum Insured.

F Property owner's liability

We will pay all amounts which You become legally responsible for arising solely from Your ownership of Your Home and its land or from any private dwelling previously owned and occupied by You if:

- Someone is injured, falls ill or dies
- Property is lost or damaged during the Period of Cover.

But We will not pay for liability:

- If You, Your lodgers, tenants or Your employees are injured, fall ill or die
- If the property belongs to or is the responsibility of You, Your lodgers or tenants or Your domestic employees
- Caused by Your Business
- Caused by an agreement, unless You would have been liable without the agreement
- Caused by Your capacity as occupier of Your Home
- Caused by You owning or using a lift or vehicle.

The most We will pay for a claim is £2,000,000. We will also pay all costs and legal fees for defending You, as long as We have agreed to do this in writing beforehand.

Section 2 - Contents

Standard cover

What is not insured:

- › Any Excess shown in the Schedule
- › Property insured by any other policy
- › Securities, certificates or documents of any kind unless they are defined as Money in this policy
- › Mechanically propelled or assisted vehicles (except domestic gardening equipment, electric wheelchairs, pedestrian controlled models and toys), trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand propelled or models) or their accessories or parts
- › Any living creature
- › Property held or used for any Business, except Business Equipment in the Home up to a maximum of £5,000
- › Landlord's fixtures and fittings
- › Bedded plants, trees, shrubs and grass.

What You are insured against:

A Loss of or damage to the Contents in Your Home

We will pay for loss of, or damage to, the Contents in Your Home caused by the following:

- 1 Fire, explosion, lightning, earthquakes, smoke

But not:

- › Loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft

But not:

- › Loss by deception, unless the only deception used is to get into Your Home
- › Loss or damage while Your Home, or any part of it, is lent or let unless someone has used force to get in or out
- › Loss or damage caused by You
- › Loss of Money, unless someone has used force to get in or out of Your Home
- › Loss or damage after Your Home has been Unoccupied for more than 60 days in a row.

The most We will pay for any one claim for items which are in the garages or outbuildings belonging to Your Home is £2,000.

3 Riot, civil commotion, or strikes.

4 Storm or flood.

5 Subsidence, heave or landslip of the site Your Home stands on

But not:

- › Loss or damage caused by coastal or river erosion
- › Loss or damage caused by demolition or structural changes or repairs to Your Home
- › Loss or damage caused by faulty

workmanship or materials.

6 Vandalism or malicious damage

But not:

- Loss or damage caused by You or a paying guest, or tenant
- Loss or damage after Your Home has been Unoccupied for more than 60 days in a row.

7 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

But not:

- Loss or damage caused by insects, birds or pets.

8 Falling trees or branches.

9 Falling television and radio aerials (including satellite dishes), their fittings and masts.

10 Water or oil escaping from any fixed water or heating installation or from any domestic appliance

But not:

- Loss or damage after Your Home has been Unoccupied for more than 60 days in a row.

B Extra cover

1 Television, video, audio and computer equipment

We will pay for accidental damage to Your television sets, video recorders, DVD players, audio equipment, radios, home computers, monitors, laptops and television games consoles while in Your Home (including aerials and satellite dishes fixed to Your Home)

But We will not pay for damage:

- Caused by a paying guest or tenant
- To tapes, cassettes, cartridges, records or discs of any kind
- Caused by Uninsurable Risks
- To items designed to be portable whilst they are being transported, carried or moved
- To mobile phones and mobile phone equipment
- After Your Home has been Unoccupied for more than 60 days in a row.

2 Mirrors and glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, plate-glass tops to furniture and ceramic glass in cooker hobs in Your Home

But We will not pay for damage:

- Caused by a paying guest or tenant
- After Your Home has been

Unoccupied for more than 60 days in a row.

3 Contents outside

We will pay for loss or damage as a result of any cause listed in Paragraph A of this section while the Contents are outside, but within the boundaries of the land belonging to Your Home

But We will not pay for loss or damage:

- › By storm or flood
- › To Pedal Cycles
- › Caused by a paying guest or tenant
- › After Your Home has been Unoccupied for more than 60 days in a row.

We will not pay for:

- › Loss of Money

The most we will pay for a claim is £1,000.

4 Contents temporarily taken out of Your Home

We will pay for loss or damage as a result of any cause listed in Paragraph A of this section while the Contents are temporarily:

- › In any building where You are living whilst in full-time education in the British Isles
- › In a bank or safe deposit, occupied private home or any building where You work or live in the British Isles

- › Somewhere else in the British Isles

But We will not pay for loss or damage:

- › In any furniture store, sale room or exhibition
- › Caused by theft, unless someone has used force to get into or out of a building
- › For theft from any motor vehicle
- › While the Contents are being moved or are with You
- › Caused by vandalism or malicious damage
- › Caused by a storm or flood if the Contents are not in a building.

The most We will pay for a claim is £5,000.

5 Contents lost or damaged while You are moving Home

We will pay for accidental loss of or damage to the Contents:

- › When they are being carried by land from Your Home to another Home in the British Isles by professional removal contractors
- › While they are in a furniture store for up to 7 days

But We will not pay for loss or damage:

- › To Money or Valuables
- › To china, glass, mirrors, earthenware and other items which are likely to

break unless they have been packed by professional packers.

As well as any Excess shown in the Schedule, You must pay the first £50 of any claim.

6 If Your keys are stolen

› We will pay the reasonable cost of replacing locks or parts of locks for the outside doors to Your Home and for safes and alarms fitted in Your Home if the keys to those locks have been stolen.

7 Title deeds

We will pay the cost of preparing new title deeds to Your Home if they are lost or damaged by any of the causes listed in Paragraph A of this section while they are in Your Home or in Your bank.

The most We will pay for a claim is £2,500.

8 Alternative accommodation

We will pay the reasonable extra cost of similar alternative accommodation for You and Your pets if You cannot stay in Your Home as a result of any of the causes listed in Paragraph A of this section.

We will also pay the reasonable cost of storing the Contents of Your Home until You can move back into Your Home.

The most We will pay for a claim is 20% of the Contents Sum Insured.

9 Oil and metered water

We will pay for the reasonable cost incurred for loss of oil from the domestic

heating installation and loss of metered water following accidental damage to the Buildings.

10 Seasonal increase

During the period 1 December to 15 January and if within the Period of Cover shown on the Schedule, the Sum Insured by this Section is increased by 10%.

11 Wedding gifts

During the 4 weeks before and after the wedding day of You or any member of Your family and if within the Period of Cover shown on the Schedule, the Sum Insured by this Section is increased by 10%.

12 Downloaded information

We will pay the cost of replacing information that you have bought and stored on Your TV and audio equipment that is lost or damaged as a result of any cause listed in paragraph A of this section.

But not the cost of:

- › Remaking a file, tape, disc or disk.
- › Rewriting the information contained on your home entertainment equipment.
- › The most we will pay for one claim will be £1,000.

13 Garden cover

We will pay up to £1,000 for the cost of landscaping your garden after loss

or damage to trees, shrubs, plants and lawns within the boundaries of the Home as a result of loss or damage caused by fire, explosion, lightning, smoke, malicious persons or vandals and impact. Or as a result of theft or attempted theft.

But not:

- Any amount exceeding £1,000.
- Any single plant, tree or shrub exceeding £250.
- Loss or damage caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost.
- Trees, shrubs, plants or lawns dying naturally because you have not looked after them properly.
- If You claim for this under Section 2
 - Contents You cannot also claim for the same incident under Section 1
 - Buildings of this policy.

C Accidental damage

This paragraph only applies if Your Schedule shows that Accidental Damage is included in Section 2 Contents.

We will pay for accidental damage to the Contents of Your Home

But We will not pay for damage:

- To Contents listed in paragraphs B1 and B2 of this section
- Caused by a paying guest or tenant

- To clothing, contact or corneal lenses, hearing aids, plants, food or drink, Money or Pedal Cycles
- Due to Uninsurable Risks
- Caused by domestic pets
- While You are moving house
- By a cause listed in or specifically excluded in paragraph A of this section
- After Your Home has been Unoccupied for more than 60 days in a row
- To Contents away from the Home
- To Contents outside, but within the boundaries of the land belonging to Your Home.

D Frozen food

We will pay for loss of, or damage to, the food in Your freezer if the temperature rises or falls or the refrigerant or refrigerant fumes escape

But We will not pay for loss or damage:

- Caused by any deliberate act or neglect by You
- Caused by the deliberate act of any power supply authority or its employees, including strike action
- If the freezer is over 10 years old, unless it is maintained under a maintenance contract
- After Your Home has been

Unoccupied for more than 60 days in a row.

- › We will pay for the reasonable cost of hiring another freezer while Yours is not working. The most We will pay will not be more than the limit shown in the Schedule.

E Inflation protection

We will increase the Sum Insured but not limits each month in line with increases in the Consumer Durables Section of the Retail Price Index or another index of Our choice.

Your annual premium will be based on the increased Sum Insured and limits. The Sum Insured will not change if the index value goes down.

F Settling claims

1 We will at Our option:

- a) pay the cost of replacing the item;
- b) make a cash payment which will be the price We could have replaced it for using Our own Suppliers; or
- c) repair or replace the item as new.

This does not apply to:

- › Clothing, towels, bed or table linen
- › Any item or part which is not replaced or repaired.

In these cases, We will take off an amount for wear and tear.

2 We will not pay for the cost of repairing or replacing any undamaged part of a set,

collection or suite.

3 We will not pay more than the Sum Insured for a claim. The amount We pay will also depend on any limits shown in the policy Schedule and inflation, subject to the following limits:

- › The Sum Insured by any item
- › £500 in respect of Money and Credit Cards
- › £1,500 for any one Valuable unless specified in the Schedule
- › The amount shown as the 'Valuables Limit' in the Schedule for any loss of Valuables
- › The amounts shown in items 3, 4, 6, 7 and 9 of Paragraph B of Section 2 Contents.

In addition We will pay the amount payable under items 8 and 10 of Paragraph B of Section 2 Contents.

4 If You claim for an item specified in Your Schedule, You will need to provide proof of the item's value. We recommend that You keep copies of valuations, receipts and instruction booklets to help You do this.

5 The Sum Insured will not be reduced by a claim payment unless the claim relates to the total loss of any specified item, or We pay the full Sum Insured.

6 You must pay the Excess shown in the policy or Schedule.

7 If the Sum Insured is less than the cost of replacing all the Contents in Your Home as new, We may make a deduction to reflect the difference between these values. For example, if the Sum Insured is equal to 75% of the cost of replacing all the Contents as new, We may pay only 75% of Your claim.

G Personal liabilities

1 Liability to the public

We will pay all amounts for which You become legally responsible as the occupier (but not as the owner) of Your Home or a private person if:

- Someone is injured, falls ill or dies
- Property is lost or damaged anywhere in the world during the Period of Cover

But We will not pay for liability:

- If You, Your domestic employees, lodgers or tenants are injured, falls ill or dies
- If the property belongs to or is the responsibility of any of You, Your domestic employees, lodgers or tenants
- Caused by You owning or using any land or building other than Your Home
- Caused by Your Business
- Created by any agreement, unless You would have been liable without the agreement
- Caused by You owning, having or using a mechanically- propelled or assisted

vehicle (other than gardening machinery and pedestrian vehicles used in or about the Home), lifts, caravans, aircraft, hovercraft or watercraft (other than hand-propelled or models) and livestock (other than pets)

- Caused by You passing on an infectious disease
- Caused by You owning or having a dangerous dog as defined under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation
- Caused by Your ownership or use of firearms (including airguns)
- Due to any wilful or malicious act.

The most We will pay for a claim is £2,000,000.

We will also pay all costs and legal fees for defending You, as long as We have agreed to this in writing beforehand.

2 Liability to domestic employees

We will pay all amounts which You become legally responsible for if any of Your domestic employees are injured, fall ill or die while they are working for You during the Period of Cover.

The most We will pay for a claim is £10,000,000. We will also pay all costs and legal fees for defending You, as long as We have agreed to this in writing beforehand

But We will not pay liability:

- Caused by You passing on an infectious disease.

3 Tenant's liability

We will pay all amounts which You become legally responsible for as a tenant of Your Home following:

- Damage to Your Home from any of the causes listed in paragraph A of Section 1 Buildings (unless Your Home has been Unoccupied for more than 60 days in a row)
- Accidental damage to underground drains and pipes, cables and tanks providing services to Your Home.

The most We will pay for a claim is 20% of the Contents Sum Insured.

Section 3 - Personal Possessions – optional extra

A Loss or damage

We will pay for accidental loss of, or damage to, Your Personal Possessions anywhere in the British Isles. Your Personal Possessions are also covered while they are with You if You take them outside the British Isles for up to 60 days in any Period of Cover

But We will not pay for loss or damage:

- To any Sports Equipment while You are using it
- By deception, unless the only

deception used is to get into Your Home

- By theft from an unattended motor vehicle, unless the item is in a locked boot, concealed luggage compartment or glove compartment and someone has used force to get into the vehicle The most We will pay for a claim for theft from an unattended motor vehicle is £1,000.
- Due to Uninsurable Risks
- Caused by domestic pets
- Caused by delay, or the item being held or confiscated by order of any government, public or police authority
- If already covered under Section 2 of this policy
- To jewellery (where the value of the item is £1,500 or more) on the premises of hotels or motels, unless You are wearing or carrying the jewellery or it is placed in a locked safe or vault.

What is not insured:

- Any Excess shown in the Schedule
- Property insured by any other policy
- Pedal Cycles or their accessories
- Mechanically propelled or assisted vehicles, Pedal Cycles, trailers, caravans, watercraft (including

surfboards and sail boards), hovercraft, aircraft (other than hand propelled or models) or their accessories or parts (other than removable entertainment equipment while removed from the vehicle)

- › Pets and livestock
- › Property held or used for any Business
- › Household goods and domestic appliances
- › Securities, certificates, Money or documents of any kind
- › China, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids, food or drink, camping equipment, musical instruments, tools or television receiving equipment on the outside of Your Home.

B Additional cover

1 Money

We will pay for accidental loss of Money anywhere in the British Isles. Your Money is also covered while it is with You if You take it outside the British Isles for up to 60 days in any Period of Cover

But We will not pay for loss:

- › If Your Money is held by order of any government, public or police authority

- › Caused by mathematical mistakes or loss of value
- › If You did not report the loss to the police within 24 hours of discovering it.

The most We will pay for a claim is the limit shown in the Schedule.

What is not insured:

- › Any Excess shown in the Schedule
- › Money which You have or use for any Business.

2 Credit Cards

We will pay for Your financial loss if Your Credit Card is stolen or lost and someone else uses it

But We will not pay for loss:

- › If You have not kept to the conditions of the Credit Card company
- › If You did not report the loss to the police and the card company within 24 hours of discovering the loss
- › Following unauthorised use by Your Family.

The most We will pay for a claim is the limit shown in the Schedule.

What is not insured:

- › Any Excess shown in the Schedule.

3 Items in a bank

We will pay for accidental loss of or

damage to items described in the Schedule as being held in a bank or safe deposit

But not:

- While such items are removed from the custody of the bank or safe deposit
- Any loss or damage which does not involve forced or violent entry to the bank or safe deposit.

C Inflation protection

We will increase the Sum Insured (but not limits) each month in line with increases in the Consumer Durables Section of the Retail Price Index or another index of Our choice. Your annual premium will be based on the increased Sum Insured and limits. The Sum Insured will not change if the index value goes down.

D Settling claims

- 1 We will at Our option:
 - a) pay the cost of replacing the item;
 - b) make a cash payment which will be the price We could have replaced it for using Our own Suppliers; or
 - c) repair or replace the item as new.

This does not apply to:

- Clothing, (including sports clothing), towels, or linen
- Any item or part which is not replaced or repaired.

In these cases We will take off an amount for wear and tear.

- 2 We will not pay more than the Sum Insured for a claim. The amount We pay will also depend on any limits shown in the policy or Schedule.
- 3 The most We will pay for any one claim will be the total Sum Insured on Personal Possessions shown in the Schedule subject to the following limits:
 - The Sum Insured by any item specifically listed in the Schedule
 - £1,500 for any one item, set or collection unless otherwise specified in the Schedule.

If You claim for an item specified in Your Schedule, You will need to provide proof of the item's value. We recommend that You keep copies of valuations, receipts, photographs and instruction booklets to help You do this.

- 4 You must pay the Excess shown in the policy or Schedule.
- 5 The Sum Insured will not be reduced by a claim payment unless the claim relates to the total loss of any specified item, or We pay the full Sum Insured.
- 6 We will not automatically replace the Sum Insured for any item of specified Personal Possessions which has been totally lost or destroyed. If You want further insurance for the replacement items, You must tell Us.

Section 4 - Pedal Cycles – optional extra

A Loss or damage

We will pay for accidental loss of, or damage to, Your Pedal Cycles anywhere in the British Isles. Your Pedal Cycles are also covered while they are with You if You take them outside the British Isles for up to 60 days in any Period of Cover

But We will not pay for loss or damage:

- To tyres or accessories, unless the Pedal Cycle is stolen or damaged at the same time
- While the Pedal Cycle is being used for racing, pacemaking, competition, demonstration, exhibition or trials
- By deception, unless the only deception used is to get into Your Home
- By theft, unless the Pedal Cycle is in a locked building or has been chained to something which cannot be moved and is immobilised by a security device
- Due to Uninsurable Risks
- Caused by domestic pets
- Caused by delay, or the item being held or confiscated by order of any government, public or police authority
- By a cause excluded by Paragraph A

of Section 2 - Contents.

The most We will pay for a Pedal Cycle is shown in the Schedule.

What is not insured:

- Any Excess shown in the Schedule
- Mopeds
- Pedal Cycles more specifically insured by any other policy.

B Settling claims

- 1 We will pay the replacement cost of the item, make a cash payment which will be the price We could have replaced it for using Our own suppliers, replace the item or part as new or We will repair the item as new.
- 2 We will not pay more than the Sum Insured for a claim. The amount We pay will also depend on any limits shown in the policy or Schedule.
- 3 You must pay the Excess shown in the policy or Schedule.
- 4 The Sum Insured will not be reduced by a claim payment unless the claim relates to the total loss of any specified item or We pay the full Sum Insured.
- 5 We will not automatically replace the Sum Insured for any specified Pedal Cycle which has totally been destroyed. If You want further assistance for the replacement items, You must tell Us.

Section 5 - No Claim Discount

If You do not claim during the Period of Cover, We will reduce Your renewal premium in line with the scale below:

Number of years in a row without a claim	Discount
1 year	10%
2 years	15%
3 years	20%
4 years	25%
5 years or more	30%

If You make a claim under Section 2, 3 or 4 We will reduce Your No Claim Discount on Your Contents insurance. If You make a claim under Section 1 We will reduce Your No Claim Discount on Your Buildings insurance.

The No Claim Discount reductions are set out in the scale below:

No Claim Discount at the Start of the Period of Cover	No Claim Discount at next renewal date following:	
	1 claim	2 claims
10%	nil	nil
15%	nil	nil
20%	nil	nil
25%	15%	nil
30%	20%	nil

You cannot transfer Your No Claim Discount to someone else unless We have agreed to this in writing beforehand.

Section 6 – Home Emergency Legal Protection (HELP) - optional extra

This section only applies if it is shown on your schedule. This section covers legal expenses.

How to make a claim for legal expenses

- 1 Phone Our legal advice helpline on 0845 605 9268. Please have Your Home insurance policy number available when You call.
- 2 You must tell the Legal advice line of any incident which may lead to a claim under the policy. You must do this as soon as possible, and always within 180 days of the date that You knew about or should have known about the incident.
- 3 We will send You a claim form to fill in and return to Us. For extra security, We may record all phone calls and keep the recording secure.

Legal Helpline – 0845 605 9268

You can ring the helpline to discuss any private legal problem. This service is here to help, so please feel free to use it.

While You have a current policy with Us, the helpline is available 24 hours a day, seven days a week. In particular, if something You are proposing to do may result in a legal claim, You must talk to Us first.

For extra security, We may record all phone calls and keep the recording secure.

The following definitions are in addition to or may replace those shown on pages 4-6 of the policy. In this section 6 only, the words below will have the following meanings

Costs The professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is. We will also pay costs which You are ordered to pay by a court or other organisation and any other costs We agree to in writing.

The most We will pay for all costs will be £50,000 for any claim or claims arising from any one incident.

Date of incident Either:

- the date of the incident that has led to this claim; or
- the date of the first incident, if there are a number of incidents

whichever is earlier.

Full enquiry A full examination of all aspects of Your personal tax affairs by HM Revenue & Customs.

Solicitor Any suitably qualified person appointed to represent you under this section.

Territorial limits The United Kingdom. For claims relating to 'personal injury' and 'contract dispute', the territorial limits also include the European Union, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein,

Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

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

You, Your The person named as the Policyholder in the schedule, their partner and members of their Family (including foster children) who normally live with them.

Cover provided

We will pay for the following.

1 Costs in the event of the following.

a) **Personal injury** – Death or bodily injury to You.

b) **Contract dispute** – A dispute arising out of an agreement You have for:

- buying or hiring goods or services;
- selling goods; or
- buying or selling Your Home.

c) **Property protection** – A dispute arising out of You owning or living in Your Home.

d) **Employment** – A dispute arising out of your employment.

e) **Tax protection** – A full enquiry by HM Revenue & Customs, if the enquiry resulted from your work as an employee.

f) **Inheritance dispute** – A dispute over something left to you in a will.

g) **Legal defence** – Your work as an employee which leads to:

- You being prosecuted in a magistrates' or crown court;
- civil action being taken against You for unlawful discrimination because of someone's sex, race, disability, religious belief or political opinion; or
- civil action being taken against You under section 13 of the Data Protection Act 1998.

h) **Motoring prosecution** – You being prosecuted for an offence connected with using or driving a motor vehicle.

2 Salary while you attend jury service – We will pay Your salary or wages for each half or whole day You attend jury service if You cannot claim them back from the court or from Your employer.

The cover provided by this section only applies if:

- the Date of Incident is within the Period of Insurance and the incident happens within the Territorial limits;
- any legal proceedings are carried out by a court or other organisation We agree to within the Territorial limits; and
- it is always more likely than not that You will be successful with Your claim.

General exclusions which apply to Home Emergency Legal Protection cover

(See also General exclusions on page 32-33)

You are not covered for any of the following.

- 1 Any claim You report to Us more than 180 days after the date You knew about, or should have known about, the incident leading to the claim.
- 2 Costs You have paid or will have to pay before We have agreed to them.
- 3 Your Costs in any action against another person who is insured by this policy.
- 4 Any fines, penalties, compensation or damages which You are ordered to pay by a court or other organisation.
- 5 Any claim between You and someone You live with or have lived with.
- 6 Any application for a judicial review.
- 7 Any dispute with Us about this section of the policy, other than as shown in general condition 5 on page 27.
- 8 Any incident which begins before cover starts.
- 9 Any Costs if You stop or settle a claim, or withdraw instructions from the Solicitor, without good reason. If this applies, You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.

General Exclusions 4 & 5 on page 33 do not apply to Section 6

Specific exclusions which apply to Home Emergency Legal Protection cover

You are not covered for any of the following.

Personal injury

- Any illness or injury which develops gradually or is not caused by a specific or sudden accident.
- Defending Your legal rights in claims against You.

Contract dispute

- Any claim arising out of advice, specification, design, construction, conversion or extension on any land or relating to any buildings.
- Any claim relating to leases, tenancies or a licence to occupy.
- Any claim arising out of a contract You have entered into in connection with a profession, business or trade, other than as provided for under 'Employment' – see page 26.

Property protection

- Any claim if the Date of Incident is less than 90 days after cover started.
- Any building or land other than Your Home.
- Defending Your legal rights in claims against You.

Employment

- › Any claim if the Date of Incident is less than 90 days after cover started.
- › Defending Your legal rights in claims against You.
- › Any Costs relating to internal grievance procedures or disciplinary hearings within the company You work.
- › Any claim started in the county court or high court or the equivalent courts in Scotland.

Motoring prosecution

- › Any claim involving You driving a motor vehicle for which You do not have valid motor insurance.
- › Parking offences

General conditions which apply to Home Emergency Legal Protection cover

(See also General conditions on page 34-36)

If You do not keep to the following conditions, We may cancel this cover, refuse any claim and withdraw from any current claim.

1 You must do the following

- › Let Us have full details of Your claim and any other information that We or the Solicitor, ask for. (You must pay any costs involved in providing this information.)
- › Fully co-operate with the Solicitor and Us, and not do anything which

might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.

- › Tell Us about any developments affecting Your claim.
- › Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
- › Tell Us if anyone makes a payment into court or offers to settle Your claim.
- › Try to get back any Costs that We have to make, and if You do get them back, pass them to Us.
- › Get Our agreement before You negotiate or settle a claim.

2 Appointing a Solicitor

- › We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your policy will cover them as long as You keep to the policy conditions.
- › If We accept Your claim We, or a Solicitor We appoint, will try to settle the matter without having to go to court.
- › If it is necessary to take Your claim to court, or if there is a conflict of interests, You can choose the Solicitor to act for You. Otherwise, We will appoint a Solicitor for You.

› We or You will appoint the Solicitor to act for You in line with Our standard terms of appointment. (You can ask Us for a copy.)

› You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.

› If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3 You must tell Your Solicitor to do the following

› Get Our written permission before instructing a barrister or an expert witness.

› Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4 We can do the following

› Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.

› Decide to settle Your claim by paying the amount in dispute. If Your claim is not for damages, We may decide to settle Your claim by paying You the equivalent financial value of Your claim.

› Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim.

› Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5 Disputes

You have the right to refer any disagreement between You and Us to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Territorial Limits whose law governs this section of the policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 3 for details of our complaints procedure.)

6 Cancellation

We can cancel your Home Emergency Legal Protection cover by sending You seven days' notice in writing to Your last known address. You, the Policyholder, can cancel Your Home Emergency Legal Protection cover by telling Us.

We will only refund the part of the premium You have not used when We cancel the cover. We will not refund any premium when You cancel the cover or if a claim has been made.

If the cover is cancelled, it will not affect Your rights to any claim which happened while the cover was in force.

7 People involved in this contract

This contract for Home Emergency Legal Protection is between You, the policyholder, and Us. No-one else has any rights they can enforce under this contract, except those they have by law.

General Conditions 2 and 6 on pages 34-35 do not apply to Section 6

Section 7 – Home Emergency Assistance

Definitions which apply to Home Emergency Assistance.

The following words will have the meanings shown next to them:

Authorised Repairer A person, company or organisation appointed by Us to temporarily or permanently rectify, repair or prevent further damage by making safe the Emergency where possible.

Beyond Economic Repair The point at which the cost of repairing the boiler/appliance exceeds the value of replacing the boiler/appliance. The decision will be based on Our scale of valuations that take into account the age and type of the boiler/appliance.

Call Out The dispatch of an Authorised Repairer following a request for Emergency Assistance, even if the request is

subsequently cancelled by You.

Emergency An incident in the Home occurring during the Period Of Cover, which if not dealt with quickly will:

- a) make the Home unsafe or insecure for its occupants; or
- b) cause damage to the Home and its contents; or
- c) leave the Home with a total loss of its Main Source Of Heating, lighting or hot/cold water.

Emergency Assistance Work undertaken by an Authorised Repairer to resolve the Emergency by completing a repair to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the Emergency where possible. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor coverings/tiles, flowerbeds) or the permanent reinstatement of pathways and driveways needing to be removed or replaced in order to deal with the Emergency.

Geographical Limits The United Kingdom including the Isle of Wight but not Northern Ireland, the Channel Islands, the Scilly Isles and the Isle of Man.

Home The private dwelling that You own and reside in as Your permanent residence, including integral garage(s) used for domestic purposes. This does not include detached garages and outbuildings.

Main Source Of Heating In the case of gas central heating, this is the boiler from the appliance isolating cock together with the pump, motorised valves and cylinder thermostat, temperature and pressure controls, pipework, hot water cylinder, feed and expansion tanks and the main flueing.

In the case of electrical storage heating, this is the storage and wall mounted panel heaters that are permanently sourced by the mains electricity supply, including convection storage heaters, storage heaters incorporating fans and combination storage/panel heaters.

Period Of Cover The period You are insured for that is shown on Your Prudential home policy schedule.

Permanent Repair Repairs and/or work required to resolve the damage caused to the Home by the Emergency.

Temporary Repair Repairs and/or work that may resolve an Emergency but may need to be replaced by a Permanent Repair.

Unoccupied Not lived in by You or any other person with Your permission.

We/Us/Our Churchill Insurance Company Limited.

You/Your/Yourself The policyholder and members of their family (including foster children) who normally live with them.

What is included

Domestic Emergency

- 1 If You suffer an Emergency at Your Home You should tell Us on the Emergency helpline number – **0800 032 4164**. We will then:
 - a) advise You how to protect Yourself and the Home immediately when You call Us;
 - b) organise and pay up to £250 including VAT, call out, labour, parts and materials to carry out Emergency Assistance at the Home. Major parts/appliances and parts/appliances that are Beyond Economic Repair are excluded. All labour charges in excess of the amount stated in this clause, together with the cost of replacement parts and/or other materials, other than what We have agreed to pay, are Your responsibility.

Exclusions

- 2 The following are excluded from Section 7 - Home Emergency Assistance:
 - a) any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
 - b) burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap;
 - c) internal plumbing and drainage,

- other than domestic sanitary fittings, hot/cold water supply, storage and drainage systems for which You have the responsibility within the interior of Your Home;
 - d) external water supply pipes;
 - e) failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months of this cover;
 - f) boilers over 10 years old and/or with an output exceeding 60kw;
 - g) electrical wiring, other than the permanent electrical supply system in Your Home supplying electrical power to internal wall sockets, switches, bulb sockets and fuse boxes which are beyond the electricity company's supply meter;
 - h) consumables that need replacing through regular use, including but not limited to light bulbs, batteries, filters, fuses etc;
 - i) internal locks, doors, glass, or the locks, doors and windows to detached garages and outbuildings;
 - j) any loss or damage caused by rot, fungus, woodworm, beetle, moths, insects or vermin;
 - k) breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
 - l) damage to boundary walls, hedges, fences or gates.
- 3 We will not cover any of the following:
- a) loss or damage arising from circumstances which You knew about prior to the start date of this policy;
 - b) loss or damage which happens prior to or within the first 14 days of the start date of this policy.
 - c) any item not forming part of the Main Source Of Heating;
 - d) the cost of replacement parts due to natural wear and tear or gradual deterioration;
 - e) loss or damage arising from the interruption or disconnection of the gas, water or electricity services to the Home;
 - f) costs of the restoration of any decoration, fixtures or fittings needing to be removed or replaced in the process of providing Emergency Assistance;
 - g) loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc;
 - h) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company;

- i) any cost relating to the attempted repair by You or any person authorised by You;
 - j) any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards;
 - k) any Emergency in a Home that has been Unoccupied for more than 60 consecutive days;
 - l) the cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except where in relation to locks, doors and windows), structural repairs, alteration, demolition or the use of defective materials;
 - m) any loss arising from movement caused by bedding down of new structures, demolition or structural repairs or alterations to the Home, faulty workmanship or the use of defective materials, or river or coastal erosion;
 - n) any expense, indirect loss, legal liability or any loss or damage to property directly or indirectly caused by terrorism.
- Terrorism is defined as the use of biological, chemical or nuclear force,
- or contamination, by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public in fear.
 - o) any loss or damage arising as a consequence of:
 - war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
 - p) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all;

- q) any system, appliance, wiring or fixtures where replacement is only necessary to make it compliant with legislation, health and safety guidelines or British Standards;
- r) adjustment of time and temperature controls and replacement of time controls;

General conditions which apply to Home Emergency Assistance

- 1 All requests for Emergency Assistance must be made to the Helpline within 24 hours of discovering the Emergency and not direct to an Authorised Repairer otherwise the cover will not apply.
- 2 You must quote Your policy number when requesting Emergency Assistance
- 3 If any loss, damage or expense included within this cover is covered by any other insurance, maintenance contract, guarantee or warranty, We will not pay more than Our rateable proportion.
- 4 This policy does not cover normal day to day maintenance of Your Home for which You are responsible. Nor does it pay for replacing items that need to be replaced as a result of natural wear and tear or gradual deterioration.
- 5 You must co-operate with Us in obtaining reimbursement of any costs We incur under the terms of this cover, which may have been caused by the action of a third party against whom You

have a legal right of action.

- 6 You must take all reasonable steps to prevent any loss, damage or breakdown and to maintain the Home, its systems and appliances in good repair.
- 7 Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.
- 8 We will not be responsible for any indirect loss arising from the provision of, or delay in providing the services under this cover.

General exclusions which apply to Sections 1 to 4 and 6 of the policy

You are not covered for any of the following:

1 Radioactive contamination

Any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- › Ionising radiation or radioactive contamination from any nuclear fuel or waste
- › The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

2 War

Any loss or damage caused by war, invasion, revolution or any similar event.

3 Sonic bangs

Loss or damage caused by pressure waves from an aircraft travelling at or beyond the speed of sound.

4 Loss of value

Loss of value which is more than the cost of repair or replacement.

5 Events before the policy starts

Any loss, damage, liability or injury which happened before the cover under Your policy started.

6 Pollution or contamination

Any expense, indirect loss, legal liability or any loss of or damage to property directly or indirectly caused by pollution or contamination, unless arising from leakage of oil from any fixed heating installation or from any domestic appliance in Your Home which takes place during the Period of Cover.

7 Failure of computers and electrical equipment

Damage or indirect loss directly or indirectly due to:

- The failure of any computer or other electrical equipment or component to recognise correctly any date as its true calendar date
- Computer viruses.

8 Deliberate acts

We will not pay for any deliberate damage caused by You or Your Family, or by any other person lawfully in Your Home.

9 Specific insurance

We will not pay for any claims where a more specific insurance policy was in force at the time of the loss or claim.

10 Uninsurable risks

We will not pay for any Uninsurable Risks.

11 Terrorism

We will not pay for any expense, indirect loss, legal liability or any loss or damage to property directly or indirectly caused by terrorism.

Terrorism is defined as the use of biological, chemical or nuclear force, or contamination, by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public in fear.

Claims conditions which apply to Sections 1 to 4 of the policy

1 Accidents and losses

You must tell Us as soon as reasonably possible about any incident which may lead to a claim under this policy. If You receive any notice of a prosecution or You are sent a statement of claims, summons, claim or letter, You must send it to Us, unanswered as soon as possible. You must also keep Us up to date with any developments in Your claim.

2 Claims procedure

You must not admit liability or negotiate to settle any claim without Our written permission. We may take over, defend or settle the claim, or take up any claim in Your name for Our own benefit. You must give Us all the information and help We need. You must not abandon any property to Us.

For any loss or damage claim You must:

- Give Us any information and evidence We ask for, including written estimates and proof of ownership or value
- Tell the police immediately if there has been loss or damage caused by deception, theft, attempted theft, vandalism or malicious damage, riot or loss outside Your Home and obtain a crime reference number
- Take all reasonable steps to get back lost or stolen property
- Provide Us with access to or inspection of the damaged property
- You and any other person entitled to benefits under the policy must comply with all requests for co-operation
- At Our option, We may request invoices and/or receipts for the repair or replacement of lost, damaged or stolen items, before releasing payment in the settlement of a claim.

3 Other insurance

If You have other insurance which covers the same loss, damage or liability, We will not pay more than Our share of Your claim.

4 Outstanding premiums

The amount of any claim payable by Us will be reduced by the total of the unpaid premium for the full Period of Cover.

General conditions which apply to Sections 1 to 4 and 6 of the policy

1 Your duty

We will only provide the cover set out in this policy if You keep to all the terms, conditions and Endorsements of the policy.

2 Preventing loss or damage

You must take all reasonable care to prevent loss, injury or liability, damage or accidents and to maintain all property covered under this policy in good condition.

3 Number of bedrooms

You must tell Us if the number of bedrooms in Your Home changes from what is shown in the Schedule.

4 Fraud

You or any person acting for You must not make false claims. If You or anyone acting for You makes a claim knowing any part of it to be false or exaggerated in any way, or if You deliberately cause loss or damage, We will not pay the claim and We will cancel Your policy and all other policies You are connected to with The Royal Bank of Scotland Group (the RBS Group).

5 Changes that may affect Your cover

You must tell Us as soon as possible if there are changes that may affect Your insurance, such as the following:

- › You change the address where You normally live
- › Your property is Unoccupied for more than 60 days
- › You change jobs
- › You are convicted or have a conviction pending for any offence other than motoring
- › You suffer a loss for which You are not claiming.

If You are in any doubt as to whether a fact is relevant, please ask Us. We may then re-assess Your cover and premium. If You do not tell Us about any relevant changes, We may:

- › Charge You the wrong premium

- › Reject or refuse Your claim

- › Declare Your policy invalid

If You give Us any additional information – for instance, by letter – You should keep a copy.

6 Administration Fees

- a) We may cancel the policy by sending You seven days notice in writing to Your last known address. We will refund any premium paid for the remainder of the Period of Insurance, providing that You have not made any claim during the current Period of Insurance.
- b) You may cancel the policy by contacting Us on 0845 605 9265 or sending Us notice in writing. We will refund any premium paid for the remaining Period of Insurance less an administration fee as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.
- c) If You make any change to the policy during the Period of Insurance You may have to pay an administration fee as shown in Your schedule.

7 Parties to this contract

This contract is between You and Us. No-one else has any rights they can enforce under this contract except those they have under law.

8 Payment of premium

- a) Where payment of premium is not

made, We will assume that it is Your intention to cancel the policy and any cover otherwise provided by this policy will be inoperative from the date the premium was due.

- b) If You are paying by instalments, the full annual premium remains due when a claim has been made in the current Period of Cover despite cancellation. We reserve the right to deduct this amount from any claim payable by Us.

9 Joint Policyholder

Where the Schedule confirmation notes the interest(s) of other parties then these shall have the same rights and interests as the Policyholder.

10 Auto renewal

We may offer to renew Your policy for You automatically – this saves You the worry of remembering to call Us before the policy expires. If We offer to do this for You, We will write to You before Your policy expires with full details of Your next year's premium and policy conditions. If You do not want to renew this policy, all You need to do is call Our customer priority line on **0800 300 300** to let Us know.

11 The Law applicable to this contract

Under European Law, You and We may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

How to make a claim

Check Your policy and Schedule carefully to make sure that the loss or damage is covered under this insurance.

To make a claim under Sections 1-4 call **0845 605 9267** between Mon – Fri 8am to 8pm, Sat 9am – 12.30 pm. We will register Your claim straight away and answer any queries You may have – any estimates, bills or evidence of value can be sent to Us afterwards.

For details on how to claim under Sections 6 (Home Emergency Legal Protection) and 7 (Home Emergency Assistance) please refer to the appropriate section.

Emergency repairs

Emergency repairs should be carried out immediately if they will prevent further loss or damage e.g. replacing a damaged lock after a break-in or repairing a burst pipe. (Please see Section 7 - Home Emergency Assistance for what to do in the event of an emergency)

Please keep any receipts for these repairs as they will form part of Your claim.

Non urgent repairs

If the repairs are not urgent You should get at least two estimates and forward these to Us. If any items are lost or damaged beyond repair then You should provide evidence of value for these, e.g. a valuation or purchase receipt – this will help to Us deal with Your claim more quickly. If possible retain damaged property until We inspect it or settle Your claim.

Your Consumer Credit Agreement

Your right to cancel your Consumer Credit Agreement

If You have chosen to pay by instalments You may cancel the Consumer Credit Agreement within 14 days of receipt. If You would like to cancel the Consumer Credit Agreement, please call Us on **0845 605 9275** or write to Us at the address shown on Your documents. We will refund any premium You have paid, providing no claim has been made. If a claim has been made We will take any unpaid instalments from the amount We pay to settle Your claim.

If You do not cancel the Consumer Credit Agreement, You must continue to pay the instalments for Your policy otherwise We will cancel Your cover and terminate the Consumer Credit Agreement.

Please note that if You cancel Your Consumer Credit Agreement within 14 days, You have the option to continue cover under Your policy as long as You pay the full premium. Otherwise, cover under Your policy will also be cancelled.

Other important information about your Consumer Credit Agreement

If You have a complaint relating to Your Consumer Credit Agreement You should refer to the "How to Complain" section in Your policy booklet.

You may terminate Your Consumer Credit Agreement at any time. However, if You wish

cover to continue under the policy then the outstanding balance must be settled in full.

We may terminate Your Consumer Credit Agreement if You fail to pay any instalment by the due date. For full details see your Consumer Credit Agreement.

Churchill Insurance Company Limited is the underwriter of Your policy and provides credit to You in order that You may pay Your policy premiums in instalments.

It is possible that other taxes or costs not imposed by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.

Helplines

We have arranged four helplines to give You practical help at any time of the day or night, 365 days a year.

Legal advice:

0845 605 9268

(24 hour service)

The Legal Helpline lets You speak to a qualified legal advisor who can give You confidential advice on any personal legal matters. The service only provides advice and does not cover any costs which You run up as a result of following the advice. For extra security, We may record all phone calls and keep the recording Secure.

You must have bought Home Emergency Legal Protection Section 6 to receive Legal Expenses insurance.

Emergencies

0800 032 4164 (See Section 7 - Home Emergency Assistance) (24 hour service)

The Home Emergency Assistance Helpline puts You in touch with someone who can help in a domestic emergency. Just phone the Helpline number and the trained operator will contact a reputable and skilled tradesman such as a plumber or electrician for You. You may be able to get any charges not covered under Section 7 back under other sections of this or another insurance policy.

Glass replacement helpline

0800 032 4165

The glass replacement helpline will arrange for any glass forming part of Your Home or furniture to be replaced if it gets broken. If the damage is covered under Your policy, You will only have to pay the Excess shown in Your Schedule. If the damage is not covered under Your policy, You will receive a discount as a Policyholder.

Identity theft (ID theft) assistance helpline

0845 300 4490

(Monday to Friday 9am – 5pm)

The Identity Theft Assistance confidential helpline allows You to discuss any concerns You have about being or becoming a victim of identity theft, with a specialist from Experian, the UK's largest credit reference agency appointed by Us.

The service includes unlimited free access to review your Experian credit report online for 30 days. This will show Your recent Experian credit history, all credit searches made on Your Experian credit report in the last 12 months, and public records and information held about You.

Should You become a victim of identity theft in the British Isles, a dedicated Experian specialist will provide support, advice and assistance in helping You to resolve the situation. Please note this does not cover the cost of any financial loss or costs You incur following the identity theft.

Contact Us

Customer service	0845 605 9275
Account queries	0845 605 9266
Claims	0845 605 9267
ID Theft Assistance Helpline	0845 300 4490
Legal advice	0845 605 9268
Home Emergency Assistance	0800 032 4164
Glass replacement	0800 032 4165



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