

Home Insurance

Policy Document



Mark Bates Ltd

THE HOME OF PREMIER CARE

Notes

ABOUT THIS HOME INSURANCE POLICY

Thank you for entrusting this insurance to Mark Bates Ltd.

Policy document and disputes

Please read this policy and the schedule carefully and refer any queries to us. We will be happy to advise and take any action.

If, however, there is a dispute that cannot be resolved, you are entitled to refer the matter as described under the heading “COMPLAINTS PROCEDURE” on page 3.

The cover included

This policy is divided into a number of sections. To find which sections are in force, you should check the schedule which is enclosed with this policy. The schedule also tells you how much you are insured for.

How much to insure for

It is up to you to make sure that the amount you insure for represents the full value of the property concerned.

For buildings, this means the full cost of rebuilding your property, including any outbuildings, plus an amount for any additional charges which could be incurred in rebuilding, such as demolition costs, architects’ and surveyors’ fees and complying with the requirements of local authorities.

For contents, this means the cost of replacing your property as new.

REMEMBER - if you do not insure for the full value of your property the amount of any claim you make may be reduced.

Changes in your circumstances

This policy has been based on the information you have given the insurer about yourself and your home and your occupation. You must tell us immediately of any changes to this information, including change of address or change of use of your home, or if you add to the value of your property. You can change amounts insured at any time. You do not have to wait for renewal. You must also tell us if you, or any other persons living with you, are convicted of any offence (other than driving offences) or are declared bankrupt. If there is any change of circumstances the insurer may revise the terms and conditions of this policy with effect from the date of change.

REMEMBER - failure to notify us of changes may affect any claim you make.

How to make a claim

First, please read this policy and the schedule to check that you are covered, then the claims notification procedure on page 12 of this policy. You should then ask us for a claim form on which you should provide as much information as possible to ensure that your claim can be dealt with quickly by all concerned.

REMEMBER - do not hesitate to contact us for assistance.

About this policy	01
Policy Index	02
Complaints procedure	03
Agreement	04
Information you have given us	05
Definitions applying to the whole policy	06
General exclusions applying to the whole policy	08
General conditions applying to the whole policy	10
General claims conditions (including notification procedure)	12
Buildings - Section 1	14
Contents - Section 2	19
Personal possessions - Section 3	27
Liability - Section 4	29
Family legal expenses - Section 5	32
Helplines - Section 6	40
Policy Endorsements	41

COMPLAINTS PROCEDURE

It is always **our** intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and **we** would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with **us** can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN
Tel No: 01476 593887 Fax: 01476 591543 Email: complaints@markbatesltd.com

If **you** remain dissatisfied **you** may refer the matter to **us** by contacting

The Compliance Officer China Taiping Insurance (UK) Company Limited
2 Finch Lane London EC3V 3NA
Tel:0207 839 1888 Fax:0207 621 1202 Email:compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within twenty business days **we** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive our final response.

If **we** have not completed our investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

COMPLAINTS PROCEDURE

Financial Ombudsman Service

Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of our final response. 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 it believes that the delay was as a result of exceptional circumstances.

Compensation rights

In the event that **we** are unable to meet our legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk

AGREEMENT

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any **damage**, legal liability, costs, expenses, benefits or assistance described in this policy arising from events happening during the **period of insurance** for which it has accepted a premium.

The insurer has relied on the information supplied by **you** in connection with this insurance to enable it to form the contract of insurance between **you** and **the insurer**.

This policy should be read together with the **schedule**.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have given it. **You** must take care when answering any questions **the insurer** asks by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided it with false or misleading information **the insurer** will treat this policy as if it never existed and decline all claims.

If **the insurer** establishes that **you** carelessly provided it with false or misleading information it could adversely affect **your** policy and any claim. For example, **the insurer** may

- 1) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- 2) amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- 3) reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- 4) cancel **your** policy in accordance with the Cancellation condition of this policy.

You will be written to if **the insurer**

- 1) intends to treat **your** policy as if it never existed; or
- 2) needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as practicable.

Mark Bates Ltd Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 513781 Fax: 01476 591543 Email: enquiries@markbatesltd.com

DEFINITIONS

DEFINITIONS APPLYING TO THE WHOLE POLICY

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

Accidental damage	Damage caused suddenly, unexpectedly and accidentally.
Buildings	Home , including permanent landlord's fixtures and fittings in or on the home , fixed disability aids, adaptations and equipment, solar panels, tennis courts, swimming pools, terraces, ornamental ponds and fountains, patios, drives, paths, ramps, handrails, walls, gates, fences, hedges and fixed tanks providing fuel to the home all contained within the boundaries of the land .
Computer Virus	A corrupting instruction that propagates itself via a computer system or network.
Contents	Household goods, personal property, portable disability aids, adaptations and equipment, solar panels, money, credit cards, valuables , fixtures and fittings, satellite dishes and receiving aerials and their fittings and masts, all belonging to you or for which you are responsible and contained in, or fixed to, the home , or in the open within the boundaries of the land . The term contents does not include property primarily held for professional or business purposes, electrically or mechanically powered vehicles, (other than domestic gardening machines), aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers, trailer tents and their parts and accessories, any living creature or property more specifically insured by this or any other policy.
Credit cards	Credit, cheque, debit, charge, bankers' and cash dispenser cards belonging to you and used for personal, domestic or social purposes only.
Damage	Loss or damage.
Electronic data	Facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electro-mechanical data processing or electronically controlled equipment and include programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Excess	First part of any claim which you must pay.
Home	Private dwelling and its domestic outbuildings and garages at the address shown in the schedule .

Land	Land belonging to the home .
Money	Cash, currency, bank notes, cheques, postal or money orders, savings stamps and certificates, premium bonds, gift tokens, luncheon vouchers, trading stamps, travellers cheques, travel tickets and current postage stamps belonging to you and held for personal, domestic or social purposes only.
Period of insurance	Period shown in the schedule and any further period for which you have paid, or have agreed to pay and the insurer has accepted, or has agreed to accept, the premium.
Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal and whenever a change of circumstances affecting this insurance arises a new schedule will be issued.
Territorial limits	United Kingdom, the Channel Islands and the Isle of Man.
Terrorism	Any act or acts, including, but not limited to <ol style="list-style-type: none"> 1) the use or threat of force and/or violence; or 2) harm or loss of or damage to life or to property, (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed, in whole or in part for political, religious, ideological or similar purposes.
The insurer	Insurer named in the schedule .
Unoccupied	For more than 90 consecutive days <ol style="list-style-type: none"> 1) not furnished for normal occupation; or 2) furnished for normal occupation, but has not been lived in by any person with your permission.
Unspecified clothing and personal effects	Personal property which is normally worn or carried on or about the person, including jewellery, watches, binoculars and photographic, sports and musical equipment.
Valuables	Jewellery, watches, gold, silver, precious metals, gemstones, furs, pictures, curios and other works of art and stamp, coin and medal collections.
You/your	Person(s) named in the schedule , together with any spouse or domestic partner and any child, parent or other relative of theirs that normally resides with them.

GENERAL EXCLUSIONS

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

This policy does not cover the following.

1) General

Any loss, damage, legal liability, costs, expenses or benefits directly or indirectly caused by or contributed to or arising from

a) Radioactive contamination

- i) ionising radiations from, 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

b) War risks

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

c) Sonic bangs

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

d) Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to

- i) a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii) any incident involving the leakage of oil from a domestic oil installation at the **home**, provided that **the insurer** is advised as soon as **you** were aware, or ought to have become aware, of such leakage.

e) Date recognition failure

the failure of any computer data processing equipment or media micro chip, integrated circuit or similar device or any computer software, whether belonging to **you** or not, correctly to

- i) recognise any date as its true calendar date;
- ii) capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- iii) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data

provided that this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which is insured by this policy.

- 2) **Land**
Any loss of (including loss of value) or damage to the **land** or any part of the **land**.
- 3) **Loss in value**
Loss in value of any property following repair or replacement.
- 4) **Act of terrorism**
Harm or loss of or damage to life or property, or the threat of such harm or **damage**, by nuclear and/or chemical and/or biological and/or radiological means, resulting directly or indirectly from, or in connection with, **terrorism**, regardless of any contributing cause or event.
- 5) **Computer virus and electronic data**
In respect of sections 1, 2 and 3 of this policy only, **damage** directly or indirectly occasioned by or happening through or in consequence of **computer virus(es)**, or from erasure or corruption or alteration of **electronic data**, provided that this exclusion shall not apply to **damage** which results from any of standard perils 1-4, 6 or 9 of Section 2 Contents.

GENERAL CONDITIONS

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

1) Reasonable care

If **you** have not taken all reasonable steps to prevent accidents or **damage** and maintain the property in a sound condition and good repair, **the insurer** shall not be liable to make any payment under this policy.

2) Changes that may affect your insurance

The insurer has relied upon information advised to them in deciding to provide **you** with this insurance. **You** must tell them as soon as possible if there are changes that may affect **your** insurance, such as, but not restricted to, the following.

- a) **You** change the address where **you** normally live or **your** occupation.
- b) **You** are convicted of, or have a conviction pending for, any offence other than a motoring offence.
- c) The use of the **home** is changed, such as let out to lodgers, used for business purposes or becomes **unoccupied**.
- d) The carrying out of structural alterations at the **home** - **the insurer** should be notified before commencement.
- e) **You** are declared bankrupt, or are the subject of bankruptcy proceedings.

In the event of any such change, **the insurer** will have the option of amending the terms under which this insurance has been provided or cancelling this insurance from the date of change.

3) Cancellation

- a) **The insurer** may cancel this policy by sending 30 days notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.
- b) **You** may cancel this policy at any time and **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.
- c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **the insurer** reserves the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.
- d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

4) Other insurance

If any loss, damage, legal liability, costs or expenses covered by this policy is insured elsewhere, **the insurer** will only pay its share of any claim.

5) Fraud

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent, or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

6) Tax

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

7) Governing law

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise, English law applies.

8) General Data Protection Regulation

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

9) Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this Act.

CLAIMS CONDITIONS

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

1) Notification of claims

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **the insurer's** option, result in **your** claim being invalid.

a) Loss of or damage to **property**

In the event of loss of or damage to property likely to result in a claim **you** must

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property;
- ii) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and proofs that **the insurer** requires within 30 days; and
- iii) take all reasonable steps to minimise damage and take all practical steps to recover lost property and discover any guilty person.

b) **Legal liability**

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and any assistance that **the insurer** requires within 30 days; and
- ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 5 Family legal expenses) **you** should contact

**Claims Department Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincolnshire NG31 9SN**

Tel No: 01476 514470 Fax: 01476 591543

Email: claims@markbatesltd.com

For notification of claims under Section 5 Family legal expenses, refer to page 39 of this policy.

2) **Conduct of claims**

a) **Rights of the insurer**

In the event of a claim **the insurer** may

- i) enter into and inspect any **buildings** where the **damage** has occurred and take charge of any damaged property - no property may be abandoned to them; and
- ii) take over and control any proceedings in **your** name, for the benefit of **the insurer**, to recover compensation from any source or defend proceedings against **you**.

b) **Recovery of lost or stolen property**

If any lost property is recovered, **you** must let **the insurer** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **you** must take it back and **the insurer** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **the insurer**, but **you** will have the option to retain it and refund any claim payment to **the insurer**.

3) **Excess waiver**

In the event that **you** make a valid claim under more than one section of this policy for the same incident and that claim is subject to an **excess** under each section, only one **excess** will be applied. If the **excess** applying to the claim in each section is different, the higher **excess** will be applied.

SECTION 1 BUILDINGS

The schedule states if this section is in force

The insurer will pay for the following.

The standard perils

Loss of or damage to the **buildings** caused by

- 1) fire, lightning, explosion or earthquake.
- 2) smoke.
- 3) storm or flood.
- 4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5) freezing or forcible or violent bursting of any fixed heating or domestic water installation in the **home**.
- 6) theft or attempted theft.
- 7) riot, strike, labour or political disturbance or civil commotion.
- 8) malicious persons or vandals.

The insurer will not pay for the following.

Damage resulting from any gradually operating cause.

- a) **Damage** caused by frost.
- b) Loss of or damage to gates, fences or hedges.

- a) **Damage** caused while the **home** is **unoccupied**.
- b) Escape of water resulting in subsidence, heave or landslip.

Damage caused while the **home** is **unoccupied**.

- a) **Damage** caused by **you**, or by any person lawfully in the **home**.
- b) **Damage** caused while the
 - i) **home** is **unoccupied**; or
 - ii) **home** is lent, let or sub-let, unless there is forcible and violent entry or exit.

- a) **Damage** caused by **you**, or by any person lawfully in the **home**.
- b) **Damage** caused while the **home** is **unoccupied**.

The insurer will pay for the following.

- 9) subsidence or heave of the site upon which the **buildings** stand, or landslip.

- 10) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.

- 11) falling trees or branches.

- 12) falling satellite dishes, receiving aerials and their fittings and masts.

- 13) accidental breakage to fixed glass, sanitary ware and ceramic hobs all forming part of the **buildings**.

The insurer will not pay for the following.

- a) The first £1,000 of each claim.
- b) Loss of or damage to fixed disability aids, adaptations and equipment, solar panels, tennis courts, swimming pools, terraces, ornamental ponds and fountains, patios, drives, paths, ramps, handrails, walls, gates, fences, hedges and fixed tanks providing fuel to the **home**, unless the foundations beneath the external walls of the **home** are damaged at the same time, by the same cause.
- c) **Damage**
 - i) due to coastal or river erosion;
 - ii) resulting from demolition, alteration or repair to the **buildings**;
 - iii) resulting from faulty workmanship or the use of defective materials;
 - iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the **home** are damaged at the same time and by the same cause; or
 - v) resulting from the bedding down of new structures or settlement of made up ground.
- d) Loss in market value of the property.

Damage caused by domestic pets.

- a) Loss of or damage to gates, fences or hedges.
- b) **Damage** caused by felling or lopping.

Damage caused to them.

Breakage caused while the **home** is **unoccupied**.

BUILDINGS

The insurer will pay for the following.

- 14) **accidental damage** to underground services, septic tanks and drain inspection covers at the **home** which belong to **you** or for which **you** are legally liable.
- 15) **accidental damage**.

The insurer will not pay for the following.

Damage resulting from

- a) clearing or attempting to clear a blockage; or
- b) wear and tear or any gradually operating cause.

- a) The cost of maintenance.

b) **Damage**

- i) that is specifically excluded elsewhere in this section;
- ii) caused while the **home** is lent, let or sub-let;
- iii) caused by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions or any gradually operating cause;
- iv) caused by mechanical or electrical defect or breakdown, faulty workmanship or design or the use of defective materials;
- v) caused by settlement or shrinkage of the **buildings**;
- vi) caused while the **home** is **unoccupied**; or
- vii) caused by paying guests or tenants.

Additional covers

This section extends to include the following additional covers.

1) **Loss of rent and cost of temporary accommodation**

Up to 25% of the **buildings** sum insured for

- a) loss of rent payable to **you**;
- b) any ground rent payable by **you**; or
- c) the reasonable costs of necessary temporary accommodation for **you** and **your** domestic pets

if it is not possible to live in the **home** as the result of **damage** insured by this section.

2) **Additional costs and expenses**

The additional costs of

- a) architects', surveyors' and other professional fees;
- b) clearing debris, demolition, shoring or propping up; or
- c) complying with government or local authority requirements necessary as a result of **damage** insured by this section.

This additional cover will not pay for the following.

- a) In respect of a) above, fees incurred for preparing any claim under this policy.
- b) In respect of c) above, costs for complying with requirements notified before the **damage** occurred.

3) Transfer of interest in the home

If **you** are selling the **home**, the purchaser will have the benefit of this section during the period between exchange of contracts and completion, provided that

- a) **the insurer** will not be liable to pay more than the sum insured stated against this section in the **schedule**;
- b) the **home** is not insured under any other policy; and
- c) this additional cover shall apply for no more than 60 days after the date **you** exchange contracts.

4) Emergency access

Loss of or damage to the **buildings** caused by forced access to deal with a medical emergency or prevent loss of or damage to the **buildings**.

5) Loss of keys

The cost of replacing necessary locks and keys of

- a) alarms and safes installed in the **home**; and
- b) external doors and windows of the **home** following the loss or theft of keys.

6) Trace and access

Up to £5,000 for costs of locating the source of **damage** caused by escape of water or oil at the **home** as insured by this section, such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search.

7) Loss of or damage to gardens and cost of clearing drains

Up to £2,500 in any one **period of insurance** for the cost of restoring **your** garden and clearing underground services caused by the emergency services while attending the **home** as a consequence of **damage** insured by this section.

8) Compulsory evacuation

If **you** are prevented from living in the **home** by a responsible authority in the event that **damage** occurs to neighbouring property; or

- b) there is a risk to **your** health and safety from something external to the **home** **the insurer** will pay up to £5,000 for the reasonable additional costs of necessary temporary accommodation for **you** and **your** domestic pets for a maximum of 30 days.

BUILDINGS

Claims settlement

Provided that, at the time of **damage**, the sum insured is not less than the replacement cost and the **buildings** are in a good state of repair, **the insurer** will, at its option, pay the cost of repair or the replacement cost.

The replacement cost is the cost of rebuilding the **buildings** at the same location in the same size, style and design and with the same quality of materials and workmanship, including the additional costs and expenses described in additional cover 2) of this section.

The insurer will not pay any reduction in market value of the **home** resulting from repair or replacement of damaged parts.

If the **buildings** are not in good repair, or if repair or replacement is not carried out, **the insurer** will, at its option, pay either

- 1) the cost of repair or replacement less a reduction for wear and depreciation or
- 2) for reduction in market value caused by the **damage**.

Buildings repairs will be carried out by either

- 1) **the insurers** preferred contractor or
- 2) the most competitive estimate or tender from **your** nominated contractors, unless otherwise agreed by **the insurer**.

All **buildings** repairs insured under this section and carried out by **the insurer's** preferred contractor are guaranteed for 12 months in respect of quality of workmanship.

The maximum amount payable in respect of each claim is the sum insured stated in the **schedule** plus 25% of the sum insured on the relevant **buildings** item for loss of rent and cost of temporary accommodation described in additional cover 1) of this section.

The sum insured will not be reduced following payment of a claim.

Matching Items

The insurer will not pay for the cost of replacing any undamaged item, or parts of items, forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the sum insured is less than the replacement cost **the insurer** will only pay the same proportion of the **damage** as the sum insured bears to the replacement cost.

For example, if the sum insured represents only one half of the replacement cost, **the insurer** will only pay for one half of the amount lost or damaged.

Excess

You will pay the first amount of each and every claim as specified in the **schedule**, other than the amount specified against standard peril 9) of this section.

SECTION 2 CONTENTS

The schedule states if this section is in force

The insurer will pay for the following.

The standard perils

Loss of or damage to **contents** caused by

- 1) fire, lightning, explosion or earthquake.
- 2) smoke.
- 3) storm or flood.
- 4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5) theft or attempted theft.
- 6) riot, strike, labour or political disturbance or civil commotion.
- 7) malicious persons or vandals.

The insurer will not pay for the following.

Damage resulting from any gradually operating cause.

Damage caused by frost.

- a) **Damage** caused while the **home** is **unoccupied**.
- b) Loss of or damage to the installation or appliance itself.
- c) Escape of water resulting in subsidence, heave or landslip.
- a) **Damage** caused by **you** or by any person lawfully in the **home**.
- b) **Damage** caused while the
 - i) **home** is **unoccupied**; or
 - ii) **home** is lent, let or sub-let, unless there is forcible and violent entry or exit.
- c) Loss of **money**, unless there is forcible and violent entry or exit.
- a) **Damage** caused by **you** or by any person lawfully in the **home**.
- b) **Damage** caused while the **home** is **unoccupied**.

CONTENTS

The insurer will pay for the following.

- 8) subsidence or heave of the site upon which the **buildings** stand, or landslip.

- 9) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.

- 10) falling trees or branches.

- 11) **Accidental damage** to **contents** in the **home**.

The insurer will not pay for the following.

Damage

- a) due to coastal or river erosion;
- b) resulting from demolition, alteration or repair to the **buildings**;
- c) resulting from faulty workmanship or the use of defective materials;
- d) resulting from the movement of solid floors, unless the foundations beneath the external walls of the **home** are damaged at the same time and by the same cause; or
- e) resulting from the bedding down of new structures or settlement of made up ground.

Damage caused by domestic pets.

Damage caused by felling or lopping.

- a) **Damage** specifically excluded elsewhere in this section.
- b) **Damage** caused to
 - i) food in freezers, clothing, contact lenses, hearing aids, stamps and pedal cycles;
 - ii) video cameras, mobile phones, pagers, computer software, recording tapes, discs or records.
- c) While the **home** is lent, let or sub-let.
- d) While the **home** is **unoccupied**.
- e) **Damage** by
 - i) wear and tear, domestic pets, vermin, rot, fungus, moth, atmospheric or climatic conditions or any gradually operating cause;
 - ii) mechanical or electrical defect or breakdown;
 - iii) cleaning, repair, restoration or use contrary to the maker's instructions; or
 - iv) paying guests or tenants.

Additional covers

This section extends to include the following additional covers.

1) Contents temporarily removed

Up to 15% of the **contents** sum insured for loss of or damage to **contents** temporarily removed from the **home**, but within the **territorial limits**, caused by

- a) standard perils 1-4 and 6-10 of this section;
- b) theft from
 - i) a bank or safe deposit or while in direct transit to or from the **home** and the bank or safe deposit;
 - ii) any building where **you** are employed or carry on a business or reside temporarily; or
 - iii) any other building.

This additional cover will not pay for the following.

- a) Storm, flood or malicious loss of or damage to **contents** which are not in a building.
- b) Loss of or damage to **contents** in **your** custody or control whilst living away from the **home** for the purpose of education (refer to additional cover 2) of this section).
- c) Loss of or damage to **contents** for sale or away on exhibition or in a furniture depository.
- d) Theft, unless there is forcible and violent entry to or exit from a building.
- e) **Damage** specifically excluded in the standard perils to this section.

2) Contents temporarily at college, university, polytechnic or boarding school

Up to £10,000 for loss of or damage to **contents** temporarily removed from the **home**, but within the **territorial limits**, for the purpose of attending a college, university, polytechnic or boarding school caused by standard perils 1-10 of this section.

This additional cover will not pay for the following.

- a) Theft, unless there is forcible and violent entry to or exit from a building.
- b) **Damage** insured under another insurance policy.
- c) **Damage** specifically excluded in the standard perils to this section.

3) Permanent household removal

Accidental damage to **contents** while in direct transit from the **home** for permanent removal to another address owned or occupied by **you** within the **territorial limits**.

This additional cover will not pay for the following.

- a) Loss of or damage to china, glass, earthenware and brittle items, unless they have been packed by a professional packer.
- b) **Damage** caused by scratching, denting or bruising.
- c) Loss of or damage to **contents** in storage.
- d) **Damage** insured under another insurance policy.

CONTENTS

4) **Loss of rent and cost of temporary accommodation**

Up to 25% of the **contents** sum insured for

- a) rent payable by **you** or to **you**; or
- b) the reasonable costs of necessary temporary accommodation for **you** and **your** domestic pets

if it is not possible to live in the **home** as the result of **damage** insured by this section.

5) **Tenants liability**

Up to 20% of the **contents sum** insured in respect of **your** legal liability as tenant for **damage** insured by standard perils 1-14 of Section 1 Buildings to **buildings**, which shall include additional costs and expenses described in additional cover 2) of that section.

6) **Loss of keys**

The cost of replacing necessary locks and keys of

- a) alarms and safes installed in the **home**; and
- b) external doors and windows of the **home**

following the loss or theft of keys.

7) **Freezer contents**

Up to £1,000 for spoilage of domestic food in any freezer in the **home** caused by any malfunction or rise or fall of temperature in the freezer.

This additional cover will not pay for spoilage resulting from the deliberate disconnection by the supply authority of the individual electricity supply to the **home**.

8) **Metered water and heating oil**

Up to £5,000 for loss of metered water or domestic heating oil following **accidental damage** to interior fixed domestic water or heating installations in or on the **home**.

This additional cover will not pay for **damage** caused while the **home** is **unoccupied**.

9) **Fatal accident benefit**

A benefit of £10,000 if **you** or **your** spouse or domestic partner, separately or together, die within three months of an injury caused in **your home** by fire or thieves.

10) **Business contents**

Up to £5,000 following **accidental damage** to office equipment that belongs to **you** or for which **you** are legally responsible used in connection with **your** business or occupation whilst in **your home**.

This additional cover will not pay for the following.

- a) Property more specifically insured.
- b) **Damage** specifically excluded in any of the standard perils to this section.

11) **Emergency access**

Loss of or damage to **contents** caused by forced access to deal with a medical emergency or to prevent loss of or damage to the **contents**.

12) Visitors and domestic employees

Up to £2,500 following **accidental damage** to personal property in the **home** belonging to **your** visitors or domestic employees.

This additional cover will not pay for the following.

- a) Property more specifically insured.
- b) Loss of or damage to **money** or **credit cards**.
- c) **Damage** specifically excluded in any of the standard perils to this section.

13) Gifts

Up to £5,000 following **accidental damage** to gifts in the **home** relating to a wedding, birthday, anniversary or religious celebration of a member of **your** family or birth of **your** child for a period of one month before and one month after the event.

This additional cover will not pay for **damage** specifically excluded in any of the standard perils to this section.

14) Shopping in transit

Up to £500 for contents following **accidental damage** while **you** are bringing them directly to the **home** from the shop where **you** bought them.

This additional cover will not pay for **damage** as a result of

- a) theft whilst the property is left unattended in a public place; or
- b) theft from an unattended motor vehicle unless
 - i) the property is concealed in a locked boot or glove compartment;
 - ii) all access points to the vehicle are closed and doors are locked; and
 - iii) there is evidence that forcible and violent means were used in order to steal the property.

15) Counselling fees

Up to £1,000 for the costs of professional counselling that **you** require as the result of **you** suffering emotional stress as a consequence of an incident at the **home** insured by this policy.

This additional cover will not pay for any counselling that has not been recommended by a qualified medical practitioner or approved by **the insurer**.

16) Jury service

Up to £25 per day to a maximum of £1,000 for loss of earnings and out of pocket expenses if **you** are called to attend jury service.

This additional cover will not pay any amount that **you** can claim back from another source.

CONTENTS

17) Medical equipment on loan

Up to £5,000 following **accidental damage** to medical equipment at the **home** on loan to **you** from a hospital, local authority or other organisation for which **you** are responsible, provided that **you** are able to provide written evidence that at the time of such **damage** **you** were legally liable to pay for repair or replacement.

18) Downloaded data

Up to £2,500 for the cost of replacing electronic data **you** have legally downloaded to a computer at the **home** and are unable to recover following **accidental damage** as a result of which a claim has been paid under this policy.

The insurer will not pay for the following.

- a) Any data held for business, trade, professional or employment purposes.
- b) Re-making or reproducing a film, disc or tape.
- c) Re-writing information contained in **your** home entertainment equipment.

19) Theft by bogus officials

Up to £500 for theft of money by a person **you** allowed into the **home** who falsely claimed to be an official of a utility company, local authority or similar organisation who **you** reasonably believed to be acting in connection with their alleged occupation.

20) Identity Fraud

The following reasonable and necessary expenses **you** have to pay solely as a direct result of an identity fraud.

- a) Solicitors' fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** signature.
- b) The cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies.
- c) Fees charged when **you** re-apply for a loan that was originally rejected.
- d) **Your** lost earnings because **you** have to take time off work to talk to the police, financial institutions or credit agencies.

The insurer will not pay more than £10,000 for any one identity fraud.

For the purpose of this additional cover, "identity fraud" means someone or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

An act or a series of acts against one of **you** by one person or group of people is considered to be one identity fraud.

The insurer will not pay for identity fraud connected with **your** business, profession or occupation.

21) Garden plants

Up to £1,500 for **accidental damage** to trees, shrubs, plants and lawns at the **home** and any design fees necessary, subject to **the insurer's** approval.

This additional cover will not pay for the following.

- a) More than £250 in respect of any one plant, shrub or tree.
- b) Any claim as a consequence of subsidence, landslip or heave, unless the **home** is damaged at the same time by the same cause.
- c) **Damage** caused by pets, other animals, birds or insects.
- d) **Damage** as a result of fungus, frost, storm, flood or weight of snow.
- e) Loss of or damage to trees, shrubs, plants or lawns
 - i) which die naturally;
 - ii) arising because **you** haven't looked after them properly; or
 - iii) from any cause which **you** could have prevented if appropriate action had been taken.
- f) **Damage** if it has been more than 60 days since **you** last slept at the **home** on a regular basis.

Claims settlement

Provided that, at the time of **damage**, the sum insured is not less than the full replacement cost, **the insurer** will, at its option

- 1) replace the item(s) as new;
- 2) pay the cost of repair for items which can be economically repaired; or
- 3) pay the full replacement cost.

The full replacement cost is the cost of replacing all **contents** as new.

Where **you** have chosen not to repair or replace an item, **the insurer** will make a deduction for wear, tear and depreciation.

The maximum payable by **the insurer** for any one claim in respect of the property mentioned below shall be the amount stated against it.

- a) Total of **valuables**. - 20% of the **contents** sum insured
- b) Any single item of **valuables** - £1,500
- c) **Money** - £500
- d) As a result of fraudulent use of **your credit cards** - £1,000
- e) Deeds, bonds and other personal documents not defined as **money** - £2,500
- f) **Contents** not in the **home**, but within the boundaries of the **land** - £1,000
- g) **Contents** in an outbuilding - £5,000
- h) In total shall be the sum insured stated in the **schedule**, plus 25% of the sum insured on the relevant **contents** item for loss of rent and cost of temporary accommodation described in additional cover 4) of this section.

The sum insured will not be reduced following payment of a claim.

CONTENTS

Seasonal increase

The **contents** sum insured is automatically increased by 10% during the month of December.

Matching items

The insurer will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the sum insured is less than the full replacement cost **the insurer** will only pay the same proportion of the **damage** as the sum insured bears to the full replacement cost.

For example, if the sum insured represents only half of the full replacement cost, **the insurer** will only pay for one half of the amount lost or damaged.

Excess

You will pay the first amount of each and every claim as specified in the **schedule**.

SECTION 3 PERSONAL POSSESSIONS

The schedule states if this section is in force

The insurer will pay for the following.

The insurer will not pay for the following.

Cover

Accidental damage to property belonging to **you**, or for which **you** are legally responsible, described below and against which a sum insured or limit of liability is stated in the **schedule**, whilst anywhere within the **territorial limits** and up to 90 days worldwide in any one **period of insurance**.

Property

- 1) **Unspecified clothing and personal effects**

- 2) Specified items

- 3) Pedal cycles

- 4) **Money**

- 5) **Credit cards**, but only in respect of financial loss as a result of fraudulent use by any unauthorised person.

Loss of or damage to **money**, **credit cards**, deeds, bonds and other personal documents, contact or corneal lenses, hearing aids, pedal cycles, riding tack, water skis, sub aqua diving equipment, skis, (including sticks and bindings) snowboards, camping and car audio equipment and mobile telephones.

- a) Accessories, unless the pedal cycle is lost or damaged at the same time.
- b) **Damage** while the pedal cycle is being used for racing.
- c) Theft or attempted theft whilst away from the **home**, unless stored within a locked building or securely locked to an immovable object.

Loss of **money**

- a) by mistake in change counting or overpayment; or
- b) not reported to the police within 24 hours of discovery.

Loss of **credit cards** not reported to the police and the issuing authority within 24 hours of discovery.

PERSONAL POSSESSIONS

General exclusions to Section 3 Personal possessions

The insurer will not pay for the following.

- 1) Loss of or damage to
 - a) property used primarily for any profession or business;
 - b) sports clothing and equipment while in use;
 - c) remote controlled models while in operation;
 - d) musical instruments by scratching or denting;
 - e) any film, record, cassette, tape, disc or computer software, or the value of any information on it, other than for its value as unused material;
 - f) furniture, furnishings, household goods and equipment or any property excluded from the definition of **contents** on page 6 of this policy; or
 - g) property in the **home** while it is **unoccupied**.
- 2) **Damage** caused by
 - a) theft from an unattended vehicle, unless entry to the vehicle has been gained by forcible and violent means and the property was removed from a concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle;
 - b) theft from the **home** while lent, let or sub-let, unless there is forcible and violent entry or exit;
 - c) accidental breakage while in the **home** when it is lent, let or sub-let;
 - d) wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions, mechanical or electrical breakdown, repair, cleaning, alteration, restoration or any gradually operating cause.

Claims settlement

The insurer will, at its option

- 1) replace the item(s) as new;
- 2) pay the cost of repair for items which can be economically repaired; or
- 3) pay the cost of replacement as new.

Where **you** have chosen not to repair or replace an item, **the insurer** will make a deduction for wear, tear and depreciation.

In respect of any one claim, **the insurer** will not pay more than

- a) the sum insured stated in the **schedule**;
- b) £1,000 for theft from an unattended vehicle; or
- c) £1500 for **unspecified clothing and personal effects** that comprises of a single item or items forming part of a set.

The sum insured will not be reduced following payment of a claim, other than in respect of pedal cycles and specified items, which will be removed from cover after total loss.

Matching items

The insurer will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Excess

You will pay the first amount of each and every claim as specified in the **schedule**.

SECTION 4 LIABILITY

The schedule states if this section is in force

Additional definition to this section

The definitions applying to the whole policy as stated in pages 6 and 7 of this policy shall include the following in respect of this section only.

Motorised vehicle electrically or mechanically powered vehicle other than
 1) gardening equipment used within the **land**;
 2) golf carts and trolleys; and
 3) pedestrian controlled toys and models.

The insurer will pay for the following.

The insurer will not pay for the following.

1) Property owners' liability

Applies only when Section 1 Buildings is stated as being in force in the schedule.

Your legal liability for accidental death, bodily injury, illness or disease to any person, or **accidental damage** to property incurred

- a) as owner (not occupier) of the **buildings** and **land**; and
- b) in connection with any other private residence formerly owned and occupied by **you** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability. If Section 1 Buildings of this policy expires or is cancelled, cover under this paragraph 1)b) shall continue for a period of 7 years in respect only of the **home**

provided that **the insurer's** liability for any one claim or series of claims arising out of any one incident shall not exceed £5,000,000, plus defence costs and expenses incurred by **you** with **the insurer's** consent.

Liability arising from

- a) accidental death, bodily injury, illness or disease to **you** or any domestic employee;
- b) **accidental damage** to property which belongs to **you** or for which **you** are responsible; or
- c) the ownership or use of any **motorised vehicle** or lift.

LIABILITY

The insurer will pay for the following.

2) Occupiers, personal and employers liability.

Applies only when Section 2 Contents is stated as being in force in the schedule.

Your legal liability for accidental death, bodily injury, illness or disease to any person, or **accidental damage** to property in respect of

- a) the occupation (not ownership) of the **home**;
- b) the employment of any domestic employee; and
- c) any other personal capacity anywhere in the world

provided that **the insurer's** liability for any one claim or series of claims arising out of any one incident shall not exceed £5,000,000, (other than accidental death, bodily injury, illness or disease of any domestic employee where the amount is £10,000,000), plus defence costs and expenses incurred by **you** with **the insurer's** consent.

3) Unrecovered court awards

Applies only when Section 2 Contents is stated as being in force in the schedule.

Up to £2,000,000 for sums which **you** have been awarded, but which have not been paid to **you** within 3 months of the date of the award, for accidental death, bodily injury, illness or disease, or **accidental damage** to property of the type insured in paragraph 2) above and where **the insurer** is satisfied that these sums are not recoverable from the party held responsible by the court. The award must not be the subject of any appeal.

The insurer will not pay for the following.

Liability arising from

- a) death, bodily injury, illness or disease to **you**;
- b) loss of or damage to property which belongs to **you** or for which **you** are responsible;
- c) the ownership or use of any **motorised vehicle** or lift;
- d) the ownership of the **home** or any other buildings or **land**;
- e) the ownership or use of aircraft or watercraft, unless they are models or hand propelled; or
- f) the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

Any sum awarded before the inception of this policy.

General exclusions to this section

The insurer will not pay for any claim arising from the following.

- a) Any profession, business or employment that **you** are engaged in.
- b) Any agreement or contract, unless liability would have applied anyway.
- c) Liability arising from the passing on of any infectious disease or any virus, syndrome or illness.
- d) An award of a court outside the **territorial limits**.
- e) The accidental death, bodily injury, illness or disease of any domestic employee caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, other than to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to employees and provided that **the insurer's** maximum liability for any one claim caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power shall not exceed £5,000,000.

SECTION 5 FAMILY LEGAL EXPENSES

The schedule states if this section is in force

Additional definitions to this section

The definitions applying to the whole policy as stated in pages 6 and 7 of this policy shall include the following in respect of this section only.

Collective conditional fee agreement	Separate agreement between the insurer and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by the insurer before it is entered into.
Conditional fee agreement	Separate agreement between you and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by the insurer .
Date of occurrence	For claims brought under paragraph 7) of the cover, the date that you were first notified by HM Revenue & Customs that an extensive examination is to take place. For all other claims, the date at which the cause of action first arose.
Geographical limits	<ol style="list-style-type: none">1) For paragraphs 1) and 3) of the cover - the European Union, the Channel Islands, the Isle of Man, Albania, Bosnia-Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).2) For paragraphs of the cover not referred to in 1) above - the United Kingdom the Channel Islands and the Isle of Man.
Goods	Contents as described in the definitions applying to the whole policy.
Legal expenses	The fees, costs, disbursements and other professional charges which the insurer has agreed to fund <ol style="list-style-type: none">1) reasonably and necessarily incurred by a nominated representative; and2) incurred by other parties, in civil cases if you have been ordered to pay them or pay them with the insurer's written agreement.
Legal proceedings	The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the geographical limits , including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure within the jurisdiction of a court or other body in the geographical limits .

Nominated representative Solicitor, claims negotiator or other suitably qualified person appointed in accordance with the terms of this section. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement with the insurer**.

What is covered

The insurer will pay for the types of claim specified below arising from **legal proceedings**, provided that

- i) **the insurer** will not pay under this section in respect of any one claim more than £100,000;
- ii) the subject of the claim occurred within the **geographical limits** and the **date of occurrence** was within the **period of insurance**; and
- iii) **the insurer** will not pay for more than two claims in any one **period of insurance**.

1) Personal injury

Claims relating to **your** death or bodily injury caused by a specific and sudden and unforeseen event for which a third party is at fault.

The insurer will not pay for any claim arising from negligent surgery or any clinical or medical procedure or treatment.

2) Clinical negligence

Death or bodily injury to **you** which results from negligent surgery or any clinical or medical procedure or treatment.

The insurer will not pay for any claim arising from or relating to

- a) an alleged failure to correctly diagnose **your** condition; or
- b) psychological injury or mental illness, unless it results from negligent surgery or any clinical or medical procedure or treatment that has also caused physical bodily injury to **you**.

3) Consumer contracts (including professional negligence)

Disputes arising out of any contract or alleged contract entered into by **you** for the purchase or hire of **goods** or services for private use or the sale or supply of privately owned **goods** by **you**, provided that

- a) the contract or alleged contract was entered into or, in the case of professional negligence claims only, the loss was first discovered after the commencement of the first **period of insurance**; and
- b) where the sale, purchase or hire has been effected on the internet, all dispute resolution procedures afforded to sellers, purchasers or hirers by the relevant website provider or authority have been exhausted.

FAMILY LEGAL EXPENSES

4) Domestic property protection

Disputes arising out of

- a) a third party's negligent act or omission, nuisance, trespass or criminal damage relating to **your** material property (that is **your** principal place of residence but not any other buildings or land) which causes physical damage or pecuniary loss; and
- b) the landlord's failure to maintain **your home**.

The insurer will not pay for

- i) boundary disputes which arise in the first 180 days of this insurance;
- ii) claims where **you** are the landlord of the **home** or are leasing, sub-letting or renting out all or any part of the **home** for any purpose;
- iii) a dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent the **home**;
- iv) any claim in relation to extending, altering or renovating buildings or any part of them;
- v) any claim relating to subsidence, heave, landslip, mining or quarrying; or
- vi) any claim relating to planning law, including town and country planning legislation.

5) Employment

Disputes arising from or relating to **your** contract of employment which can exclusively be heard in an Employment Tribunal.

The insurer will not pay for

- a) claims if **you** are a director, an apprentice or working under a contract for service; and
- b) claims relating to the Transfer of Undertakings Protection of Employment Regulations.

6) Legal defence

The defence of any civil action taken against **you** as an employee under any legislation relating to racial, sex, age or disability discrimination, data protection or being a trustee of a pension fund set up for the benefit of **your** fellow employees.

7) HM Revenue & Customs

An extensive examination of **you** by HM Revenue & Customs into **your** personal tax affairs, but only if the person(s) under examination is employed.

The insurer will not pay for enquiries

- a) limited to specific aspects of the self-assessment tax return; or
- b) where the person under examination is self-employed, a director or the member of a partnership.

8) Attendance expenses

Your actual loss of salary or wages for the time off work to attend any court or tribunal hearing at the request of the **nominated representative** or as a defendant of an admitted claim under this section, provided that

- a) such salary or wages are not recoverable from the relevant court, tribunal or other party or payable by **your** employer without deduction; and
- b) **the insurer's** liability shall not exceed £1,000 for loss of salary or wages in respect of any one claim.

9) Removal of squatters

Claims relating to the eviction of squatters who have taken occupation of the **home**.

The insurer will not pay for

- a) any claim if the **home** is lent, let or sub-let to or occupied by someone who is not a member of **your** family;
- b) if the **home** is **unoccupied** or unfurnished; or
- c) more than £10,000 for claims occurring in any one **period of insurance**.

Exclusions to this section

The insurer will not pay for the following.

1) Reporting of claims

Any claim reported to **the insurer** more than 180 days after the **date of occurrence**.

2) Trade, business or profession

Any claim arising from any trade, business, profession, employment or services delivered for reward, except as provided for under paragraphs 5), 6) and 7) of the cover.

3) Mechanically propelled vehicle

Any claim relating to ownership or use of a mechanically propelled vehicle.

4) Libel or slander

Any claim relating to written or verbal remarks.

5) Deliberate, dishonest, violent or criminal acts

Any claim relating to

- a) a cause of action intentionally brought about by **you**; or
- b) **your** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.

6) Previous knowledge

Any claim of which **you** were aware, or ought to have been aware, before the inception of this policy.

FAMILY LEGAL EXPENSES

7) Legal expenses not agreed

Legal expenses incurred

- a) before **the insurer** agreed to pay them;
- b) where **you**
 - i) pursue or defend a case without **the insurer's** agreement or in a different manner to or against its advice or that of the **nominated representative**;
 - ii) fail to give proper instructions in due time to **the insurer**, to the **nominated representative** or to counsel or other persons instructed by **the insurer** or the **nominated representative**;
- c) where the **nominated representative** refuses to act on **your** behalf for any reason, other than as the result of a conflict of interest;
- d) in respect of witnesses, experts or agents interviewed, engaged or called as a witness before receiving **the insurer's** written approval;
- e) before the issue of formal **legal proceedings**, unless by way of pre-action protocol approved by **the insurer**;
- f) for adverse costs awards made against **you**, pursuant to section 22, Employment Act 2002 including, without limitation, before the expiry of any applicable ACAS discussion period.

8) Delay and prejudicial acts

Where **you**, in **the insurer's** reasonable opinion, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **nominated representative** or withdrawing from the case.

9) Other insurances

For **legal expenses** which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

10) Fines and penalties

For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.

11) Disagreement

Any claim relating to a dispute with **the insurer**.

12) Judicial review

Any claim relating to any judicial review, whether within the **geographical limits** or not.

13) Bankruptcy

When **you** are bankrupt, in liquidation, have made an arrangement with **your** creditors, have entered into a Deed of Arrangement or part or all of **your** affairs or property are in the care or control of a receiver or an administrator.

14) Intellectual property

Any claim relating to disputes involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

15) Breakdown of marriage or custody

Any claim relating to any dispute that **you** may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship or custody matters.

16) Leasehold valuation tribunal

Any dispute that is or could be determined by a leasehold valuation tribunal.

Conditions to this section

1) Your responsibilities

You must

- a) take all reasonable steps to minimise the amount payable under this insurance;
- b) take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure;
- c) provide **the insurer** with such information regarding **your** claim as it may reasonably require; and
- d) notify **the insurer** as soon as is reasonably possible of any circumstances which may give rise to a claim.

2) Nominated representative

- a) **The insurer** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **the insurer's** entire discretion. If **the insurer** chooses to refer **your** claim to a **nominated representative**, it shall confirm this in writing to **you** and explain in more detail the work the **nominated representative** will undertake.
- b) If **the insurer** agrees to the commencement of **legal proceedings**, then **you** have the right to nominate **your** own adviser. **You** must send **the insurer** the name and address of such person before the commencement of any **legal proceedings**. Such adviser must accept **the insurer's** terms of appointment before commencing any work for **you** on its behalf and co-operate with **the insurer** at all times.
- c) **The insurer** may reject any adviser **you** suggest. If **you** do not agree with **the insurer** about the choice of the **nominated representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- d) When a **nominated representative** is appointed **the insurer** will send them a copy of its terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement** with **the insurer**.

3) Control of the claim

- a) **You** must, at **your** own cost, provide the **nominated representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **nominated representative** when reasonably requested to do so.

FAMILY LEGAL EXPENSES

- b) **You** must keep the **nominated representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered.
 - c) **The insurer** must have direct access to the **nominated representative** at all times. **You** will provide **the insurer** with all information, evidence, legal advice and documents relating to the **legal proceedings** in **your** possession or custody or that of the nominated representative upon **the insurer's** request.
 - d) **You** must give the **nominated representative** any instructions **the insurer** requires **you** to give without delay.
- 4) **Acceptance of a claim and right to refuse payment**
The insurer may refuse to accept a claim or to continue to make payment to **you** where
- a) in **the insurer's** opinion
 - i) **you** have not disclosed all material information;
 - ii) **you** have failed to provide **the insurer** or the **nominated representative** with any relevant information and/or supporting evidence; and
 - iii) **your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
 - b) in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
 - c) if **the insurer** refuses to accept a claim or to continue to make payment to **you**, **the insurer** shall give the reason(s) in writing to **you**.
- 5) **Reasonable grounds**
- a) **The insurer** may, at any time, require **you** to obtain, at **your** own expense, an opinion from counsel as to the merits of **your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim.
 - b) In all cases, the onus will be on **you** to demonstrate to the **nominated representative**, or to **the insurer's** own advisers or counsel, (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other legal expenses relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.
- 6) **Payment under this insurance**
- a) **You** must inform **the insurer** of any offer to settle **your** claim. No settlement offer will be accepted without **the insurer's** consent.
 - b) If **you** do not accept an offer **the insurer** considers to be reasonable, it may refuse to provide any further payment.
 - c) **The insurer** may, at its sole discretion, elect to pay **you** the amount of damages claimed instead of incurring **legal expenses** to satisfy **the insurer's** liability under this section.
 - d) If any offer to settle the claim is not accepted by **you**, which equals or exceeds the total damages (including any interest) eventually recovered by **you**, **the insurer** will have no liability in respect of **legal expenses** incurred after such refusal, unless it has given its written consent to the rejection of the offer.

- e) Following receipt of the relevant accounts, orders or award of a court or tribunal for **legal expenses** to be paid under this section, payment will be made direct to the **nominated representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- f) If **you** withdraw from the **legal proceedings** without **the insurer's** agreement, cover will cease immediately and **the insurer** shall be entitled to be reimbursed for any **legal expenses** previously agreed or paid to **you**, or on **your** behalf, in respect of such **legal proceedings**.

7) Recoveries

The insurer can take **legal proceedings** in **your** name, at its own expense and for **the insurer's** own benefit, to recover any payment made under this insurance to anyone else. If **you** recover any **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **the insurer**.

How to make a claim

Potential claims should be notified to **the insurer** as soon as possible by utilising the contact details noted below. After the claim is accepted, the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

For the purposes of this section, claims are handled on **the insurer's** behalf by MSL Legal Expenses Limited and in the event of an incident that may arise in a claim they should be contacted. Reference to **the insurer** in this section in relation to the control and handling of any claim **you** make under this section may refer to either **the insurer** or MSL Legal Expenses Limited acting on **the insurer's** behalf.

Contact details of MSL Legal Expenses Limited are as follows.

No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW

Telephone No: 0161 603 2169 quoting "MBL Home Insurance" and **your** MBL Home Insurance policy number.

SECTION 6 HELPLINES

The schedule states if this section is in force

The services under this section are provided exclusively by MSL Legal Expenses Limited (MSL) through its legal, tax, employment and health and safety and identity theft advice telephone helplines, which are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

1) Legal

Legal advice for any of **your** personal legal problems under the laws of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.

2) Tax

Confidential advice in respect of **your** personal tax affairs.

3) Employment and health and safety

Advice on matters relating to employment law and health and safety in respect of **your** relationship with employees that work for **you** at the **home**. Where appropriate, MSL can provide **you** with standard employment contracts, letters and other documentation to assist **you** to handle relationships with **your** employees in line with current legislation.

4) Identity theft

If **you** think that **you** are a victim of identity theft, MSL will provide **you** with advice and assistance to enable **you** to establish if **your** personal information has been accessed for criminal purposes and explain what action needs to be taken to protect **your** interests and integrity and prevent financial loss.

For any of the advice and assistance described above, please telephone **0161 603 2167** and quote "MBL Home Insurance" and **your** MBL Home Insurance policy number.

If **you** wish to contact MSL by email, the address is markbatesltd@msl.co.uk and the email should quote **your** MBL Home Insurance policy number. Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to the same day.

The service is restricted to advice, information or assistance given and there is no limit to the number of times it may be used.

In order to check and improve service standards, MSL may record telephone calls.

POLICY ENDORSEMENTS

Your schedule states if any of the endorsements referred to below apply to this policy

Endorsement 1

This policy does not cover **damage** as a result of theft from the **home** when the **home** is unattended, unless at the time of **damage** all external doors and windows in the **home** are shut and securely closed by their normal methods of fastening and all locking devices are in place.

Endorsement 2

This policy does not cover **damage** as a result of theft from the **home** when the **home** is unattended, unless at the time of **damage** the intruder alarm system at the **home**

- a) is in thorough working order and has been set to operate;
- b) is maintained and regularly inspected by the installer or any other approved company;
- c) incorporates the method(s) of signalling and detection devices advised to and agreed by **the insurer**; and
- d) has not been the subject of a written refusal by the police to respond to any alarm calls resulting from activation.

Endorsement 3

This policy does not cover loss of or damage to jewellery, gemstones, watches or **money** as a result of theft from the **home** when the **home** is unattended, unless such property is kept in the locked safe at the **home**, details of which have been advised to **the insurer**.



Mark Bates Ltd

THE HOME OF PREMIER CARE

www.markbatesltd.com

Mark Bates Ltd Premier House Londonthorpe Road Grantham NG31 9SN

Tel:01476 513781 Fax:01476 591543

Email: enquiries@markbatesltd.com

Premier Care is a trading name of Mark Bates Ltd who are registered in England No: 2946288 and authorised and regulated by the Financial Conduct Authority, Registered No: 308390