Home Sum Insured

Policy



All information in this document is correct at the time of printing (November 2015), for full up to date information please visit our website



Introduction

Thank **you** for choosing Covéa Insurance. This is **your** household insurance policy. This policy is a contract between **you** and **us** and is made up of this policy booklet and **your schedule** and is based on the statements and information **you** gave **us** when **you** applied for this insurance. This information was recorded in either a proposal form or a statement of insurance and was used in assessing and accepting the cover **we** would provide for **you** and to set the premium **we** need for that cover. A copy of the proposal form or statement of insurance is available on request from **your** insurance broker or intermediary. If any of the information is incorrect, **you** should tell **your** insurance broker or intermediary immediately.

If any of the information **you** have provided is incorrect **you** may find **you** have no cover at all.

You should read this policy booklet, your schedule and any endorsements as if they are one document. Please check them carefully to make sure they give you the cover you want. If they do not, you should tell your insurance broker or intermediary immediately. You should keep it in a safe place; you may need to refer to it if you have to make a claim.

Upon payment of the premium for the **period of insurance** or any subsequent period for which **we** shall accept payment **we** will indemnify **you** in accordance with and subject to the policy conditions set out on pages 6-7 and policy exceptions set out on page 8 in this policy booklet. **Your schedule** tells **you** which sections of this policy booklet apply.

You agree to pay the premium and to keep to the policy conditions.

Please read this policy carefully and check that it meets your requirements. Any query should be referred to your insurance broker or intermediary immediately.

Contents

Introductioninside front cover	Policy Cover:
Contact Numbers	Section F – Home Emergency
Meaning of Words:	Customer Information:
Sections A-D	Section F – Home Emergency
Customer Information:	Policy Conditions:
Sections A-D	Section F – Home Emergency
Delicy Conditions	Policy Exceptions:
Policy Conditions: Sections A-D	Section F – Home Emergency
	Claims:
Policy Exceptions: Sections A-D	Section F – Home Emergency4
	Policy Cover:
Policy Cover: Section A – Buildings 10	Section G – Pest Cover
Section A Bandings	Customer Information:
Section B – Contents	Section G – Pest Cover
Section C – Personal Possessions	Policy Conditions:
Section D – Pedal Cycles	Section G – Pest Cover4
Claims:	Claims:
Sections A-D	Section G – Pest Cover4
Policy Cover:	
Section E – Legal Protection	
Policy Conditions:	
Section E – Legal Protection	
Policy Exceptions:	
Section E – Legal Protection	
Customer Information:	
Section E – Legal Protection	
Claims:	
Section E – Legal Protection	

Contact Numbers

Claims

Property Careline 0330 024 2255

For claims under sections A-D:

Covéa Insurance Property Careline – 24 hours a day, 365 days a year

- Telephone Covéa Insurance on 0330 024 2255 or fax 0330 024 2613
- For Online Claims Assistance complete **our** Online Claims Form at **www.coveainsurance.co.uk/reportclaim**
- Email householdclaims@coveainsurance.co.uk
- Write to Covéa Insurance Property Careline, PO Box 824, Halifax HX1 9QT
- See pages 22-23 for full details of how to make a claim and how we settle your claim
- Covéa Insurance Property Careline is a UK-based service
- Our staff are highly trained and can confirm whether your policy covers you for the incident
- Please have **your** policy number to hand when phoning
- In the event of you wishing to make a claim you must follow the procedures we have detailed in this policy, failing which we will not be liable for your claim

For claims under sections E-G:

Check **your schedule** to see whether **you** have purchased these sections

- Legal Protection (Section E) 0330 024 2290
 See page 34 for full details of how to make a claim
- Home Emergency (Section F) 0330 024 2295
 See page 40 for full details of how to make a claim and how your claim is settled
- Pest Cover (Section G) 0330 024 2298
 See page 46 for full details of how to make a claim and how your claim is settled

LawCare

The LawCare service enables **you** to obtain confidential expert advice on any personal legal problem 24 hours a day 365 days a year. The advice given in most cases, is immediate, and is geared to providing **you** with easily understood practical help. Comprehensive advice is available on all areas of domestic legal issues such as personal injury matters, motor related disputes, property worries and matrimonial problems etc.

How to use LawCare:

- 1. To contact this service telephone 0330 024 2290 anytime day or night 365 days a year
- 2. Quote code number 70526
- 3. State your question or problem

The LawCare service is totally confidential. The only information that needs to be given is **your** code number. There is no limit to the number of times **you** can use the service.

Meaning of Words

Sections A-D

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Sections E, F and G have their own Meaning of Words and appear in the relevant section of the policy.

accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

bodily injury

Death, illness, injury or disease.

buildings

The **home**, its permanent **fixtures and fittings**, wooden laminate or vinyl flooring coverings, patios, terraces, paths, drives, walls, gates, hedges and fences, hard tennis courts, sunken swimming pools, cesspits, septic tanks, central heating fuel tanks, ornamental ponds, fountains, lampposts and railings, sheds and greenhouses, all situated at the risk address shown on **your schedule**.

buildings does not include land, trees, shrubs and plants, aerials, satellite receiving equipment or masts, carpets whether fitted or not.

business equipment

Furniture, computers, laptops, keyboards, monitors, printers, computer-aided design equipment, facsimile machines, photocopiers, telecommunications equipment and stationery, which are used for the business, trade or profession of **you** or **your family**.

contents

- aerials, satellite receiving equipment or masts fixed to or in the home;
- business equipment up to a total of £5,000;
- carpets whether fitted or not;
- high risk items up to the limits shown on page 23;
- household goods and **personal possessions**;
- interior decorations where you are the tenant of the home or where you are the owner, but not responsible for insuring the buildings;
- pedal cycles up to £750 each;
- · mobile phones;
- tenants fixtures and fittings;

Which **you** or **your family** own or for which they are legally responsible.

contents does not include:

- Any electrically or mechanically powered vehicles (other than battery or pedestrian operated models or toys, domestic gardening equipment, golf carts or trolleys, and vehicles which are designed to assist disabled persons and are not registered for road use), any form of aircraft (including models) or hovercraft, boats, boards or any other craft or equipment designed for use in or on water, caravans, horse boxes, trailers, and their parts, spares or accessories for any of them;
- Deeds (other than as provided by paragraph 20 of Section B), securities, documents, personal money or credit cards (other than as provided by paragraph 23 of Section B);
- Wooden laminate or vinyl flooring covering;
- Landlords' fixtures and fittings;
- Any living creature;
- Trees, shrubs or plants;
- Mobile phone airtime.

credit cards

Credit, cheque, charge, debit or cash dispenser cards.

excess

The amount specified in the relevant section of this policy, or where no **excess** is specified in the policy, the amount set out in **your schedule**, which is the first part of the claim which **you** will be responsible for. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

family

Your:

- Spouse or domestic partner
- Children (including adopted and foster children)
- Relatives who normally live with **you**.

fixtures and fittings

- Built-in furniture and kitchen units;
- Built-in domestic appliances;
- Fixed glass and sanitary ware;
- Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters;
- Light fittings.

Meaning of Words

Sections A-D

continued

heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

high risk items

- Any collections of stamps, coins, medals or banknotes;
- Articles made of gold, silver, precious metals or precious stones;
- Clocks:
- Jewellery, watches or furs;
- Sculptures, pictures, paintings or other works of art.

home

The private dwelling and its garage(s) and permanent outbuildings (if shown on the title deeds) of **your** private dwellings, all at the address shown on **your schedule** and used for domestic purposes only.

Unless described differently by an endorsement to this policy, the private dwellings, garages and permanent outbuildings must:

- Be built of brick, stone or concrete;
- Be roofed with slates, tiles or concrete and no more than 20% of the total external roof area either flat or covered with felt.

landslip

Downward movement of sloping ground.

period of insurance

The period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

personal money

- Cash, cheques, postal or money orders, travellers cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, or luncheon vouchers held for social or domestic purposes;
- Travel tickets, sports season tickets, phone cards or mobile telephone or multi media prepaid vouchers (but only for the cost of replacement for the period from the date of loss to the expiry date of the original ticket or voucher) if a duplicate cannot be obtained.

personal money does not include Air Miles vouchers, promotional vouchers, store points, lottery tickets, scratchcards or raffle tickets.

personal possessions

Luggage, clothing, jewellery, spectacles, sports equipment, musical instruments, photographic equipment, mobile phones and other items which are normally used, worn on or carried about the person, which belong to **you** or **your family** or which **you** are legally responsible for.

personal possessions does not include:

- Anything which is defined as not included under **contents**;
- · Camping equipment;
- Deeds, electronically stored data, personal money or credit cards:
- Household goods, domestic appliances, furnishings, furniture, china, glass or pottery;
- Pedal cycles;
- Tools

schedule

The document which gives the details of the cover **you** have.

settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

unfurnished

Without enough furniture and furnishings for normal living purposes.

United Kingdom

The United Kingdom of Great Britain and Northern Ireland.

unoccupied

Not lived in by **you** for more than 30 days in a row.

we, us or our

Covea Insurance plc.

you or your

The person or people shown in **your schedule** as the insured.

Sections A-D

Registration and Regulatory Information

Insurance cover under Sections A to D is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Complaints Procedure

It is always **our** intention to provide a first class standard of service. However **we** do appreciate that occasionally things go wrong. In some cases the broker or intermediary who arranged **your** insurance will be able to resolve any concerns, and **you** should contact them directly.

Alternatively, depending on the section of **your** policy please contact **us** as noted below, quoting **your** policy or claim number.

For Buildings, Contents, Personal Possessions and Pedal Cycles (Sections A-D) telephone Covéa Insurance on 0330 221 0444, or write to Customer Relations, Covéa Insurance, Norman Place, Reading RG1 8DA. **You** can contact **us** via email on **our** website at www.coveainsurance.co.uk.

For Legal Protection Insurance (Section E) telephone 0330 100 9513 or write to Cigna Legal Protection, Customer Relations Department, First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

For Home Emergency (Section F) and Pest Cover (Section G) telephone 01737 815913, write to the Customer Relations Manager, AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR or email homeemergencycomplaints@axa-assistance.co.uk.

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **our** website at www.coveainsurance.co.uk/complaints.

If **you** should remain dissatisfied once Covéa Insurance has had the opportunity to resolve **your** complaint, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at Exchange Tower, Harbour Exchange Square, London, E14 9SR. Further contact details include: complaint.info@financial-ombudsman.org.uk and 0300 123 9 123 or 0800 023 4567.

There are a few instances where the FOS is not able to assist and **you** must have allowed the insurer relevant to the section the opportunity to resolve **your** complaint before the FOS becomes involved.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU www.fscs.org.uk.

Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. **We** will pass information to the appropriate register(s). In dealing with any claim **we** may search the register(s).

In order to prevent or detect fraud **we** will check your details with various fraud prevention agencies. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. Other users of these fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating by contacting **us** at info@coveainsurance.co.uk.

Cancellation

Your rights to cancel your policy

You have the right to cancel **your** policy at any time; to do so **you** must instruct **your** intermediary. Any potential refund will be calculated as follows:

For cancellation instructions received within 14 days of policy purchase, renewal or **you** receiving **your** policy documents **we** will;

- provide a full refund if the period of insurance has not yet started.
- refund the premium for the exact number of days left in the current period of insurance even if a claim has been made in the current period of insurance. If cancellation occurs in the first period of insurance we will also deduct an administration charge of £26.50.

Sections A-D

continued

For cancellation instructions received after the 14 day period described above has passed **we** will;

- refund the premium for the exact number of days left in the current period of insurance if no claims have been made in the current period of insurance. If cancellation occurs in the first period of insurance we will also deduct an administration charge of £26.50.
- not refund any part of the premium if a claim has been made in the current **period of insurance**.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, **we** may deduct the full outstanding balance of this Loan from **your** claims settlement. If **we** do not exercise this right then outstanding monies may be owed when **your** policy is cancelled. All outstanding monies must be paid to Covéa Insurance as described in **your** Loan Agreement.

Our rights to cancel your Policy

We, or **your** intermediary or other person acting for **us** have the right to cancel **your** policy, where there is a valid reason for doing so by sending seven days written notice to **your** last known address. Valid reasons may include, but are not limited to:

- Where you do not pay a premium when it is due to either your intermediary or direct to Covéa Insurance in line with a Loan Agreement;
- Where you are required to co-operate with us, or send us
 information or documentation and you fail to do so in a way that
 affects our ability to process a claim, or our ability to defend our
 interests:
- Where there is a failure by you to notify us of any changes in your circumstances as shown in the Policy Conditions Sections A-D page 7;
- Where you commit or attempt to commit fraud as shown in the Policy Conditions Sections A-D page 7;
- Use of threatening or abusive behaviour or language, or intimidation to our staff or suppliers.

If we cancel your policy for reasons other than fraud, we will refund the premium for the exact number of days left in the current **period** of insurance. In the first **period of insurance** we will also deduct an administration charge of £26.50.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

If **we** cancel **your** policy on the grounds of fraud, cancellation will be from the date the fraudulent act was committed and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances. Please read the Policy Conditions Sections A-D page 7 for further details in regard to fraud.

Policy Conditions

Sections A-D

You must comply with these conditions. They control the operation of the policy cover for Sections A to D.

Sections E, F and G have their own policy conditions which are detailed on pages 27-29, 38 and 45.

1. Compliance with Policy Terms

We will only provide the cover described in the policy if all the terms and conditions of this policy so far as they apply have been met by **you** or anyone claiming under this policy.

2. Taking Care

You and **your family** must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the property which is covered by this insurance.

3. Changes in Your Circumstances

When **you** arranged **your** insurance **you** provided **us** with certain information that **we** requested and this information is confirmed in the statement of insurance supplied to **you** by **your** intermediary.

You must tell **us** or **your** intermediary straight away about any change in **your** circumstances.

The facts and changes in circumstances which **we** need to be told about are those which **we** consider important in assessing the degree of risk which **we** have taken on, the scope of the insurance cover **we** have provided to **you**, the terms upon which **we** are prepared to cover **you** and the premium which **we** charge **you**.

For example **we** need to know:

- (a) of a change of address;
- (b) if someone lives in the home other than you and your family;
- (c) if the home becomes unoccupied or unfurnished;
- (d) if the rebuilding costs of the home or the replacement values of the contents, personal possessions or pedal cycles exceed the limits shown in the policy or your schedule;
- (e) if you or your family or anyone currently living with you are charged or are convicted of any offence other than driving offences;
- (f) if you or your family or anyone currently living with you have been declared bankrupt or are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or Individual Voluntary Arrangement (IVA);
- (g) if you change your occupation;
- (h) if the home is being used for business or professional purposes;

- (i) if the home is not in a good state of repair;
- (j) if the home is undergoing structural alteration, structural repair, restoration or renovation;
- **(k)** if any of the information provided and recorded in the proposal form or statement of insurance has changed.

If there are any changes in **your** circumstances which occur after this policy has begun, then **you** must tell **us** or **your** intermediary immediately.

Upon being told of a change in circumstances, \boldsymbol{we} reserve the right to:

- (a) cancel your policy; or
- **(b)** charge **you** an additional premium or provide **you** with a return premium with effect from the date upon which **your** circumstances changed; and/or
- **(c)** apply an endorsement to the policy with effect from the date upon which **your** circumstances changed with further conditions or warranties which **you** must comply with.

If **you** fail to tell **us** of any change in **your** circumstances which occurs after the start date of the **period of insurance**, **we** would consider this to be a non disclosure/misrepresentation and the action **we** may take is detailed under policy condition 11 Non Disclosure and Misrepresentation on page 7.

4. Other Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

5. Fraud

If **you** or any member of **your family** makes a claim under this policy which is in any part false, exaggerated or supports a claim with a false document or statement, **we** will not pay the claim and all cover under this policy ceases immediately. The police will be informed.

6. Index Linking

The **buildings** sum insured is automatically adjusted in line with changes in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or an alternative appropriate index. The **contents** and unspecified and specified **personal possessions** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index.

You will be told at each renewal date of the revised sums insured.

Policy Conditions

Sections A-D

continued

7. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

8. Claims

When circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police immediately you become aware something is lost or you suspect theft, attempted theft or malicious damage and keep a note of any reference number given to you;
- take all reasonable steps to recover any property which has been lost:
- send us at our reasonable expense, all the documents and information (including written estimates and proof of value or ownership) we may request from you.

You must not:

- pay, offer or agree to pay any amount or admit responsibility without our permission;
- abandon any property to **us** unless **you** have **our** permission.

We will not pay any claims under this policy unless **you** have kept to the above conditions.

We may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which we have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against you or at our own expense, take legal action in your name to get back any payment we have made under this policy.

9. No Claims Discount

If **you** do not make a claim during the **period of insurance we** will increase **your** no claims discount at next renewal date in line with **our** scale.

If **you** make a claim under Section A buildings or Section B contents **we** will reduce **your** no claims discount under that section at the next renewal date in line with **our** scale.

If **you** make a claim under section C personal possessions, or section D pedal cycles **we** will reduce Section B contents no claims discount at the next renewal date in line with **our** scale.

Details of **our** no claims discount scale is available on request.

No claims discount is not applicable to Sections E to G and in the event of a claim under these sections the no claims discount under section A buildings and section B contents will not be affected.

10. Non Disclosure and Misrepresentation

Information which **you** gave **us** before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **your** intermediary immediately.

If **you** have provided **us** with inaccurate information, which might have affected **our** decision to provide insurance cover, the level of premium, or the terms of this policy, before **you** took out the policy, or before renewal then **we** may have the right to:

- apply terms to the policy by endorsement; and/or
- cancel the policy; and/or
- void the policy, which means we will treat the policy as if it had never existed; and/or
- repudiate any claims; and/or
- recover any payments from **you** made on previous claims; and/or
- retain the premium; and/or
- allow a pro-rata refund of the premium; and/or
- refund the premium in full.

11. Law Applicable to Contract

English law will apply to this contract unless **you** and **we** agree otherwise.

Policy Exceptions

Sections A-D

Exceptions are the events, liabilities or property **we** will not pay for under Sections A to D of the policy.

Sections E and F have their own exceptions which are detailed on page 30 and 39.

1. Radioactive Contamination

Any expense, loss, **bodily injury**, liability or damage to any property directly or indirectly caused by, contributed to or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel:
- **(b)** the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

2. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

3. War Risks

Any loss, damage, **bodily injury** or liability which is the direct or indirect result of any of the following:

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

4. Events Before the Policy Started

Any loss, damage, **bodily injury** or liability arising out of any accident or incident that happened before this policy started.

5. Deliberate Acts

Any loss, damage, **bodily injury** or liability caused deliberately, maliciously, wilfully, recklessly by **you**, **your family**, lodgers, guests, tenants or employees.

6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this policy.

7. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **home**.

8. Business Property and Legal Liability

Any loss or damage to property owned by, held in trust or primarily used for any business, trade or profession (other than **business equipment**). Any legal liability arising directly or indirectly from any business, trade or profession.

9. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- **(b)** order of any court of law;
- (c) any statutory or regulatory authority.

10. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly or indirectly caused by a sudden and unforeseen and identifiable incident occurring during the **period of insurance**.

11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;
- (b) computer viruses.

12. Terrorism

Liability, loss, damage, cost or expense caused directly or indirectly by an act of terrorism as defined in the Terrorism Act 2000 except for loss or damage to **your** property from a cause insured by this policy, provided the liability, loss, damage, cost or expense does not arise out of the use of biological, chemical and/or nuclear force or threat thereof.

13. Wear and Tear

Loss or damage caused by wear and tear or anything which happens gradually.

Section A – Buildings

We will pay for:	We will not pay for:	
Loss or damage to buildings caused by:	 The excess which is shown on your schedule under all paragraphs of this section except paragraph 18. Wet or dry rot. Loss or damage due to any gradually occurring cause. 	
1. Fire, explosion, lightning or earthquake.		
2. Smoke.		
3. Riot, civil commotion, strikes, labour or political disturbances.		
4. Malicious Acts.	Loss or damage caused: • by you, a member of your family, lodgers, guests, tenants or employees; • while the home is unoccupied or unfurnished.	
5. Storm or flood.	Loss or damage: • to gates, hedges and fences; • caused by rising ground water levels or other gradually occurring cause.	
6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank;(b) Oil escaping from any fixed domestic heating installation.	Loss or damage: • caused while the home is unoccupied or unfurnished ; • caused by the escape of water from guttering, rainwater down pipes, roof valleys and gullies.	
7. Theft or attempted theft.	 Loss or damage caused: by you, a member of your family, lodgers, guests, tenants employees; while the home is unoccupied or unfurnished. 	
 8. Impact or collision by: (a) Aircraft or other aerial devices or items dropped from them; (b) Vehicles or animals; (c) Falling trees or branches. We will also pay the cost of removing trees or branches if they have caused damage insured by this section to the buildings. 	Loss or damage caused: • by your pets.	
9. Falling aerials (including satellite receiving equipment) their fittings and masts.		

Section A – Buildings

continued

We will pay for:	We will not pay for:
10. Subsidence or ground heave of the site that the buildings stand on or landslip.	 The first £1,000 of each claim. Damage caused by or resulting from: coastal or river erosion; faulty design, workmanship or the use of defective materials; demolition, structural alteration or repair to the buildings; the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time and by the same cause; the bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion; the action of chemicals or chemical reaction. Damage: to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the home is damaged at the same time and by the same cause; for which compensation is provided by the National House Building Council Scheme, or other similar guarantee.
THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SEC	TION
11. Frost Damage.	
Frost damage to interior fixed domestic water or heating installation in the home .	Damage caused while the home is unoccupied or unfurnished
12. Glass, Sanitary Ware and Ceramic Hobs. Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass, solar panels and sanitary ware all forming part of the home .	Breakage caused while the home is unoccupied or unfurnished
13. Cables, Pipes and Tanks.	
Accidental damage for which you are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the home .	The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section. Damage caused to pitch fibre drains by any inherent defect in the design, construction or installation of the drains.
14. Trace and Access.	
Following damage insured by paragraph 6 we will also pay the costs you incur in locating the source of the damage up to £5,000.	Damage caused while the home is unoccupied or unfurnishe

Section A – Buildings

continued

We will pay for:	We will not pay for:
15. Professional Fees and Additional Costs.	
Following damage insured by Section A and incurred as a direct result of the loss or damage to the home with our consent, we will pay: • the costs of complying with any government or local authority requirement; • fees to architects, surveyors and consulting engineers; • legal fees; • the cost of clearing the site and making it and the home safe.	Costs or fees for preparing and handling a claim under this section. Costs of complying with requirements that you were given notice of before the damage occurred. Costs for undamaged parts of the buildings except the foundations of the damaged parts.
16. Temporary Accommodation and Loss of Rent.	
If your home is uninhabitable due to damage insured by this section:	
 the cost of similar temporary accommodation for you, your family and your pets; 	
 rent which should have been paid to you; 	
• ground rent which you have to pay.	
The most \textbf{we} will pay is 20% of the sum insured by this section.	
17. Moving Home.	
If you are selling the home we will insure the buyer under this section between the date of exchange of contracts, or conclusion of missives, and the completion date unless the buyer has arranged his own insurance.	
In order for this cover to apply, formal completion must have taken place. You and the buyer must keep to the terms and conditions of this policy.	
18. Property Owners Liability.	
Compensation, legal costs and expenses which you	Liability arising directly or indirectly from:
(or if you die your personal representatives) legally have to pay to someone else in respect of:	any contract or agreement that says you or a member of the says that the says are thing which you are the says
 bodily injury to any person or 	your family are liable for something which you or they would not otherwise have been liable for;
 accidental loss or damage to property not belonging 	the occupation of the buildings ;
to you ,	any business or professional use of the buildings .
during the period of insurance , which arises out of:	Liability for:
(a) you owning but not occupying the buildings and their land; or	 bodily injury to any member of your family or to a person employed by you or by a member of your family;
(b) your previous ownership of any private property under Section 3 of the Defective Premises Act 1972	 damage to property belonging to you or a member of your family or for which you or your family are responsible.

Section A – Buildings

continued

Your schedule shows if this section applies to your policy.

We will pay for:	We will not pay for:
We will also pay legal costs and expenses incurred with our consent in connection with defending such claim. The most we will pay (inclusive of claimants and defence legal costs and expenses agreed by us in writing) is £2,000,000 for any claim or series of claims arising from any one event or one source or original cause.	
 19. Emergency Access. Loss or damage to the buildings caused by a member of the emergency services breaking into the home: to rescue you, a member of your family, lodgers, guests, tenants or employees; to prevent loss or damage to your home. The most we will pay is £500. 	
20. Accidental Damage. This cover only applies if you have selected it and it is shown on your schedule. accidental damage to the buildings.	Any loss or damage which we have indicated that we will not pay for under paragraphs 1-14 of this section. Damage occurring whilst: • any part of the home is lent, let, sub-let or shared; • the home is unoccupied or unfurnished; • the home is undergoing demolition, structural alteration or structural repair. Damage caused by or arising from: • insects, parasites, vermin, fungus or mildew; • chewing, scratching, tearing or fouling by your pets; • atmospheric or climatic conditions or frost (except as covered by paragraph 11); • alteration, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown; • faulty design or workmanship or the use of faulty materials; • structural movement, settlement, shrinkage.

IMPORTANT NOTE IN RESPECT OF: Paragraph 18 Property Owners Liability

If **you** are both the owner and the occupier of the **home** insured by this policy, accidents which happen in **buildings** or on land are, by law, usually the responsibility of the person who lives in the building or on the land, rather than the person who owns the building.

If you are the owner and occupier of the **buildings**, this section does not cover your legal liability as the occupier of the **home** or its land. You will need to arrange **contents** insurance which provides occupiers liability cover to make sure you are fully protected.

Section B – Contents

We will pay for:	We will not pay for:
Loss or damage to contents which you own or which you are legally responsible for whilst: • in the home ; • permanently or temporarily in the open within the boundary of the land belonging to the home up to £500. Caused by:	 The excess which is shown on your schedule under all paragraphs of this section except paragraphs 24 and 25. Loss or damage to Contents permanently or temporarily in the open within the boundary of the land belonging to the home while the home is unoccupied or unfurnished. Loss or damage due to any gradually occurring cause.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious acts.	 Loss or damage caused: by you, a member of your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished. Any amount over £2,000 for loss or damage to the contents contained in garages or outbuildings at the home.
5. Storm or flood.	Loss or damage to Contents : • permanently or temporarily in the open within the boundary of the land belonging to the home • caused by rising ground water levels or other gradually occurring cause.
6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.(b) Oil escaping from any fixed domestic heating installation.	Loss or damage caused while the home is unfurnished or unoccupied . Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
7. Theft or attempted theft.	 Loss or damage caused: by you, your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished. while any part of the home is lent, let, sub-let or shared unless following forcible or violent entry to or exit from the home. Any amount over £2,000 for loss or damage to the contents contained in garages or outbuildings at the home.

Section B – Contents

continued

We will pay for:	We will not pay for:
 8. Impact or collision by: (a) Aircraft or items dropped from them or other flying objects. (b) Vehicles or animals. (c) Falling trees or branches. 	Loss or damage caused: • by your pets.
9. Falling aerials (including satellite receiving equipment) their fittings and masts.	
10. Subsidence or ground heave of the site that the buildings stand on or landslip.	Damage caused by or resulting from: coastal or river erosion the movement of solid floor slabs unless the foundations underneath the external walls of the home are damaged at the same time and of the same cause.
THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SEC	TION
 11. Glass, Mirrors and Ceramic Hobs. Accidental breakage while in the home of mirrors, fixed glass in furniture or ceramic tops in free-standing cookers. 12. Loss of Oil and Metered Water. Loss of metered water or of oil from the home following accidental damage to the water or heating system. The most we will pay is £1,000. 	Loss or damage caused while the home is unoccupied or unfurnished . Loss or damage caused while the home is unoccupied or unfurnished .
 13. Audio, Visual and Computer Equipment. Accidental damage: while in the home to television, audio or video equipment, DVD players, digital boxes, games consoles, or to personal computers, laptops and computer equipment; to receiving aerials and satellite receiving equipment fixed to the home. 	Damage to: • tapes, cassettes, cartridges, records or discs of any kind; • camcorders, video cameras, digital cameras, hand-held electronic games or toys, mobile phones or telephone equipment; Loss or damage caused: • while the home is unoccupied or unfurnished; • by computer viruses; • by pets. The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.

Section B – Contents

continued

We will pay for:	We will not pay for:	
14. Legally Downloaded Audio/Visual Files. Loss or damage insured by Section B paragraphs 1 to 10 to legally downloaded audio/visual files.	 any amount over £500 any illegally downloaded files or files where proof of purchase cannot be proved the clerical labour and computer time taken to reinstate the files. 	
15. Household Removal. Accidental loss or accidental damage to the contents while they are being moved by professional furniture removers from the home to your new permanent home within the United Kingdom .	Loss or damage caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers. Loss or damage that is not reported within 7 days of delivery to a new home . Loss of or damage to contents in storage or being moved to or from storage.	
 16. Contents Temporarily Removed. Loss or damage to contents within the United Kingdom while temporarily away from the home up to a maximum of 90 days caused by: Section B paragraphs 1-6 and 8-10; theft or attempted theft from: a deposit box in a bank; an occupied private house or flat; any other building where you or a member of your family work or are temporarily living. The most we will pay is 20% of the sum insured by this section to a maximum of £5,000 except for contents contained in garages or outbuildings when the most we will pay is £2,000 	Loss or damage to contents which is not in a building caused by storm, flood, theft or malicious damage. Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the building being: (a) a building where you or a member of your family are living temporarily; (b) a building where you or a member of your family are employed or engaged in business. Theft of personal money. Loss or damage to contents: • which have been removed for sale, exhibition or placed in a furniture depository. • belonging to a member of your family while they are living and studying away from the home.	
17. Students Cover. Loss or damage insured by Section B, paragraphs 1–10 to the contents belonging to you or your family while in full time education in the United Kingdom and living and studying away from the home. The most we will pay is £2,500.	Loss or damage caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building.	

Section B – Contents

continued

We will pay for:	We will not pay for:
18. Temporary Accommodation.	
The cost of similar accommodation for you , your family and your pets if your home is uninhabitable due to damage insured by section B – contents during the time necessary for the home to be restored to a habitable condition.	
The most \mathbf{we} will pay is 20% of the sum insured by this section.	
19. Loss of Keys.	
The cost of replacing and fitting the locks and keys of external doors and windows of the home if the keys are accidentally lost or stolen anywhere in the world.	
The most we will pay is £500.	
20. Title Deeds.	
The cost of preparing new title deeds to the home following loss or damage insured by this section while in the home or kept with your solicitor, bank or mortgagee for safe keeping.	
The most we will pay is £1,000.	
21. Religious Festivals and Wedding Gifts.	
We will increase the contents sum insured under this section by 10% up to a maximum of £3,000;	
 during your Religious Festival to cover gifts and extra food and drink; 	
 for one month before and after the wedding day of you or a member of your family to cover wedding gifts and extra food and drink at the home, at the reception or in transit between the home and the reception. 	
22. Freezer Contents.	
Loss or damage to food or drink in any freezer in the home caused by:	Loss or damage caused by the deliberate act of the supply authority.
 a change in temperature of the freezer; 	
 contamination by the escape of refrigerant or refrigerant fumes. 	
The most we will pay is £1,000.	

Section B – Contents

continued

We will pay for:	We will not pay for:
23. Personal Money and Credit Cards.	
(a) Accidental loss anywhere in the world of personal	(a) Losses caused by error or omissions.
money belonging to you or a member of your family.	Losses not reported to the Police immediately after
The most we will pay is £1,000. (b) Financial loss following fraudulent use of credit cards	discovery. Loss from the home while the home is unoccupied or
belonging to you or a member of your family anywhere in the world.	unfurnished.
The most we will pay is £1,000.	Loss from the home while any part of the home is lent, let, sub-let or shared, unless following forcible or violent entry to or exit from the home .
	(b) Any loss not reported to the issuing company immediately after discovery.
	Liability following breach of the terms and conditions of use.
24. Tenants Cover.	
Loss or damage to:	
(a) Fixtures and fittings, greenhouses and sheds installed by you at the home and for which you are responsible;	
(b) The structure, decorations, fixtures and fittings of the home that you are responsible for as a tenant under a tenancy agreement;	
insured by Section A paragraphs 1-12 of this policy.	
The most \mathbf{we} will pay is 20 % of the sum insured by this section up to a maximum of £5,000.	

Section B – Contents

continued

Your schedule shows if this section applies to your policy.

We will pay for:	We will not pay
25. Occupiers and Personal Liability.	Liability arising fron
(i) Compensation and legal costs and expenses which you	• bodily injury to

- (or if **you** die **your** personal representatives) legally have to pay to someone else in respect of:
 - (a) bodily injury to that person; or
 - **(b)** accidental loss or damage to property not belonging to you;

which occurs during the **period of insurance** and which arises out of:

- (a) you occupying the home including its land; or
- (b) your acts or omissions as a private individual anywhere in the **United Kingdom** or elsewhere for temporary visits.

We will also pay legal costs and expenses incurred with **our** consent in connection with defending any such claim.

The most **we** will pay for any claim or claims arising from one event is £2 million inclusive of claimants and defence legal costs and expenses.

(ii) Compensation, legal costs and expenses which you (or if you die your personal representatives) legally have to pay in respect of **bodily injury** to **your** domestic employees occurring during the **period of** insurance. The bodily injury must occur during the course of their work for you and during the period of insurance.

We will also pay legal costs and expenses incurred with our consent in connection with defending any such claim.

The most **we** will pay for any claim or claims arising from one event is £10 million inclusive of claimants and defence legal costs and expenses.

m:

you or a member of your family or to a person employed by you or a member of your family;

for:

- damage to property (other than temporary holiday accommodation) owned or held in trust by or in the custody or control of **you** or a member of **your family**;
- any contract or agreement that says that **you** or a member of **your family** are liable for something which **you** or they would not otherwise have been liable for;
- ownership of any land or building including the **home**;
- an illness or disease you or a member of your family pass onto someone else:
- your trade, business or profession, occupation or former business, trade profession or occupation and whether or not such liability arises out of a job carried out for reward;
- the ownership, custody, control or use of:
 - road vehicles or any electrically or mechanically powered vehicles (except battery or pedestrian operated models or toys, domestic gardening equipment, golf carts or trolleys or buggies, and vehicles which are designed to assist disabled persons and are not registered for road use);
 - caravans, horse boxes or trailers;
 - any form of aircraft (including models) or hovercraft;
 - watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft);
 - animals other than domestic pets and horses kept for private hacking;
 - dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amendment;
 - firearms, except legally-held sporting guns while being used for sporting purposes.
- fines, penalties or aggravated, punitive, or exemplary damages.

Section B – Contents

continued

We will pay for:	We will not pay for:
26. Accidental Damage.	
This cover only applies if you have selected it and it is shown on your schedule .	
Accidental damage to the contents while in the home.	Any loss or damage shown as not insured under the contents section, paragraphs 1-10.
	Loss or damage occurring whilst:
	• any part of the home is lent, let, sub-let or shared;
	• the home is unoccupied or unfurnished;
	 the home is undergoing demolition, structural alteration or structural repair.
	Any amount over £1,000 for damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used.
	Damage to clothing or contact lenses.
	Damage caused by or arising from:
	• insects, parasites, vermin, fungus or mildew;
	• chewing, scratching, tearing or fouling by your pets;
	atmospheric or climatic conditions;
	 alteration, repair, maintenance, restoration, dismantling, renovation or breakdown;
	• faulty design or workmanship or the use of faulty materials;
	• any process of cleaning, drying, dyeing, heating or washing.

Section C – Personal Possessions

We will pay for:	We will not pay for:
Theft or accidental loss of or accidental damage to:	The excess of £50.
1. Unspecified personal possessions;	Loss or damage from the home caused by theft, attempted
2. Specified personal possessions listed in your schedule;	theft or malicious acts, while the home is left unoccupied or unfurnished .
whilst within the United Kingdom or anywhere else in the world for up to 60 days in any one period of insurance which you or a member of your family own or are legally responsible for.	Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked.
	Any amount over £1,000 in respect of loss of property from an unattended road vehicle.
	Loss or damage to sports equipment whilst in the course of play or use.
	Loss or damage caused by or arising from:
	insects, parasites, vermin, fungus or mildew;
	atmospheric or climatic conditions or frost;
	 scratching, denting or chipping;
	• chewing, scratching, tearing or fouling by your pets;
	 alteration, repair, maintenance, restoration, dismantling, renovation or breakdown;
	faulty design or workmanship or the use of faulty materials;
	 the cost of remaking any film, disc or tape or the value of any information contained on it;
	any process of cleaning, drying, dyeing, heating or washing.

Section D - Pedal Cycles

We will pay for:	We will not pay for:
Theft or accidental loss of or accidental damage to pedal cycles described in your schedule while within the United Kingdom which you or a member of your family own or are legally responsible for.	The excess of £50. Loss or damage while the pedal cycle is being used for racing, rallies, pacemaking or trials. Loss of or damage to accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time. Theft of an unattended pedal cycle while outside the boundary of the home, unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure. Loss or damage caused by cleaning, repairing or restoring. Loss of value. More than the amount specified in the schedule.

Claims

Sections A-D

How to make a claim

To make a claim for any of the following:

Section A: Buildings

Section B: Contents

Section C: Personal Possessions

Section D: Pedal Cycles

- **1.** Check the policy booklet and **your schedule** to see which sections **you** are covered for.
- Contact the Covéa Insurance Property Careline using any of the following details:

Telephone: 0330 024 2255

Fax: 0330 024 2613

Online: www.coveainsurance.co.uk/reportclaim

Email: householdclaims@coveainsurance.co.uk

In writing: Covéa Insurance Property Careline, PO Box 824, Halifax HX1 9QT

Please have the following information to hand before **you** telephone Covéa Insurance Property Careline:

- Policy number;
- Home postcode
- Nature of problem
- Police incident number (if you are a victim of theft, malicious damage, vandalism or something is lost or damaged away from the home)
- Approximate cost to replace/repair the item.

We will register the claim from the details **you** provide and tell **you** what to do next.

- 3. If you are a victim of theft, malicious damage, vandalism or something is lost or damaged away from the home, tell the police or issuing authority first and request an incident number. It would be helpful if you have an approximate cost to replace/repair the item(s) you would like to claim for.
- 4. Do not admit fault if you or any member of your family are being held responsible for injury or damage. Send all documents you receive unanswered and without delay to Covéa Insurance, Norman Place, Reading RG1 8DA.

Covéa Insurance exchanges information with other companies through various databases to help **us** check the information provided and also prevent fraudulent claims.

Please also refer to policy conditions as set out on pages 6-7 and policy exceptions as set out on page 8 of the policy booklet and how **we** settle **your** claim under Sections A-D on this page and page 23.

How we settle your claim under Sections A-D

This section details how **we** settle claims under Sections A, B, C and D of **your** policy. (Sections E, F and G have their own details on pages 34, 40 and 46). The most **we** will pay for any one claim is the amount shown on **your** policy **schedule** unless a more specific limit applies.

We will take off the excess from the amount we agree to settle your claim. The excess will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one excess will be deducted.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** policy are stated:

- In the policy conditions which apply to Sections A-D on pages 6-7.
- In the policy exceptions that apply to Sections A-D on page 8.
- Under we will not pay for on pages 9-21.

It is important to ensure that **you** understand the policy conditions and policy exceptions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make.

Section A - Buildings

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

- Immediately before the incident giving rise to the loss or damage.
 - (a) the **buildings** were in a good state of repair and properly maintained:
 - (b) the limit shown on your policy schedule was sufficient to allow for the full cost of rebuilding the buildings in a new condition similar in size, form and style, including the professional fees and additional costs as set in Section A.15.
- 2. The reinstatement or repair is carried out without delay.

If at the time of the loss or damage the sum insured is less than the full cost of rebuilding the **buildings** in a new condition, **we** will pay only part of the value of the claim.

If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

Claims

Sections A-D

continued

The most **we** will pay in respect of each incident of loss or damage is the **buildings** sum insured shown on **your schedule** or in the policy.

We will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

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

Section B - Contents

We will decide whether to settle a claim by either repairing or replacing property or, if we cannot repair or replace the property we will pay for the loss or damage in cash. Where we can offer repair or replacement through our network of suppliers, but we agree to pay you in cash, then payment will not exceed the amount we would have paid to our network of suppliers. If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied.

An amount for wear, tear and depreciation will be deducted:

- (a) for clothing and linen;
- (b) if at the time of the loss or damage the sum insured on contents is not adequate to replace the contents as new after allowing for wear, tear and depreciation for clothing and linen.

The most **we** will pay is the **contents** sum insured or any other limit shown in **your schedule** or in the policy.

The most we will pay for high risk items in total is 33.3% of the contents sum insured unless shown as otherwise on your schedule. The most we will pay for an individual high risk item is 10% of the contents sum insured up to a maximum of £5,000 unless shown as otherwise on your schedule. We will require proof of ownership and value of items over £2,500.

We will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

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

Section C – Personal Possessions

We will decide whether to settle a claim by either repairing or replacing **personal possessions** or, if **we** cannot repair or replace the **personal possessions we** will pay for the loss or damage in

cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

We will require proof of ownership and value of items over £2,500.

An amount for wear, tear and depreciation will be deducted for clothing.

The most **we** will pay in respect of any one claim:

- for any one item, set or pair of unspecified personal possessions is £1,500 unless shown as otherwise on your schedule;
- for any **personal possession** specified individually is the sum insured shown on **your schedule**;
- for loss of property from an unattended road vehicle is £1,000;
- the total limit shown in your schedule.

We will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

We will automatically reinstate the sum insured from the date of payment of any claim for any items not individually specified.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** insurance broker or intermediary.

Section D - Pedal Cycles

We will decide whether to settle a claim by either repairing or replacing the cycle. Alternatively, if we cannot repair or replace the cycle we will pay for the loss or damage in cash. Where we can offer repair or replacement through our network of suppliers, but we agree to pay you in cash, then payment will not exceed the amount we would have paid to our network of suppliers. If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied

The most **we** will pay in respect of any one pedal cycle is the amount shown on **your schedule**.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** insurance broker or intermediary.

Section E - Legal Protection

Your schedule shows if this section applies to your policy.

Cover under this section is arranged by Cigna Legal Protection.

Meaning of Words - Section E

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Sections A-D, F and G have their own Meaning of Words and appear in the relevant section of the policy.

The words set out below have meanings that only apply to this section of the policy.

any one claim

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

appointed representative

The solicitor, **our** Employment Advocacy Service or other suitably qualified person who has been appointed by **us** to act for an **insured person** in accordance with the terms of this section.

costs and expenses

(a) Legal Costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

(b) Opponents' Costs

We will also pay the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

court

A court, tribunal or other competent authority.

equipment

Computers and anything else which contains a microchip.
Computers include hardware, software, data, electronic data
processing equipment, microchips (including integrated circuits) and
micro-controllers, and any other computing and electronic
equipment linked to a computer.

family

Your spouse or domestic partner and children (including adopted and foster children) and any other relatives who normally live with **you** at **your home**.

home

The private dwelling and its garage(s) and permanent outbuildings all at the address shown on **your** schedule and used for domestic purposes only.

insured person

You and any member of **your family.** Anyone claiming under this section must have **your** agreement to claim.

insurer

Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

legal proceedings

The pursuit or defence of legal disputes, excluding non-contentious matters.

limit of indemnity

During any one **period of insurance** the maximum liability of the **insurer** shall not exceed £50,000 for **any one claim** and £250,000 in aggregate.

period of insurance

The period shown in the schedule or any subsequent period for which **you** have paid or have agreed to pay and the **insurer** has accepted or has agreed to accept the premium.

small claims track limit

The current limits set by the **court** for which a claim may be allocated to the small claims track.

territorial limits

For insured incidents, 2. Contract Disputes and 3. Bodily Injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents:

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

we, us or our

Cigna Legal Protection (Cigna), which arranges and administers the insurance on the **insurer's** behalf.

you or your

The person(s) named as the **insured person** in the schedule.

Section E – Legal Protection

continued

We will pay for:	We will not pay for:
This section covers the insured person .	
The insurer will indemnify the insured person up to the limit of indemnity in respect of costs and expenses which arise from legal proceedings that:	
1. are notified to us during the period of insurance; and	
are made by or brought against the insured person within the jurisdiction of a court within the territorial limits;	
in respect of:	
1. Employment Disputes	The insurer will not be liable for any claim brought heard or
the pursuit of any legal proceedings in an Employment Tribunal against the insured person's employer arising from the insured person's contract of employment.	transferred outside the jurisdiction of the Employment Tribunal.
Provided that as soon as you knew about the dispute you took, and followed legal advice from us .	
2. Contract Disputes	
the pursuit or defence of legal proceedings arising from an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person's has entered into for:	 A claim relating to: a contract regarding an insured person's trade, profession, employment or any business venture; construction work on any land, or designing, converting, altering, renovating, extending or demolishing any building where the contract value exceeds £5,000 (including VAT);
(i) the buying or hiring of any goods or services;	
(ii) the selling of any goods	a contract involving a motor vehicle;
Provided that:	• the settlement payable under an insurance policy (we will
• the insured person's has entered into the agreement	negotiate if your insurer refuses your claim, but not for a dispute over the amount of the claim);
or alleged agreement during the period of insurance ;	a dispute arising from any loan, mortgage, pension,
and	investment or borrowing.
• the amount in dispute is more than £100.	
3. Bodily Injury	A claim relating to:
the pursuit of any civil legal proceedings arising from the death of, or bodily injury to, the insured person .	 any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident;
	 defending an insured person's legal rights, but defending a counter-claim is covered.

Section E – Legal Protection

continued

We will pay for:	We will not pay for:
4. Property Protection	(i) A claim relating to:
The pursuit of defence of any dispute arising from:	• a contract entered into by an insured person ;
(a) The alleged infringement by the insured person of the legal rights of another person arising out of the rightful occupation or ownership by the insured person of the insured person's home or	 any building or land other than your principal home; someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on
(b) The infringement by another person of the insured person's legal rights of arising out of the rightful occupation or ownership by the insured person of the insured person's home;	an insured person's material property by any government or public or local authority, unless the claim is for accidental physical damage;
provided that:	 work done by any government or public or local authority, unless the claim is for accidental physical damage;
• the insured person has suffered or could suffer a financial loss if legal proceedings are not pursued or	 a motor vehicle owned or used by, or hired or leased to, an insured person;
defended;	• mining subsidence .
 the insured person agrees to use alternative dispute resolution to attempt to settle any dispute, if we consider it to be appropriate; 	(ii) Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
• the amount in dispute is more than £100.	The first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.

Policy Conditions

Section E - Legal Protection

Your schedule shows if this section applies to your policy.

You must comply with these conditions. They control the operation of the policy cover for Section E.

Sections A-D, F and G have their own Policy Conditions which are detailed on pages 6-7, 38 and 45.

General Conditions

1. Due observance

The due observance of and compliance with the terms, provisions and conditions of this policy, insofar as they relate to anything to be done or complied with by the **insured person**, shall be conditions precedent to any liability of the **insurer** to make any payment hereunder.

2. Reasonable care

The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this insurance.

3. Cancellation

This section remains in force whilst **you** hold sections A and/or B of the Covéa Insurance Home policy. In the event that **you** cease to hold sections A or B, this section will terminate immediately.

4. Arbitration

Any dispute between the **insured person** and the **insurer** in respect of this insurance may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or, failing agreement, one who is nominated by the president of the appropriate law society or by the bar council or appropriate professional body within the **territorial limits**.

All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the **insurer** the **insured person's** costs shall not be recoverable under the policy.

This procedure does not prejudice any right of the **insured person** to have recourse to any other complaints procedure to which the **insurer** subscribes or to the courts.

5. Renewal

If we are willing to continue to provide cover and we advise the insured person beforehand of our renewal terms, the insured person authorises us to renew this policy and any subsequent policy on expiry in accordance with our renewal terms at that time, unless the insured person advises us otherwise before the renewal date.

Claims Settlement Conditions

1. Notification of claims

We must be notified in writing immediately the insured person is aware of any event which has given or may give rise to legal proceedings involving the insured person. We will send a claim form which the insured person must then complete and return as soon as possible enclosing any relevant documents. If the insured person fails to notify us of such an event during the period of insurance any claim arising from that event will not be admitted.

This should be sent to Cigna Legal Protection, First Floor, Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB.

2. Consent Precedent to Insurer's Liability

Our consent to pay **costs and expenses** must be obtained in writing. **Costs and expenses** incurred before such consent is given will not be covered. Consent will be given if the **insured person** can satisfy **us** that:

 there are reasonable prospects of successfully pursuing or defending the legal proceedings;

and

(ii) it is reasonable in all the specific circumstances of the case for costs and expenses to be provided.

In circumstances where **we** have chosen a representative to act on the **insured person's** behalf **we** will pay **costs and expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy.

Where the **insured person** has chosen their own representative any **costs and expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of the **insured person's appointed representative** as well as that of **our** own advisers. **We** may require, at the **insured person's** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted the **insured person's** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If the **insured person** decides to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 2i) and is successful, **we** will pay **costs and expenses** as if **we** had given **our** consent in the first instance.

Legal Protection Helpline 0330 024 2290

Policy Conditions

Section E - Legal Protection

continued

3. Minimising claims or legal proceedings

The **insured person** must take all reasonable measures to minimise the cost of **legal proceedings**.

4. Conduct of Legal Proceedings

(a) Choice of Appointed Representative

- (i) In respect of any claims which, if they were to proceed to a hearing, would be heard in the Employment Tribunal, then: The insured person must use our approved consultant as the appointed representative.
- (ii) In respect of all other claims covered by the policy:

Where Court papers have been issued (or received), or where there is a conflict of interest, the **insured person** is free to choose a suitably qualified **appointed representative**.

In selecting the **appointed representative** the **insured person** shall have a duty to minimise the cost of **legal proceedings**.

We may choose not to accept a representative chosen by the **insured person**. If this occurs **we** will explain why. If there is a disagreement over the choice of representative in these circumstances, the **insured person** may choose another suitably qualified person and submit the name of that person to **us** for consideration.

In all circumstances except those described in 4 (a) (ii) above, \mathbf{we} shall choose a representative to act on the **insured person's** behalf.

If the <code>insured person's</code> choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, <code>we</code> will not pay for this work to be done. <code>We</code> will not pay the <code>insured person's</code> choice of representative more than <code>we</code> would pay <code>our</code> own choice of representative.

Any representative is appointed in the **insured person's** name to act for the **insured person**.

(iii) In the period before we agree that legal proceedings are necessary we reserve the right to seek to obtain a settlement on the insured person's behalf. The settlement will be subject to the insured person's agreement, which the insured person will not unreasonably refuse.

(b) Action we may take

We may take over and continue in the **insured person's** name all legal action in any of the following circumstances:

• if the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the small claims court;

- if the insured person takes legal action against someone or defends a case without our agreement, or in a different way from that advised by the appointed representative;
- if the **insured person** does not give proper instructions to the **appointed representative** or barrister in time;
- if the insured person causes a delay and the appointed representative thinks it will harm the insured person's case.

In these circumstances, **we** may carry out **our** own investigation and try to settle the dispute. The **insured person** must agree to a settlement which is reasonable.

(c) All information to be given to the appointed representative
The insured person must give the appointed representative all
information and assistance required. This must include a complete
and truthful account of the facts of the case and all relevant
documentary or other evidence in the insured person's possession.
The insured person must obtain or execute all documents as
necessary and attend any meetings or conferences when requested.

(d) Access to the appointed representative

We are entitled to obtain from the insured person's appointed representative any information, document or advice, whether or not privileged, relating to a claim under this policy. On our request, the insured person will give any instructions necessary to ensure such access.

(e) Instruction of counsel or appointment of expert witnesses If the **appointed representative** wishes to instruct counsel or appoint expert witnesses, **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

(f) Appeal procedure

If the **insured person** wishes to appeal against a court's decision, **we** will give **our** agreement if all of the following apply:

- the insured person must tell us of the wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- the appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 above.
- this application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal.
- the appeal complies with the requirements of Claims Settlement Condition 2 in the same way as the initial claim for costs and expenses.

Policy Conditions

Section E - Legal Protection

continued

- **we** think the **insured person** has a reasonable chance of winning the appeal and achieving a reasonable outcome.
- the **insured person** must give **us** the reasons for bringing the appeal.

We must agree to support the appeal. If we so require the insured person must co-operate in an appeal against the judgment of a court.

(g) Withdrawal by the insured person

If the **insured person** withdraws from the **legal proceedings** or stops the action without **our** permission, unless the **insured person** has done this on the written advice of the **appointed representative**, the **insured person** must pay all **costs and expenses** arising before the date of the withdrawal or stopping or those which arise because the action is withdrawn or stopped.

(h) Offer of settlement

The **insured person** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received, including a payment into **court**. The **insured person** must not offer to enter or enter into any agreement to settle without **our** prior written consent.

Any such agreement must take into account the **insurer's** interest in the recovery of costs.

If the **insured person** unreasonably withholds agreement to a settlement **we** reserve the right to withdraw **our** support.

(i) Payment of legal expenses

All bills relating to any **legal proceedings** which the **insured person** receives from the **appointed representative** should be forwarded to **us** without delay.

Bills must be certified by the **insured person** to the effect that the charges have been properly incurred and that **we** are authorised to settle on the **insured person's** behalf gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the **insured person** must ask the **appointed representative** to submit the bill of costs for taxation by the **court** or certification by the law society in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of any **costs and expenses** does not imply that all **costs and expenses** will be paid. If the **insured person** is in doubt **we** should be consulted. The **insured person** must not without **our** written consent enter into any agreement with the **appointed representative** as to payment of **costs and expenses**.

(j) Recovery of costs and expenses

The **insured person** through the **appointed representative** shall be responsible for the repayment to the **insurer** of any award of costs in favour of the **insured person** or any costs agreed to be paid to the **insured person** as part of any settlement.

If the **insurer** pays **costs and expenses** up to the policy limit and the **insured person** pays more **costs and expenses** to end the case, the **insured person** will share with the **insurer** any **costs and expenses** that are recovered. The **insurer** and the **insured person** will each receive the same percentage as was paid.

Legal Protection Helpline 0330 024 2290

Policy Exceptions

Section E - Legal Protection

These are the events and liabilities we do not cover under Section E.

- 1. Any claim reported to **us** more than 180 days after the **insured person** should have known about the insured incident.
- **2.** Any incident or matter arising before the start of the cover provided by this section.
- Costs and expenses incurred before we have given our written consent.
- **4.** Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a **court** or other authority.
- Any insured incident intentionally brought about by an insured person.
- **6.** Any legal action an **insured person** takes which **we** or the representative have not agreed to, or where an **insured person** does anything that hinders **us** or the representative.
- **7.** Any claim relating to an **insured person's** alleged dishonesty, fraud, malicious conduct or alleged violent behaviour.
- 8. Any legal proceedings between:
 - (i) you and any members of your family;
 - (ii) any members of your family.
- **9.** Any **legal proceedings** between the **insured person** and the **insured person's** spouse, partner or former spouse or partner including any dispute relating to the custody of children.
- Any legal proceedings brought or transferred outside the territorial limits.
- 11. Any legal proceedings where a reasonable estimate of any costs and expenses to be paid would exceed a realistic valuation of the insured person's claim.
- 12. Any matter arising from, or relating to any business or trading activity or venture for gain undertaken by the insured person including but not limited to any personal guarantee (whether for gain or not) or investment in unlisted companies. Notwithstanding the provisions of this exclusion the insurer will indemnify the insured person in respect of costs and expenses incurred in the pursuit of legal proceedings arising from the insured person's contract of employment subject other wise to the terms and conditions of this policy.
- **13.** A claim relating to written or verbal remarks which damage an **insured person's** reputation.

- 14. The defence of any legal proceedings arising from or relating to the insured person's liability in their capacity as a director or officer of any company.
- **15.** Any **legal proceedings** where the **insured person** is indemnified by or entitled to be indemnified by:
 - (i) any other insurance policy; or
 - (ii) any policy which the insured person is required to hold by law.
- **16.** A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- **17.** Notwithstanding Policy conditions 4 Arbitration a dispute with Covea Insurance plc, **us** or the **insurer** unless the dispute falls.
- 18. Apart from us, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interests.
- 19. An application for judicial review.
- **20.** Any **costs or expenses** arising directly or indirectly from:
 - equipment failing correctly to recognise data representing year 2000 or any other date in such a way that is does not work properly or at all;
 - (ii) computer viruses, including any program or software which prevents any operation system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.

Section E - Legal Protection

Law Applicable to the Contract

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by the policyholder and agreed by **us**, the law applying to this insurance contract will be the Law of England & Wales.

Registration and Regulatory Information

This insurance cover is administered by Cigna Legal Protection, which is a trading style of Cigna Insurance Services (Europe) Limited, and underwritten by Great Lakes Reinsurance (UK) PLC.

Cigna Insurance Services (Europe) Limited is registered in England and Wales No. 4617110. Registered office at First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462. Registered office at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority.

Its Firm Reference Number is 310671.

Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Its Firm Reference Number is 202715.

You can check a firm's regulatory authorisation and supervision on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

FSCS Information

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies.

Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling 0207 892 7300.

Complaints Procedure

As a customer of Cigna, **you** have the right to expect the best possible service and support. If **we** have not delivered the service that **you** expect or **you** are concerned with the service provided, **we** would like the opportunity to put things right.

Our complaints process

In **our** experience many problems can be resolved by speaking to the staff directly responsible for the handling of **your** policy or claim. They will do their best to address the problem and in **our** experience most issues can be resolved satisfactorily at this stage.

When you contact us we promise to;

- fully investigate your complaint
- keep **you** informed of progress
- do everything possible to resolve **your** complaint
- learn from our mistakes
- use the information from your complaint to proactively improve our service in the future.

If **your** complaint is not resolved or if **you** are unhappy with **our** response, then **you** can progress your complaint with **our** Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by **us** issuing a final response letter. **We** will issue **our** final response within eight weeks of **your** original complaint. If it is not possible to issue **our** response within this timescale **we** will write to **you** explaining why.

Customer Relations Office

Cigna Legal Protection First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB Telephone: 0330 100 9513 Fax: 0330 100 9514

Email: corporate.info@cignainsurance.co.uk

What to do if you are still not satisfied

If you are still not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Financial Ombudsman Service

(Insurance Division)
Exchange Tower, Harbour Exchange Square
London E14 9SR
Telephone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Section E - Legal Protection

continued

Your rights

We must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Data Protection Notice – How we protect your personal data Introduction

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products and/or services it is highly likely that **we** will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person covered under **your** insurance policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

The Data Controller

The Data Controller will be Cigna Insurance Services (Europe) Limited.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** (which may include other companies within the Cigna Group) or **our** agents. **Your** personal & sensitive data may also be shared with the underwriter of **our** insurance products.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **our** behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

If **you** believe that we are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will be happy to correct any errors.

Telephone calls

Please note that for **our** mutual protection telephone calls to Cigna may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
 - Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

Customer Satisfaction Surveys

We aim to continuously improve the services we offer to our customers. Occasionally we carry out customer satisfaction surveys which may be for our own benefit or for more general interest, and we may need to collect further information about you in connection with them. Surveys will usually be carried out by Cigna but in some circumstances we will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

Section E – Legal Protection

continued

Marketing

We would like to keep **you** informed (by telephone, post or email) of selected products and services available from **us** and **our** carefully chosen suppliers. If **you** would prefer not to receive this information, please let **us** know when **you** call or write.

Legal Protection Helpline 0330 024 2290

Claims

Section E - Legal Protection

How to make a claim under Section E – Legal Protection

To make a claim under this section **you** must:

- **1.** Immediately telephone Cigna on 0330 024 2290 and provide them with **your** scheme reference code 70526.
- **2.** Cigna may send **you** a Claims Form for completion. This should be returned with any relevant supporting documentation to:

Cigna Legal Protection, First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

Email: personal.claims@cignainsurance.co.uk

3. On receipt of the Claims Form Cigna will contact **you** and inform **you** of the next steps to take.

NB: Cigna will not pay any legal costs which have been incurred without their consent. Cigna will nominate a representative on **your** behalf.

Section F - Home Emergency

Your schedule shows if this Section applies to your Policy.

Registration and Regulatory Information

Cover under this section is managed by AXA Assistance (UK) Ltd and underwritten by Inter Partner Assistance S.A. ('IPA').

AXA Assistance (UK) Ltd is registered in England and Wales No. 02638890. Registered office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Inter Partner Assistance S.A. ('IPA') is located at The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority. Its Firm Reference Number is 439069.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance S.A. ('IPA') which is a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. In the UK, IPA is listed on the Financial Services Register under Firm Reference Number 202664.

You can check a firm's regulatory authorisation and supervision on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Ltd manage the services and benefits described in this section of the policy during the period of insurance for which **you** have paid the premium.

Meaning of Words - Section F

The words set out below have meanings that only apply to this section of the policy.

Section A-D, E and G have their own meaning of words and appear in the relevant section of the policy.

approved contractor

A tradesperson authorised in advance by **AXA Assistance (UK) Ltd** to carry out repairs.

emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

1. exposes the **insured** or a third party to a risk to their health; or

- creates a risk of loss of or damage to the property and/or any of your belongings; or
- 3. renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the **essential services** to the **property**.

emergency repairs

Work undertaken by an **approved contractor** to resolve the **emergency** by completing a **temporary repair**.

essential services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

AXA Assistance (UK) Ltd

AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

insured, you or your

The policyholder and/or any member of the policyholder's family normally living at the **property**.

IPA, we, us and our

Inter Partner Assistance SA, which is a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Insurance Group, located at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

period of insurance

From the commencement date for the period for which the premium has been paid.

permanent repair

Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

property

Your principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

temporary repair

The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

Section F – Home Emergency

continued

Your schedule shows if this section applies to your policy.

We will pay for:	We will not pay for:
The following Emergency incidents: plumbing problems related to leaking pipes, blocked drains or leaking radiators;	 any leaking or dripping tap that requires re-washering or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
drains or leaking radiators; blockages in toilet waste pipes; sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather; broken or damaged door locks presenting a security risk to the property or preventing you from gaining access to the property; gas or electricity failure within the property; central heating or boiler failure; hot water failure. Domestic Emergency If you suffer an emergency at your property you should tell us on the emergency telephone number 0330 024 2295. We will then: (a) advise you how to protect yourself and the property immediately; (b) organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an emergency repair or, if at a similar expense, a permanent repair.	 burst or leaking flexible hoses which can be isolated or leaking washing appliances; external water supply pipes; failure of the boiler or the heating occurring in the months of May to August inclusive; failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months. You may be asked to produce evidence of this at the time of making a claim; boilers over 15 years old; replacement of light bulbs and fuses in plugs; descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation; breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment; damage to boundary walls, hedges, fences or gates; LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kw/hr; electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems; septic tanks.

Customer Information

Section F – Home Emergency

Cancellation Rights

- If this cover does not meet your requirements, please return all your documents within 14 days of receipt and providing no claims have been made we will refund your premium in full.
- 2. We may cancel this section of the policy by giving you at least 7 days' notice at your last known address. If we cancel the policy, we will refund the premium paid for the remainder of the current period of insurance, unless a claim has been made. We reserve the right to refuse renewal of any individual cover.

Parts Availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

A Promise of Service

We wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction.

Complaints Procedure

If \mathbf{you} have a complaint, please write to:

Customer Relations Manager **AXA Assistance (UK) Ltd**

The Quadrangle 106-118 Station Road Redhill Surrey

RH1 1PR

Telephone: 01737 815913

Email: homeemergencycomplaints@axa-assistance.co.uk

If your complaint relates to the service you experienced as a result of a claim and you feel that the matter has not been resolved satisfactorily, you should write to the Managing Director of AXA Assistance (UK) Ltd at the above address. In the unlikely event that you are not satisfied with the response from AXA Assistance (UK) Ltd, you can ask us for details of FOS, the Financial Ombudsman Service.

The existence of these procedures does not affect **your** right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either **AXA Assistance (UK) Ltd** or on www.fscs.org.uk

Home Emergency Helpline 0330 024 2295

Policy Conditions

Section F - Home Emergency

These conditions control the operation of the policy cover for Section F.

- 1. No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24-hour claims services telephone number provided and have authorised an **approved contractor** in advance.
- You must quote your policy number when calling for help. You must produce the relevant identification on the demand of the approved contractor or our other nominated agent.
- **3.** If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
- 4. This insurance does not cover normal day to day maintenance at your property that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency.
- **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.** This certificate is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

Policy Exceptions

Section F - Home Emergency

These are the events and liabilities we do not cover under Section F.

- Loss or damage arising from circumstances known to you prior to the start date of this insurance.
- **2.** The cost of replacement parts due to natural wear and tear or any loss or damage arising there from.
- **3**. Loss or damage, however caused, to personal items like paintings, electrical goods, jewellery, clothing etc.
- 4. 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.
- Any cost relating to the attempted repair by you or your own contractor.
- **6.** 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.
- **7.** Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.

- **8.** Any loss arising from **subsidence** caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
- 9. Any loss or damage arising as a consequence of:
 - (i) war, invasion, act of foreign enemies, terrorism, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbances;
 - (ii) 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.
- 10. 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.

Claims

Section F – Home Emergency

Emergency Helpline 0330 024 2295

How to make a claim under Section F – Home Emergency

This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements **your** household insurance policies, providing benefits and services which are not normally available under such policies.

To obtain **emergency** assistance contact the 24-hour **Emergency** Helpline on: **0330 024 2295**

You should have the following information available upon request:

- your home postcode
- your policy number
- an indication as to the nature of the problem.

How your claim is settled under Section F – Home Emergency

If **you** require assistance in sourcing a tradesman in relation to a matter that is not covered by this insurance, **we** will try to help **you**. **You** will, however, be responsible for paying all of the tradesman's costs.

Data Protection

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

Section G - Pest Cover

Your schedule shows if this Section applies to your policy.

Registration and Regulatory Information

Cover under this section is managed by AXA Assistance (UK) Ltd and underwritten by Inter Partner Assistance S.A. ('IPA').

AXA Assistance (UK) Ltd is registered in England and Wales No. 02638890. Registered office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Inter Partner Assistance S.A. is located at The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority. Its Firm Reference Number is 439069.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance S.A. ('IPA') which is a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. In the UK, IPA is listed on the Financial Services Register under Firm Reference Number 202664.

You can check this by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Definitions

Wherever the following words or expressions appear in bold type, they have the meaning given to them below.

Sections A-D, E and F have their own meanings of words (Definitions) and appear in the relevant section of the policy.

contractor

A qualified person approved and instructed by us to carry out work for **you**.

contractor's charges

The cost of the **contractor's** call-out charge, labour charges, parts and materials in repairing, rectifying, limiting or preventing damage to the **home**.

emergency or emergencies

A sudden and unforeseen infestation of **your home** by **pests** that if not dealt with quickly will:

- (a) cause risk to your health and/or damage to your home;
- (b) make the home uninhabitable;

(c) in respect of clothes moths, cause further damage to the contents of the home.

The **emergency** must happen at least 14 days after the start of the **first period of insurance**.

The **insurer** will treat all **emergencies** linked by cause or time as one **emergency**.

first period of insurance

The first period of this insurance which has remained continuously in force.

geographical limits

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

helpline

The helpline operated by us.

home

Your principal private residence within the **geographical limits**, including cellars and adjoining outbuildings. Where the **emergency** relates to wasps' and hornets' nests, gardens are included.

insurer

Inter Partner Assistance SA.

limit of cover

The maximum amount the **insurer** will pay in respect of any one claim arising from an **emergency** is £150.

period of insurance

12 calendar months from the start date set out in **your** schedule.

pest(s)

- (a) wasps' and/or hornets' nests;
- (b) rats;
- (c) mice;
- (d) clothes moths.

we, us or our

AXA Assistance (UK) Ltd, acting on behalf of the **insurer** to manage this insurance.

you or your

The policyholder named in the schedule.

Section G – Pest Cover continued

Your schedule shows if this section applies to your policy.

Wa will may fam	Wa will not now form
We will pay for:	We will not pay for:
The insurer will pay the contractor's charges up to the limit of cover in dealing with the professional extermination and/or control of pests in the event of an emergency.	The insurer will not pay for claims arising directly or indirectly from or relating to:
	(a) an event which is not an emergency ;
	(b) any decorative or cosmetic part of any equipment;
	(c) your own negligence or deliberate act;
	(d) food, drinks, telephone calls or other incidental expenses;
	(e) the home being left unoccupied for 30 consecutive days or more;
	(f) the interruption or disconnection of utility services to the home, however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks;
	(g) loss or damage to any property as a consequence of a claim;
	(h) malfunction to any computer software or operating systems;
	(i) charges which are more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim;
	(j) charges arising from your failure to comply with a reasonable request from us or our agent, concerning the assistance being provided to you;
	(k) where at or before the start of the first period of insurance in our reasonable opinion you were aware that a claim was likely to be made;
	 (I) your failure to follow recommendations made by us or by the contractor on pest prevention and hygiene measures;
	(m) charges we have not approved or authorised as to amount and purposes;
	(n) call-out charges if there is no-one at the home when the contractor arrives;
	(o) charges where we have not been notified promptly of the emergency prior to expenses being incurred and the insurer has incurred extra expense as a result of your failure;
	(p) charges where having contacted us you arrange for work to be carried out by other means;
	(q) fraud or where false information has been provided to us;
	 (r) ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

Section G – Pest Cover continued

Your schedule shows if this section applies to your policy.

Tour serieure shows in and section applies to your politey.		
We will pay for:	We will not pay for:	
	(s) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component;	
	(t) war, terrorism, piracy, riot, revolution or other similar event;	
	(u) any software, stored program, computer, device or system failing (or partly failing) because of a date-based event;	
	(v) confiscation, nationalisation, compulsory purchase, requisition, destruction of or controls placed on or damage to property by or under the order of any government or public or local authority;	
	(w) pollution or contamination of any kind.	

Customer Information

Section G - Pest Cover

Customer Satisfaction

It is always **our** intention to provide **you** with a first class standard of service.

If however **you** are not satisfied with any part of the service **you** have received, then please address **your** concerns to:

Customer Relations Manager AXA Assistance (UK) Ltd The Quadrangle 106-118 Station Road Redhill Surrey RH1 1PR

Telephone: 01737 815913

Email: homeemergencycomplaints@axa-assistance.co.uk

Should **you** remain dissatisfied with the outcome, **you** can refer the complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR Telephone: 0800 023 4567

This procedure will not prejudice **your** legal rights.

Policy Conditions

Section G - Pest Cover

Conditions that apply to this Section of the Policy.

These conditions control the operation of the policy cover for Section G.

1. Your Duties

You must:

- (a) take reasonable care of and maintain the home and its equipment in good order and take all reasonable steps to prevent loss or damage;
- **(b)** notify **us** promptly of any change in details of the **home**;
- (c) co-operate with **us** at all times and provide us with all information that **we** request from **you**.

The **insurer** may take proceedings at its own expense in **your** name to recover any money paid under this insurance.

If **you** fail to comply with these conditions, the **insurer** may refuse to pay any claim or part of a claim arising as a result of **your** failure.

2. Premium

The policyholder named in the schedule must have paid the relevant premium and have been declared to **us** as having done so.

3 Waive

If **we** or the **insurer** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

4. Transferring your Rights

You cannot transfer **your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

5. Cancellation

You or the **insurer** can cancel this policy by giving 14 days' notice in writing to the other. If **we** cancel, **you** may be entitled to a pro rata refund of the premium, so long as **you** have not made a claim.

6. Notices

We may send notices and letters on behalf of the **insurer** to the address set out in the policy schedule. **Our** address is set out in the Customer Satisfaction section on the previous page and notices and letters will be accepted on behalf of the **insurer** at that address.

7. Disputes

Either **you** or **we** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **we** cannot agree on an arbitrator, the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the costs of the arbitration, the **insurer** will not pay these under this policy.

8. The Law that Applies

You and the **insurer** can choose the law that applies to this policy. The **insurer** proposes that English Law applies. Unless **you** and the **insurer** agree otherwise, English Law will apply to this policy.

Claims

Section G - Pest Cover

Emergency Helpline 0330 024 2298

How to make a claim under Section G – Pest Cover

Telephone the **helpline** on **0330 024 2298** quoting reference Covéa Insurance Pest Cover and provide details of the problem. To ensure an accurate record, **your** telephone conversation will be recorded.

All requests for assistance must be made to the helpline and not to the **contractor** direct, otherwise the claim will not be covered.

The **helpline** will discuss with **you** the assistance **you** require and obtain a suitable **contractor**, provided that the work is not prevented by any of the following:

- (a) adverse weather conditions;
- (b) industrial disputes (official or otherwise);
- (c) failure of the public transport system, including the road and railway networks and repairs to them; or
- (d) other circumstances preventing access to the **home** or making it impractical to carry out the necessary work.

How your claim is settled for Section G – Pest Cover

The **helpline** and the **contractor** will have reasonable discretion as to when and how work is undertaken.

An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services.

If **you** have followed the correct claims procedure above, the **contractor** will charge the cost of all work covered by this insurance directly to **us**.

Covéa Insurance

Norman Place Reading RG1 8DA Telephone: 0330 221 0444 Fax: 0118 955 2211

www.coveainsurance.co.uk

Covea Insurance plc
Registered Office: Norman Place, Reading, Berkshire RG1 8DA
Registered in England and Wales No. 613259
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority No. 202277



