

DEBENHAMS

PERSONAL  
finance

# Home INSURANCE





## Priority Phone Lines

Claims:  
**0845 218 2688**

Customer Services:  
**0845 218 2689**

Renewing your Policy:  
**0845 221 8763**

Legal helpline:  
**0870 737 5600**

Lost Keys:  
**0845 303 0550**

### Write to us at:

Debenhams Home Insurance, Phoenix Court, Jacobs  
Well Lane, Wakefield, West Yorkshire, WF1 3NT

**Web:** <http://finance.debenhams.com/insurance/>

**Email:** [debenhamshomeinsurance@heathlambert.com](mailto:debenhamshomeinsurance@heathlambert.com)

**Fax:** 01924 366813

## What's special about Debenhams Home Insurance?



We are open during the following hours:

**Service and Renewals:**

**Monday to Friday - 8.00am to 8.30pm**

**Saturday - 9.00am to 6.00pm**

**Sales:**

**Monday to Friday - 8.00am to 8.30pm**

**Saturday - 9.00am to 6.00pm**



We offer very competitive premiums using a panel of leading insurers.



We offer flexible payment options and accept Credit Cards, Debit Cards and Monthly payments by Direct Debit.



We don't make a fuss if you need to make a claim.  
We have:

**Minimum form filling**

**Emergency helplines**

**Recommended repairers**



We ensure you have a quality policy by including extra services such as:

**Household legal expenses**

**'Key Care'**

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# Welcome to your home insurance policy

This policy is a contract of insurance between **you** and **the insurer** shown on the **schedule**. In return for payment of the premium, **the insurer** will provide insurance in accordance with the policy cover shown on the **schedule**, in respect of liability, loss or damage occurring during the **period of insurance**.

The information shown on the **statement**, whether provided verbally, on an internet site or in writing, by **you** or anyone acting on **your** behalf, and the declaration which **you** have made, have been relied upon by **the insurer** entering into this contract. (See 'Important note - the **statement**' opposite).

This policy booklet, the **statement**, the **schedule** and any **endorsement** should be read together and form the contract of insurance.

Where the policy is underwritten by certain underwriters at Lloyd's, then it will be placed with them by means of a binding authority agreement.

If, after reading these documents, **you** have any questions, please contact **our** Customer Services department (refer to Priority Phone Lines on the inside cover of this booklet).

Signed on behalf of **the insurer**

A handwritten signature in black ink, appearing to read 'PD Smith', written over a horizontal line.

PD Smith  
Managing Director, Heath Lambert Insurance Services

## Important note – the **statement**

The **statement** containing information, whether provided verbally, on an internet site or in writing, by **you** or anyone acting on **your** behalf, upon which **your** premium was calculated, is the basis of **your** contract with **the insurer**. **Your** attention is drawn to the importance of the accuracy of the information supplied on the **statement**. If **you** agree that the information is correct, please sign and date the **statement** and retain with **your** policy booklet.

If any information supplied is incorrect or missing, please call **our** Customer Services department but no later than 7 days after receipt, so that a revised **statement** may be issued. The revised information may result in a change to the premium quoted and/or the terms that apply to the policy. Any difference to the premium quoted will need to be paid for cover to continue.

*If it is subsequently found that the information given on the **statement** is incorrect, then this may result in any claim under the policy being refused and the policy deemed never to have been of any effect.*

## Making a claim

If **you** wish to make a claim on **your** home insurance policy, all **you** need to do is call **our** 24-hour claims line (refer to Priority Phone Lines on the inside cover of this booklet). We'll take all the details over the phone and tell **you** what **you** need to do next.

### Legal advice helpline

If **you** need any advice on a legal matter then call 01603 420033 quoting the reference 'Heath Lambert FamilyPlus'. **You** are covered up to £50,000 for the following:

- claims arising from personal injury or death.
- contract of employment claims.
- consumer disputes.
- claims relating to damage to **your home**.

See pages 44 to 50 for further details regarding this cover.

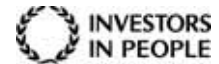
## Our service commitment to you

To ensure that **our** service is consistently the best possible, **we** constantly review and enhance **our** quality system, procedures and the training needs and requirements of **our** people. **We** also monitor all **our** suppliers, making sure that the services on which **we** depend to fulfil **our** promise to all **our** customers can be delivered. All **our** customers are highly valued and **we** will do **our** utmost to ensure complete satisfaction.

**Our** commitment to quality means that **we** operate a defined quality system to minimise any failing in customer care and, in addition, **we** are recognised as an Investor in People, doing **our** utmost to ensure that **our** staff are as fully developed and highly trained as possible.

As a result, **we** are confident **you** will enjoy a truly first class service.

**Your** policy is administered by Heath Lambert Insurance Services which is a trading name of Heath Lambert Limited (HLL). HLL is authorised and regulated by the Financial Services Authority. **You** can check this on the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling 0845 606 1234.



# Complaints procedure

**We** take care to provide the highest standards of service. However, should **you** wish to complain **you** can do this by calling **our** Customer Relations department on 01924 207097, or by writing to **us** at Phoenix Court, Jacobs Well Lane, Wakefield WF1 3NT.

- **Your** complaint will be acknowledged within 5 business days.
- **We** aim to resolve complaints within 20 business days.

Once an assessment and full investigation of **your** concerns has been made, **we** will respond with a decision.

Most complaints can be resolved quickly, but occasionally more detailed enquiries may be required. If this is likely **we** will contact **you** with an update and give **you** an expected date of response.

If **you** remain unhappy with the decision **you** can follow the complaint routes indicated below and write to:

The Chief Executive of **your** insurance company at the registered office address shown on **your schedule**,

or if **your schedule** shows “at Lloyd’s” **you** should write to the following address:

Policyholder & Market Assistance, Lloyd’s, One Lime Street, London EC3M 7HA

If **you** are still dissatisfied with the decision **you** may contact:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Their telephone number is 0845 080 1800.

The Financial Ombudsman Service will tell **you** whether they can consider **your** complaint. **You** may be entitled to compensation. The Financial Ombudsman Service will only consider **your** complaint once **you** have a final decision from **us**.

However, please ensure that, in the first instance, **you** advise **us** of any issues **you** may have.

Following the complaints procedure does not affect **your** right to take legal action.

## Financial Services Compensation Scheme (FSCS)

**Your** Insurers are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **your** Insurers are unable to meet **their** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit.

For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

# Introduction

This document sets out the conditions of the contract of insurance between **you** and **the insurer** shown in **your schedule**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included. **Your schedule** shows the sections included.
- **you** understand what each section covers and does not cover.

## Definitions

**Where the following words appear in bold in this insurance contract, they will have the same meanings as shown below.**

### Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

### Bodily injury

Includes death or disease.

### Buildings

- the **home** and its decorations.
- fixtures and fittings attached to the **home**.
- tennis courts, swimming pools or covers, drives, patios and terraces, walls, gates and fences and fixed fuel tanks.

within the boundaries of the **home** which **you** own or for which **you** are legally responsible.

- **you** understand **your** own duties under each section and under the insurance contract as a whole.

For the contract to be valid, all the information **you** have given **us** as part of **your** application must be true and complete to the best of **your** knowledge and belief. If it is subsequently found that the information given on the **statement** is incorrect, then this may result in any claim under the policy being refused and the policy deemed never to have been of any effect.

### Business equipment

Computers, printers, scanners and their accessories, furniture, photocopiers, fax machines and phone equipment in the **home** (other than equipment belonging to **your** employer).

### This definition does not include:

- stock or materials held for business or trade purposes.

### Contents

Household goods, **valuables** and **personal belongings**, within the **home**, which are **your** property or which **you** are legally responsible for. **Contents** includes:

- tenant's fixtures and fittings.
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**.
- **money** up to £350 in total.
- deeds and personal documents up to £500 in total.

## Contents (continued)

- stamps or coins forming part of a collection up to £1,000 in total.
- **valuables** up to 35% of the sum insured for **contents**, 10% of the sum insured for any one item, unless specified.
- pedal cycles up to £250 in total.
- **business equipment** up to £3,000.

### This definition does not include:

- mechanically propelled or assisted vehicles (other than domestic garden machinery), caravans, trailers (including trailer tents) or watercraft or their accessories or parts.
- any living creature.
- any part of the **buildings**.
- any property held or used for business purposes, (other than **business equipment**) unless specified in the **schedule**.
- any property insured under any other insurance.
- landlords fixtures and fittings.
- lottery tickets and raffle tickets.

## Credit cards

**Credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards. All held for private and domestic purpose.

## Endorsement

A change in the terms and conditions of this insurance.

## Excess

The amount, payable by **you** as the first part of every claim.

## Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the risk address shown in the **schedule**, which **you** are legally responsible for.

## Money

- current legal tender, postal and money orders.
  - postage stamps not forming part of a stamp collection.
  - savings stamps and savings certificates, travellers' cheques.
  - premium bonds, luncheon vouchers and gift tokens.
- all held for private or domestic purposes.

### This definition does not include:

- lottery tickets and raffle tickets.

## Period of insurance

The duration of this policy as shown in the **schedule**.

## Personal belongings

Luggage, clothing, sports, musical, camping, photographic equipment and other items which **you** normally wear, or carry with **you**. All items must belong to **you** or be **your** legal responsibility.

### This definition does not include:

- tools or instruments used or held for business, profession or trade purposes.
- **valuables**.
- **money** and **credit cards**.
- contact or corneal lenses, hearing aids.
- mobile or portable phones or pagers unless specified in the **schedule**.
- pedal cycles.
- any property insured under any other insurance.
- mechanically propelled or assisted vehicles (other than domestic garden machinery), caravans, trailers (including trailer tents) or watercraft or their accessories or parts.

**Sanitary ware**

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

**Schedule**

The **schedule** is part of this insurance contract and contains details of **you**, the **home**, the sums insured, the **period of insurance**, the policy sections included and any **endorsement(s)** which apply.

**Statement**

The **statement** containing information, whether provided verbally, on an internet site or in writing, by **you** or anyone acting on **your** behalf, upon which **your** premium was calculated, is the basis of **your** contact with **the insurer**.

**Standard construction**

The **home** which is constructed of brick or stone with a tile or slate roof.

**The insurer/their/they**

**The insurer** shown on **your schedule**.

**Unfurnished**

When the **home** is not suitably furnished for **you** (and/or permanent occupants) to live in.

**United Kingdom**

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

**Unoccupied**

When the **home** has not been lived in by **you** or someone who has **your** permission to live in the **home** for more than 60 consecutive days in any one **period of insurance**.

**Valuables**

Stamp, coin or medal collections, antiques, collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs which belong to **you** or are **your** legal responsibility.

**We/us/our**

Heath Lambert Insurance Services.

**You/your/insured**

The person or persons named in the **schedule** and all members of their family who permanently live in the **home** including any domestic staff.

# General conditions

## Applicable to the whole of this insurance (other than FamilyPlus legal expenses).

**You** must comply with the following conditions (**Your duties**) or **we** or **the insurer** may, at **our** or **their** option, cancel the policy, refuse to deal with **your** claim or reduce any claim payment.

### Your duties

1. **You** must take all reasonable steps to prevent loss, damage or accident and keep the **buildings** in a good state of repair.
2. **You** must tell **us** as soon as is reasonably possible if **you**:
  - stop using the **home** as **your** permanent private residence.
  - let the property, or part of it, or change the person renting the property, or part of it.
  - regularly leave the **home** unattended by day or by night, or leave the property **unoccupied** for more than 60 consecutive days.
  - change any information given to **us** at the time of quotation.

When **you** tell **us**, **the insurer** has the option to change the conditions of this insurance (Refer also to [General condition 11](#)).

3. **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice, **the insurer** has the option to change the conditions of this insurance.

**If you fail to comply with any of the above duties, this insurance may become invalid.**

4. The parties to this contract are free to choose the law that will apply to it. Unless specifically agreed in writing to the contrary by **the insurer**, this insurance shall be subject to English Law.
5. The language used in the policy and in any communications relating to it, will be in English.
6. The sums insured declared by **you** should represent the full cost of rebuilding the **buildings**, and should take into account debris removal, demolition, architects and surveyor's fees or the full value of replacing the **contents** as new (except for clothing, linen, camping equipment and pedal cycles where an amount should be deducted for wear and tear). The most **the insurer** will pay is the sum insured shown on the **schedule**.

If the cost of rebuilding the **buildings** or replacing the **contents** exceeds the sum insured stated in the **schedule**, **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the rebuilding or replacement costs, **the insurer** will only pay one-third of the claim.

7. The sums insured will be index linked. This means that the sum insured for **buildings** will be adjusted, in line with changes in the House Rebuilding Costs Index, produced by the Royal Institution of Chartered Surveyors or any other index **the insurer** decides. The sum insured for **contents** will be adjusted in line with the changes in the Consumer Durables section of the Consumer Price Index compiled by the Office of National Statistics or any other index that **the insurer** decides.

If **you** make a claim, index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be completed as soon as is reasonably possible.

7. (continued)  
**The insurer** will not make a charge for index-linking during the **period of insurance**. Each time **your** insurance is renewed, **we** will calculate a new premium for the adjusted sum insured.
8. Contracts (Rights of Third Parties) Act 1999. This contract does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this contract. **We** or **the insurer** may change any part of the contract without obtaining anyone else's permission and **we** will advise **you** if doing so.
9. Several Liability Notice. The subscribing insurers obligations, under contracts of insurance, are several and not joint and are limited solely to the extent of **their** subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who, for any reason, does not satisfy all or part of its obligations.
10. When **your** policy is due for renewal **we** may offer to renew it for **you** automatically, to ensure that **your** cover is uninterrupted, and to save **you** having to remember to contact **us** before the policy expires. If **we** offer to do this, **we** will write to **you** before **your** policy expires, with full details of **your** next renewal premium and policy conditions. As part of this process, **we** will search from **our** extensive panel of insurers to find **you** the best price available and **we** may offer to move **you** to a new insurer.
11. **You** must tell **us** immediately about changes that affect **your** policy and which have occurred since this policy started or was last renewed. If **you** are not sure if they may affect **your** policy then **you** should contact **our** Customer Services department for assistance. If **you** fail to inform **us** about any changes then **your** policy may not provide adequate cover. If **you** make an alteration to this policy **we** will notify **you** of any changes to terms, conditions or any change in premium and an administration fee will apply. **You** must pay the additional premium for cover to continue.

## General exclusions

### Applicable to the whole of this insurance (other than FamilyPlus legal expenses)

This insurance does not cover **you** for direct or indirect loss of or damage to any property, or any legal liability, caused by or contributed to, or arising from the following:

- any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, fungus, dry or wet rot and costs that arise from the normal use, maintenance and upkeep of **your buildings** and its **contents**.
- radioactive contamination from:
  - ionising radiation, contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel
  - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment
- war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil rebellion, revolution or military or usurped power.
- pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds.
- pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.
- **the insurer** will not cover claims arising from pollution, or contamination which happens as a result of the deliberate releasing of substances, or as a result of leaks other than escape of water or oil from **your** fixed domestic water or heating systems, subject to the terms and conditions of the insurance.

- **the insurer** will not pay for any loss or damage, or legal liability, directly or indirectly arising from mechanical, electrical, electronic or computer breakdowns, failures or breakages and computer viruses.
- loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.
- any reduction in market value of any property following its repair or reinstatement.
- indirect loss of any kind.
- any loss or damage that existed before this policy started.

## Cancellation rights

### Cooling off period

This policy provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. **You** must notify **us** no later than 14 days after the start date of **your** cover or after **you** receive **your** policy documents, which ever is later, should **you** wish to cancel **your** policy in this reflection period. This is subject to certain terms, including a minimum time on risk charge that will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy. **You** must return the **schedule** immediately.

### Cancellation after the cooling off period

**We** or **the insurer** may cancel this policy by writing to **you** at **your** last known address and confirming in **our/their** letter that all cover will end 7 days after the date on the letter. **You** must return the **schedule** to **us** immediately. A refund based on pro-rata rates, less an administration fee, will be payable by **the insurer** for any remaining **period of insurance**.

**You** may cancel this policy by giving **us** written notice and returning the **schedule**. A refund based on **our** short period rates shown below, less an administration fee, will be given for any remaining **period of insurance**. If the amount due when **you** cancel **your** policy is more than the amount **you** have paid, **you** must pay the difference. Any refund due from **the insurer** will be calculated from the date that **we** receive the **schedule**.

A refund will not be allowed if a claim is made during the **period of insurance** or the premium is being paid by monthly instalments.

The following scale shows how the charges are calculated and all cancellations are subject to an administration charge.

Expired period of insurance	Percentage of refund
Up to two months	80%
Three months	70%
Four months	60%
Five months	50%
Six months	40%
Seven months	30%
Eight months	20%
Over eight months	Nil

### Instalments

If **you** choose to pay through **our** monthly instalment scheme and fail to make a payment when due, **we** will consider this to be notice that **you** want to cancel **your** policy. **You** must return the **schedule** to **us** immediately.

Where a claim has been notified, **you** must continue with the instalment payments throughout the remaining **period of insurance** or settle the premium in full.

**We** or **the insurer** may, at **our** or **their** option, deduct any outstanding instalments from any claim settlement.

# Claim conditions applicable to the whole of this insurance

## (Other than FamilyPlus legal expenses)

**You** must comply with the following conditions (**Your duties**) or **we** or **the insurer** may, at **our** or **their** option, cancel the contract, refuse to deal with **your** claim or reduce any claim payment.

### Your duties

In the event of a claim or possible claim under this insurance:

1. **You** must notify **us** as soon as is reasonably possible, giving full details of the circumstances.
2. **You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** or **the insurer** may reasonably require.
3. **You** must pay for any estimates, reports, certificates, plans and specification information that **we** or **the insurer** may require.
4. **You** must immediately forward to **us**, unanswered, any letter, claim, writ, summons or other legal document **you** receive, if a claim for liability is made against **you**.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must inform the police as soon as is reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property and obtain a crime or lost property reference number.
7. **You** must not dispose of any damaged items as **we** or **the insurer** may need to see them.
8. **You** must allow **us**, **the insurer** or an appointed representative to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations, where necessary.
9. In order to substantiate any claim, **you** must provide **us** or **the insurer** with original purchase receipts, invoices, instruction booklets or photographs along with purchase dates of lost or stolen property.

### How we deal with your claim

If **your** claim for loss or damage is covered under Section one Buildings, **we** or **the insurer** will pay the full cost of repair or reinstatement as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage.
- the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form and the damage has been repaired, or the loss reinstated.

**The insurer** will deduct an amount off for wear and tear, from the cost of any reinstatement or repair, if immediately before the loss or damage the **buildings** were not in a good state of repair.

If **you** claim for loss or damage to the **contents**, **we** or **the insurer** will, at **our** or **their** option, repair, replace or pay for any article covered under Section two Contents, Section three Valuables and personal belongings and Section six Pedal cycles and fitted accessories.

For total loss or destruction of any article, **we** or **the insurer** will pay **you** the cost of replacing the article as new as long as:

- the new article is as close as possible to (but not an improvement on) the original article when it was new, or **we** or **the insurer** have authorised the cost of replacement.

Replacing the article as new will not apply to:

- clothing, linen, camping equipment and pedal cycles where **the insurer** will deduct an amount for wear and tear.

**The insurer** will not pay the cost of replacing or repairing any undamaged parts of the **buildings**, **contents**, **valuables** and **personal belongings**, which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### 1. Defence of claims

**We or the insurer** may:

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** or **the insurer** consider necessary, to enforce **your** rights or **their** rights, under this insurance.

### 2. Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **the insurer** will only pay **their** share of the claim.

### 3. Fraudulent claims

If **you** or anyone acting on **your** behalf makes any claim knowing it to be false or fraudulent as regards amount or otherwise, or if any loss or damage is caused by **your** wilful act or with **your** connivance, **we** or **the insurer** will not pay any claims and all cover under the policy will cease.

**We** or **the insurer** may also report the matter to the police.

**The insurer** may, at **their** option, declare the policy void. **The insurer** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date. **The insurer** shall not make any return premium.

# Section one: Buildings

(Your schedule will show you if this cover applies)

What is covered:

Loss or damage to **your buildings**, during the **period of insurance**, caused by the following insured events.

1. Fire, smoke, lightning, explosion or earthquake.
2. Storm or flood.

3. Escape of water or oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation or plumbed in domestic appliance.

**We** will also pay the necessary and reasonable costs that **you** incur in locating the source of the damage. This includes the reinstatement of any walls, floors or ceilings removed or damaged as a result of the search.

4. Water freezing in any fixed domestic water or heating installation.

What is not covered: (Refer also to [General exclusions](#))

The first £50 of every claim, other than events 3 and 8, or as otherwise stated in the **schedule**.

- any gradually operating cause.
- loss or damage caused by subsidence, heave or landslip.
- loss or damage to domestic fixed fuel oil tanks in the open, swimming pools or covers, fences and gates.
- damage caused by frost.
- loss or damage caused by rising ground water levels.
- loss or damage to radio or television aerials.

- the first £250 of every claim or as otherwise stated in the **schedule**.
- loss or damage caused by subsidence, heave or landslip.
- loss or damage to domestic fixed fuel oil tanks in the open and swimming pools or covers.
- loss or damage while the **home** is **unoccupied** or **unfurnished**.
- any gradually operating cause.
- loss or damage by faulty workmanship.
- loss or damage to the installation itself.
- loss or damage caused by failure or lack of sealant and/or grout.

- **we** will not pay more than £1,000 for any one claim.

- loss or damage if **your home** is **unoccupied** or **unfurnished**.
- loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost stat device.
- loss or damage to the installation itself.
- loss or damage caused by faulty workmanship.

What is covered: (continued)

5. Theft or attempted theft.

6. Collision or impact by any vehicle or animal, aircraft and other flying devices or items dropped from them.

7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.

8. Subsidence, heave or landslip of the site upon which the **buildings** stand.

9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.

10. Falling trees, branches, telegraph poles or lamp posts.

What is not covered: (Refer also to [General exclusions](#))

- loss or damage while the **home** is **unoccupied** or **unfurnished**.
- loss or damage while the **home** is lent, let or sublet, unless the loss or damage follows violent and forcible entry.
- loss or damage caused by **you** or **your** guests or tenants.
- loss by deception, unless deception is used only as a way to get into **your home**.

- loss or damage while the **home** is **unoccupied** or **unfurnished**.

- loss or damage while the **home** is **unoccupied** or **unfurnished**.
- loss or damage caused by **you** or **your** guests or tenants.

- the first £1,000 of every claim unless otherwise stated in the **schedule**.
- loss or damage to domestic fixed fuel oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, fences, gates and hedges unless the exterior walls of the **home** are also affected at the same time by the same cause.
- loss or damage to solid floors, unless the walls of the **home** are damaged at the same time by the same cause.
- loss or damage arising from faulty design, specification, workmanship or materials.
- loss or damage, which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
- loss or damage caused by coastal or river erosion.
- loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions.
- loss or damage caused by moving, settling, expanding, shrinking, collapsing, or cracking.

- loss or damage to radio or television aerials, fixed satellite dishes, their fittings and masts.

- loss or damage caused by trees being cut down or cut back, within the boundary of the **buildings**.
- loss or damage to walls, fences and gates.
- the cost of removing trees, branches, telegraph poles or lamp posts unless the **buildings** are damaged at the same time.

## Section one: Buildings also covers:

What is covered:

- a) The cost of **accidental damage** to:
- fixed glass and double glazing (including the cost of replacing frames).
  - solar panels.
  - **sanitary ware**.
  - ceramic hobs.
- all forming part of the **buildings**.

- b) The cost of **accidental damage** to:
- domestic oil pipes.
  - underground water-supply pipes.
  - underground sewers, drains and septic tanks.
  - underground gas pipes.
  - underground cables.
- serving the **home** and which **you** are legally responsible for.

- c) If **you** have to move out of **your home** because of any loss or damage covered by an insured event, **the insurer** will pay **you** up to 10% of the sum insured under Section one Buildings for one of the following expenses or losses **we** or **the insurer** have agreed to:
- rent **you** would have received if **your home** could have been lived in.
  - the cost of reasonable alternative accommodation for the time **you** cannot live in **your home**.
  - an amount equal to the rent which **you** pay while **you** are not living in **your home**.

**The insurer** will only pay under this section for the period **your home** is unfit to live in.

What is not covered: (Refer also to [General exclusions](#))

- damage while the **home** is **unoccupied** or **unfurnished**.

- the cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.

What is covered: (continued)

- d) Expenses **you** have to pay and which **the insurer** has agreed in writing for:
- architects', surveyors', consulting engineers' and legal fees.
  - the cost of removing debris and making safe the **buildings**.
  - costs **you** have to pay in order to comply with any government or local authority requirements.

following loss or damage to the **buildings** under Section one Buildings.

- e) Anyone buying the **home** who will have the benefit of Section one Buildings until the sale is completed or the insurance ends, whichever ever is sooner.

What is not covered: (Refer also to [General exclusions](#))

- any expenses for preparing a claim or an estimate of loss or damage.
- any costs if government or local authority requirements have been served on **you** before the loss or damage.

# Buildings liability

Liability as the owner of **your** present **home**, or a previous **home**.

What is covered:

All amounts which **you** become legally liable to pay, for liability arising out of the ownership of the **buildings** by the person(s) named in the **schedule** during the **period of insurance**. **The insurer** will provide this cover if the accidents result in:

- **bodily injury** to any person other than **you** or **your** domestic staff.
- loss or damage to property which **you** or **your** domestic staff do not own or have legal responsibility for.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable for under this section.

**The insurer** will pay up to £2 million for any one claim or series of claims arising from the same incident. **The insurer** will also pay any costs and expenses **they** have agreed in writing.

What is not covered: (Refer also to [General exclusions](#))

**You** are not covered for liability arising:

- as the occupier of the **home**.
- from any agreement or contract unless **you** would have been legally liable anyway.
- from the ownership or occupation of any land or buildings other than the **home**.
- where **you** are entitled to cover from another source.
- from any trade or business activity.
- from any communicable disease or condition.
- from **you** owning or using any:
  - power-operated lift
  - mechanically-propelled or assisted vehicle (other than domestic garden machinery), caravan, trailer (including trailer tents), or watercraft or their accessories or parts
  - aircraft, hovercraft or watercraft (other than rowing boats or canoes)
  - animals other than **your** domestic pets
  - dangerous dogs specified under the Dangerous Dogs Act 1991
  - species of animal not domesticated in the UK
- liability arising from:
  - the direct or indirect consequences of assault or alleged assault
  - any deliberate or wilful or malicious act

What is covered: (continued)

**The insurer** will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in:

- **bodily injury** to any person other than **you** or **your** domestic staff.
- loss or damage to property.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable for under this section.

**The insurer** will pay up to £2 million for any one claim or series of claims arising from the same incident. **The insurer** will also pay any costs and expenses **they** have agreed in writing.

What is not covered: (Refer also to [General exclusions](#))

**You** are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or **your home** was sold.
- from any cause for which **you** are entitled to cover under another source.
- from the cost of correcting any fault or alleged fault.

# Accidental damage to the buildings

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included, and the appropriate additional premium has been paid.

What is covered:

**Accidental damage** to the **buildings**, during the **period of insurance**.

What is not covered: (Refer also to [General exclusions](#))

- the first £100 of every claim or as otherwise stated in the **schedule**.
- damage or any proportion of damage, which **we** specifically exclude elsewhere under Section one Buildings.
- the **buildings** moving, settling, expanding, shrinking, collapsing or cracking.
- damage while the **home** is being altered, repaired, cleaned, maintained or extended.
- damage while the **home** is lent, let or sublet.
- the cost of general maintenance.
- damage caused by moth, vermin, infestation, corrosion, or any other gradually operating cause.
- damage arising from faulty design, specification, workmanship or materials.
- damage from mechanical or electrical faults or breakdown.
- damage caused by dryness, dampness, extremes of temperature or exposure to light.
- damage to swimming pools or covers, fences, gates and hedges and fuel tanks.
- damage caused by chewing, scratching, tearing or fouling by domestic pets.
- depreciation in value.
- damage while the **home** is **unoccupied** or **unfurnished**.
- any other loss connected to the event **you** are claiming for, unless **we** provide cover under this insurance policy as set out within this policy wording.

## Section two: Contents

(Your schedule will show you if this cover applies)

What is covered:

Loss of or damage to **your contents** whilst in the **home** during the **period of insurance** caused by the following insured events.

1. Fire, smoke, lightning, explosion or earthquake.

2. Storm or flood.

3. Escape of water or oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation or plumbed in domestic appliance.

4. Water freezing in any fixed domestic water or heating installation.

5. Theft or attempted theft.

What is not covered: (Refer also to [General exclusions](#))

The first £50 of every claim, other than event 3, or as otherwise stated in the **schedule**.

- any gradually operating cause.

- loss or damage by frost.
- loss or damage to **contents** in the open.
- loss or damage caused by rising ground water levels.

- the first £250 of every claim or as otherwise stated in the **schedule**.
- loss or damage due to wear and tear or any gradually operating cause.
- loss or damage caused by faulty workmanship.
- loss or damage if **your home** is **unoccupied** or **unfurnished**.
- loss or damage caused by failure or lack of appropriate sealant and/or grout.

- loss or damage if **your home** is **unoccupied** or **unfurnished**.
- loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost stat device.
- loss or damage to the installation itself.
- loss or damage caused by faulty workmanship.

- loss or damage if **your home** is **unoccupied** or **unfurnished**.
- loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry.
- loss or damage caused by **you** or **your** guests or tenants.
- any amount over £1,000 for theft or attempted theft from any domestic outbuilding or garage, unless insured separately under Section three Valuables and personal belongings.
- loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable or irredeemable for any reason.

What is covered: (continued)	What is not covered: (Refer also to <a href="#">General exclusions</a> )
6. Collision or impact by any vehicle or animal, aircraft and other flying devices or items dropped from them.	
7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	<ul style="list-style-type: none"> <li>• loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• loss or damage caused by <b>you</b> or <b>your</b> guests or tenants.</li> </ul>
8. Subsidence, heave or landslip of the site upon which the <b>buildings</b> stand.	<ul style="list-style-type: none"> <li>• loss or damage arising from faulty design, specification, workmanship or materials.</li> <li>• loss or damage whilst the <b>home</b> is undergoing any structural repairs, alterations or extensions.</li> <li>• loss or damage by coastal or river bank erosion.</li> </ul>
9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and mast.	
10. Falling trees, branches, telegraph poles or lampposts.	<ul style="list-style-type: none"> <li>• loss or damage caused by trees being cut down or cut back, within the boundary of the <b>buildings</b>.</li> <li>• the cost of removing trees, branches, telegraph poles or lamp posts, unless the <b>contents</b> are damaged at the same time.</li> </ul>

## Section two: Contents also covers:

What is covered:

- a) **Accidental damage** to:
- televisions and satellite decoders.
  - audio equipment.
  - radios.
  - home computers (not designed to be portable), video cassettes, disc recorders and players all situated within the **home**.

- b) The **contents**, if these are not already insured elsewhere whilst they are temporarily out of the **home** against loss or damage directly caused by:
- (i) events 1-10 under Section two Contents while the **contents** are:
- in any occupied private dwelling.

What is not covered: (Refer also to [General exclusions](#))

- damage caused by chewing, scratching, tearing or fouling by domestic pets.
  - damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling.
  - damage to tapes, records, cassettes, discs, spools or computer software.
  - mechanical or electrical faults, breakdown or loss of magnetism.
  - damage to video cameras or camcorders.
  - damage caused by moth, vermin, infestation, corrosion, or any other gradually operating cause.
  - damage caused by dryness, dampness, extremes of temperature and exposure to light.
  - the cost of remaking any film, disc or tape or the value of any information contained on it.
  - damage or contamination to computers or computer equipment by:
    - erasure or distortion of data
    - accidental erasure or misfiling or misfiling of documents or records
    - computer viruses.
  - damage to items designed and intended to be portable (other than televisions).
  - compensation for **you** not being able to use the computer or it's equipment, following loss, damage or the equipment being confiscated.
  - loss or damage to computer systems records.
- **money**.
- loss or damage to **contents** in a secured storage.
  - theft or attempted theft from any building, unless by forcible and violent entry.
  - loss or damage to **contents** in a mobile home or motor home.

What is covered: (continued)

b) continued

- in any building where **you** are living or working.
- in any building for valuation, cleaning or repair.
- in any bank or safe deposit.

(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new address or to or from any bank, safe deposit or secured storage.

c) If **you** have to move out of **your home** because of any loss or damage covered by an insured event, **the insurer** will pay **you** up to 15% of the sum insured under Section two Contents for one of the following expenses or losses **the insurer** has agreed to:

- rent **you** would have received if **your home** could have been lived in.
- the cost of reasonable alternative accommodation for the time **you** cannot live in **your home**.
- an amount equal to the rent which **you** pay while **you** are not living in **your home**.

**The insurer** will only pay under this section for the period **your home** is unfit to live in.

d) Fatal injury to **you**, happening at the risk address shown in the **schedule**, caused by outward and visible violence by intruders or by fire, provided that death ensues within 12 months of such injury, for the following amounts:

- £10,000 for each insured person aged 16 or over.
- £5,000 for each insured person under 16 years of age at the time of death.

e) Up to £250 for costs **you** have to pay for replacing locks to safes, alarms and outside doors to the **home** following theft or loss of **your** keys.

What is not covered: (Refer also to [General exclusions](#))

What is covered: (continued)

f) Increased metered water charges **you** have to pay, following an escape of water which gives rise to an admitted claim under event 3, Section two Contents.

g) **The insurer** will pay **you** an amount, not exceeding £10 per day, in respect of loss of irrecoverable earnings and additional expenses arising from service as a juror.

h) **The insurer** will pay up to 15% of the sum insured for **contents** that **you** become legally liable to pay under a tenancy agreement for:

- loss or damage caused by events 1-10 of Section two Contents and events a) and b) of Section one Buildings.

**The insurer** will only provide this cover if the loss or damage occurs during the **period of insurance**.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

i) Breakage of mirrors, glass or ceramic tops to furniture and fixed glass in furniture.

j) During 14 days before and 14 days after **your** wedding day, the sum insured on **your contents** will be increased by 10% to cover **your** wedding gifts.

k) During the month in which **you** celebrate a religious festival and also for 7 days before and after **your** birthday or wedding anniversary, the sum insured on **your contents** will be increased by 10% to cover gifts and provisions.

What is not covered: (Refer also to [General exclusions](#))

- more than £750 in any **period of insurance**.

- more than £200.

- loss or damage while the **home** is **unoccupied** or **unfurnished**.

What is covered: (continued)

- l) **Contents** and garden furniture, toys or ornaments in the open but within the boundaries of **your home**, up to £250 for loss or damage caused by event 1, and events 3 to 10 under Section two Contents.

- m) Loss or damage to **contents** in a removal vehicle while being removed by professional removal contractors, from **your home** to a new permanent address in the **United Kingdom**.

The most **the insurer** will pay will be the sum insured on **contents** shown in the **schedule**.

- n) **We** will pay for loss or damage arising within **your home** as a result of any cause listed in numbers 1 - 10 of Section two Contents to replace audio/visual files **you** have bought and stored on **your home** computer that is deemed irretrievably lost and has not been otherwise stored on either pre-recorded or writable media.

In order for a claim to be considered **you** must be able to supply proof of purchase.

What is not covered: (Refer also to [General exclusions](#))

- loss or damage to trees, plants, shrubs or garden produce.
- loss or damage to **money, credit cards, valuables**, pictures, works of art.
- loss or damage to property in or on any motor vehicle or trailer.

- loss or damage to pictures, china, glass, pottery, porcelain or other brittle articles unless they are packed and loaded by professional removal contractors.
- loss or damage to audio, visual and computer equipment unless they are packed and loaded by professional removal contractors.
- loss or damage to **money, credit cards** and **valuables**.
- loss or damage to property in store, except while it is in a locked removal vehicle overnight.

- remaking a film, a tape or a disc.
- rewriting the information contained on **your home** computer.
- any amount over £500 in any **period of insurance**.
- any claim unless proof of purchase can be provided.
- any illegally downloaded files.
- accidental deletion, distortion, mislaying or misfiling of files.
- files downloaded for business or trade purposes.
- audio/visual files which have been backed up.
- data, information or computer programs which have been created by members of **your home**.
- losses caused by computer viruses, mechanical and electrical breakdown or failures.
- loss or damage caused by the computer's failure to recognise the true calendar date.

# Contents liability

This Section applies only if the **contents** are insured under Section two.

What is covered:

## Personal liability

The insurer will pay for all amounts which **you** become legally liable to pay, for accidents not connected with **you** owning or living in **your home** which result in:

- **bodily injury** to any person other than **you** or **your** domestic staff.
- loss or damage to property which **you** or **your** domestic staff do not own or have legal responsibility for.

The insurer will provide this cover for accidents which occur during the **period of insurance**, and which happen in the **United Kingdom**.

If **you** die, the insurer will pay all amounts **your** personal representatives become legally liable for under this section.

The insurer will pay up to £2 million for any claim or series of claims resulting from one incident. The insurer will also pay any costs and expenses **they** have agreed in writing.

## Liability as occupier of your home

The insurer will pay (as occupier and not owner of **your home**) all amounts which **you** become legally liable to pay, for incidents happening in and around **your home** which result in:

- **bodily injury** to any person other than **you** or **your** domestic staff.
- loss or damage to property which **you** or **your** domestic staff do not own or have legal responsibility for.

The insurer will provide this cover for incidents which occur during the **period of insurance**.

What is not covered: (Refer also to [General exclusions](#))

## Liability arising

- as owner of the **home**.
- from any agreement or contract unless **you** would have been legally liable anyway.
- from the ownership or occupation of any land or buildings other than the **home**.
- where **you** are entitled to cover from another source.
- from any trade or business activity.
- from **you** owning or using any:
  - power-operated lift
  - mechanically-propelled or assisted vehicle (other than domestic garden machinery), caravan, trailer (including trailer tents), or watercraft or their accessories or parts.
  - aircraft, hovercraft or watercraft (other than rowing boats or canoes)
  - animals other than **your** domestic pets
  - dangerous dogs specified under the Dangerous Dogs Act 1991
  - species of animal not domesticated in the UK.
- from loss or damage while the **home** is **unfurnished** or **unoccupied**.
- from the transmission of any communicable disease or virus by **you** or any member of **your** family.
- from firearms (except shotguns used for sporting purposes).
- for **bodily injury** to a member of **your** family or any person usually living in the **home** or to **your** domestic staff.

What is covered: (continued)

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable to pay under this section.

**The insurer** will pay up to £2 million for any one claim or series of claims resulting from one incident. **The insurer** will also pay any costs and expenses **they** have agreed in writing.

### Unpaid damages

**The insurer** will pay **you** all amounts which **you** have been awarded in courts within the **United Kingdom** and which have not been paid to **you** within three months of the date of the award. **The insurer** will only provide this cover if:

- there is not going to be an appeal.
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**.
- **you** would have been entitled to a payment under the personal liability part of Section two Contents if the award had been made against **you** rather than to **you**.
- the person who owes the award does not live with **you**.

**The insurer** may take proceedings, at **their** own expense and for **their** own benefit, to recover any payment **they** have made under this insurance.

**The insurer** will pay up to £100,000 for any one claim or series of claims resulting from one incident.

What is not covered: (Refer also to [General exclusions](#))

### Liability arising

- for damage to property owned by or held in trust or in the custody or control of **you** or **your** family or any person usually living in the **home**.
- from the direct or indirect consequences of assault or alleged assault.
- from any deliberate or wilful or malicious act.

# Accidents to domestic staff

This Section applies only if the **contents** are insured under Section two.

What is covered:

- amounts **you** become legally liable to pay, including costs and expenses which **the insurer** has agreed in writing, for accidental **bodily injury** to domestic staff employed to carry out domestic duties associated with the **home** and not in connection with any business, trade or profession happening during the **period of insurance** in connection with incidents arising at the risk address, shown in **the schedule**.

## Limit of insurance

**The insurer** will not pay more than £5 million for any one claim or series of claims arising out of any one incident, including the costs and expenses which **they** have agreed in writing.

What is not covered: (Refer also to [General exclusions](#))

**Bodily injury** arising directly or indirectly:

- from any infectious disease or condition.
- from visits to Canada or the United States of America after the total period of stay has exceeded 60 days in the **period of insurance**.
- to any domestic staff arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

# Accidental damage to contents

The following applies only if the **schedule** shows that **accidental damage to contents** are included, and the appropriate additional premium has been paid.

What is covered:

**Accidental damage** to the **contents** within the **home**, happening during the **period of insurance**.

What is not covered: (Refer also to [General exclusions](#))

- the first £100 of every claim unless otherwise stated in the **schedule**.
- damage or any proportion of damage which **we** specifically exclude elsewhere under Section two Contents.
- damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- any amount over £1,000 in total for porcelain, china, glass and other brittle articles.
- **money, credit cards**, documents or stamps.
- damage to contact, corneal or micro corneal lenses.
- damage while the **home** is lent, let or sub-let.
- damage caused by moth, vermin, infestation, corrosion, or any other gradually operating cause.
- damage arising out of faulty design, specification, workmanship or materials.
- damage from mechanical or electrical faults or breakdown.
- damage caused by dryness, dampness, extremes of temperature and exposure to light.
- damage caused by chewing, scratching, tearing or fouling by domestic pets.
- depreciation in value.
- the cost of remaking any film, disc or tape or the value of the information contained on it.
- any other loss connected to the event **you** are claiming for, unless **we** provide cover under this insurance policy as set out within this policy wording.

## Section three: Valuables and personal belongings

The following applies only if the **schedule** shows that **valuables** and **personal belongings** are included, and the appropriate additional premium has been paid.

What is covered:

Accidental loss, damage or theft of the property stated below occurring anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

- specified items

**The insurer** will pay the cost of replacing or repairing loss or damage to any item specified in the **schedule**.

- unspecified **valuables**, clothing and **personal belongings**

**The insurer** will pay the cost of replacing or repairing **your valuables**, clothing and **personal belongings** up to the sum insured in the **schedule**, and up to a limit of £1,500 for any one item, pair or set.

What is not covered: (Refer also to [General exclusions](#))

- the first £50 of every claim unless otherwise stated in the **schedule**.
- **the insurer** will not pay **you** more than the sum insured for that item as shown in the **schedule**.
- damage caused by moth, vermin, infestation, corrosion, damp, frost, or any other gradually operating cause.
- damage from mechanical or electrical faults.
- damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- damage to guns caused by rusting or bursting of barrels.
- breakage of any sports equipment whilst in use.
- any loss or damage to contact, corneal or micro corneal lenses.
- theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
- mobile telephones and computer equipment unless shown in the **schedule**.
- any amount over £500 in total in respect of theft or disappearance of property from any secured vehicle when such vehicle is left unattended.
- any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.
- loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
- faulty workmanship.

What is covered: (continued)

What is not covered: (Refer also to [General exclusions](#))

(continued)

- riot or civil commotion outside the **United Kingdom**.
- depreciation in value.
- pedal cycles.
- property held or used for business purposes.
- the cost of remaking any film, disc or tape or the value of any information contained on it.
- damage or contamination to computers or computer equipment by:
  - erasure or distortion of data
  - accidental erasure or mislaying or misfiling of documents or records.
  - computer viruses
- loss or damage when the **home** has been left **unoccupied** or **unfurnished**.
- lottery tickets or raffle tickets.
- any other loss connected to the event **you** are claiming for, unless **we** provide cover under this insurance policy as set out within this policy wording.

## Section four: Freezer cover

The following applies only if the **schedule** shows that **freezer cover** is included, and the appropriate additional premium has been paid.

What is covered:

The cost of replacing **your** food in **your** refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the **period of insurance**.

What is not covered: (Refer also to [General exclusions](#))

- the first £50 of every claim, unless otherwise stated in the **schedule**.
- loss or damage caused by any electricity or gas company deliberately cutting off or restricting **your** supply.
- loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- any more than £300.
- if **you** have not complied with the operating instructions set out in the manufacturers hand book.
- loss or damage unless notification is made within 48 hours of discovery to **us**.

## Section five: Money and credit cards

The following applies only if the **schedule** shows that **money** and **credit cards** are included, and the appropriate additional premium has been paid.

What is covered:

- theft or accidental loss of **money**.
  - any amounts which **you** become legally liable to pay, as a result of unauthorised use following loss or theft of **your credit card(s)**, provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the card issuing company and the police.
- anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

What is not covered: (Refer also to [General exclusions](#))

- the first £50 of every claim, unless otherwise stated in the **schedule**.
- any shortages due to error or omission.
- loss of value.
- more than £350 in respect of **money**, more than £500 in respect of **credit cards**.
- loss where conditions under which **your credit card(s)** were issued to **you** have been breached.
- any loss arising from an unauthorised use by **you** or anyone living with **you**.

## Section six: Pedal cycles and fitted accessories

The following applies only if the **schedule** shows that **pedal cycles** and fitted accessories are included, and the appropriate additional premium has been paid.

What is covered:

The cost of repairing or replacing **your** pedal cycle(s) and fitted accessories up to the amount specified in the **schedule** following:

- theft or attempted theft.
- accidental loss or damage.

anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

What is not covered: (Refer also to [General exclusions](#))

- the first £50 of every claim, unless otherwise stated in the **schedule**.
- loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time.
- loss or damage due to wear and tear or any gradually operating cause.
- damage from mechanical or electrical faults or breakdown.
- loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- replacing a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- theft by fraudulent means.
- cover that would otherwise be provided elsewhere under this policy.

# Endorsements

(Your schedule will show you if any endorsement applies to your policy)

## 1. Subsidence, heave or landslip exclusion clause

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in event 8 of Section one Buildings and Section two Contents is not covered by this insurance.

## 2. Keys clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the premises.

## 3. Flood exclusion clause

Section one Buildings and Section two Contents of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in event 3 of Section one Buildings and Section two Contents.

## 4. Hotel/motel (jewellery) clause

This insurance does not cover loss of or damage to jewellery whilst on the premises of hotels or motels unless the said jewellery is being worn by **you**, or is contained in a locked safe or vault.

## 5. Non-standard construction clause

It is agreed that the construction of the **home** is not of **standard construction**.

## 6. Musical instruments clause

This insurance provides cover against loss or damage to the musical instruments specified in the **schedule**, but does not cover:

- a) Loss or damage caused by moth, vermin, infestation, corrosion, damp, mould, fungus, dry or wet rot, frost, scratching, denting, wear and tear or any other gradually operating cause.

- b) Any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes.

- c) Breakage of strings, reeds or drum leads.

- d) Any loss or damage caused by cleaning or repairing or atmospheric conditions.

## 7. Theft limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of forcible and violent entry.

## 8. Protection for doors

The final exit door must be secured by one of the following:

- a mortise deadlock conforming to British Standard 3621.
- a deadlock with at least 5 levers.

Built-in deadlock cylinder locks and security bolts if the door is double-glazed

Key operated security bolts must also be fitted to the top and bottom of all other exit doors.

Patio/Sliding Doors and/or French Windows must be secured with the following:

- mortise security bolts or other key-operated locks fitted at the top and bottom of each portion of French Windows and/or sliding or patio doors.
- key-operated runner locks fitted in addition to the manufacturer's standard lock.

The locks and security bolts must be locked and secured overnight, or when no authorised person is in the **buildings**.

If **you** have not complied with this **endorsement**, **your** claim may be reduced or declined.

#### 9. Stamp collections

For claims under Section two Contents or Section three Valuables and personal belongings for stamp collections, **the insurer** will pay 75% of the Stanley Gibbons catalogue price at the time of the loss or damage. Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause.

#### 10. Protection for windows

All opening sections of the basement, ground floor or easily accessible windows to the **buildings** must be secured by key operated window locks. These locks must be operated and secured overnight or when no authorised person is in the **buildings**.

If **you** have not complied with this **endorsement**, **your** claim may be reduced or declined.

#### 11. Coin collections

For claims under Section two Contents or Section three Valuables and personal belongings for coin collections, **the insurer** will pay 75% of the Spinks & Son catalogue price at the time of the loss or damage.

#### 12. Alarm

- the intruder alarm, which **we** have details of, must be used:
  - overnight, and
  - when no authorised person is in the **buildings**.
- the alarm must be maintained in full working order.
- where **you** have advised **us** that the alarm is under a current maintenance contract, any fault brought to **your** notice must be corrected immediately. Theft cover will not be affected by any fault in the alarm which is due to circumstances beyond **your** control.

- **you** must not alter the intruder alarm systems without telling **us**.
- **You** must immediately tell the intruder alarm installer and **us** if the police withdraw response to alarm calls.

If **you** have not complied with this **endorsement**, **your** claim may be reduced or declined.

#### 14. Buildings used partly for business, profession or trade purposes

The **buildings** will include those areas which have been declared to **us** as being used in connection with **your** business, profession or trade.

#### 15. Contact lenses

**The insurer** will cover contact lenses under Section three Valuables and personal belongings but not:

- while **you** are swimming or involved in any other water sports, or in water.

#### 16. Work being carried out on property

**The insurer** will not cover loss, damage or liability arising from property which is being worked upon.

#### 17. Exclusion of theft

**The insurer** will not provide any cover for theft or attempted theft.

#### 18. Fire extinguisher condition

At least two fire extinguishers must be installed in the **home**, one of which must be situated in the kitchen.

#### 19. Water leaks

**The insurer** will not pay for any loss or damage arising as a result of water leaking through flat asphalt roofs, unless the loss or damage is caused by an insured event.

#### 20. Hearing aids

Section three Valuables and personal belongings has been extended to include loss or damage to hearing aids.

20. (continued)

But **the insurer** will not cover:

- loss or damage while **you** are swimming or involved in any other water sports.
- loss or damage while **you** are in water.

#### 21. **Thatched property condition**

The following conditions apply to this insurance:

- all chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and be professionally cleaned once a year before October.
- any old thatch must be burnt more than 100 metres from the **home**.
- no naked flames or tools which produce naked flames must be present in the attic or loft space at any time.
- at least two fire extinguishers must be installed in the **home**, one of which must be in the kitchen.
- the electricity supply system must be inspected and tested at least once every three years by a contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC). Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers.
- the thatch roof of the insured property must be inspected by a thatcher or builder at least once every eight years (or five years if it is a straw roof) and any necessary repairs must be carried out immediately.

#### 22. **Settings warranty**

**The insurer** will not provide any cover under Section three Valuables and personal belongings, for loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £2,500, unless the jewellery has been examined at least

once every two years by a competent jeweller. **The insurer** needs written confirmation from the jeweller that all settings are in good order.

#### 23. **Mobile or portable phones or pagers**

Section three Valuables and personal belongings is extended to cover mobile, portable phones and pagers, specified in the **schedule**.

#### 24. **Computers and their equipment**

Section two Contents of this insurance also covers damage to computers and their equipment, but will not include:

- loss of magnetism
- compensation for **you** not being able to use the computer or its equipment, following loss or damage
- the equipment being confiscated
- disks, tapes and spools.

#### 25. **Security excess clause**

Where **your schedule** shows **endorsement** 8, 10 or 12, and **you** have not complied with the relevant **endorsement**, **you** must pay the first £500 of any claim for loss or damage as a result of theft or attempted theft from **your home**.

#### 28. **Neighbourhood Watch discount**

In consideration of **you** being an active member of a neighbourhood watch scheme approved by the police, **you** have received a premium discount.

#### 29. **Paying guests**

Section one Buildings and Section two Contents are extended to cover **you** for legal liability to paying guests. This includes any claims that may be made against **you** during the **period of insurance**, for accidental **bodily injury** or accidental loss or damage to property, which arises out of **you** providing accommodation to paying guests.

29. (continued)

The **insurer** will cover **you** for claims made against **you** by paying guests, as follows:

- £500,000 for any one accident or series of accidents arising out of one event.
- £500,000 in total for all accidents occurring during any one **period of insurance**.

The **insurer** will also pay any costs and expenses **they** have agreed to in writing.

### 30. **Contents whilst at university/college**

Section two Contents is extended to cover up to £2,500 of **contents** belonging to a member of **your** family who is away at university/college during term time but who usually resides at **home**.

Theft is not covered unless by forcible or violent entry.

### 31. **Bedroom rated clause**

Cover under this policy has been calculated on the number of bedrooms in **your home** and the maximum amount payable in respect of valuables under Section two Contents is as follows:

- one bedroom property maximum payable £5,000.
- two bedroom property maximum payable £6,000.
- three bedroom property maximum payable £7,500.
- four bedroom property maximum payable £10,000.
- five bedroom property maximum payable £12,000.

### 32. **Unoccupancy clause**

It is warranted that whilst the **home** is **unoccupied** the following conditions will apply:

- a) All gas, electricity and water is switched off at the mains and the water system drained unless the central heating is left in full operation 24-hours daily whilst the premises remain **unoccupied**.

- b) The **home** must be inspected at least once every 7 days by a responsible adult.
- c) The **contents** are restricted to household goods, furniture and furnishings and appliances.
- d) **You** will be responsible for the first £250 of every claim.

### 33. **Let property clause**

It is warranted that whilst the risk address is to be let, the following conditions will apply:

- a) Tenancy agreements for six months and over must be in force at all times along with suitable references.
- b) A further £50 **excess** applies in addition to any other standard policy **excess**.
- c) **Accidental damage** cover is not available.
- d) **Endorsement 32** will apply automatically, once the **home** has been **unoccupied** for more than 24 hours.

Personal liability as described in Section one Buildings, buildings liability is restricted to amounts **you** become legally liable to pay as owner and not as occupier of the **home**.

### 34. **Let property clause**

It is warranted that whilst the risk address is to be let, the following conditions will apply:

- a) Tenancy agreements of six months and over must be in force at all times along with suitable references.
- b) A further £250 **excess** is applicable in addition to any other standard policy **excess**.
- c) **Accidental damage**, theft and malicious damage are not covered.
- d) **Endorsement 32** will apply automatically, once the **home** has been **unoccupied** for more than 24-hours.

34. (continued)

Personal liability as described in Section one Buildings, buildings liability is restricted to amounts **you** become legally liable to pay as owner and not as occupier of the **home**.

35. **Computer systems records exclusion clause**

This insurance does not cover loss of or damage to computer systems records.

36. **Let properties (DSS or local authority referrals)**

- **you** must comply with all local and national authority regulations.
- no cooking is allowed in bedrooms, other than tea and coffee making facilities.
- all rubbish and waste shall be removed from the premises every 7 days.
- no portable heaters are to be used in bedrooms other than electric powered fan or convector heaters.
- the inside of the **home** must be checked by **you** or **your** authorised representative at least every 30 days.
- this extension is provided for properties let to unemployed persons receiving benefit from the DSS or properties let to and/or sublet by local authorities.

37. **Let properties (notice clause)**

If **your home** becomes **unoccupied** as the case may be, **you** must tell **us** immediately, and **we** may adjust the premium if necessary.

38. **Let properties (professional people)**

The following conditions apply to this insurance:

- **you** must comply with all local authority regulations.
- this extension does not cover properties let to unemployed persons receiving benefit from the DSS or properties let to and/or sublet by local authorities.

39. **Deletion of accidental damage (buildings)**

Cover under Section one Buildings **accidental damage** and breakage is deleted.

40. **Deletion of legal expenses**

Legal expenses cover is deleted.

41. **Protection maintenance clause**

It is a condition precedent to the liability of underwriters that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.

42. **Automobile and vehicle clause (1)**

This insurance does not cover theft or disappearance of jewellery or furs from road vehicles of every description owned by **you** or under **your** control or the control of **your** servants or agents or representatives whilst such vehicles are unattended.

43. **Automobile and vehicle clause (2)**

This insurance does not cover theft or disappearance from road vehicles of every description owned by **you** or under **your** control or the control of **your** servants or agents or representatives when such vehicles, not being garaged, are left unattended.

44. **Tools clause**

Section three Valuables and personal belongings of this insurance extends to provide cover on tools but does not cover:

- losses from motor vehicles, unless said vehicles are stolen at the same time.
- theft from **your** garage/premises unless following forcible and violent entry.
- breakage whilst in use.
- any single article in excess of £250.

Territorial limits - **United Kingdom**.

45. **Mortgagee's interest clause**

It is understood and agreed that the interest of the Mortgagee shall not be prejudiced by any act of neglect of the Mortgagee or occupier of any **home** hereby insured, providing the loss or damage is increased without the knowledge of the Mortgagee. Where the loss or damage is increased without their authority, the Mortgagee should give immediate notice to Insurers and pay an additional premium if required.

46. **Brittle articles deletion clause**

In consideration of the additional premium paid, it is agreed that, under what is not covered Section two Contents **accidental damage to contents** - any amount over £1,000 in total for porcelain, china, glass and other brittle articles, is deleted in respect of specified items under Section three Valuables and personal belongings. It is warranted that all such items are kept within a locked cabinet and dusted only by **you**.

48. **Limitation to cover clause**

Under Section one Buildings and Section two Contents cover is limited to fire, lightning, explosion, collision or impact and personal liability in respect of the **home** as stated in the **schedule**.

49. **Business use clause**

In consideration of the additional premium paid it is hereby agreed that, under what is not covered in Section one Buildings liability and Section two Contents liability cover, liability arising from any trade or business activity is extended to include **your** legal liability, as defined therein, arising out of the use of the **home** named in the **schedule**, provided always that liability arising out of advice given or services rendered in respect of **your** profession, occupation or business is not covered.

50. **Unoccupied property up for sale (furnished properties)**

Cover is restricted to the events shown under what is covered, Section one Buildings and/or Section two Contents, subject to:

- **accidental damage** cover is not available.

- the **home** being made secure and visited every 7 days.
- theft cover is restricted to forcible and violent entry.
- when the property is **unoccupied**:
  - **the insurer** will not cover loss or damage by escape of water
  - an **excess** of £250 applies to the following events: storm, flood, theft and malicious damage.
  - **the insurer** will not cover **valuables**.
  - Valuables and personal belongings cover under Section three does not cover theft from the **home**.

51. **Unoccupied property up for sale (unfurnished properties)**

Provided that the premises are made secure and visited every 7 days the following events only apply:

- fire, lightning, explosion, earthquake, collision or impact and personal liability.

52. **Holiday homes used for short term lets**

Cover is restricted to the events shown under what is covered, Section one Buildings and/or Section two Contents, subject to:

- **accidental damage** cover is not available.
- an **excess** of £200 to every claim in addition to any policy **excess**.
- theft cover restricted to forcible and violent entry.
- when the property is **unoccupied** between lets:
  - **the insurer** will not cover loss or damage by escape of water.
  - **the insurer** will not cover **valuables**.
  - Valuables and personal belongings cover under Section three excludes theft from the **home**.

53. **Holiday homes used for family use**

Cover is restricted to the events shown under what is covered,

53. (continued)

Section one Buildings and/or Section two Contents, subject to:

- **accidental damage** cover is not available
- when the property is **unoccupied**:
  - **the insurer** will not cover loss or damage by escape of water
  - an **excess** of £250 applies for all claims caused by storm, flood, theft and malicious damage
  - **the insurer** will not cover **valuables**
  - Valuables and personal belongings cover under Section three does not cover theft from the **home**.

54. **Flat roof storm damage excess**

In respect of Section one Buildings, event 2 storm or flood - under what is not covered the following is added:

- the first £250 of every claim for loss or damage to flat roofed areas of the **buildings**.
- flat roofed areas which have not been recovered within the last 12 years.

55. **Let properties (students)**

The following conditions apply to this insurance:

- **you** must comply with all local authority regulations.
- no cooking is allowed in bedrooms, other than tea and coffee making facilities.
- all rubbish and waste shall be removed from the premises every 7 days.
- no portable heaters are to be used in bedrooms other than electric powered fan or convector heaters.
- the inside of the premises must be checked by **you** or **your** authorised representative at least once every 30 days.
- this extension does not cover properties let to unemployed persons receiving benefit from DSS or properties let to and/or sub let by local authorities.

56. **Unoccupancy clause (holiday homes)**

In the event of the **home** specified herein being left **unoccupied** but furnished for a period exceeding 2 consecutive days, cover shall be restricted as follows:

- a) During the months of November to March inclusive, **the insurer** will not cover loss or damage caused by the escape of water from fixed water tanks and/or pipes unless the water mains have been turned off and all cisterns, radiators, boilers and other enclosed vessels containing water have been drained to the fullest extent possible so far as is permitted by the competent authorities.

Note: It is strongly recommended that:

- a builder or plumber should be consulted to give full effect to the precautions stated in paragraph a) above
  - the gas, electric light and power mains must be turned off.
- b) Loss or damage caused by theft or attempted theft will not be covered.
  - c) The **home** is to be visited at least once every 7 days by a relative, neighbour or authorised person, and any repairs must be carried out immediately.

Excluding:

- a) The first £250 of every claim other than in respect of fire, lightning, explosion, collision or impact and personal liability.
- b) **Valuables and money**.

Personal liability as described in Section one Buildings, buildings liability is restricted to amounts **you** become legally liable to pay as owner and not as occupier of the **home**.

57. **Increased flood excess**

Section two Contents cover is subject to an **excess** of £2,500 for every claim in respect of flood.

58. **Safe warranty**

This insurance does not cover theft in respect of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

59. **Storm excess**

**You** must pay the first £250 of every claim for loss or damage as a result of storm.

60. **Amended subsidence/heave and landslip excess**

**You** must pay the first £2,500 or 2.5% whichever is the greater of every claim under event 8 of Section one Buildings and Section two Contents (subsidence or heave of the site upon which the **buildings** stand or landslip).

61. **Jewellery clause**

This insurance does not cover theft or disappearance of jewellery unless the jewellery is:

- being worn
- deposited in a bank or locked safe or hotel/motel safe
- carried by hand or is under **your** personal supervision.

67. **Tools clause**

Section three is extended to cover tools (including hand and power tools) up to £1,000 in total, with a limit of £150 applying to any one item. These must be owned by **you** and are used for the purposes of **your** trade or employment against physical loss or damage within the **United Kingdom**.

A £50 **excess** applies in respect of each and every loss. The cover excludes mysterious disappearance.

69. **Damage by domestic pets**

It is hereby noted that, under Section one **accidental damage** to the **buildings**, Section two Contents event a), **accidental damage** to the **contents** and Section three Valuables and personal effects under what is not covered, damage caused by chewing, scratching, tearing or fouling by domestic pets is hereby deleted.

70. **High value cycle endorsement**

**The insurer** will not pay for theft of pedal cycles with a value of more than £750 unless at the time of the theft the pedal cycle was in the **home** and all protections for the **home** were in full and effective operation, and if in a garage, shed or outbuilding, that the pedal cycle was securely chained to the **building** structure, or the pedal cycle was away from the **home** and kept in, and securely chained to a locked garage or private dwelling of **standard construction**.

71. **Child minders clause**

It is hereby noted and agreed that whilst the **home** is being used as a nursery, supervising infants within **your** care, this insurance will not cover **accidental damage** and **the insurer** will not pay for any theft/loss unless following forcible and violent entry or exit. It is further agreed that in respect of **your** activities as a childminder, that liability cover as defined in Sections one and two is specifically excluded.

72. **Flats clause**

The sum insured under Section one Buildings represents the value of that portion of the building owned by **you** (including external walls, roof and foundations and such common parts of the building for which **you** are legally responsible). In the event of a loss resulting from an insured peril to any part of the premises not occupied by **you** but for which **you** are legally responsible, **the insurer** will only pay such portion of that loss as the sum insured bears to the reinstatement value of the **building**.

# FamilyPlus legal expenses policy wording

## (Terms and conditions of policy)

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as Familyplus) and is underwritten by UK Underwriting Limited on behalf of: Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

In return for the premium **You** have paid, **We** agree to insure **You** in accordance with the terms and conditions of this policy.

### Important Information

This is a contract of insurance between **You** and Fortis Insurance Limited. The insurance provided covers **Legal Costs** subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **Territorial Limits** and during the **Period of Insurance** for which **You** have paid or agreed to pay the premium.

### Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide **You** with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands.

To help **Us** monitor **Our** service standards, telephone calls may be recorded.

When phoning, please tell **Us** that **You** are a member of the Heath Lambert FamilyPlus scheme. Please do not phone the Helpline to report a general insurance claim.

**We** will not accept responsibility if the Helpline services are unavailable for reasons **We** cannot control.

To contact the helpline, phone: **01603 420033**, quoting the reference 'Heath Lambert FamilyPlus'.

### Making a Claim

In the event of a claim please do not appoint **Your** own solicitor as this will invalidate the cover provided by this policy.

Note that all Claims must be reported to **Us** within 180 days of the **Date of Event**.

If **You** need to notify a potential claim, please immediately write to **Our** Claims Department at the following address:

Familyplus Claims, Kircam House, 5 Whiffler Road, Norwich NR3 2AL  
Claims may be emailed to [fpclaims@ulr.co.uk](mailto:fpclaims@ulr.co.uk) or notified by telephone on **01603 420080** quoting the reference 'Heath Lambert FamilyPlus'.

The claims line is open 24 hours a day throughout the year.

Please provide **Your** Policy Number and a description of the Claim circumstances. A claim form will then be provided which **You** should complete and return without delay.

## Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a Claim **You** should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited, Kircam House, Whiffler Road, NORWICH NR3 2AL

Tel: 01603 420000  
Fax: 01603 420010

In the event **You** remain dissatisfied and wish to make a complaint **You** can do so by contacting the following:

Head of Claims, UK Underwriting Limited, 2 Gibraltar House,  
Bowcliffe Road, Leeds LS10 1HB

Please ensure **Your** reference number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity as a **Micro-Enterprise**, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million.

**You** may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service, South Quay Plaza,  
183 Marsh Wall, London E14 9SR

Tel: 0845 080 1800  
Fax: 0207 964 1001

Please note **You** have six months from the date of **Our** final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us**.

## Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS.

## Definitions

Words shown in **bold** have the same meaning wherever they appear in this policy.

### Appointed Representative

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by **Us** to act for **You**.

### Civil Proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.

### Date of Event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

### Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

## Insured

The person who has taken out this Policy, providing that they reside within the **Territorial Limits**.

## Legal Costs

Professional legal fees which **You** are bound to pay, including reasonable fees or expenses incurred by the **Appointed Representative** whilst acting for **You** in the pursuit of **Civil Proceedings**.

## Micro-Enterprise

An **Enterprise** which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million (euros).

## Period of Insurance

The period beginning with the date of inception of this Familyplus legal expenses policy and ending on the next expiry date of the household buildings or contents policy to which this Familyplus legal expenses policy is annexed or 12 calendar months, whichever is the less.

## Territorial Limits

The United Kingdom , the Isle of Man and the Channel Islands.

## You/Your

The **Insured**, together with any of the following who reside permanently with the **Insured** and have the **Insured's** permission to make a claim:

- a) the **Insured's** spouse or partner;
- b) the **Insured's** parents or parents-in-law;
- c) the **Insured's** children under the age of 21.

## We/Our/Us

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer, and/or their agent Motorplus Ltd trading as FamilyPlus and/or ULR.

## This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this Policy, **We** will pay **Legal Costs** to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue **Civil Proceedings** directly arising from one or more of the following events or causes, occurring within the **Territorial Limits** where the **Date of Event** is within the **Period of Insurance** and provided that the premium has been paid, if **We** deem that there are reasonable prospects of success:

### 1. Personal Claims

- a) **Your** death;
- b) a personal injury to **You**.

### 2. Real property

- a) an infringement of **Your** legal rights arising from owning or occupying **Your** permanent place of residence;
- b) problems arising out of buying or selling **Your** permanent place of residence;
- c) nuisance at or trespass to land in relation to **Your** permanent place of residence.

### 3. Services and personal property

- a) physical damage to personal property owned by **You** or for which **You** are responsible;
- b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for **Your** private or personal use providing that the transaction was a commercial contract entered into during the **Period of Insurance**.

### 4. Employment

Where **You** are an employee, disputes arising out of **Your** contract of employment which give rise to a claim in an Employment Tribunal.

## This Policy Will Not Cover

1. Any claim:
  - a) which **You** do not report to **Us** within 180 days of the **Date of Event**;
  - b) for which the **Date of Event** is before the date of inception of this Policy;
  - c) under insured incident 4 above (**Employment**) for which the **Date of Event** is within 90 days after the date of inception of this Policy;
  - d) for which the **Date of Event** is within 60 days after the date of inception of this Policy (other than claims under insured incidents 2 or 4 above);
  - e) under insured incident 2 above (**Real Property**) for which the **Date Of Event** is within 180 days after the date of inception of this Policy;
  - f) where the amount claimed is less than £100.
2. **Legal Costs** incurred:
  - a) before **Our** written acceptance of a claim;
  - b) whilst **You** are bankrupt, in administration or in receivership, or if **You** have entered into a composition with creditors.
3. The balance of **Legal Costs** over and above any figure **We** have previously agreed
4. **Legal Costs** incurred in any appeal proceedings unless:
  - a) **You** confirm in writing to **Us** that **You** wish to appeal at least 6 working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
  - b) **We** consider such appeal has a reasonable chance of success.
5. In respect of claims under insured incident 2 above (**Real Property**) the first £250.00 of **Legal Costs** incurred in each separate claim, and in respect of all other claims, the first £25.00 of **Legal Costs** incurred in each separate claim. In either case, such sum must be paid to **Us** before **We** can act.
6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.
7. Fines or penalties or any damages which **You** are ordered to pay by a court, tribunal or other authority.
8. Any insured incident which **You** intentionally cause or create.
9. **Legal Costs** of or relating to claims regarding:
  - 9.1 the alleged dishonesty or violent behaviour of any person;
  - 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
  - 9.3 wills, probate or inheritance;
  - 9.4 patents, trademarks, copyrights, registered design or intellectual property;
  - 9.5 secrecy or confidentiality agreements;
  - 9.6 any business, trade or profession in which **You** are engaged, or any other venture undertaken by **You** for financial gain (other than **Your** contract as an employee);
  - 9.7 clinical negligence;
  - 9.8 any shareholding, directorship or partnership, or other commercial interest;
  - 9.9 any remark or comment whether permanently recorded or not, which may damage **Your** reputation;
  - 9.10 any computer, electric, electronic or mechanical error;

- 9.11 leases, licences, tenancies and disputes between landlord and tenant;
- 9.12 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
- 9.13 planning, building or structural alteration of any building or part of such;
- 9.14 subsidence, shrinkage, ground heave, landslip, mining or quarrying;
- 9.15 any building or land other than **Your** principal home;
- 9.16 any mortgage, loan agreement or any other consumer credit scheme;
- 9.17 any party legally acquiring **Your** principal home from **You** (whether or not **You** are paid), or restrictions or controls placed upon **Your** principal home by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.18 work done by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.19 a motor vehicle owned or used by, or hired or leased to **You**;
- 9.20 any road traffic accident;
- 9.21 the settlement payable pursuant to any insurance or other policy;
- 9.22 any enforcement proceedings or procedure;
- 9.23 proceedings before or reference to the European Court of Justice or the European Court of Human Rights;
- 9.24 a dispute with **Us** or with **Your** insurance broker or provider;
- 9.25 Judicial Review;
- 9.26 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
- 9.27 radiation or radioactive contamination;
- 9.28 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- 9.29 sonic pressure waves;
- 9.30 the defence of any claim brought by any other party .
- 9.31 Legal costs incurred during any legal action **You** take which **We** have not agreed to, or where **You** do anything that hinders **Us**, or the **Appointed Representative**.

## General Conditions

This is a legally binding contract of insurance between **You** and **Us**. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission.

1. **You** must:
  - a) abide by the terms and conditions of this Policy;
  - b) try to prevent or minimise **Legal Costs** wherever possible;
  - c) send **Us** everything **We** ask for in writing.
2. **We** can:
  - a) take over any claim or **Civil Proceedings** at any time and conduct them in **Your** name;
  - b) negotiate or settle any claim or **Civil Proceedings** on **Your** behalf;
  - c) refer any boundary or other property dispute to mediation;
  - d) contact **You** direct at any point concerning **Your** claim.

3. a) An Appointed Representative will be appointed by **Us**, representing **You** pursuant to Our standard terms of appointment;
  - b) The **Appointed Representative** will have direct contact with **Us** and must co-operate fully with **Us** at all times;
  - c) **You** must co-operate fully with the **Appointed Representative** and with **Us**, keeping **Us** informed and attending such meetings or hearings as may be required at **Your** own expense;
  - d) **You** must give the **Appointed Representative** any instructions that **We** request.
  - e) If it becomes necessary to appoint a solicitor to assist **You** before the issue of **Civil Proceedings** **We** will choose the **Appointed Representative**. If by the date when it is necessary to issue **Civil Proceedings** **We** have not already chosen an **Appointed Representative**, **You** can nominate one by sending **Us** the name and business address of a suitably qualified person. **We** may choose not to accept **Your** nominee if they are unable to agree terms with **Us**. If there is a disagreement over the choice of **Appointed Representative** another suitably qualified person can be appointed to decide the issue (see 3k below). **You** must at Our request instruct the **Appointed Representative** to have any **Legal Costs** taxed, assessed or otherwise audited.
  - f) **You** must take all necessary steps to assist the recovery of **Legal Costs** from any other party, and pay **Us** any **Legal Costs** so recovered.
  - g) **We** will not be bound by any undertaking or other promise or assurance **You** may give to the **Appointed Representative**, or which **You** or the **Appointed Representative** give to any other person.
  - h) If **You** or the **Appointed Representative** terminate their retainer **We** will consider the reasons for this. **We** may then end the cover provided by this policy or **We** may agree to appoint another **Appointed Representative**.
  - i) If **You** settle, withdraw or abandon a claim without Our prior agreement, or fail to give suitable instructions to the **Appointed Representative**, the cover **We** provide will end immediately and **We** will be entitled to reclaim from **You** any **Legal Costs** paid by **Us**.
  - j) If **We** and **You** disagree about the choice of **Appointed Representative**, or about the handling of a claim, **We** and **You** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **We** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
  - k) **You** must inform **Us** of any proposal to settle a claim including any Payment Into Court. If **You** reject an offer which **We** consider reasonable **We** may refuse to pay any further **Legal Costs**.
  - l) **You** must not negotiate or agree to settle a claim without Our prior approval.
4. **We** may elect to pay **You** the amount of damages **You** are claiming, instead of starting or continuing **Civil Proceedings**.
  5. **We** may if **We** see fit require that **You** obtain Counsel's Opinion from a barrister agreed by **You** and **Us**, as to the merits of a proposed claim or **Civil Proceedings**. **You** will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or **Civil Proceedings**, **We** will refund Counsel's fees.
  6. This policy provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. **You** must notify **us** no later than 14 days after the start date of **your** cover, or after **you** receive **your** policy documents (which ever is later), should **you** wish to cancel **your** policy in this reflection period. This is subject to certain terms, including a minimum time on risk charge that will be calculated

6. (continued)  
on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy. **You** must return the **schedule** immediately.
7. **We** will not pay any claim covered by any other policy of insurance or by trade union membership or any claim that would have been covered by any other policy of insurance or by trade union membership if this Familyplus legal expenses policy did not exist.
8. If **You** die, **We** will insure **Your** personal legal representatives to pursue disputes covered by this Policy arising from **Your** death, provided they keep to the terms of the Policy.
9. Apart from **Us**, only **You** may enforce all or any part of this Policy and the rights and interests arising from it 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 right or interest.
10. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
11. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction.
12. This Policy is written in English and all communications about it will be in English.
13. If **We** choose to set aside a term or condition of this Policy, this will not prevent **Us** from relying on that term or condition or any other term or condition in the future.

## Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. **We** take **Your** privacy very seriously. **We** will use **Your** personal information to provide **You** with the services, products or information, for administration purposes for any matters arising from this policy. **We** may need to share **Your** information with Our service providers, associated organisations and agents for these purposes. Despite any changes **We** make to this privacy statement **We** will always use **Your** personal data for the purposes **We** outline in this statement and in accordance with the Data Protection Act 1998 unless **We** are advised otherwise.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

# Complaints

**We** will always do our best to ensure **your** complete satisfaction, however if you do have cause to complain, please write in the first instance to the Chief Executive of FamilyPlus at their head office, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL.

If you are still not satisfied please write to the Chief Executive of Groupama Insurance Company Limited at 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB

Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, South Quay Plaza II, 183, Marsh Wall, London, E14 9SR.

(These procedures do not affect **your** rights to take legal action if necessary).

## Financial Services Compensation Scheme (FSCS)

If Groupama Insurance Company Limited is not able to meet its liabilities under this insurance, **you** may be entitled to compensation under the FSCS. **You** can get more information from **us** or the Financial Services Authority or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

MotorPlus Limited is authorised and regulated by the Financial Services Authority (FSA). **Our** permitted business is administering general insurance and assistance products. **You** can check this on the FSA's register by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**We** are also regulated by the Ministry of Justice for regulated claims management activities.

MotorPlus Limited trading as FamilyPlus.

Registered Office: Kircam House, 5 Whiffler Road, Norwich, NR3 2AL

Registered in England No. 03092837.

VERSION I1 21.2.08

## How to make a claim

Please write to **us** at:

FamilyPlus, Kircam House, 5 Whiffler Road, Norwich NR3 2AL.

Or e-mail [claims@ulr.co.uk](mailto:claims@ulr.co.uk)

September 2008.

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Debenhams Home Insurance is arranged and administered by Heath Lambert Ltd. Registered Office: 133 Houndsditch London EC3A 7AH. Debenhams Retail Plc. is an appointed representative of Acumus Insurance Solutions Ltd for Travel and Wedding Insurance and an introducer appointed representative of BDML Connect Ltd for Pet and Car Insurance. Debenhams Pet Insurance is underwritten by AXA Insurance UK Plc. Debenhams Car Insurance will be underwritten by an insurer selected from a panel. Registered in England & Wales No 1199129. All are authorised and regulated by the Financial Services Authority. You can check this on the FSA website, [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling 0845 606 1234. Calls may be recorded for training and security purposes. Maximum call charge of 0844 number from a BT landline is 7.5p per minute. Calls from other networks may vary; calls may be recorded or monitored. Debenhams/HH/002/01:04:10