



Finer Home Insurance

# Buildings and content?

Put a smile back on your place.





# About Our Insurance Services

In the following section 'we/us/our' refers to Barclays Bank PLC and Barclays Insurance Services Company Limited.

Barclays Bank PLC arranges home insurance through Barclays Insurance Services Company Limited, which is a wholly owned subsidiary company of Barclays Bank PLC.

The registered address of both Barclays Bank PLC and Barclays Insurance Services Company Limited is 1 Churchill Place, London E14 5HP.

## Statutory Status

Both companies are authorised and regulated by the Financial Services Authority (FSA).

## FSA Register

You can check that we are regulated by the FSA by visiting their website <http://www.fsa.gov.uk/register> or by contacting the FSA on **0845 606 1234**.

## Advice or information

We will provide advice and make a recommendation for you only after we have assessed your needs for home insurance. We can only offer home insurance from a single insurer.

If you contact Finer Home Insurance on **0800 051 0694\*** any advice will be given to you on or behalf of Barclays Insurance Services Company Limited.

Insurance obtained via the Barclays Bank PLC website is provided on a non advised basis.

## Complaints

We hope that you are happy with the service we provide. However, if you are unhappy with it, we would like to hear from you. You can contact us, by writing to PO Box 1436, Southampton, SO15 2UR or telephone us on **0800 051 0694\***

If we cannot resolve your complaint, you may be entitled to refer your complaint to Financial Ombudsman Service (FOS). Further information about FOS can be obtained from their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Following the complaints procedure does not affect your right to take legal action. Details of our complaints procedures can be obtained by calling **0800 051 0694\***

## Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and circumstances at the time. For most types of insurance the limits are 100% of the first £2000 plus 90% of the remainder of the claim, but for compulsory insurances such as third party motor or employer liability insurance then these claims are covered in full. Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portoken Street, London E1 8BN

## Change of underwriter

From time to time for commercial reasons Barclays Insurance Services Company Limited may decide to change its chosen insurer. In such circumstances we will write to you not less than 21 days before your current insurance expires with details of the new proposed insurer and any other current changes to the insurance.

Accordingly, in order to ensure continuity of your insurance you hereby authorise us to transfer your data to any new proposed insurer and consent to receiving its offer insurance for consideration. Your cancellation rights are not affected.

## Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance.

It is important that you ensure that all statements you make on proposal forms, claims forms and other documents are full and accurate.

Please note that if you fail to disclose any information to your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

## Data protection

We will store and process your information on the Barclays Group computers and in any other way. By 'your information' we mean personal and financial information we (a) obtain from you or from third parties, such as joint policy holders, credit reference agencies or other organisations when you apply for any product or service or which you or they give to us at any other time or (b) learn from the way you use your products and services. We and other companies in the Barclays Group will use your information to manage your products and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), and to develop and improve our services to you and other customers and protect our interests.

We and other members of the Barclays Group will use your information to inform you (by letter, telephone – including automated dialling and SMS text – or computer) about products and services (including those of others) that may be of interest to you (although other members of the Group will only send marketing material to you with your consent).

We may give information about you and how you use your products and services to the following:

- Fraud-prevention agencies and other organisations who may record, use and give out information to other insurers

- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential
- Anyone to whom we transfer or may transfer our rights and duties under this agreement
- We may also give out information about you if we have a duty to do so or if the law allows us to do so.

We will also share your information with insurers, and their agents, to obtain quotations on an ongoing basis and in the normal course of servicing and administering your insurance.

Otherwise we will keep information about you confidential.

If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply to information held in the UK and to use your information only for the purpose of providing the service to us.

\*For our joint protection and training purposes, telephone calls may be recorded and/or monitored.

# Policy Summary

**keyfacts**<sup>®</sup>

## Introduction

This is a summary of the Finer Home Insurance policy and does not contain the full terms and conditions of the cover, which can be found later in the policy booklet. It is important that you read the policy booklet carefully.

## Name of the insurer

The insurer of all sections of this policy, other than as noted immediately below, is Gresham Insurance Company Limited.

The insurer for Home Emergency cover is Inter Partner Assistance SA.

## Type of Insurance and Cover

The Finer Home Insurance Policy protects you against loss of or damage to **your home, contents and personal possessions**. It is a multi-section **home** insurance policy. All sections are optional except that you must select either **buildings or contents**. Sections are provided for **contents** (with an **accidental damage** option), **personal possessions, pedal cycles, home and garden, sports package, buildings** (with an **accidental damage** option), legal expenses and home emergency cover.

If you have selected any of these options they will be marked on your policy schedule.

## All Sections

### Significant Features and Benefits

Your policy includes the following significant features and benefits, which are explained in detail in this policy booklet

- Claims service - available 24 hours a day, 365 days a year
- Monthly payment option.

### Significant and unusual exclusions or limitations

- You must comply with the conditions of the policy explained in the general conditions section of the policy booklet for cover to apply. These include your duty to take reasonable precautions to prevent loss and actions you must take as soon as you are aware of a possible claim under this policy. See also the general exclusions section of the policy booklet for those exclusions that apply to all sections

- You will have to pay the first part of most claims – this is known as an ‘**excess**’. For most claims the **excess** is £100, unless indicated otherwise on your policy schedule. An excess of £1,000 normally applies for subsidence under the **buildings** section
- Certain losses or damage if indicated on your policy schedule by **endorsement** or clause
- Damage caused directly by your pet animals or pet birds.

## Contents section

See Section 1 - **Contents** in policy booklet for details.

### Significant Features and Benefits

Up to £50,000 cover is provided for an extensive list of perils such as fire, storm, flood, theft, etc - see policy booklet.

If you have specified a different **contents sum insured** this will be shown on your policy schedule.

In addition cover is also provided for:

- **Contents** temporarily removed from the home (up to £5,000)
- **Accidental damage** to audio, video and computer equipment
- **Contents** in outbuildings up to **sum insured** (limited to £3,000 for theft) and in the garden (up to £500)
- Replacement locks if keys are stolen (up to £500)
- Spoilage of food in freezers (up to £400), unless indicated otherwise on your schedule
- Loss of heating fuel and metered water (up to £1,000)
- Alternative accommodation following an insured loss (up to £10,000)
- Your liability as occupier (up to £2,000,000), employer (up to £10,000,000) and tenant (up to £5,000).

With the **accidental damage** option all other **accidental damage** occurring in the **home**, unless indicated otherwise in your policy documents, is covered.

See Section 2 - Full **accidental damage** cover for **contents**, in policy booklet, for details.

### Significant and unusual exclusions or limitations

See Section 1 - **Contents** in policy booklet for details.

- No cover is provided for boats, boards or watercraft of any kind
- No cover is provided for items used for business or professional purposes
- No cover is provided for contents removed to accommodation whilst undertaking a university or college course
- Certain losses or damage when your home is unoccupied for more than 40 days in a row – for example if caused by theft, malicious acts, escape of water or heating oil, or to contents in the open (please check your Policy Schedule for your unoccupancy period)
- Theft or malicious damage caused by you or members of your household or which you might have prevented by taking reasonable care
- The cost of replacing any undamaged items, which form part of a set, collection, suite or item of a uniform nature - but wider cover is available under home and garden
- Loss or damage to **pedal cycles** in the open - but wider cover is available under **pedal cycles**
- Theft of **contents** temporarily removed from the **home**, unless by somebody using force and violence, or deception to enter a building - but wider cover is available under **personal possessions**
- **Accidental damage** to video cameras, mobile phones and portable computers or computer equipment – but wider cover is available under **personal possessions**
- Cover does not extend to all damage caused by subsidence
- Loss or damage to your Contents from any cause not listed in the policy booklet - but wider cover is available under the **accidental damage** option and the **personal possessions** section.

The following exclusions apply under the **accidental damage** option – see Section 2 extra **accidental damage** cover for **contents**, in policy booklet, for details.

- **Accidental damage** occurring outside the **home** – but wider cover is available under **personal possessions**
- Damage occurring when your **home** is lent, let or sub-let.

## Personal Possessions Section (optional)

See Section 3 - **Personal possessions**, in policy booklet for details.

### Significant features and benefits

This provides much wider cover than is otherwise available under the **contents** section for your clothing, **personal possessions**, **money** (up to £250) and **credit cards** (up to £1,000). Cover is provided for accidental loss or damage including losses away from **your home** anywhere in the world.

### Significant and unusual exclusions or limitations

- No cover is provided under this section for **pedal cycles**, skis, snowboards, water skis, sub-aqua equipment, camping equipment, riding tack, contact lenses, boats, boards and watercraft of any kind
- No cover is provided for musical instruments, photographic and sporting equipment when they are being used for business or professional purposes
- Cover can be provided for some of the items above, on request, for an additional premium
- Theft or malicious damage caused by **you** or members of **your household** or which **you** might have prevented by taking reasonable care
- Restrictions apply for theft from an unattended vehicle and a limit of £1,500 applies. See policy booklet for details
- The cost of replacing any undamaged items that form a part of a set, collection, suite or item of a uniform nature - but wider cover is available under home and garden
- Damage to sports racquets, sticks, bats and clubs while in play - but wider cover is available under sports package.

## Pedal Cycles Section (optional)

See Section 4 - **Pedal cycles** in policy booklet for details.

### Significant features and benefits

Loss or damage to **your pedal cycles** anywhere in the world up to the limit shown in **your schedule**.

### Significant and unusual exclusions or limitations

- No cover is provided for **pedal cycles** with a motor
- No cover is provided while the **pedal cycle** is being used for racing, pacemaking or trials
- Loss or damage caused by theft unless locked to an immovable object or in a locked building to which only **you** have access.

## Home and Garden Section (optional)

See Section 5 - Home and garden section in policy booklet for details.

### Significant features and benefits

- The cost of any undamaged items of **contents** forming part of a pair, set, suite or item of a uniform nature or design if replacements can't be matched or repair can't be carried out satisfactorily
- Increased cover for **contents** in **your** garden from £500 to £1,500
- Re-landscaping costs (up to £2,500) if **your** garden is damaged by fire, explosion, lightning, malicious acts, theft or attempted theft or being hit by vehicles, animals or aircraft.

### Significant and unusual exclusions or limitations

These are no significant or unusual exclusions or limitations.

## Sports Package Section (optional)

See Section 6 - Sports package section of policy booklet for details.

### Significant features and benefits

- Accidental death benefit if **you** die within 12 months solely as the result of a sporting injury
- Compensation for loss of use of sports club membership due to disability following a sporting injury
- The limits for theft from an unattended vehicle under the **personal possessions** section are increased
- The **personal possessions** section is extended to cover damage to certain sports equipment in use.

### Significant and unusual exclusions or limitations

- Accidental injury resulting from certain hazardous sports listed in the policy booklet.

## Buildings Section

See Section 7 - **Buildings** in **your** policy booklet for details.

### Significant Features and Benefits

Up to £500,000 cover is provided for an extensive list of perils such as fire, storm, flood, theft, etc. – see policy booklet.

If **you** have specified a different **buildings sum insured** this will be shown on your policy **schedule**.

In addition cover is also provided for:

- Alternative accommodation following an insured loss (up to 20% of **buildings sum insured**)
- **Accidental damage** to fixed glass and sanitary fixtures and underground services
- Your legal liability as owner of your **home** (up to £2,000,000). With the **accidental damage** option all other **accidental damage to your home**, unless indicated otherwise in **your** policy booklet, is covered.

See section 8 - Full **accidental damage** cover for **buildings**, in **your** policy booklet for details.

### Significant and unusual exclusions or limitations

- Damage caused by wet or dry rot
- Certain losses or damage when your home is unoccupied or unfurnished for more than 40 days in a row – for example if caused by theft, malicious acts, escape of water or heating oil (please check your Policy Schedule for your unoccupancy period)
- Certain loss or damage caused by **you**, members of **your** household, lodgers or tenants
- Liability as occupier of **your home** but this can be insured under the **contents** section
- Cover does not extend to all damage caused by subsidence – for example coastal and river erosion is excluded and there is no cover for damage to swimming pools, paths, patios etc. unless there is a valid claim for damage to the home itself
- Loss or damage to **your buildings** from any cause not listed in the policy booklet - but wider cover is available with the **accidental damage** option.

The following exclusions apply under the Accidental Damage Option - see Section 8 extra accidental damage cover for buildings, in policy booklet, for details.

- Loss or damage after building alterations, renovations, extensions or repairs;
- Loss or damage caused by faulty materials or design, or poor workmanship.

## Home Emergency Cover Section (optional)

See Section 9 - Home emergency, in the policy booklet, for details.

This covers **you** against emergency situations in **your home** including the failure of household services you rely on.

This cover is intended to complement **your** standard home insurance policy and provide assistance in dealing with the emergency itself.

### Significant Features and Benefits

**Your** cover includes the following features and benefits, which are explained in detail in **your** policy booklet.

- Emergency cover (any time from 29 days after the start of this section) for:
  - The loss of essential services to **your home**. Essential services being mains drainage to the boundaries of the **home**, water, electricity and gas within the **home** and the main source of heating or hot water where no alternative exists
  - Blockages in toilet waste pipes
  - Plumbing problems related to leaking pipes, blocked drains, water tanks or leaking radiators.
- Emergency helpline available 24 hours a day, 365 days a year
- Attendance by an approved contractor to carry out the necessary emergency repairs
- Up to £1,000 per incident to cover the cost of call out, repairs, labour and VAT
- Up to £100 per incident for towards overnight accommodation (including travel costs) if **your home** becomes uninhabitable as a result of the emergency
- No excess to pay.

### Significant and unusual exclusions or limitations

**Your** policy excludes some situations. Please refer to “What is not covered” in Section 9 of your policy booklet for full details, but the most significant or unusual exclusions are outlined below.

**Your** policy does not cover:

- Any loss or damage arising from circumstances that **you** were aware of at the time of taking out home emergency cover or any emergency which happens before the cover under this section starts or within 28 days of the start date of the cover under this section; it does not apply when **you**

renew **your** cover

- Any loss or damage caused by a boiler or heating system which has not been properly maintained or is over 15 years old
- The cost of replacing parts as a result of natural wear and tear or normal usage e.g. replacement fuses in plugs, tap washers, replacement cylinders and boilers
- Water-supply pipes outside the **home**
- Any damage or failure caused by malicious or wilful action, negligence, misuse, interference or faulty workmanship, including any attempted repair which does not meet industry standards.

## Legal Expenses Section (optional)

See the Legal Expenses section of your policy booklet for details:

### Significant features and benefits

Costs of legal action arising from:

- Your death or personal injury including as a result of medical negligence
- Loss or damage to your personal belongings following the above
- Your buying, selling or hiring goods or services for your private use where amount in dispute is at least £125
- Interference with your legal rights relating to your home including physical damage to your home
- Disputes relating to the sale or purchase of your main home
- Disputes with your landlord regarding your rental tenancy agreement
- Your contract of employment
- Interference with your rights under the Data Protection Act.

### Significant and unusual exclusions or limitations

The insurer will only cover claims:

- Which occur during the period of insurance
- Which have reasonable prospects of success
- Reported as soon as possible and within 180 days of the event giving rise to the claim
- Arising from a dispute regarding the sale or purchase of your main home or consumer disputes when you have continually held legal cover with either us or another insurer since the relevant agreement was made.

The insurer will not pay any costs incurred before your claim has been accepted or any costs if action has been taken prior to our agreement.

The insurer will not cover any claim arising from or relating to:

- A matter you should have realised might occur before entering this contract
- Death, personal injury or damage to property as a result of an accident involving a vehicle you were driving
- Gradually developing illnesses or bodily injury
- Building, re-building, extending or converting a building and planning laws
- Subsidence, heave, landslip, mining or quarrying
- Libel and slander
- Disputes between landlords and tenants relating to rent, services charges or renewal of the tenancy agreement
- Divorce, matrimonial, cohabitation, maintenance or custody matters.

### Duration of Policy

This policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your Policy Schedule) and as long as you continue to pay your premium.

### Right of Cancellation

You have the right to cancel your policy during a period of 14 days, from the date of purchase of your policy or the day on which you receive your policy documentation, whichever is the later, or 14 days from renewal of your policy.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the premium paid less a pro-rata amount representing the premium for the number of days in which cover was provided prior to cancellation.

If you cancel your policy outside the 14 day cooling off period, an additional fee of £26.25 (inclusive of Insurance Premium Tax where applicable) will be payable.

A full explanation of your cancellation rights can be found in your policy booklet

### How to Claim

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

For claims under all sections except legal expenses and home emergency telephone us on **0800 027 9844\***.

For claims under the legal expenses section telephone **0800 051 1711\*** quoting BARCFIN Master Certificate number XH/1/112.

For claims under home emergency telephone **0800 015 7054\***.

### Complaints

We hope that you will be very happy with the service we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance please write to us at PO Box 1436, Southampton, SO15 2UR or telephone us on **800 051 0694**.

We are covered by the Financial Ombudsman Service for complaints from private individuals, certain small businesses, charities and trusts. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action. Further details of our complaints procedure can be found in your policy booklet, or may be obtained from your insurance adviser or usual contact.

### Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time.

Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Gresham Insurance Company Limited is authorised and regulated by the Financial Services Authority. Registered in England No. 110410.

Registered Office: 8 Surrey Street, Norwich, Norfolk, NR1 3NG.

# Welcome to Your Finer Home Insurance Policy Booklet

## Helpful and important information about your insurance

- Insurance does not cover **your** property against everything that can happen so please read **your** policy carefully to make sure **you** understand what it covers and the limits which apply
- **Your** policy is intended to cover unforeseen events like fire or theft. It does not cover wear and tear and damage which happens gradually over a period of time which would normally be described as “maintenance”
- **Your** policy describes certain things which you are required to do to make sure that **your** policy cover operates fully, for example, **you** must:
  - tell **us** about changes which could affect your policy (see page 10)
  - make sure that **your** sums insured are high enough to cover the property to be insured (see pages 21 and 29)
  - take reasonable care of **your** property (see page 38)
- To help **you** prove any loss, **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help **you** with **your** claim.

## How to get help

### Instant reassurance from our claims service

As a Finer Home Insurance policyholder **you** benefit from a dedicated claims service, provided by Gresham Insurance Company Limited for Barclays customers. In the event of an incident call **our** claims line on:

**0800 051 0695.**

**Our** incident managers offer help and advice 24 hours a day, 365 days a year. There’s no need to fill out a claim form or arrange estimates, **we’ll** take care of all the arrangements and, provided the incident is covered, settle the bill (apart from the **Excess**) directly with the supplier. On occasions **we** may be unable to give immediate confirmation that the incident is covered under **your** policy. In this event, **we** will still assist **you** in organising repairs, but **you** will be responsible for any charges which are not covered under **your** policy.

Please have **your** policy number to hand when calling.

### Legal Expenses

If **you** have chosen Legal Expenses cover and would like free legal advice, or to make a legal claim, call: **0800 051 1711** quoting BARCFIN Master Certificate number XH/1/112.

### Home Emergency service

If **you** have chosen Home Emergency cover and would like to make a claim under this policy, call: **0800 015 7054.**

### Changes to your policy

If **you** have any questions, or want to make any changes to **your** policy, call customer services on: **0800 051 0694.**

### Telephone call recording

For **our** joint protection and training purposes, telephone calls may be recorded and/or monitored.

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Please read this policy booklet and the **schedule** enclosed carefully to make sure that **you** have the cover **you** need. **You** may not be covered by all sections and **your schedule** will detail the cover and limits applicable.

These are legal documents and should be kept in a safe place. **You** should return the **schedule** immediately if any details are not correct.

The **schedule** sets out the cover **you** have chosen. It is proof of **your** insurance and **you** may need it if **you** want to make a claim.

### Changes we need to know about

Please call customer services immediately if there are any changes to **your** circumstances which may affect this insurance.

For example:

- A change to the people to be insured
- If **your sum insured** levels are not enough
- If **your home** will be left **unoccupied** for more than 40 days in a row
- Cautions or criminal convictions of the people to be insured
- A change of use of **your home**, e.g. letting or partially letting the property, or using part of the property for business purposes.

Any change in circumstances may result in revised terms and conditions of this policy from the date of change. If **you** do not tell **us** about any change it may affect any claim **you** make.

### The contract of insurance

This policy is a contract of insurance between **you** and **us**.

**You** should read this policy, the information **you** have provided and the **schedule** together. These documents form the contract of insurance between **you** and **us**.

In return for **your** premium, **we** will provide the cover shown in the **schedule** during the **period of insurance**.

### Law applying to the contract

The law of England and Wales will apply to this contract unless:

- a) **you** and **we** agree otherwise; or
- b) at the date of the contract, **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Your Cancellation rights

**You** have the statutory right (under Financial Services Authority rules) to cancel **your** policy within 14 days from the date of purchase of **your** policy or the day on which **you** receive **your** policy documentation, whichever is the later, or 14 days from renewal of **your** policy.

If **you** wish to do so and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. If cover has commenced, **you** will be entitled to a refund of the premium paid less a pro-rata amount representing the premium for the number of days in which cover was provided prior to cancellation.

To exercise **your** right to cancel, please contact customer services on 0800 051 0694 or write to Customer Services, Barclays Home Insurance, PO Box 1436, Southampton, SO15 2UR.

If **you** do not exercise **your** right to cancel **your** policy, it will remain in force and **you** will be required to pay the premium.

For cancellation rights outside the cooling off period, please refer to the General conditions section of **your** policy booklet (see page 39, General condition 7)

### Administration Charge

**We** reserve the right to apply an administration charge of up to £12 (subject to insurance premium tax, where applicable) for any adjustments **you** make to **your** policy.

## Excess

Most claims carry an **excess** of £100. This means that, should **you** claim £1,000 for the loss of a ring for example, **you** must pay the first £100. The standard **excess** for subsidence claims is £1,000, unless shown otherwise on **your schedule**.

**You** may change the **excess** on **your** policy in return for an amendment in **your** premium. The **excess** relating to claims for food in **your** freezer, and for claims under the sports package section, will remain at £100 however. Please note that **you** may not vary **your** subsidence **excess**.

**Your schedule** will show the level of **excess** that applies to **your** policy.

## Unoccupancy Period

The standard unoccupancy period for Finer Home Insurance is 40 days. This means that, should **you** leave **your home unoccupied** for more than 40 consecutive days (without advising us in advance) **you** may not be fully covered by **your** policy.

If **you** would like to increase your unoccupancy period at any time please call us on **0800 051 0694**.

Please note that the unoccupancy period under the home emergency option may not be varied.

# Definitions

Wherever you see the following words or phrases shown in bold type, they will have the meanings given below:

## Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

## Appliance

Any electrical item or electrical part of an item.

## Buildings

**Your home**, swimming pools, patios, terraces, ornamental fountains and ponds, hardcourts, walls, fences, hedges, drives, footpaths, gates, landlord's fixtures and fittings, service tanks, drains, cesspits, septic tanks, pipes, cables or central-heating fuel tanks, unfixed fixtures and fittings in **your home** which are waiting to be fitted within **your home**.

## Contents

Household goods and **personal possessions** (including **money** and **valuables** up to the limit shown in **your schedule**) which:

- are **yours**;
- **you** are legally responsible for; or
- belong to domestic employees who live with **you**.

**Contents** include **home-working equipment** up to £5,000 (no one item can be worth more than £1,500) and **personal belongings** of visitors to **your home**, up to £350.

If **you** are not responsible for insuring the building, '**Contents**' includes fixtures, fittings and decorations that you are liable for because **you** are a tenant or because **you** own them.

## Credit and debit cards

Credit, cheque, debit, charge, bankers' and cash dispenser cards.

## Endorsements

Changes in the terms of your policy. These are shown in **your schedule**.

## Excess

The amount **you** will have to pay towards a claim.

## Home

The house or flat and its outbuildings at the address shown on **your schedule** and its garages (all used only for domestic purposes).

## Home-working equipment

Office furniture and office equipment, including computers, printers, typewriters, fax machines, photocopiers and answerphones all used for business or professional purposes.

## Motorised Vehicles

Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **your home**
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use)
- golf carts and trolleys; and.

## Personal Money

Cash, cheques, money orders, postal orders, current postage stamps (not part of a collection), National Insurance stamps, savings stamps or certificates, premium bonds, traveller's cheques, travel tickets, football season tickets, luncheon vouchers, gift tokens and phonecards, all held for social, domestic or charitable purposes.

## Pedal Cycle

Any **pedal cycle** which belongs to **you** and any accessories attached to it.

## Period of insurance

The period of time the insurance is provided for under this policy, as set out in the **schedule**, and any other period the policy is renewed for.

## Personal Possessions

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

## Schedule

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

## Sum insured

The amount shown in **your schedule** as the most **we** will pay for claims resulting from one incident.

## Unfurnished

Does not contain enough furniture for normal living.

**United Kingdom**

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

**Unoccupied**

Not lived in by **you** or any other person with **your** permission.

**Valuables**

Stamp, coin or medal collections, antiques (not including furniture), collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs.

**We, us, our**

Gresham Insurance Company Limited, unless otherwise stated in another policy section.

**You, your**

- The policyholder named in **your schedule**
- The husband or wife of the policyholder, or the policyholder's partner who lives at the same address as the policyholder and shares financial responsibilities.  
This does not include any business partners or associates
- Members of the policyholder's family who live with them permanently.

# Policy Cover Index

The sections below only apply if shown in **your schedule**.

Cover	Operative sections
Contents	Section 1
Full Accidental Damage Cover for Contents	Section 2
Personal Possessions	Section 3
Pedal Cycles	Section 4
Home and Garden	Section 5
Sports Package	Section 6
Buildings	Section 7
Full Accidental Damage Cover for Buildings	Section 8
Home Emergency	Section 9
Legal Expenses	Section 10

# Section 1- Contents

This section only applies when shown in your schedule.

## Part A

### Contents in your home

We will provide cover for loss of or damage to the **contents** in **your home** caused by the following.

1. a) Fire, explosion, lightning or an earthquake.  
b) Smoke.

We will not cover loss or damage which happens gradually.

2. Storm or flood.

We will not cover loss or damage which happens gradually.

3. a) Riot, civil unrest, strikes, or labour or political disturbances; and  
b) Malicious people or vandals.

We will not cover:

- loss of or damage to goods in freezers or fridges caused by a power cut brought on by a deliberate act, or by strikes by **your** power company or its employees;
  - damage which **you** have caused, allowed, might have prevented by taking reasonable care or not reported to the police; or
  - loss or damage caused by malicious people or vandals while **your home** has been **unoccupied** for more than 40 days in a row.
4. Collision with:
    - a) Aircraft or other flying objects or items dropped from them; or
    - b) Vehicles or animals (not including pet animals or pet birds).
  5. Water escaping from water tanks, pipes, fixed equipment or fixed heating installations.

We will not cover loss or damage which happens while **your home** has been **unoccupied** for more than 40 days in a row.

6. Heating fuel leaking from a fixed heating installation.

We will not cover loss or damage which happens while **your Home** has been **unoccupied** for more than 40 days in a row.

7. Theft or attempted theft from **your home** (including garages and outbuildings which belong to **your home** and are used only for domestic purposes). However, we will only pay up to the limit shown in **your schedule**.

We will not cover:

- theft by deception, unless deception is used only as a way to get into **your home**;
  - theft of cash, currency, notes, bank notes and stamps, unless someone has broken into or out of **your home** by using force and violence or deception;
  - theft if **you** live in a self-contained flat, and the theft is from any part of the building to which other people have access, unless someone has broken into or out of the building using force and violence or deception;
  - loss or damage which happens while **your home** has been **unoccupied** for more than 40 days in a row; or
  - loss or damage which **you** have caused, allowed, might have prevented by taking reasonable care or not reported to the police.
8. Damage caused by falling radio and television receiving aerials (including satellite dishes), their fittings and masts.

We will not cover damage to television receiving aerials, satellite dishes or their fittings and masts.

9. Damage caused by falling trees or branches.

10. Subsidence or heave of the land on which **your home** stands (or landslide).

We will not cover damage caused by riverbank or coastal erosion.

## Part B

### Temporary removal of contents

We will provide up to £5,000 of cover for loss of or damage to **contents**, by any of the causes listed in Part A, while temporarily removed from the **home** to:

- a) any bank or safe deposit or any private **home** or building **you** are living, employed or working in, in the **United Kingdom** or Republic of Ireland.
- b) anywhere else in the **United Kingdom** or Republic of Ireland.

We will not cover:

- loss or damage while **contents** have been removed to accommodation **you** are residing at whilst undertaking a university or college course (including non-term time)
- any amount which is more than the limits shown in **your schedule**
- more than £3,000 for property in outbuildings.

We will not cover under a):

- theft of **personal money**, unless someone has broken into or out of a building by using force and violence.

We will not cover under b):

- loss of or damage to property that is not in a building, caused by a storm or flood;
- loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception;
- loss or damage if **contents** have been removed for sale or exhibition, or placed in a furniture depository.

## Part C

**Accidental Damage to radios, television sets (including digital-satellite top boxes and satellite receivers) and games, recording and audio equipment, computers, mirrors and glass**

We will provide cover for **accidental damage** to the following.

1. a) Radios, television sets (including digital-satellite top boxes and satellite receivers), video players, television games, **home** computers, and recording and audio equipment in **your home**; or
  - b) Receiving aerials (including satellite dishes) fixed to **your home**; or
  - c) **home**-working equipment in the house or flat.

We will not cover:

- electrical or mechanical breakdowns;
- computers or computer equipment designed to be portable;
- radio transmitters and mobile phones;
- damage caused by wear and tear or loss of value;
- damage which happens gradually;

- damage caused by cleaning, washing, repairing or restoring;
- damage caused by fitting a battery incorrectly;
- damage to video cameras, recording tapes, discs or records; or
- damage caused directly by **your** pet animals or **your** pet birds.

2. Mirrors, plate-glass tops on furniture, fixed glass in furniture, and ceramic glass in cooker hobs in **your home**.

## Part D

**Contents in the garden**

We will provide cover, up to £500, for loss of or damage to **contents** by any of the causes listed under Part A which happen in the open within the boundaries of the land belonging to **your home**. This includes loss or damage in a carport.

We will not cover:

- loss or damage while **your home** is **unfurnished**;
- loss or damage where **your home** has been unoccupied for more than 40 days in a row; or
- loss of or damage to **pedal cycles**.

## Part E

**Stolen keys**

If the keys to the locks of outside doors or alarm systems or domestic safes fitted at **your home** are stolen, we will pay the cost of replacing the locks up to the limit shown in **your schedule**.

We will not pay if **you** have not reported the loss to the police.

## Part F

**Food in freezers**

We will provide cover for loss of or damage to goods stored in a freezer in **your home**, up to the limit shown in **your schedule**, if caused by:

- a) a rise or fall in temperature; or
- b) contamination by freezing agents.

We will not cover loss or damage caused by the deliberate act of **your** power company or its employees.

## Part G

### Loss of heating fuel and metered water

We will provide cover, up to the limits shown in **your schedule**, for accidental loss of:

- a) domestic heating fuel; and
- b) metered water.

## Part H

### Cost of alternative accommodation

If **your home** is damaged by any cause listed under Part A and **you** cannot live there, **we** will pay reasonable accommodation expenses for **you** and **your** domestic pets and horses, up to the limit shown in **your schedule**, until **your home** is fit to live in.

## Part I

### Occupier's personal and employer's liability

We will cover **your** legal liability for damages, costs and expenses if:

- a) anyone is injured or falls ill; or
- b) property is lost or damaged.

This cover applies to incidents which take place during the **period of insurance** in:

- the **United Kingdom**, Republic of Ireland, Channel Islands or Isle of Man; and
- the rest of the world for temporary visits.

We will not pay more than £2,000,000 for one incident unless the claim involves an employee being injured or falling ill while they are working for **you**. In this case **we** will pay up to £10,000,000.

We will also pay all **your** defence costs and expenses if **we** agree in advance

We will not cover liability in connection with the following:

- a) **You** owning or using a motor vehicle, or anyone using one for **you**. (This does not apply to motorised domestic gardening equipment used within the boundaries of the land belonging to **your home**, electrically-powered children's toys and wheelchairs.)
- b) Aircraft other than powered model planes with an engine capacity of under 10cc or a wing span of less than 1.88 metres (six feet), and non-powered model planes, unless the model planes are taking part in flying displays.
- c) Boats and boards designed to be used on or in water, other than those propelled by oars or paddles which are operated by hand or foot.
- d) **You** living in or occupying land or buildings other than **your home** or its grounds or any residential premises temporarily occupied for private purposes for more than 30 days in any one **period of insurance**.
- e) **You** owning land, **buildings** or other fixed property.
- f) Deliberate or malicious acts.
- g) HIV and HIV-related illnesses, including AIDS.
- h) Dangerous dogs as defined in the Dangerous Dogs Act 1991 or any later acts.
- i) Any agreement, unless **you** would have been liable without the agreement.
- j) Any trade, business or profession.
- k) Loss or damage to property which belongs to **you** or is in **your** care.
- l) **Your** physical injury or sickness.

In claims involving liability for physical injury to or sickness of an employee working for **you**:

- b), c), d), e), f), g), h) and j) will not apply; and
- a) will not apply unless cover or security is needed under any of the Road Traffic Acts.

## Part J

### Tenants' liability

We will provide cover up to £5,000 if **you** are legally responsible as a tenant for:

- a) loss of or damage to **your home** or **your** landlord's fixtures and fittings by any of causes 1 to 8 and 10 listed in Part A;
- b) accidentally broken fixed glass which forms part of the **buildings** (including glass in solar-panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns) and their fixtures and fittings; or
- c) **accidental damage** to cables or underground pipes providing services to or from the **buildings**, or septic tanks and drain inspection covers.

We will not cover loss or damage caused by:

- wear, tear, settlement or shrinkage, vermin, insects, fungus, the weather, or anything which happens gradually;
- faulty materials, design or workmanship;
- building work which involves alterations, renovations, extensions or repairs; or
- subsidence or heave of the land **your home** is on (or landslip).

We will also not cover loss or damage while **your home** is **unfurnished**.

## Part K

### Christmas gifts

We will increase the **sum insured** for **contents** by £3,000 for losses during December. This is to cover gifts and food bought for the Christmas season.

## Part L

### Wedding gifts

We will increase the **sum insured** for **contents** by £3,000 for losses during the 30 days before and 30 days after **your** wedding day.

## Part M

### Deeds

We will pay the cost of preparing new title deeds to **your home** (up to £500) if they are lost or damaged by any of the causes listed under Part A of this policy.

## Part N

### Fatal injury benefit

We will pay £5,000 if you die from fire or violence from thieves in **your home**. For us to pay a claim, **your** death must happen within three months of the incident.

## Part O

### Household Removals

We will provide cover for loss of or damage to **contents** while being moved by professional furniture removers from the **home** to **your** new permanent **home** (including temporary storage in a furniture depository for up to seven days in a row) in the **United Kingdom**.

We will not cover loss or damage to:

money, coins, jewellery, furs, items of gold or platinum, precious stones, securities (bonds and share certificates), stamps, deeds or documents of any kind.

## Part P

### Emergency access

We will provide cover for loss of or damage to **contents** following access to the **home** to deal with a medical emergency or to prevent damage to the **home**.

## General Exclusions – Contents

Under Section 1 – **Contents** we will not pay for:

- the **excess** shown in the **schedule**;
- property insured by any other policy;
- securities and documents of any kind other than title deeds;
- **motorised vehicles**, aircraft, boats, sail boards, surfboards, jet-skis, caravans, trailers, and parts and accessories of any of these;
- any item used for any business or professional purposes; and
- livestock and pets.

See also the Conditions on pages 21, the General exclusions on page 37, and the General conditions on pages 38 and 39.

## Section 2 - Full Accidental Damage cover for Contents

This section is only available when Contents cover has been selected, and only applies when shown in your schedule.

We will provide cover for accidental damage to the contents while in **your home**.

We will not cover:

- clothing, contact lenses, stamps, food in freezers and **pedal cycles**;
- damage caused by wear and tear, loss of value, the action of light, the weather, moths, vermin, infestation, damp, rust, wet or dry rot, or anything which happens gradually;
- damage caused directly by **your** pet animals or **your** pet birds;
- damage caused by cleaning, washing, repairing or restoring any item, electrical or mechanical breakdown, or indirect loss; or
- damage which is excluded anywhere else in the **contents** section beginning on page 15.

See also the General exclusions on page 37.

## Section 3 - Personal Possessions

This section is only available when Contents cover has been selected, and only applies when shown in your schedule.

This cover is for **personal possessions** as defined on page 12 (including clothing, jewellery, watches, furs, binoculars and musical, photographic and sports equipment) for loss or damage anywhere in the world.

This cover does not include:

- securities;
- furniture, furnishings, household goods and equipment;
- business goods and equipment;

- **motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers, and parts and accessories of any of these; or
- livestock and pets.

The following items are also excluded, but we can provide cover for these items for an extra cost. Please call us on **0800 051 0694**.

- Snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment, camping equipment and riding tack;
- Contact, corneal cap or micro lenses; and
- Electrically-powered children's toys.

We will not cover:

- the excess shown in **your schedule**;
- loss or damage caused by wear and tear, loss of value, cleaning, washing, repairing or restoring any item, the action of light or weather conditions, moth, vermin or anything which happens gradually;
- damage to sports racquets, sticks, bats and clubs while in use;
- items held by customs or other officials;
- electrical or mechanical breakdown;
- indirect loss resulting from a previous loss;
- civil unrest outside the **United Kingdom**, other western European countries, and the continents of America and Australasia;
- business or professional use of musical instruments, photographic and sporting equipment and accessories;
- any loss or damage covered by another policy;
- theft from an unattended vehicle other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a locked vehicle which has been broken into by using force and violence (**we** will also not pay more than £1500 for any one incident); or
- theft, attempted theft or malicious damage caused or allowed by **you**, or which **you** might have prevented by taking reasonable care.

Cover is provided for **personal money** up to the limit shown in **your schedule**.

Cover is also provided for **credit** and **debit cards** held for social, domestic or charitable purposes up to the limit shown in **your schedule**. **credit** and **debit cards** are only insured against loss if they are used by someone without your permission following loss or theft.

**We** will also cover any costs **we** have agreed to in writing before the **credit card** company has received notice of the loss, as long as **you** keep to the terms of your **credit card** agreement.

**We** will not cover:

- loss caused by mistakes;
- losses not reported to the police; or
- losses of **credit cards** not reported to the card company within 24 hours of discovering it.

**We** will not pay for:

- any **excess** shown in **your schedule**; or
- any **pedal cycle** with a motor.

See also the General exclusions on page 37 and the General conditions on pages 38 and 39.

## Section 4 - Pedal Cycles

**This section is only available when Contents cover has been selected, and only applies when shown in your schedule.**

**We** will provide cover for loss of or damage to **your** pedal cycles up to the limit shown in **your schedule**.

**We** will not cover loss or damage:

- while the **pedal cycle** is being used for racing, pacemaking or trials;
- caused by theft, unless the **pedal cycle** is in a locked building to which only **you** have access or has been attached to something which will not move and has been made secure by a security device.

# Conditions

These conditions apply to sections 1 to 4.

## 1. The sum insured

The **sum insured** under **your** policy must be at least equal to the full cost of replacing the property. This does not apply to clothing and household linen, where **we** will make an allowance for wear and tear and loss of value. **You** must tell **us** if the sums insured are not enough.

Otherwise **you** may find that **you** do not have enough cover.

## 2. Settling claims

**We** choose to settle a claim by either repairing or replacing property, or by making a payment.

If **we** can replace property, any payment will be limited to the cost of replacement by **our** preferred supplier.

**We** will not pay more than the **sum insured** for all claims relating to one incident under Parts A to F of section 1 and under section 2.

**We** will not reduce the **sum insured** after settling a claim.

### Valuables

**We** will not pay more than the limits shown in **your schedule** for **valuables**.

### Wear and tear

**We** will not take off an amount for wear, tear or loss of value, except for clothing and household linen.

If property does not belong to **you** or **your** domestic employees who live with **you**, **we** will take off an amount for wear and tear or loss of value, unless **you** or they are legally responsible for the cost of replacing the item as new under the terms of an agreement.

### Pairs, sets and suites

**We** will not pay for the cost of replacing any undamaged items which are part of:

- a set (other than a pair);
- a suite; or
- any other item of a uniform nature, design or colour, including carpets;

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

## 3. Index linking

**We** may increase the sums insured shown in **your schedule** to allow for increases in the cost of living in line with the retail prices index. **We** may do this and update **your sum insured** when **your** policy is due for renewal.

This does not apply to clothing, **personal possessions**, money, **credit cards** or **pedal cycles**.

The new sums insured and renewal premium will be shown on **your** renewal notice. **We** will not reduce the sums insured if the retail price index falls.

## 4. Items worth more than our single article limit

To be able to claim for an item valued at more than the single article limit shown in **your schedule**, **you** will need to ask **us** to specify it separately in **your schedule**. **We** will ask **you** to provide proof of the item's value when making **your** claim.

**We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards, to help **you** do this.

## 5. Joint policyholders

If there are two policyholders named on the policy, either can amend the policy or make a claim. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person or in writing from the executors of that person (if he or she has died).

See also the General conditions on pages 38 and 39.

## Section 5 - Home and Garden

This section is only available when Contents cover has been selected, and only applies when shown in your schedule.

### Part A

#### Garden cover

If **your** garden is damaged by:

- a) fire, explosion, lightning, malicious people or vandals, riot, theft or attempted theft; or
- b) collision with vehicles, animals or aircraft or other flying objects or items dropped from them.

We will pay up to £1,500 for garden **contents** and the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

### Part B

#### Pairs, sets and suites

We will pay for the cost of any undamaged items of **contents** forming part of a pair, set, suite or other item of a uniform nature or design, when:

- insured damage happens to a specific part or within a clearly identifiable area;
  - replacements cannot be matched; or
  - repair cannot be carried out satisfactorily.
- a) The most **we** will pay for **contents** (other than **valuables**) is the **sum insured** shown on the **schedule**.
  - b) The most **we** will pay for **valuables** is the single article limit shown on the **schedule** (except for **valuables** specified under the **contents** section, where the most **we** will pay is the **sum insured** shown against each item).

If **we** ask, you must give **us** any undamaged parts of the pair, set, suite or other item.

## Section 6 - Sports Package

This section is only available when Contents cover has been selected, and only applies when shown in your schedule.

### Definitions

Wherever you see the following words or phrases shown in bold type, they will have the meanings given below.

These definitions apply in addition to those shown on page 11.

#### Accidental injury

Accidental injury (including exposure to the weather), but not including any sickness, disease, gradual cause, naturally occurring condition, or medical disorder.

#### Child, children

**Your** unmarried, dependent children (including stepchildren and legally adopted children) who are all permanently living with **you**.

### Cover

#### Part A

##### Accidental death benefit

We will pay £15,000 (£2,500 for **children**) if, during the **period of insurance** you suffer accidental injury while taking part in a sporting activity which is the only cause of and results in **your** death within 12 months of the date of the injury.

#### Disappearance

If, after **we** have examined all the available evidence, **we** are satisfied **your** disappearance is the result of an accident and that **you** can be presumed dead, **we** will pay the death benefit. If at any time after **we** have paid the death benefit **you** are found to be living, the payment must be refunded to **us**.

**We** will not cover:

**Accidental injury** caused by or resulting from:

- taking part in any professional sport or activity;
- **you** serving on active duty in any armed force;
- suicide or intentional self-injury;
- flying as a pilot or crew member of any aircraft;
- alcohol or drugs taken by **you** (apart from drugs taken under medical supervision, but not for treating drug addiction); or

- taking part in the following sports or activities:
  - Flying (other than as a passenger on a scheduled or chartered aircraft) and gliding;
  - Parachuting;
  - Mountaineering where ropes or guides are normally used;
  - Racing of any kind (but not while on foot);
  - Any diving below a depth of 30 metres; or
  - Sailing beyond 12 miles from the coastline.

See also the General exclusions on page 37.

## Part B

### Sports club membership – loss of use

We will make a proportionate payment of the yearly club membership fees and subscriptions for each week **you** are disabled (up to £500 for any one accident) if, during the **period of insurance**, **you** suffer accidental injury resulting in total disablement which entirely prevents **you** from taking part in any sport **you** normally play or take part in at or for a club **you** are a fully paid-up member of.

We will not cover:

**Accidental injury** caused by or resulting from:

- taking part in any professional sport or activity;
- **you** serving on active duty in any armed force;
- flying as a pilot or crew member of any aircraft;
- alcohol or drugs taken by **you** (apart from drugs taken under medical supervision, but not for treating drug addiction);
- taking part in racing by horse, motor or motorcycle;
- mountaineering where ropes or guides are normally used; or
- flying (unless travelling only as a passenger).

The first four weeks of each period of disablement.

Any physical defect, infirmity, medical condition or chronic (long-lasting) or recurring sickness which existed at or before the start date of this insurance, unless **you** told **us** about it and **we** have accepted it.

## Conditions that apply to Part B only

### 1. Paying benefit

We will pay benefit when the total amount, at the end of any one period of disablement, has been agreed. We will need to see medical evidence, proof of membership and invoices for subscriptions or fees **you** pay, and any other information we may ask **you** for.

### 2. Period of payment

We will pay benefit for up to 52 weeks for any period (or periods) of disablement resulting from any one accident. We will work out benefit from the 29th day of disablement, up to £500 for any one accident.

### 3. Releasing our liability

We will pay benefit to **you**. When **you** have received this, our liability to **you** will end.

See also the General Conditions on page 38 and 39.

### Settling claims

If we ask for any medical certificates and other evidence we may need, **you** must send these to **us**. **You** will have to pay the costs of doing this.

We will not pay interest on any claim if there is a time delay between **your** death and the payment of the benefit.

We will only pay the accidental death benefit to **your** legal representative. When they receive the benefit, our liability will end.

### Age limits

Cover under Parts A and B is provided for:

- **children** from the age of six months (up to the end of the **period of insurance** during which they reach 20); and
- **you** (other than children) up to the end of the **period of insurance** during which you reach 75.

## Part C

### Theft from unattended road vehicles

The cover provided by the **personal belongings** section for theft from a securely-locked vehicle which has been broken into by using force and violence is extended as follows:

The most we will pay for any one incident is:

- £2,500 from a locked and concealed boot, concealed luggage compartment or closed glove compartment;
- £1,000 from elsewhere inside the vehicle; or
- £2,500 in total.

We will not pay for:

- the first £100 towards a claim (**excess**).

## Part D

### Accidental damage to sports equipment

The **personal belongings** section is extended to cover damage to sports racquets, sticks, bats, and clubs while in use.

- a) The most we will pay for any one incident is £500.
- b) The most we will pay in each **period of insurance** is £1,500.

We will not pay for:

- the first £100 towards a claim (**excess**).

This section only applies when shown in **your schedule**.

## Section 7 - Buildings

This section only applies when shown in your schedule.

### Part A

#### The buildings

We will provide cover for loss of or damage to the buildings caused by the following:

1. a) Fire, explosion, lightning or an earthquake.  
b) Smoke.

We will not cover loss or damage which happens gradually.

2. Storm or flood.

We will not cover:

- loss or damage caused by frost;
  - loss of or damage to fences, gates and hedges; or
  - loss or damage which happens gradually.
3. a) Riot, civil unrest, strikes or labour or political disturbances.  
b) Malicious people or vandals.

We will not cover:

- loss or damage caused by malicious people or vandals while **your home** is **unoccupied** or **unfurnished** for more than 40 days in a row; or
  - loss or damage which **you** or **your** lodgers or tenants have caused, allowed or might have prevented by taking reasonable care.
4. Collision with:
    - a) aircraft or other flying objects or items dropped from them; or
    - b) vehicles or animals.
  5. a) water escaping from water tanks, pipes, fixed equipment or fixed heating installations.  
b) water freezing in tanks, equipment or pipes.

We will not cover:

- loss or damage caused by chemicals or chemical reaction;
- loss or damage while **your home** is **unoccupied** or **unfurnished** for more than 40 days in a row; or
- subsidence, heave or landslip caused by escaping water.

6. Heating fuel leaking from a fixed heating installation.

We will not cover loss or damage while your home is **unoccupied** or **unfurnished** for more than 40 days in a row.

7. Theft or attempted theft.

We will not cover:

- loss or damage while **your home** is **unoccupied** or **unfurnished** for more than 40 days in a row; or
  - loss or damage which **you** or **your** lodgers or tenants have caused, allowed or might have prevented by taking reasonable care.
8. Falling radio and television-receiving aerials (including satellite dishes), their fittings and masts.
  9. Subsidence, heave or landslip of the land on which the **buildings** stand.

We will not cover:

- the excess shown in **your** schedule;
- damage to swimming pools, hard courts, terraces, patios, drives, footpaths, walls, gates, fences or hedges, unless **we** also accept a claim for similar damage to **your home**;
- damage if **you** know that any of the property on the site has already been damaged by land movement and **you** have not told **us** about it;
- damage caused by coastal erosion;
- damage to solid floors caused by materials settling, faulty materials or poor workmanship;
- damage caused by normal settlement or shrinkage, or by newly made-up ground moving; or
- damage caused by chemicals or chemical reaction.

10. Damage caused by falling trees or branches.

We will not cover:

- damage to trees; or
- the cost of removing fallen trees or branches.

If **we** accept a claim under Part A, **your** cover will also include the following:

- a) Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes.

We will not cover any fees for preparing **your** claim.

- b) The cost of removing debris, or demolishing or propping up the damaged parts of the **buildings**.

(We must agree to these costs in advance.)

- c) The cost of meeting building regulations or municipal or local authority bylaws.

We will not cover any costs resulting from a notice served on **you** before the date of the loss or damage.

- d) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.

## Part B

### Loss of rent and cost of alternative accommodation

If **your home** is damaged by any cause listed under Part A and is not fit to live in, **we** will pay the ground rent **you** would have to pay, for up to two years.

We will also pay:

- a) for **your** loss of rent; or
- b) reasonable accommodation expenses,

Up to the limit shown in **your** schedule, until **your home** is fit to live in.

## Part C

### Damage to services

We will provide cover for **accidental damage** to the following.

- Cables or underground pipes which you are legally responsible for and which provide services to or from the **buildings**;
- Septic tanks and drain inspection covers which **you** are legally responsible for;
- We will also pay up to a limit of £1,000 for breaking into and repairing an underground pipe for which **you** are legally responsible, and which provides services to or from the **buildings**, where this is essential to clear a blockage.

We will not cover loss or damage caused by:

- wear and tear, settlement or shrinkage, vermin, insects, fungus, weather conditions, or anything which happens gradually or where there is no damage to the material of the pipe;
- using faulty materials, faulty design or poor workmanship;
- building alterations, renovations, extensions or repairs; or
- subsidence, heave or landslip.

## Part D

### Fixed glass and sanitary fittings

We will provide cover for **accidental damage** to fixed glass and sanitary fittings which form part of the **buildings**. This includes glass in solar-panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings).

We will not cover damage:

- while **your home** is **unoccupied** or **unfurnished** for more than 40 days in a row; or
- caused directly by **your** pet animals or **your** pet birds.

## Part E

### Emergency access

We will provide cover for damage to the **home** caused by forced access to deal with a medical emergency or to prevent damage to the **home**.

## Part F

### Tracing and accessing leaks

If the **buildings** are damaged due to water escaping from water tanks, pipes, fixed equipment or fixed heating systems in the **home**, **we** will pay the reasonable cost of removing and replacing any other part of the **buildings** necessary to find and repair the source of the leak and making good. **We** will not pay more than £5,000 for any one incident.

## Part G

### Your liability to the public

We will cover **your** legal liability as owner of the **buildings** for damages, costs and expenses if:

- anyone is accidentally injured or falls ill; or
- property is accidentally lost or damaged.

This cover applies during the **period of insurance** to:

- the **buildings**; and
- any **home** you used to live in.

(In this latter case cover only applies to **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.)

If the **buildings** section of this policy ends, we will continue to provide cover for liability under the Defective Premises Act for seven years.

We will not pay more than £2,000,000 for one incident.

We will also pay all **your** defence costs and expenses if we agree in advance.

We will not cover:

- **your** liability as occupier of the **buildings**;
- someone being injured or falling ill while they are working for **you**;
- loss of or damage to property which belongs to **you** or is in **your** care;
- liability in connection with a motor vehicle licensed for road use and for which **you** need a certificate of motor insurance;
- liability under any agreement unless **you** would have been liable without the agreement;
- liability in connection with **your** business or profession; or
- liability covered by other insurance.

## General Exclusions

### Buildings

Under the **buildings** section 7 (A to D), we will not pay for:

- the **excess** shown in the **schedule**; or
- damage caused by wet or dry rot.

See also the General exclusions on page 37 and the General conditions on pages 38 and 39.

### Important note

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

If **you** are both the owner and the occupier of the building, please remember that this **buildings** insurance does not cover **your** legal liability as the occupier of the **home** or its land.

To protect yourself, **you** will need to arrange **contents** insurance which provides occupier's liability cover.

## Section 8 - Full Accidental Damage cover for Buildings

This section is only available when Buildings cover has been selected, and only applies when shown in your schedule.

We will provide cover for all other **accidental damage** or destruction of the **buildings** not covered by section 7 of this policy.

We will not cover:

- loss or damage caused by wear and tear, settlement and shrinkage, vermin, insects, fungus, weather conditions, or any damage which happens gradually;
- loss or damage caused directly by **your** pet animals or **your** pet birds;
- loss or damage caused by faulty materials or design, or poor workmanship;
- loss or damage after building alterations, renovations, extensions or repairs;
- loss or damage excluded in other parts of the **buildings** section;
- maintenance and normal redecoration costs; or
- loss or damage caused by subsidence, heave or landslip.

# Conditions

These conditions apply to sections 7 and 8.

## 1. The sum insured

You must tell us if the **sum insured** shown in **your schedule** is not enough to cover the full cost of rebuilding **your home**. This must include demolition, and architects' and surveyors' fees.

If **you** have provided the **sum insured** shown on **your schedule**, or if the **schedule** states 'Overall limit of £500,000 applies', we will not pay more than this amount for any claim.

## 2. Index linking

We may increase the **sum insured** in line with increases in the house rebuilding cost index drawn up by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. We may do this and update **your sum insured** when **your policy** is due for renewal. The new **sum insured** and renewal premium will be shown on **your renewal notice**.

We will not reduce the **sum insured** if the house rebuilding index falls. We will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

## 3. Settling claims

We can choose to settle **your claim** by replacing, reinstating, repairing or by payment. If we are able to replace property payment will be limited to the cost of replacement by **our preferred supplier**.

What **we** will pay:

The most **we** will pay for loss or damage arising out of one incident is the **buildings sum insured** shown in the **schedule**.

We will not pay for any reduction in the market value of the **home** after the damaged parts of the **home** have been replaced, reinstated or repaired.

We will not reduce the sum (or sums) insured by the amount paid under any claim.

## Pairs, sets and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair);
- a suite; or
- any other item of a uniform nature, design or colour.

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

## 4. Rebuilding cost guarantee

The basis of claims settlement for **buildings** will be as detailed in 3 (Settling claims) with no deduction for wear and tear, even if at the time of damage the **sum insured** is less than the cost of completely rebuilding the **home** in its original form, size and condition as when new, provided that:

- a) the property is mortgaged to either Barclays Bank plc or Woolwich ('The Banks');
- b) the property was first mortgaged to either of 'The Banks' on or after the 1st January 1981, or was first mortgaged to either of 'The Banks' before 1st January 1981 but has been re-valued by them since that date;
- c) the initial **buildings sum insured** did not exceed £500,000;
- d) the **buildings** are not a flat or maisonette in a block more than two storeys high;
- e) the **sum insured** at the commencement of cover (or at the time of re-valuing for a property first mortgaged before 1st January 1981) was assessed by 'The Banks' valuers using methods approved by 'The Banks';
- f) the **sum insured** has, since commencement of cover, been subject to inflation protection;
- g) any extension, modifications or improvements to the **buildings** have been notified to us and the **sum insured** increased accordingly and that the other Settling Claims Conditions are complied with.

## 5. Selling your home

If **you** exchange contracts to sell any building insured by this policy and the building is destroyed or damaged before the sale has been completed, the person **you** are selling to will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if the person **you** are selling to has arranged other insurance.

# Section 9

## - Home Emergency

This section only applies when shown in your schedule.

This covers **you** against emergency situations in **your home** including the failure of household services **you** rely on.

This policy is intended to complement **your** standard **home** insurance policy and provide assistance in dealing with the emergency itself.

Home Emergency cover is arranged by **Norwich Union Insurance Services Limited**, Registered in England No. 2180191. Registered Office: St Helen's, 1 Undershaft, London EC3P 3DQ. A member of the Aviva group. Authorised and regulated by the Financial Services Authority. Claims are handled by Homeserve Claims Management Limited and the insurer is Inter Partner Assistance SA.

### Definitions

All definitions at the front of the policy also apply to this section, unless a different definition is shown here.

Any definition shown here only applies to this section. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply.

### Claims Administrators

Homeserve Claims Management Limited, Registered in England No. 3913960. Registered Office: Cable Drive, Walsall, West Midlands WS2 7BN.

### We, Us, Our

Inter Partner Assistance SA, Registered No. FC008998. Registered UK Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Authorised by the Commission Bancaire, Financière et des Assurances (the Banking, Finance and Insurance Commission) in Belgium and regulated by the Financial Services Authority in the **United Kingdom**.

### Approved Contractor

A tradesperson authorised in advance to carry out repairs.

### Property

**Your** principle permanent place of residence in the **United Kingdom**, comprising private dwelling, attached garage and outbuildings which are built of standard construction (brick, stone or concrete walls with slate or tile roof ) and used for domestic purposes only.

### Emergency

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

1. Exposes **you** or a third party to a risk to health or;
2. Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or;
3. Renders the **property** uninhabitable.

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

### Essential Services

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

### Emergency Repairs

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

### Temporary Repairs

A repair that will resolve an **emergency** but will need to be replaced by a **permanent repair**.

### Permanent Repair

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

## Home Emergency – What is covered

We will cover the following emergencies:

- Plumbing problems related to leaking pipes, blocked drains, water tanks, or leaking radiators;
- A smashed toilet bowl or cistern or breakage of the cistern internal mechanism which prevents flushing and creates an **emergency**;
- Central heating or boiler failure;
- Gas or electricity failure within the property;
- Hot water failure;
- Vermin such as rats, mice, or wasps and hornets nests inside the **property**;
- Garage door failure presenting a security risk to the **property**.

## Home Emergency – What is not covered

We will not cover:

- Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary-ware;
- Burst or leaking flexible hoses or leaking washing appliances that are fitted with a stop tap;
- External water supply pipes;
- Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months;
- Boilers over 15 years old;
- Replacement of light bulbs and fuses in plugs;
- Breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
- Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems;
- Any form of warm air or solar heating systems; or
- Boilers in excess of 250,000 BTU's or 60 Kilowatts.

### Cover Exclusions

The following are excluded from this section of insurance:

- Loss of keys required to access the **home** or outbuildings;
- Vermin outside the main dwelling, e.g. in garages and other outbuildings, in the absence of the main dwelling also being affected at the same time;
- Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather;
- Broken or damaged windows and doors presenting a security risk to the **property**.

**We** will not be liable for any of the following:

- Any loss, damage, failure, leakage, blockage or infestation occurring before **your** cover commenced or within 28 days from the start date of this insurance;
- The cost of replacement parts due to natural wear and tear;
- Loss or damage however caused to personal items like paintings, electrical goods, jewellery, clothing, etc;
- Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility

company concerned or any equipment or services which are the responsibility or property of the utility company;

- Any cost relating to the attempted repair by **you** or **your** own contractor;
- Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards;
- Any **emergency** in a **property** that has been **unoccupied** for more than 40 consecutive days;
- Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion;
- Any loss or damage arising as a consequence of:
  - War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; or
- Any loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

### General Conditions

1. No costs for repairs are payable under this insurance, unless **we** have been notified by **you**, or a person calling on **your** behalf, through the 24-hour claims service telephone number provided and have authorised an approved contractor in advance.
2. **You** must always quote **your** policy number when calling for help and provide any other information as **we** may reasonably request. **You** may also be required to produce such identification and/or proof on the demand of the contractor or **our** other nominated agent.
3. The maximum that **we** will pay under this insurance in any rolling 12 month period is either £1,500 (including VAT) or six separate claims totalling no more than £1,500 whichever applies first.

4. If any claim is in any respect fraudulent, or if any fraudulent means or device is used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **we** will not pay the claim and all cover under this insurance will cease immediately.
5. If any loss, damage or expense covered under this insurance is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
6. This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time.
7. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

### How to make a claim

If **you** suffer an emergency at **your property**, please call: **0800 015 7054\***.

This service operates 24 hours a day, 365 days a year and is provided by Homeserve Claims Management Limited on **our** behalf. You should have the following information available upon request:

- **Your** name and postcode,
- **Your** policy number,
- An indication as to the nature of the problem.

**We** will then:

- advise **you** how to protect yourself and the **property** immediately;
- organise and pay up to £1,000 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**
- In the event of the **property** becoming uninhabitable and remaining so overnight, **we** shall at **your** request arrange and pay up to £100 including VAT in total for:
  - a) **your** overnight accommodation; and/or
  - b) transport to such accommodation.

Usually, it will only take a few minutes to obtain appropriate details from **you** and agree the action necessary to assist **your emergency**.

\*To make sure **we** maintain a high quality service **we** may monitor or record phone calls.

## Section 10 - Legal Expenses

**This section only applies when shown in your schedule and when the relevant premium has been paid.**

### Making a Claim

**We** will give **you** confidential advice over the telephone on any personal legal matter under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

**We** will tell **you** what **your** legal rights are, what course of action is available to **you** and whether these can be best implemented by **you** or whether you need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice or making a claim

**Call us on 0800 051 1711**

As soon as **you** are aware of an **event**, **you** should get legal advice from the helpline without delay. Please have **your** policy number to hand as this will be requested when **you** call.

### Definitions

Wherever the following words or expressions appear in **bold**, they have the meaning given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply.

### Appointed representative

The lawyer or other suitably qualified person appointed by us to act on your behalf.

### Costs and expenses – up to the limit of indemnity:

- a) all reasonable and necessary legal costs charged by the appointed representative and agreed by us.
- b) Legal costs which you have been ordered to pay by a court or other body which we have agreed to or authorised.

### Event

The first incident which, in our reasonable opinion, could lead to a claim being made under this section of the policy. In disputes about loss of employment, event means the date the law says your contract of employment comes to an end.

### Home

The policyholder's permanent private residence as shown in the schedule, within the territorial limits.

### Legal proceedings

Legal proceedings:

- a) for the pursuit or defence of a claim for damages
- b) specific performance
- c) injunction

dealt with by:

- negotiation
- a civil court
- a tribunal
- arbitration
- any other body

which we have agreed to or authorised

### Limit of indemnity

The maximum amount shown in the schedule which we will pay for an event. We will treat all events that are linked by cause or time as one event.

### Period of insurance

The period of your legal expenses cover, as set out in the schedule, which is not more than 12 calendar months.

### Prospects of success

In respect of all claims it is always more likely than not that you will

- a) recover damages or obtain any other legal remedy which we have agreed to
- b) make a successful defence
- c) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by us or an appointed representative on our behalf.

### Territorial limits

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

### We, Our, Us

Gresham Insurance Company Limited.

### You, Your

- The policyholder named in the schedule who lives permanently in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- The husband or wife of the policyholder or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- Members of your family who live with you permanently.

### Cover

We will insure you for any costs and expenses incurred in respect of legal proceedings following an insured incident provided that

- a. the insured incident occurs within the territorial limits and period of insurance
- b. any legal proceedings will be conducted within the territorial limits
- c. Prospects of success exist for the duration of the claim
- d. in respect of any appeal or defence of an appeal, it has been reported to us at least 10 working days prior to the deadline for any appeal
- e. the maximum amount we will pay for costs and expenses in respect of any or all claims arising from one cause is the amount shown in your schedule

- f. **You** report an insured incident to **us** as soon as possible and in any event no later than 180 days after the date **you** knew or should have known about the insured incident.

## Insured incidents

### 1. Personal Injury

- a) An **event** which causes death or bodily injury to **you**
- b) Physical damage to **your personal possessions** due to an **event** which caused death or bodily injury to **you**

**We** will not cover any claim relating to

- a motor vehicle whilst **you** are driving
  - any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- c) Medical treatment which causes death or bodily injury to **you**.

### 2. Consumer disputes

- a) A dispute regarding an agreement for the
- sale
  - purchase
  - hire

of any goods or services by **you** in a personal capacity.

**We** will not cover any claim:

- where the amount in dispute is less than £125
  - where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously since the agreement was made
  - in relation to extending, altering or renovating buildings or parts of them
  - relating to a dispute regarding the cover, claims process or settlement under an insurance policy other than catered for under section condition 6 and 7 of this section.
- b) A breach of **your** legal rights under section 13 of the Data Protection Act 1998

### 3. Property Disputes

- a) A dispute relating to:
- the interference of **your** use, enjoyment or right over **your** home
  - physical damage to your home.

**We** will not cover any claim:

- in relation to extending, altering or renovating buildings or parts of them
  - relating to subsidence, heave, landslip, mining or quarrying
  - relating to planning law including town and country planning legislation
  - in respect of the defence of a claim relating to damage to **your** home, other than defending a counter-claim
- b) A dispute regarding an agreement for the sale or purchase of **your** main private residence

**We** will not cover any claim:

- where the agreement was made prior to the inception of this section unless **you** have held this or equivalent cover with **us** or another insurer continuously since the agreement was made
- c) A dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent **your** home

**We** will not cover any claim:

- relating to rent, service charges or renewal of the tenancy agreement
- in respect of the defence of a claim other than defending a counter-claim.

### 4. Employment Disputes

A dispute with **your** employer regarding **your** contract of employment or a breach of **your** legal rights under employment laws.

**We** will not cover any claim relating solely to personal injury.

### Section Exclusions

The cover under this section will not apply in the following circumstances.

Also refer to the general exclusions shown at the back of this booklet.

- a) If **you** do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if **you** can claim under another policy
- b) **Cost and expenses** incurred prior to **our** written acceptance of a claim
- c) Any legal action **you** take which **we** have not agreed to or where **you** do anything to hinder us or the **appointed representative**
- d) Any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority
- e) Any claim deliberately or intentionally caused by **you**
- f) Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters
- g) Any claim in respect of libel and slander
- h) A dispute with **us** other than as catered for in section conditions 6 and 7 of this section
- i) Any claim relating to work by or under the order of government, public or local authority
- j) An application for judicial review
- k) Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

### Section conditions

The following conditions apply to this section.

Also refer to the general conditions shown at the back of this booklet.

#### 1. Claims – your duty

**You** must report an **insured incident** to **us** as soon as possible and in any **event** no later than 180 days after the date that **you** knew or should have known about the **insured incident**.

#### 2. Claims – legal representation

- a) On acceptance of a claim, if appropriate, **we** will appoint an **appointed representative**.
- b) If it is necessary to start court proceedings or there is a conflict of interest, **you** are free to nominate an **appointed representative** by sending to **us** the name and address of the suitably qualified person.
- c) If **we** do not agree to **your** choice of **appointed representative** under condition 2b above, **you** may choose another suitably qualified person.
- d) If there is still a disagreement with regard to the **appointed representative**, **we** will ask the president of a relevant national law society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- e) In all other circumstances **we** will be free to choose an **appointed representative**.
- f) An **appointed representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment.

#### 3. Claims – our rights and your obligations

- a) **We** will have direct access to the **appointed representative** who will, upon request, provide **us** with any information or opinion on **your** claim.
- b) **You** must co-operate fully with **us** and the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
- c) At **our** request **you** must give the **appointed representative** any instructions that **we** require.
- d) **You** must notify **us** immediately if anyone offers to settle a claim or makes a payment into court.
- e) If **you** do not accept the recommendation of the **appointed representative** to accept a reasonable offer or payment into court to settle a claim, **We** may refuse to pay further **costs and expenses**.
- f) No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.

#### 4. Discontinuance of a claim

If you

- a) settle a claim or withdraw a claim without **Our** prior agreement
- b) do not give suitable instructions to the **appointed representative**
- c) dismiss an **appointed representative** without **our** prior consent

the cover **we** provide will end immediately and **we** will be entitled to reclaim any **costs and expenses** we have incurred from you.

#### 5. Recoveries

You must take every available step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

#### 6. Disputes

If any difference arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the steps outlined in **our** complaints procedure stated under “Our Promise of Service”.

#### 7. Arbitration

**I** have the right to refer any difference that arises between **us** and **you** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of counsel, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator’s decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

# General exclusions

These apply to all sections of the policy.

## 1. Radioactivity

We will not pay for loss, damage or liability which involves:

- a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

## 2. War and Terrorism

### a) War

We will not pay for loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

- war;
- invasion;
- activities of a foreign enemy;
- hostilities or warlike actions (whether war has been declared or not);
- civil war;
- revolution or insurrection (that is, people rising up and rebelling against the government by force);
- civil commotion which is so severe or widespread that it resembles a popular uprising;
- military power (even if authorised by the duly-elected government); or
- usurped power [that is, power taken by force by any person or group (including the armed forces) which is not the duly-elected government].

### b) Terrorism

We will not pay for loss, damage or liability caused by harm, or any threat of harm, to life or property by nuclear, chemical, biological or radiological means as a direct or indirect result of Terrorism, whether or not contributed to by any other cause or event.

Terrorism is defined as including, but not limited to:

- using or threatening force or violence, or both; or
- damaging, or threatening to damage, life or property by any means, including, but not limited to, nuclear, chemical, biological or radiological means;

when these activities are carried out wholly or partly for political, religious, ideological or similar reasons.

This paragraph b) Terrorism only applies in respect of sections 1, 3 and 7 of this policy.

### c) Other actions

We will not pay for loss, damage or liability which is the direct or indirect result of any action taken to prevent, control or suppress any of the causes or events listed in paragraph (a) War or paragraph (b) Terrorism above.

## 3. Sonic bang

We will not pay for loss or damage to property caused by pressure waves from aircraft.

## 4. Date-related electrical or electronic breakdowns

We will not pay for loss of or damage to any appliance caused by the appliance not being able to correctly recognise or process a date.

This exclusion does not apply to Parts I and J of Section 1 or Part G of Section 7.

## 5. Pollution or contamination

We will not pay for loss, damage or liability arising from pollution or contamination unless caused by:

- a) a sudden and unexpected accident which can be identified; or
- b) oil leaking from a domestic oil installation at the **home**.

# General conditions

These apply to all sections of the policy.

## 1. Your duty to prevent loss or damage

You must do all that you reasonably can to prevent and reduce accidents, loss or damage.

You must keep property that is insured under your policy in good condition.

## 2. Your policy

Your policy includes:

- your schedule;
- the relevant sections of this booklet; and
- any special conditions and **endorsements** which apply to your cover.

Any word or expression which has a specific definition in any part of this policy will have that meaning wherever it appears. (See the definitions on pages 11, 29 and 31.)

## 3. Claims

### Your duties

As soon as you are aware of an event or cause that is likely to lead to a claim under this policy, you must:

- a) tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- b) phone us on **0800 051 0695** and provide all the information and help we need;
- c) do all you reasonably can to get back any lost or stolen property;
- d) phone us if you receive any information or communication about the event or cause; and
- e) avoid discussing liability with anyone else without our permission.

### Proof of value and ownership

To help you prove any loss, we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

### Our rights

- a) We may:
  - take over and defend or settle any claim in your name; or
  - prosecute in your name for our own benefit.
- b) We have the right to do as we see fit in legal action and in settling your claim.
- c) You must not abandon property to us.

### Limit

For any claim or series of claims involving legal liability covered by this policy, we may pay:

- a) up to the limit shown in your schedule (less any amounts already paid as compensation); or
- b) any lower amount for which we can settle your claim.

Once we have made the payment, we will have no further liability in connection with your claim except for paying costs and expenses owed to or by us before the payment date.

## 4. Fraud

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy. We may also take legal action against you.

## 5. Other insurance

If there is any other insurance covering the same claim, we will only pay our share of the claim, even if the other insurer refuses the claim.

## 6. Monthly premiums

If you have chosen to pay monthly premiums, the first payment will be collected 14 days after your cover begins. The remaining monthly premiums will be collected each month on a date specified by you. When the policy is renewed, you must pay one premium a month.

If you do not pay a monthly premium on the date it is due, this will give us the right to cancel this policy from the date that premium was due to be paid.

If you pay monthly premiums, you will be provided with one month's cover for each monthly premium paid during the period of insurance.

## 7. Cancellation

Following the expiry of **your** statutory cooling off period of 14 days, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and after the 7th December 2006 (or 90 days after a quote is received before this date), there will also be an additional charge of £26.25 (inclusive of Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

To cancel **your** policy, please contact customer services on 0200 051 0694\* or write to Customer Services, Barclays Home Insurance, PO Box 1436, Southampton, SO15 2UR.

**We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy by sending 14 days notice to **your** last known address. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered.

If **you** do not pay the premium (or any part of the premium under the payment option **you** have chosen) by the due date, **we** may cancel this policy with effect from the end of the last period for which a payment has been made.

## 8. Your duty to keep to policy conditions

To be covered by this insurance **you** must keep to the terms, conditions and **endorsements** of this policy.

## 9. Arbitration

If **we** have accepted **your** claim but disagree with the amount **we** should pay, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **you** can take any legal action against **us**.

## 10. Renewal of your policy

When **your** policy is due for renewal (where applicable) **we** will send **you** a renewal invitation with the details of **your** cover and price for the following year.

Unless **you** advise **us** of any changes, renewal will be based on the previous information **you** have provided and the cover **you** have selected.

If **you** pay **your** premiums by direct debit or if **you** have agreed that **we** may collect the renewal premium automatically from **your** credit or debit card, **we** will continue to do so unless **you** have asked **us** not to. **Your** payment will demonstrate **your** acceptance of the renewed policy (including any revised terms).

In this case if **you** do not wish **your** policy to be renewed automatically, please let **us** know before the renewal date.

## 11. Telephone call recording

For **our** joint protection and training purposes, telephone calls may be monitored and/or recorded.

## 12. Confidentiality

**You** have the right to access **your** personal data and if necessary rectify information held about **you**, with limited exception, and on payment of the appropriate fee. For more details on accessing information held about **you** by the Barclays Group, write to:

The Barclays Data Protection Team  
Radbroke Hall  
Cheshire, WA16 9EU

or held by the Aviva Group, write to:

The Data Protection Team  
Norwich Union Insurance  
Pitheavlis  
Perth, PH2 0NH

# Complaints procedure

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## What will happen if you complain?

- We will acknowledge your complaint within 2 working days.
- We aim to resolve complaints, following assessment and investigation, as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response.

## What to do if you are dissatisfied

Seek resolution by your usual point of contact.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write to us at PO Box 1436, Southampton, SO15 2UR or telephone us on 0800 051 0694, whichever suits you, and ask your contact to review the problem.

If you have a complaint about a claim you have made please contact us on 0800 051 0695.

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive at Norwich Union, 8 Surrey Street, Norwich, NR1 3NG.

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual income of less

than £1 million, a charity with an annual turnover of less than £1 million or a trustee with a net asset value of less than £1 million. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

## Customer comments

If you have any comments or suggestions about our cover, services or any other feedback, please write to:

PO Box 1436  
Southampton  
SO15 2UR

We always welcome feedback so we can improve our products and services.

## Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time.

If your policy includes Employers' Liability (EL) cover, you would be covered in full for any EL claim; for any other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to:

Financial Services Compensation Scheme  
7th Floor Lloyds Chambers  
Portsoken Street  
London, E1 8BN

# Helpful Contact Details

## Car Quotes:

0800 15 16 17\*

Lines are open from 8am to 10pm Monday to Friday, 8am to 6pm Saturday and 10am to 4pm Sunday and Bank Holidays. Please contact us if you need competitive car insurance, or visit [www.barclays.co.uk/carinsurance](http://www.barclays.co.uk/carinsurance).

## Travel Quotes

0800 15 16 17\*

Lines are open from 8am to 10pm Monday to Friday, 8am to 6pm Saturday and 10am to 4pm Sunday and Bank Holidays. Please contact us if you need competitive travel insurance, or visit [www.barclays.co.uk/travelinsurance](http://www.barclays.co.uk/travelinsurance).

## Student Possessions Insurance Quote

0800 404 6538\*

Lines are open from 8am to 10pm Monday to Friday, 8am to 6pm Saturday and 10am to 4pm Sunday and Bank Holidays. Please contact us if you need competitive student possessions insurance, or visit [www.barclays.co.uk/studentinsurance](http://www.barclays.co.uk/studentinsurance)

\* For our joint protection and training purposes, telephone calls may be monitored and/or recorded.

This item can be provided in Braille, large print or audio tape/CD by calling 0800 051 0694 or by ordering online from [www.barclays.co.uk](http://www.barclays.co.uk)

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The insurer of Home Emergency is Inter Partner Assistance SA, authorised by the Commission Bancaire, Financière et des Assurances (the Banking Finance and Insurance Commission) in Belgium and regulated by the Financial Services Authority in the UK.  
Registered UK Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No. FC008998.

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Registered Office: St Helen's, 1 Undershaft, London EC3P 3DQ. Registered in England, Registered No. 2180191.

The claims administrator for Home Emergency is Homeserve Claims Management Limited.  
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