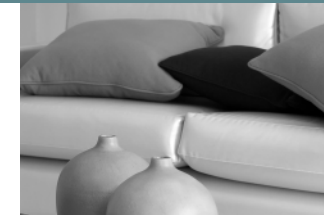


contact For further information please contact your intermediary or call us on **0844 893 8360**. Visit our website at www.homeandlegacy.co.uk

TENANT'S CONTENTS policy wording



*home
& legacy*

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and you can check on the FSA's register by visiting the FSA's website www.fsa.gov.uk/Pages/register/ or by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded and/or monitored.

ACPERHL1333 06.10

Useful numbers

Home & Legacy Insurance Services Ltd
T 0844 893 8360
F 0844 893 8386

Home & Legacy Claims Dept
T 0844 893 8360

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About Home and Legacy Insurance Services Limited

Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England No. 3007252.
Authorised and regulated by the FSA. Our FSA Register number is 307523 and our permitted business
is advising on, and arranging general insurance contracts
Please note that telephone calls may be recorded and/or monitored

Introduction

Tenants Contents Insurance is administered by Home & Legacy Insurance Services Limited who act on behalf of the underwriters. Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and **you** can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Tenants Contents Insurance is underwritten by Allianz Insurance plc.

Your Tenants Contents insurance policy is made up of several parts which must be read together as they form **your** contract.

The basis of this contract is the information which **you** have supplied to **us** and/or the statement of facts including the declaration which **you** have checked to **your** satisfaction.

Please take time to read all parts of the policy to make sure they meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything **you** do not understand, please let **your** insurance intermediary know or tell Home & Legacy Insurance Services Limited.



Andrew Torrance
Chief Executive

Please examine this policy and if it is not correct return it as soon as reasonably possible to your insurance intermediary who will arrange for it to be amended or return it to us.

The parts of the policy are:

- this Introduction; the General Exclusions and General Conditions, all of which apply to all sections of the policy
- the sections of cover selected by **you**, including the Meaning of Words, the Exclusions and Conditions which apply to the section
- the **schedule**, which includes all endorsements applied to the policy while the policy is in force

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears throughout the whole of the policy wording. Refer to the definitions on page 7 for the meaning of the words or phrases.

We will settle any claims **you** make in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the premium for the **period of insurance** shown on **your schedule**.

How Your Cover Works

We will insure **you** within the conditions of **your** policy for those sections named in **your schedule** for any insured **event** which takes place during the **period of insurance**.

Your policy ends at midnight on the last day of each **period of insurance**.

Changes to your circumstances

Please tell **your** insurance intermediary as soon as reasonably possible if there are any changes to **your** circumstances which could affect **your** insurance or tell **us**.

Please refer to General Condition 10 on page 23 of this policy.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to claim.

How to make a claim

Check **your schedule** and this policy wording which gives details of what is covered and what is not covered.

- Follow the General Conditions on page 23 of this policy.
- Please ring **0844 893 8360** at **your** first opportunity to notify **your** claim. If **you** are abroad and would like to contact **us** to make a claim please call **0203 118 7777**.
- **You** can make any reasonable temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. **We** will not be responsible for any charges that are not covered under the policy. It would be helpful if **you** take photos of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.
- If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. **You** must send **us** any writ, summons or other legal document, as soon as reasonably possible and unanswered. Do not admit liability.

For Identity Fraud claims

- Please ring **0844 893 8360** to notify **your** claim and obtain prior approval before **you** incur any expenses. If **you** are abroad please call **0203 118 7777**.
- Within 24 hours of discovering any circumstances that lead **you** to believe that **you** might have become a victim of identity fraud notify :
 - The police and request a crime reference number. Note: **You** may be asked to provide this reference to any company **you** deal with in course of restoring **your** identity
 - **Your** banks, credit card/loan companies and other account holders

- Request a copy of **your** credit file from one of the following major credit reference agencies to help establish when identity fraud occurred. Inform the reference agency to note **your** file to state that **you** have suffered identity fraud:

Call Credit – <http://www.callcredit.co.uk>

Consumer Services Team, P O Box 491, Leeds LS3 1WZ

Equifax – <http://www.equifax.co.uk>

P O Box 1140, Bradford, BD1 5US

Experian – <http://www.experian.co.uk>

P O Box 9000, Nottingham NG80 7WP

- Take any further measures that are necessary to prevent further damage to **your** identity. **You** can find useful guidance from The Home Office at: <http://www.identity-theft.org.uk>

If you change your mind

Reflection Period

You may cancel this policy within 14 days of concluding the contract; or the day **you** receive **your** policy documentation if that is later. **You** can do this by contacting Home & Legacy Insurance Services Limited at 500 Avebury Boulevard, Milton Keynes, Bucks, MK9 2LA or by contacting the insurance intermediary through whom **you** arranged this insurance.

If **you** choose to cancel the policy, provided **you** have not made a claim, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim the amount of refund will be calculated proportionately for the time for which **you** have been covered based on the annual premium payable subject to a minimum amount payable of £25 plus insurance premium tax at the prevailing rate.

Where an incident has occurred which may give rise to a total loss claim the full annual premium may be payable to **us**.

Cancellation (outside the reflection period)

We can cancel this policy by giving **you** seven (7) days' notice in writing.

You may cancel this policy at any time by giving **us** notice in writing.

If **you** cancel the policy outside the first 14 days **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered, plus an administration fee of £15 to cover Home & Legacy's costs. As long as **you** have not claimed during the current **period of insurance** the amount of refund will be calculated on a proportionate basis for the time

for which **you** have been covered based on the annual premium payable plus the additional charge of £15 for administration (subject to Insurance Premium Tax, where applicable).

Where an incident has occurred which may give rise to a claim the premium for the entire **period of insurance** may be payable to **us**.

If the amount due to **us** when **you** cancel the policy is more than the amount **you** have paid, **you** must pay the difference.

Automatic renewal

If **you** pay **your** premium by instalments, when **your** policy is due for renewal **we** will offer to renew it for **you** automatically. This saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** before the policy expires with full details of **your** next year's premium and policy conditions.

If **you** do not want to renew this policy please let **us** know. Should **we** decide that **we** will not renew **your** policy **you** will be notified in writing prior to the renewal date.

Use of Language

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

Law Applicable

Under European law **you** are free to choose the law applicable to this policy. **Your** policy will be governed by the law of England and Wales unless **you** and the insurer have agreed otherwise.

Telephone Recording

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

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** liabilities.

Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk. or contacting the FSCS at:

Financial Services Compensation Scheme
7th floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: 020 7892 7300
Email: enquiries@fscs.org.uk

What to do if you are not satisfied

Our aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five (5) working days and do **our** best to resolve the problem within four (4) weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not sorted out the situation within eight (8) weeks **we** will provide **you** with information about the Financial Ombudsman Service*.

Should **you** wish to make a complaint, then it should be directed to:

1 Home & Legacy Insurance Services Ltd
500, Avebury Boulevard,
Lower Ground Floor,
Milton Keynes,
Buckinghamshire,
MK9 2LA.

Phone: 0844 893 8360

If **you** are calling from abroad – Phone +44 0203 118 7777

Fax: 0844 893 8386

Email: info@homeandlegacy.co.uk

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

*The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **you** will receive guidance from staff at the Financial Ombudsman Service about **your** options, or **you** may wish to seek **your** own professional or legal advice.

The Financial Ombudsman Service can be contacted at:
The Financial Ombudsman Service,
South Quay Plaza,
183, Marsh Wall, London,
E14 9SR

Telephone 0845 080 1800

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

Protecting your contents and personal possessions

This part of the document is for information only and does not form part of **your** policy wording.

We offer the following hints on precautions worth taking.

Fire Prevention

Check your electrical equipment regularly. Make sure that you use the correct fuses and do not overload the circuits. Ask for the help of a qualified electrician if you are in doubt.

If you leave your home for more than 24 hours, switch off the electricity at the mains or unplug all appliances. (You may need to keep the refrigerator, freezer or heating systems in use).

Always unplug non-essential electrical appliances before you go to bed at night, especially electric blankets and television sets.

Fires often happen in kitchens. You can put out chip pan fires by shutting out the air. Cover the pan with a lid or thick damp cloth. Do not use water. Remember safety first. Call the emergency services

Flood

1. Gather essential items together either upstairs or in a high place.
2. Fill jugs and saucepans with clean water
3. Move your family and pets upstairs, or to a high place with a means of escape
4. Turn off gas, electricity and water supplies when floodwater is about to enter your home if safe to do so.
5. DO NOT touch sources of electricity when standing in floodwater.
6. Keep listening to local radio for updates or call Floodline 0845 988 1188.
7. Floodwater can rise quickly, stay calm and reassure those around you. Call 999 if you are in danger
8. Avoid walking or driving through floodwater.
9. Keep children and vulnerable people away from floodwater.
10. Wash your hands thoroughly if you touch floodwater.

Water Damage

Lag exposed water pipes and tanks in the roof area.

If **you** leave **your home unoccupied** for a period without leaving the heating on during the winter months turn off the water and drain the system.

If pipes freeze despite **your** precautions thaw them out slowly using hot water bottles. Never use a blowlamp.

Security

Never leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside the **home**.

When upstairs avoid leaving doors and windows open downstairs.

Don't leave small valuables, **money**, handbags, wallets and purses where they can be easily seen from outside.

If **you** go out in the evening leave a light on in a living room or bedroom. Leaving an outside or landing light on is not sufficient, the **home** must look lived in.

Never leave ladders or tools lying around, these will encourage rather than deter an opportunist thief.

Close and lock all garages, sheds and other outbuildings.

Join a local Neighbourhood Watch Scheme or consider starting one in **your** area.

Don't let strangers into **your home** unless they give **you** official proof of their identity. If **you** are suspicious telephone the company concerned for verification while **your** caller waits outside behind the locked front door.

Remember to cancel milk and newspaper deliveries before **you** go on holiday and ask a trusted neighbour to keep an eye on **your home** and leave a spare key with them.

Keep a record of **your** possessions, for example the serial numbers of televisions and other electronic equipment.

Use a security marker which writes in invisible ink to mark **your** postcode and house number (or a proprietary product such as SmartWater Forensic Technology, a colourless liquid that holds a unique forensic code specific to **your** property that can only be read under ultraviolet light).

Keep receipts, obtain valuations and take photographs of jewellery and any other valuable or unusual items. Photographs are an enormous help to the Police for identifying stolen property and returning it to the rightful owner.

If **you** would like advice on anything mentioned above or anything affecting this policy, contact Home & Legacy Insurance Services Limited, who will be happy to give all possible help.

Definitions

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in this policy wording or **your schedule**.

These words are highlighted in **bold**.

Accidental damage - Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

Bank cards - Credit cards, bank or cash point cards, charge cards and cheque cards which you own or are responsible for social domestic purposes.

Contents - Household goods (including televisions, home computers, and home entertainment equipment), personal belongings and personal **money in your home**, domestic outbuildings or garages, which **you** are legally responsible for. This includes:

- permanent fixtures and fittings other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to **your home**;
- gas and electric cookers and meters;
- Valuables – Jewellery, gold and silver articles (including plated articles) watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collections of stamps, medals and coins;
- Office equipment – computers, printers, fax machines, photocopiers, typewriters, telecommunications equipment and office furniture used in connection with **your** business or job;
- Laminated, wooden effect or vinyl floor coverings that could reasonably be removed and re-used;
- Carpets.

Contents do not include:

- **Contents** insured under any other policy;
- Any **money** or **bank cards** that are held for business purposes;
- Securities (financial certificates such as shares and bonds) certificates and **documents** (except those covered under the document section);
- mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motor cycles, quad bikes, trikes and go-karts) or their parts and accessories, but not including gardening machinery or wheelchairs;
- Caravans and trailers or their parts and accessories;
- Aircraft, hovercraft and watercraft (which includes sailboards, windsurfers and models) or their parts and accessories;
- Lottery tickets and raffle tickets;

- Laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used;
- Animals;
- Any part of the structure of **your home**, central heating system, ceiling, wallpaper or similar (except those covered under **event** 26, tenant's liability);
- **Contents** which **you** own or use at any time for business, professional or trade purposes, (except for office equipment).

Documents - Bank, Building Society statements, Passports, Driving Licences, Birth/Marriage/Death certificates.

Dangerous animal - An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

Endorsement – A change to the terms of the policy as shown under endorsements in **your schedule** (if applicable to **your** insurance).

Event – The events that are insured under the terms and conditions of this policy that are individually numbered and described under each section of the policy.

Excess – **Your** contribution towards the cost of a claim. The excesses that apply are stated in each section of the policy wording and/or **your schedule**. If **you** make a claim for what **we** identify as one or more separate events, **you** will need to pay any excesses that apply for each separate **event** that **we** have identified.

Home - The private residence and gardens at the address shown in the **schedule** and the land, domestic garages, on and off site, and outbuildings at the same residence, built of **standard construction**.

Injury - Bodily **injury**, death, disease, illness or shock.

Money - Cash, bank or currency notes, cheques, postal or **money** orders, postage stamps, National Savings stamps and certificates, travellers cheques.

Outdoor Items – Items of **contents** that are kept permanently out of doors.

Period of Insurance – The time for which this policy is in force as shown in **your schedule**.

Rent - The sum due to be paid by **you** to **your** landlord as detailed in the tenancy agreement.

Schedule - A printed document showing the sections of the policy **you** have chosen, **your** sums insured and any special terms that apply to **your** policy.

Definitions (continued)

Standard Construction – means the buildings of **your home** built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres).

Storm – Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet.

Territorial Limits – England, Scotland, Wales, the Isle of Man and the Channel Islands.

Unfurnished - Not having enough furniture to live in permanently.

Unoccupied - Not having been lived in for more than 30 days in a row.

We, our, us - means either:

- a) Allianz Insurance plc. Allianz Insurance plc, is registered in England number 84638 at 57, Ladymead, Guildford, Surrey, GU1 1DB, and is authorised and regulated by the Financial Services Authority, registration number is 121849. Home State is the United Kingdom. Allianz Insurance plc. Is a non-life general insurance undertaking underwriting personal and commercial insurance products. Allianz Insurance plc. is a member of the Association of British Insurers and the Financial Ombudsman Service; or
- b) Home & Legacy Insurance Services Limited as administrators of **your** policy.

You, your, - The person(s) named as the insured in the **schedule**, their partner(s) and members of their family permanently living with them at the **home** during the **period of insurance**.

*We have also used some specific terms in the policy wording and the following are explanations to help **you** understand them. These explanations are for information and do not form part of the policy wording.*

Liquidated damages - These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

Punitive or exemplary damages - These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

Aggravated damages - These are damages that are awarded when - behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

Multiplying compensatory damages - In some areas of the world the amount of **money** awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

Contents Section

What is covered	What is not covered
<p>Your policy covers loss of or damage to your contents caused by the following events.</p> <p>Events</p> <ol style="list-style-type: none">1 Fire, lightning, explosion, earthquake and smoke.2 Aircraft and other flying objects or articles dropped from them.3 The contents being hit by:<ol style="list-style-type: none">a Vehicles and articles dropped from them;b Animals; orc Falling trees or branches, lamp posts or telegraph poles.4 Theft or attempted theft. (Minimum security requirements apply in some locations - if applicable to your insurance these will be detailed by endorsement on your schedule). <p>5 Malicious damage</p>	<p>The first £100 of each claim for each insured event, other than events 21 and 27, unless a different amount is shown on your schedule.</p> <p>Any loss, damage, injury or liability shown in the General Exclusions.</p> <p>Anything which happens gradually.</p> <p>Loss or damage caused by domestic animals.</p> <p>Loss or damage caused by felling or lopping trees.</p> <p>Theft by deception unless deception is used solely as a means to enter your home.</p> <p>Theft of money unless involving entry to or exit from your home by forcible and violent means or by deception as a means of entry.</p> <p>Loss or damage caused by you.</p> <p>Any amount over £2,500 for loss or damage to the contents caused by theft or attempted theft from sheds, garages and domestic outbuildings forming part of your home.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>In respect of self contained flats, theft of property from any communal parts of the building not involving entry or exit from the building by forcible and violent means.</p> <p>Any amount exceeding £500 in respect of any one pedal cycle.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Loss or damage caused by you.</p>

What is covered	What is not covered
<p>6 Water escaping from water tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p>
<p>7 Storm or flood.</p>	<p>Loss of metered water.</p> <p>Loss or damage caused by frost.</p>
<p>8 Riot, civil commotion, strike, labour or political disturbances.</p>	<p>Loss or damage in cellars and basements due to a gradual rise in the groundwater level.</p>
<p>9 a) Oil leaking from any fixed heating installation at your home.</p> <p>b) Television, satellite and radio receiving aerials, aerial fittings and masts breaking or collapsing.</p>	<p>Loss or damage caused when storm conditions are not met.</p> <p>Anything which happens gradually.</p>
<p>10 Subsidence or ground heave of the site on which your home stands, or landslip.</p>	<p>Damage caused to the installation.</p>
<p>11 Breakage of glass and mirrors. Accidental breakage of mirrors, and ceramic hobs on cookers which are not built in, and fixed glass in furniture in your home.</p>	<p>Loss of oil (except to the extent that this is covered under event 20).</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p>
<p>12</p>	<p>Landslip caused by the river bank, river bed or coast being worn away.</p>
<p>13</p>	<p>Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time.</p>
<p>14</p>	<p>Damage caused by the new structures bedding down or newly made-up ground settling.</p>
<p>15</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p>

What is covered	What is not covered
<p>12 Belongings you remove from your home. Contents temporarily removed from your home will be covered against events 1–3 & 6–9.</p> <p>Contents will also be covered against theft/attempted theft if the theft is from:</p> <ul style="list-style-type: none"> • Any bank or safe deposit box; • A private home in which somebody is living; • Any building where you are employed or carrying on a business, or; • Any other building if force or violence is used to get into or out of the building. <p>13 Outdoor Items. We will pay for loss or damage to outdoor items by any events 1–10 insured under this policy if you leave them in the open within the grounds of your home.</p> <p>14 Student personal belongings. Loss or damage resulting from events 1–10 while you are living away from home while attending college or university.</p> <p>15 Food in freezers. Loss or damage to food in the freezer within your home caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.</p>	<p>Contents that you move to sell or exhibit, or contents kept in furniture storage units.</p> <p>Damage caused by storm or flood to contents not within a building.</p> <p>Cash, bank and currency notes and stamps (unless covered under event 16, money and bank cards).</p> <p>Contents covered under event 14 student personal belongings.</p> <p>Any amount over £500.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Any amount over £2,500.</p> <p>Any theft or attempted theft which does not involve force and violence to get into or out of a building.</p> <p>Any amount over £500.</p> <p>Loss or damage as a result of a deliberate act by you or the electricity company.</p> <p>Loss or damage if your freezer unit is more than 10 years old.</p>

What is covered

16 Money and bank cards.

We will pay for loss or damage to **your money** and **bank cards** caused by **events** 1–10 insured under this policy and for loss following fraudulent use of **your bank cards**.

17 Downloaded audio/visual files.

We will replace legally downloaded audio/visual files lost as a result of loss or damage caused by **events** 1–10 insured under this policy.

18 Documents.

We will pay for loss or damage caused by **events** 1–10 insured under this policy to **documents** (other than **money**), which are **your** property, while they are in **your home** or in a safe deposit, bank or solicitor's strong room.

19 Loss or theft of keys.

We will pay the cost of replacing locks and keys to outside doors and windows of **your home** and to domestic safes and alarms systems within **your home** if the keys are stolen or accidentally lost.

What is not covered

Any amount over £250 other than for **bank cards**.

Any amount over £500 following the fraudulent use of **bank cards**.

Theft of **money** or **bank cards** unless force and violence is used to get into or out of **your home**.

Loss of **money** following illegal entry into **your home** by a person falsely claiming to be an official unless reported to the police within 24 hours (**you** must obtain a crime reference).

Loss of season tickets or travel tickets when the loss is paid for by the authority who sold **you** the tickets.

The part of any season ticket which has been used.

Loss due to a mistake or neglect or loss of value.

Losses **you** do not report to the police as soon as reasonably possible after **you** discover them.

Loss of **bank cards** which **you** do not report to the company who issued them as soon as reasonably possible on discovery or as soon as their office hours allow.

Loss from domestic outbuildings or garages.

Any amount over £250.

Any amount over £500.

Any amount over £250.

What is covered	What is not covered
<p>20 Loss of oil and metered water. We will pay for loss of oil or metered water following accidental damage to your domestic water or fixed heating installations at your home.</p> <p>21 Compensation for accidental death. If you die in your home from fire or violence from thieves we will pay compensation of up to £5,000. Your death must happen within three months of the accident or incident.</p> <p>22 House Removal. Accidental loss or accidental damage to contents while they are being moved by a professional removal contractor directly from your home to your new home in the British Isles.</p> <p>23 Wedding Gifts Cover. Loss or damage to gifts and provisions caused by events 1-10 for one month before and one month after either the wedding of you or a member of your family.</p> <p>Cover applies while the gifts and provisions are:</p> <ul style="list-style-type: none"> • in your home; • in the building where the reception is held; • in the married couples home; • being carried between any of the places set out above. <p>24 Office Equipment. We will cover loss or damage caused by events 1-10 insured under this policy to office equipment including furniture used in connection with your business or job.</p>	<p>Any amount over £750.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Any amount over £5,000.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"> • china, glass, earthenware and brittle items unless they have been packed by a professional packer; • contents in storage. <p>Loss or damage while Contents are transported by sea.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by scratching, denting or bruising; • insured under another policy. <p>Loss of personal money.</p> <p>Any amount over 15% of the contents sum insured.</p> <p>Any amount over £500 for any single item.</p> <p>Any amount over £2,500 any one claim.</p>

What is covered

25 Alternative accommodation and rent.

If **your home** is damaged by **events** 1-10 under this policy and it cannot be lived in, for the period necessary to put **your home** back in a fit state to live in **we** will pay for:

- Any **rent you** may have to continue to pay to **your** landlord; or
- Reasonable other expenses **you** have to pay for other accommodation.
- Reasonable expenses **you** have to pay for kennel accommodation for **your** domestic pets; and
- The necessary cost of temporarily storing **your contents**.

26 Tenant's liability.

- a) **We** will pay for loss or damage to **your** landlord's buildings, **contents**, fixtures and fittings which **you** are legally responsible for as a tenant following the occurrence of any of the circumstances covered by **events** 1, 4, 6, 7 and 9. **We** will also provide cover following the occurrence of any of the **events**, 1,4,6, 7 and 9 for damage to fixed items or **home** improvements **you** make to **your home** as a tenant
- b) **We** will pay for loss of damage which **you** are legally responsible for as a tenant for:
- **accidental damage** to **your** landlord's buildings, **contents**, fixtures and fittings; and
 - accidental breakage of fixed glass in windows and to doors, fanlights, skylights, splash backs, fixed sanitary ware and **accidental damage** to underground services to the **home**.

What is not covered

Any amount over 20% of **your contents** sum insured.

The following exclusions are applicable to 26 a) and b)

Any amount over £2,500.

Damage specifically excluded under **events** 1,4,6,7 and 9

Contents not within the **home**.

Damage while **your home** is sublet.

Damage caused by normal settlement.

Damage caused by wear and tear.

Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or renovation.

Damage caused by electronic, electrical or mechanical breakdown or failure.

Damage caused by faulty design, faulty plan, faulty specification or faulty materials.

Damage caused by gradual deterioration or loss of value.

Damage caused by over winding and damage to the inside of watches or clocks.

Damage caused by domestic animals.

What is covered

27 Occupiers & Personal Liability.

We will pay all amounts **you** legally have to pay;

- a) as a private individual while in and away from **your home** because **you** live in the **home**;
- b) whilst **you** live in the territories shown in General Exclusion 1 of the policy;
- c) for **injury**, loss or damage which happens during any journey or temporary visit to any country in the world in which **you** do not own a property.

in respect of:

- compensation and claimant's costs and expenses; and legal costs and expenses **you** pay with **our** written permission in connection with defending any claim; arising from accidental:
- **injury** to any person;
- or loss of or damage to property.

If **you** die, **your** personal representative will have the benefit of this section for any liability **you** have that is covered by this section.

What is not covered

Any amount over £2,000,000.

- 1 Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 2 Liability which is insured by or would be insured by any other policy if this section did not exist.
- 3 Liability arising directly or indirectly out of **your** job, business, trade or profession.
- 4 Liability if **you** are injured.
- 5 Liability for fines, penalties or **liquidated damages** or aggravated, **punitive or exemplary damages** or any damages resulting from multiplying the compensatory damages.
- 6 Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- 7 Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship.
- 8 Liability for loss, damage or **injury** caused by or arising out of the following:-
 - a **you** owning, possessing, or using (other than as a passenger) any mechanically or wind propelled or assisted vehicle (other than a self-propelled golf trolley or a pedestrian-controlled or ride-on garden tool which is not licensed for road use that **you** do not need a certificate of insurance for). This also applies for a trailer attached to the vehicle, or aircraft, hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to **you** for no more than 12 hours and which is under 18 feet long and cannot travel faster than 17 knots).
 - b **you** owning, possessing, or using a **dangerous animal** or a specially-controlled dog.
 - c Using any horse for hunting, racing or polo.
 - d **you** being a tenant or living on any land or in any building other than **your home**, other than for temporary accommodation & **your** legal liability as tenant.

What is covered

28 Identity Fraud.

Your policy covers legal expenses and other costs that **you** may incur in the **event** that **you** become aware of and can substantiate that **you** have suffered as a result of identity fraud during the **period of insurance**.

In the **event** of identity fraud **we** will pay **you**:

- a) Reasonable legal expenses and other costs incurred by **you** with **our** prior agreement to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of identity fraud
- b) Telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies
- c) Expenses incurred for notarising legal **documents** such as fraud affidavits or any similar required **documents** for police and other law enforcement agencies, financial institutions and credit agencies, which are reasonably incurred to prove **your** innocence regarding any financial irregularities committed unlawfully.

29 Contents - Accidental damage Extension.

(**your schedule** will show cover as **accidental damage** if this **event** is insured by **your** policy)

- a) **Accidental damage** to televisions, **home** computers and **home** entertainment equipment whilst in **your home**.

What is not covered

Any amount over £5,000 (including any VAT) during any one **period of insurance**.

Expenses incurred without **our** prior agreement.

Any claim where **you** have been previously subjected to identity fraud which occurred before the start of the **period of insurance**.

Any amount in **excess** of £2,500 for **accidental damage** to electrical equipment.

Damage to:

- Items designed to be carried, including video cameras, camcorders, portable computer equipment, portable game players e.g. electronic games systems, and portable music players e.g. Ipods, MP3 and compact disc players
- Records, films, tapes, cassettes, discs, cartridges, styli, or computer software.

Damage caused:

- by wear and tear
- by the failure to correctly recognise or process any calendar date
- by computers or anything electrical, electronic or mechanical not working properly or breaking down
- by cleaning, repair, restoration or use against the manufacturers' instructions
- while **your home** is **unoccupied**.

What is covered

- b** Accidental loss or damage to all other **contents** whilst in **your home**.

What is not covered

Any loss or damage specifically excluded under **events** 1-10.

Contents not within **your home**.

Contact lenses.

Contents which are insured under **events** 15 – Food in freezers and 16 – **Money** and **bank cards**.

Damage while **your home** is sublet.

Damage caused by normal settlement.

Damage caused by wear and tear other than to a clasp, setting or other fastening, carrier or container.

Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or renovation.

Damage caused by electronic, electrical or mechanical breakdown or failure.

Damage caused by faulty design, faulty plan, faulty specification, faulty materials or workmanship.

Damage caused by gradual deterioration or loss of value.

Damage caused by over winding and damage to the inside of watches or clocks.

How we settle claims

(See also General Exclusions and General Conditions.)

1 Items other than household linen

- a) **We** will pay to replace items which are totally lost or destroyed. The replacement item will be based on the specification of the original item. **We** will not take off any amount for wear and tear or loss of value as long as:
- i) the **contents** sum insured is enough to replace **your contents**; and
 - ii) the replacement is carried out straight away.

If **you** do not replace the **contents** which are totally lost or destroyed straight away or if the **contents** sum insured is not enough to pay for replacement of **your contents**, the amount **we** will pay will be the market value of the totally lost or destroyed items. Market value being the amount it would cost **you** to buy items of a similar age and condition.

- b) **We** will pay to repair damaged items.

2 Household linen

- a) **We** will pay to replace items which are totally lost or destroyed. **We** will take off any amount for wear and tear or loss of value.

- b) **We** will pay to repair damaged items.

3 **We** will pay to remove debris.

4 **We** reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to **us**.

5 **We** will at **your** request consider making claims payments to **your** Managing Agent or other third parties who will then account to **you** as necessary. However, before doing so, we will ask **you** to provide **us** with full details of the third party together with the reason for your request.

Contents Limits

The most **we** will pay for the following **contents** is shown below.

- Up to one third of the **contents** sum insured for any one claim for valuables that are not insured under the Personal Possessions section; or
- Up to 15% of the **contents** sum insured for any single valuable item or collection

Claim

If **you** make a claim the premium **you** need to pay to renew **your** policy may be increased as a result.

Evidence of Value

We may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under the **contents** section. Where such evidence is required this will be stated in the **endorsements on your schedule**.

Matching sets and suites

We will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item.

We will pay **you** for damaged items but not for the other pieces of the set or suite which are not damaged. For example, if **you** damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

Sum insured

The sum insured **you** choose must be equal to the full value of the **contents** insured. **We** will not pay more than the sum insured for loss or damage to the **contents** by any of the **events** 1 to 12, 22 and 29.

Index Linking

We will change the sum insured each month in accordance with the General Index of Retail Prices (All Items) as published by H.M. Stationery Office (or other suitable index **we** decide upon). **We** will not charge extra premiums on any index-linking adjustments during the **period of insurance**. **We** will work out the renewal premium on the new sum insured, which applies on the first day of the renewal month.

We will not reduce the sum insured if an index should fall.

Personal Possessions Section

The meaning of words

Unspecified Personal Possessions

Private property and personal items **you** normally wear or carry which **you** own or for which **you** are responsible, including sports equipment, gold and silver items, clothing, baggage, jewellery, watches, musical instruments, photographic equipment, telephones (but excluding airtime and hands free accessories) and contact lenses.

Personal Possessions does not include camping equipment, dentures, pedal cycles with an individual value over £500; (unless insured as a specified personal possession), vehicles, watercraft, aircraft, musical instruments used professionally or semi-professionally, firearms, domestic appliances, furniture, furnishings and household goods or equipment or goods used in connection with **your** occupation, business, trade or profession.

Geographical limits - British Isles, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles.

Home - The private residence and gardens at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence, built of **standard construction**.

Injury - bodily **injury**, death, disease, illness or shock.

Money and Bank Cards - Cash, bank or currency notes, cheques, postal or **money** orders, postage stamps, National Savings stamps and certificates, travellers cheques, credit, cash or cheque cards, season tickets and travel tickets which **you** own and hold for social and domestic purposes.

Specified Personal Possessions - Private property and personal items which **you** own or for which **you** are responsible that are not covered as unspecified personal possessions and which are listed on **your schedule** under **specified personal possessions**.

Standard Construction – means the buildings of **your home** built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres).

You, your, - The person(s) named as the insured in the **schedule**, their partner(s) and members of their family permanently living with them, during the insurance period at the **home** at the address shown in the **schedule**.

What is covered

We will pay for loss or damage to unspecified personal possessions or specified personal possessions that are covered by this section as shown in **your schedule**, which **you** own or are responsible for while **you**:

- 1 are within the **geographical limits**; and
- 2 travelling elsewhere in the world for up to 60 days in any one year of insurance.

What is not covered

The first £100 of each claim unless a different amount is shown on **your schedule**.

Loss, damage, **injury** or liability shown in the General Exclusions.

Loss or damage caused by normal settlement, wear and tear, other than loss of or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container.

Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or renovation.

Loss or damage caused by electronic, electrical or mechanical breakdown or failure.

Loss or damage caused by faulty design, faulty plan, faulty specification, faulty materials or workmanship.

What is covered

What is not covered

Loss or damage caused by gradual deterioration or loss of value.

Loss or damage caused by over winding and damage to the inside of watches or clocks.

Loss or damage to musical instruments caused by atmospheric conditions or very hot or very cold temperatures.

Breakage of musical instrument strings or reeds.

Money and Bank Cards (for **money** cover refer to **event 16** of the **contents** section).

Loss or damage caused by theft or attempted theft from any unattended vehicle unless all windows and sunroofs are securely closed and all doors and the boot are locked. Personal possessions must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.

Any amount over £1,000 for theft or attempted theft from any unattended vehicle.

Theft or attempted theft which does not involve force and violence to get into or out of **your home** while it is sublet in part or whole.

Theft of pedal cycle accessories unless stolen with the cycle.

Theft of a pedal cycle unless a locking device is used to secure the cycle when it is left unattended elsewhere than at **your home**.

Loss of or damage to skiing or underwater equipment while **you** are using it.

Loss of or damage to sports equipment whilst in use.

Loss or damage to audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source.

How we settle claims

The way **we** settle claims will be the same as that described under the Contents Section.

The most **we** will pay for any single item or collection insured under **unspecified personal possessions** is £1,500 unless stated otherwise on **your schedule**.

Evidence of Value

We may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under this section. Where such evidence is required this will be stated on **your schedule**.

General Exclusions

These apply to the whole policy.

The policy does not cover the following

1 Geographical limits

Damage, **injury** or liability arising out of any **event** outside Great Britain, the Channel Islands or the Isle of Man, unless we say differently.

2 War

Damage, liability, death, **injury**, disability caused by war, revolution or any similar **event**.

3 Radioactive contamination

Damage to any property, or any legal liability caused by:

- a ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

4 Sonic bangs (not applicable to liability claims)

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

5 Pollution or contamination

Damage caused by or resulting from pollution or contamination, other than damage caused by :

- a pollution or contamination which results from damage by a cause which is insured by this policy; or
- b damage by a cause which is insured by this policy which results from pollution or contamination.

6 Market value

Any loss of market value after an item is repaired or replaced.

7 Date recognition

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to **you** or not, failing at any time, to correctly recognise, accept, respond to, retrieve, retain or process any data representing a date or part of a date. Electronic equipment includes:

- a any computer equipment, system or software;
- b any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

8 Terrorism

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or **event** contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

9 Theft

Loss or damage:

- a resulting from theft or attempted theft by **you**.
- b suffered as a result of being deceived into knowingly parting with **your** property.

10 Pre-existing damage

Loss, damage, **injury** or liability as a result of an **event** which happened before the cover under this policy started.

11 Confiscation

Loss or damage caused by officials or authorities confiscating or holding **your** property.

12 Wilful acts

Loss or damage caused by **your** wilful act.
Applying to all sections of this policy.

General Conditions

The following conditions apply to the whole policy.

1 Premium

You must pay the premium or any agreed instalment when **we** ask.

2 Reasonable precautions

You must keep any property **you** insure in a good state of repair and take all reasonable steps to prevent accidents, **injury**, loss and damage.

3 Claims

If **you** need to make a claim, **you** must do the following.

- Tell **us** as soon as possible about the **event** and give **us** any information **we** may need. Ring 0844 893 8360 to notify **your** claim. If **you** are abroad and would like to contact **us** to make a claim please call 0203 118 7777.
- Tell the police about any damage caused by theft or attempted theft or malicious damage.
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**.
- Carry out and allow **us** to take any action **we** need to prevent more damage.
- Tell **us** as soon as reasonably possible about any prosecution, inquest or enquiry connected with any **injury** or damage.
- Not pay or offer or agree to pay any **money** or admit responsibility without **our** permission.
- Allow **us**, in **your** name, to take over and control all negotiations and proceedings which may arise for any claim.
- Allow **us** to take any necessary action to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.

We will not pay any claims under this insurance unless **you** have kept to this condition. If **we** have already paid **you** for a claim, **we** may ask **you** to repay **us**.

4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any plans, **documents**, books and information **we** ask for. **We** do not have to repair or replace the property as it was. The most **we** will pay for any one item is the sum insured.

5 Other insurances

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

6 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the policy and all cover will cease. In such circumstances, **we** retain the right to keep the premium paid.

7 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

8 Automatic reinstatement

If **you** make a claim, **we** will not automatically reduce the sums insured by this policy, as long as:

- a the amounts to be reinstated during any one **period of insurance** are not more than the amount of the sum insured;
- b **you** take any reasonable measures **we** suggest to prevent further damage; and
- c **you** pay the appropriate extra premium.

9 Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

10 Changing your details

You must tell **us** as soon as reasonably possible about any changes that may affect your policy cover. Here are some of the changes **you** should tell **us** about:

- **You** changing **your** insured address
- **You** changing **your** occupation
- Changes in the use of the insured address
- Changes in the occupancy of the insured address
- **You** being convicted of a criminal offence (other than motoring offences)
- Adding items to, or taking items off **your** insurance
- Alterations affecting the construction of the insured address.

This is not a complete list and **you** should contact **your** insurance intermediary or **us** if **you** are unsure whether a change of circumstances may affect **your** policy.

When **you** tell **us** about a change of details **we** will reassess the premium and terms of **your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with the provisions of cancellation terms on page 4 of the policy wording.

This policy wording can be made available in large print, audio or Braille.
Please contact Home & Legacy on 0844 893 8360 who will be pleased to organise an alternative for you.