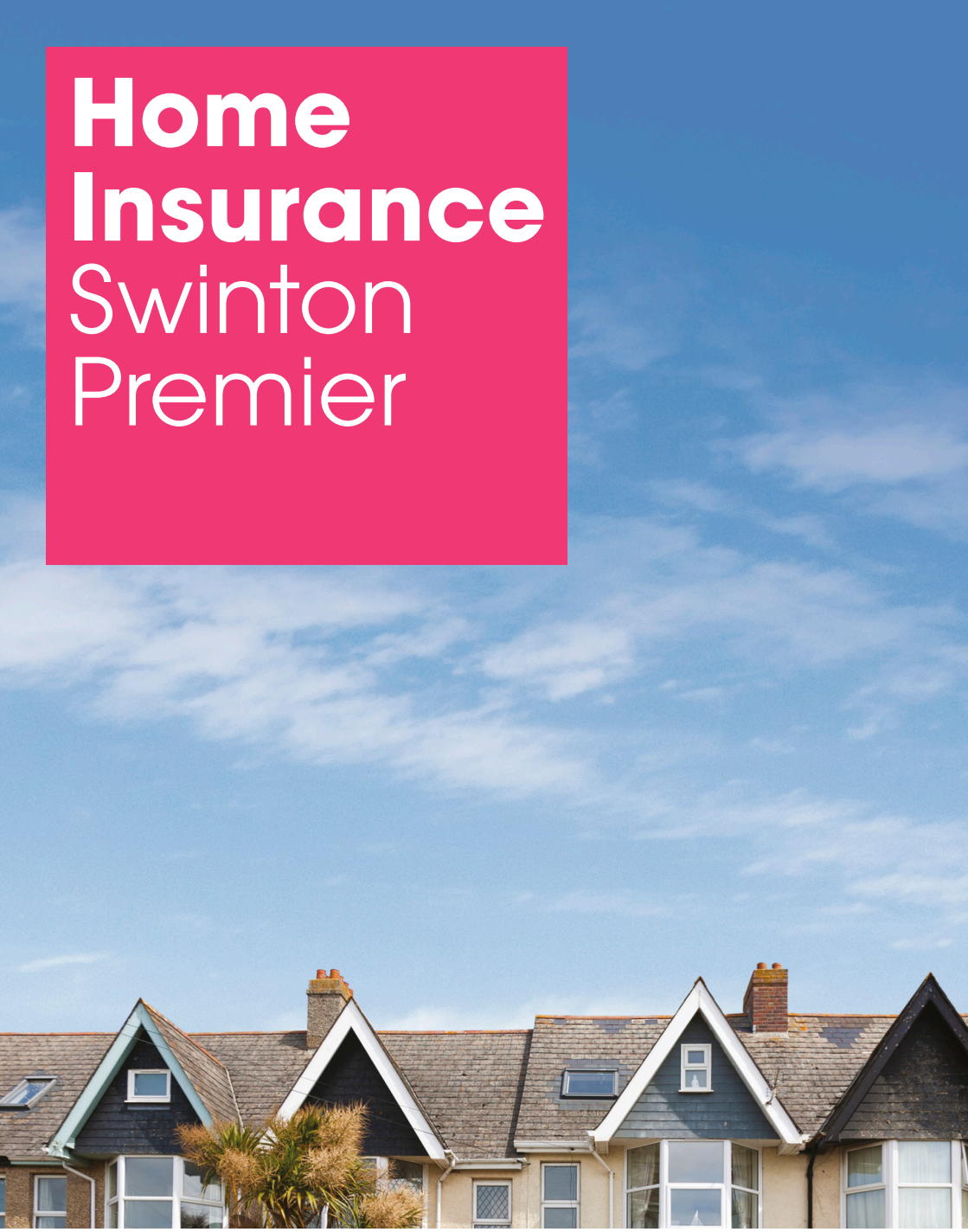
Home Insurance
Swinton Premier



swinton insurance

Welcome to Swinton Insurance

Thank **you** for buying **your home** insurance through **Swinton Insurance**. **We're** really pleased that **you** came to **us** and **we're** confident **you'll** be happy with both the policy and the service **you** get from **Swinton Insurance**.

You really need to read this document to make sure **you** have bought the right **home** insurance product for **you**.

If the policy does not provide **you** with the insurance cover **you** want, please contact **Swinton Insurance** straight away.

This document is laid out so that **you** can easily find what **you** need, when **you** need it.

Before **you** do anything else, please spend a few minutes checking the following documents carefully:

- **your policy wording**
- **your schedule**
- **your statement of fact**

These documents, any **endorsements**, and any notice of changes issued at renewal form the contract between **you** and the **Insurers**.

Check all the information **you** have provided is correct in **your statement of fact**. If any information is incorrect, please tell **Swinton Insurance** as soon as possible as this could affect **your** insurance cover.

If **you're** not sure whether **you** need to tell **Swinton Insurance** about something, just ask.

Thanks again for choosing **Swinton Insurance**.

The Swinton Team

You, your home and everything that's covered

If **your home** has been damaged, whether it can be repaired or is a total loss, **we** will insure **you** against the loss of or damage to **your home** caused by:

BUILDINGS & CONTENTS COVER

Fire, smoke or earthquake	Riot or strikes	Malicious Acts
Storm or floods	Water escaping	Theft
Collisions or impacts	Falling Aerials	Subsidence
Home Legal Expenses		

ADDITIONAL BUILDINGS COVER

Emergency Access	Underground Services	Blocked Sewers

ADDITIONAL CONTENTS COVER

Contents in the open	Household removal	Tenants Cover
Contents temporarily removed	Freezer Contents	Personal Money & Credit Cards
Students Cover		

OPTIONAL EXTRAS

Personal Possessions	Accidental Damage	Home Emergency Cover

Helpful tips

Helpful tips for taking care of your home

Avoid being a victim of crime

Most household burglaries are committed by opportunists. By taking some relatively simple steps **you** can decrease the chances of a break-in and make **your home** safer.

- Make sure **you** have locks on all doors and windows.
- **You** could increase security by having an alarm installed.
- Keep cash, keys, **credit cards** and any portable **high risk items** out of sight.
- When **you** are away on holiday, use time switches so the **home** looks occupied.
- Always ensure bicycles are locked securely to a permanent structure.

Dealing with burst pipes and floods

Reduce the risk of burst pipes by:

- leaving the heating on at a minimum of 15°C;
- insulating all pipes including those in the attic as these pipes are the most likely to freeze;
- insulating **your** cold water tank;
- opening the loft hatch so warm air can circulate to help prevent freezing in cold weather spells;
- making sure **you** can locate **your** mains water supply and that **you** know how to turn it off;
- turning off the water supply to outside taps; and
- having emergency contact details readily to hand.

If **you** have been flooded, don't enter **your** property until the mains electricity has been turned off and never use electrical appliances that may be wet. Gas can get trapped in a building after a flood, so use a battery powered torch and never use open flames to see **your** way.

Fire Prevention

- Smoke detectors are important safety devices. Fit detectors in prominent places in **your home** and check the batteries on a regular basis.
- Have the chimneys swept regularly and if **you** have open fires always use a fireguard.
- Never leave hot fat or oil unattended when cooking. If a pan does catch fire, cover it with a fire blanket or damp cloth – don't use water.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- Do not tape up damaged electric cables as they can be dangerous and should always be replaced.
- Be careful not to overload plugs. **You** should fit no more than one plug per socket; use an extension lead if **you** need to fit more.
- Ensure smoking materials are properly extinguished/disposed of.

Carbon Monoxide

Carbon monoxide is a colourless, odourless poisonous gas, which makes it difficult to detect. Symptoms of carbon monoxide poisoning include tiredness, drowsiness, headaches and breathlessness. Take some basic precautions to ensure **you're** safe:

- Never use a gas appliance if it's not working properly. Signs to look out for include:
  - yellow or orange flames;
  - soot stains around the appliance; and
  - a pilot light that frequently blows out.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- If **you** live in rented accommodation **your** landlord has a legal duty to carry out an annual safety check. They must provide **you** with a copy of the completed gas safety check certificate.
- Install a carbon monoxide detector. Check it complies with British Standard EN 50291 and carries a British or European approval mark.

Storm Damage

- Regularly check the condition of all roofs including garages, sheds and flat roofs for sign of wear and tear.
- Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- Be mindful of low hanging tree branches which could cause damage in high winds.

If you ever need us, we're only a phone call away

Whether **you** need to make a claim, or simply chat through **your** policy, these are the numbers **you** need. Just make sure **you've** got **your** details handy, before **you** call.

Customer Service	**Managing your policy your way** **You can make changes to your policy online 24/7** • It's easy to register for My Account • Register using your Policy Number, D.O.B. and Postcode • You can view and print policy documents whenever needed • Make policy changes safely and securely • Visit www.swinton.co.uk/myaccount Alternatively, you can visit our 'Contact Us' page at www.swinton.co.uk/contact-us for details and phone numbers to make a payment, make a claim, cancel your policy or make a complaint. You can also request copies of your policy documentation in braille, large print or audio format.	
Claims Helpline	If **you** need to make a claim under Sections 1 to 3 of **your** policy, please refer to **your schedule** where **your insurer** claims helpline number and its opening hours can be found.	
Home Legal Expenses	**0333 035 9760**	To talk to **us** about a claim under Section 4 of **your** policy, please telephone this number.
Home Emergency Cover Claim	**0333 035 9007** Open 24 hours a day 7 days a week	If **your schedule** states that Section 5 – Home Emergency Cover is included, and **you** have a home emergency, please telephone this number.
Emergency Helpline	**0333 035 9036** Open 24 hours a day 7 days a week	If **your schedule** does not show that **you** are covered under Section 5 – Home Emergency Cover, and **you** have a home emergency, please telephone this number. This number provides **you** with access to a helpline with contact details for approved tradesmen in **your** local area 24 hours a day. If **you** use any of the services provided via this line it is **your** responsibility to pay the tradesmen's costs.
Personal Legal Advice Helpline	**0333 035 9760** Open 24 hours a day 7 days a week	**Your** direct line to a dedicated legal specialist who will provide free advice on any personal legal matter. If further support is required, and it is not covered under section 4 of **your** policy, there is a cost for this assistance which **you** will need to pay for. However, as a **Swinton Insurance** customer, **you** benefit from a discounted rate with our supplier.

The **Insurers** and **Swinton Insurance** may record phone calls for training and monitoring purposes.

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Your Policy cover

Your schedule shows the type of insurance cover that applies.

Please remember that information in **your schedule** or in **endorsements** may change the terms of **your** cover shown in this booklet.

Please also read:

- if the cover is **buildings** only, section 1 and the general exclusions and conditions printed at pages 54 and 56;
- if the cover is **contents** only, section 2 and the general exclusions and conditions printed at pages 54 and 56;
- if the cover is **buildings** and **contents**, sections 1 and 2 and the general exclusions and conditions printed at pages 57 and 59;
- if **your schedule** states that **Personal Possessions** is included, sections 3 and the general exclusions and conditions at page 54 and 56;
- section 4, Home Legal Expenses which has its own general conditions at page 43;
- if **your schedule** states that Home Emergency Cover is included, section 5 which applies in addition to the above. This section has its own general exclusions and conditions at page 49 and 50.

Definitions

Helping you understand the key words in your policy.

We want to help **you** understand **your home** insurance policy.

So to make things as clear as possible, **we** have explained the key words below.

Whenever **you** come across these words in **bold**, they have the meaning given below.

Sections 4 and 5 also contain definitions applicable only to those sections.

Accidental damage
An unintentional and unexpected one off incident that causes damage to **your buildings** or **contents**.

Bodily injury
Death, illness, injury or disease.

Buildings
The **home** and its permanent structures that are owned by **you** or for which **you** are legally responsible and used for domestic or business administration purposes:

- patios, terraces, paths, drives;
- walls, gates, hedges, lawns, fences, lampposts, railings;
- hard tennis courts, sunken swimming pools, ornamental ponds;
- fountains and statues permanently fixed into the ground;
- cesspits, septic tanks, central heating fuel tanks;
- sheds and greenhouses;
- permanently fixed hot tubs and jacuzzis;
- wind turbines permanently fixed to the **home**;
- fixed solar panels (that have been professionally installed),

buildings also includes the permanent fixtures and fittings in or mounted upon the **buildings** that could not easily be removed and reused, such as:

- fixed sanitary fittings (for example, toilets, sinks and baths) and;
- laminated, wood effect or vinyl floor coverings.
- Domestic appliances that cannot be removed and reused

buildings does not include:

- marquees and their accessories;
- land;
- trees, shrubs and plants;
- aerials, satellite receiving equipment or masts;
- carpets whether fitted or not.

Business equipment
Office equipment including furniture, computers, laptops (excluding electronically stored data), keyboards, monitors, printers, computer-aided design equipment, fax machines, photocopiers, and phones which are used for the business, trade or profession of **you** or **your family**.

Contents
All of **your** or **your family's** belongings or property which **you** or **your family** own or are legally responsible for, which are kept in **your home** and gardens, these are:

- furniture, fixtures and fittings which can be easily removed and reused such as carpets and curtains;
- household goods and domestic appliances that can easily be removed and reused;
- **personal possessions** and **gadgets**;
- **high risk items** up to the limits shown on **your schedule**;
- **personal money** and **credit cards** up to the limits shown in the policy;

- aerials, satellite receiving equipment or masts fixed to or in the **home**;
- **business equipment** up to £10,000;
- plants, trees, flowers and shrubs in moveable pots or containers.

contents does not include:

- parts, spares or accessories for any item listed below;
- any motorised vehicle; either electrically or mechanically powered, other than:
  - battery or pedestrian operated models or toys;
  - domestic gardening equipment;
  - golf carts, trolleys or buggies;
  - vehicles which are designed to assist disabled persons and are not registered for road use such as mobility scooters;
- any form of aircraft (including models) and any type of drone;
- hovercraft, boats, boards or any other craft or equipment designed for use in or on water;
- caravans;
- horse boxes;
- any form of trailer; or
- deeds (other than as provided by paragraph 3 page 30 of section 2 – Contents), securities, documents
- **Personal money** (other than as provided by paragraph 15 page 28 of section 2 – Contents)or **credit cards** (other than as provided by paragraph 15 page 28 of section 2 – Contents);
- wooden, laminate or vinyl floor coverings;
- landlords' fixtures and fittings;
- any living creature;
- plants, trees, flowers and shrubs;
- mobile phone airtime;
- marquees and their accessories;

Contents in the open

Items intended to be kept permanently or temporarily outside the **home** and within the boundary of the land belonging to the **home** which includes:

- garden furniture;
- garden plants;
- garden ornaments;
- children's play apparatus;
- barbecues;
- gazebos.

Credit cards

Credit cards, cheque guarantee cards, charge cards, debit cards, store cards or cash dispenser cards held for private purposes and issued in the **United Kingdom**.

Domestic employee

Any person directly employed by **you** to carry out domestic duties relating to **your home** and gardens.

Domestic employee does not include:

- people who are employed to provide medical or nursing care for **you** or **your family**; and
- people **you** employ in connection with **your** business, trade or profession; or
- anyone that is self-employed and working on a labour only basis.

Endorsement

A specific change **we** make to **your** cover, a term, a condition or an exclusion on the policy, which will be shown on **your schedule**.

Excess

The first amount of any claim which **you** are responsible for. This amount will be found in the relevant section of the policy wording and/or in **your schedule**.

There are two types of **excess** as follows:-

- Compulsory **excess**: This is the standard **excess** which is applied to all policies.
- Voluntary **excess**: This is selected by **you** and applied in addition to the compulsory **excess**.

If **you** have a combined **buildings** and **contents** policy and make a claim under more than one section of the policy for the same incident **you** will only have to pay one **excess** amount. This will be the higher **excess** amount.

Family

You and **your**:

- spouse or domestic partner;
- civil partner;
- children (including adopted and foster children);
- relatives and friends;
- **domestic employees;**
- any other person not paying for their accommodation;

who permanently live with **you**.

Gadgets

Personal and portable communication devices including mobile phones, tablets, laptops, handheld computers and game consoles.

Gadgets does not include:

- items used primarily for business purposes.

Heave

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

High risk items

These are items that are more at risk than other general household goods, they are usually targeted when there is a burglary or theft and commonly have a higher cost than most other general **contents**.

High risk items are covered up to 30% of **your contents** limit shown in **your schedule**. With a single **high risk item** limit of £2,000.

High risk items are:

- **Pedal Cycles**
- any collections of stamps, coins, medals, banknotes or other collectable articles;
- articles made of gold, silver, precious metals or precious stones;
- clocks;
- jewellery, watches or furs;
- sculptures, tapestries, rare and unusual figurines or any item valued for its rareness;
- pictures, paintings or other works of art;
- photographic equipment, binoculars, telescopes;
- portable musical instruments;
- guns;

High risk items does not include things such as:

- televisions;
- computer equipment and **gadgets**; or
- furniture i.e. sofas.

Home

The main **building** which **you** live in, garages which are part of or attached to the main building, and outbuildings (including detached garages) all within the boundaries of the address shown on **your schedule**.

All of the **home** must be at the same address in the **United Kingdom** and must be used by **you** or **your family** for domestic or business administration purposes.

Definitions

Landslip
Downward movement of sloping ground.

Pedal Cycle
Pedal Cycles includes electrically assisted **pedal cycles** that:

- are of a type that **you** can legally drive on a public road;
  - without any kind of driving licence; and
  - without paying vehicle excise duty.
- are not capable of being electrically propelled without pedaling.

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

Personal money
Personal money that **you** or **your family** hold for private purposes only, including:

- cash, cheques, postal or money orders, travellers cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, luncheon vouchers or stamps for TV licence, gas, electricity or other household bills;
- travel tickets, sports season tickets, phone cards or mobile telephone or multi media prepaid vouchers (but only for the cost of replacement for the period from the date of loss to the expiry date of the original ticket or voucher) if a duplicate cannot be obtained.

Personal money does not include:

- Avios/air miles or promotional vouchers;
- store points;
- lottery tickets, scratchcards, raffle tickets;
- stamps which are part of a stamp collection;
- money held/used for business purposes.

Personal possessions
Contents which **you** or **your family** take outside **your home** which are mainly used for private purposes:

- **Pedal Cycles**;
- luggage, clothing, jewellery or spectacles;
- sports equipment including fishing equipment;
- musical instruments;
- photographic equipment;
- **gadgets**; or
- other items which are normally used, worn on or carried about the person.

Personal possessions does not include:

- anything which is defined as not included under **contents**;
- camping equipment;
- deeds, electronically stored data, **personal money** or **credit cards**;
- household goods, domestic appliances, furnishings, furniture, china, glass or pottery; or
- tools or items used for purely business purposes.

Schedule
The document which gives the details of **your home**, the cover **you** have in force, the **excess** that will apply if **you** make a claim, and details of any **endorsements** that apply to **you**.

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

Statement of fact
The information **you** gave in **your** application for this insurance. This includes information given in writing (or spoken) by **you** or by someone on **your** behalf.

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

Swinton Insurance
Swinton Insurance is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Unfurnished
Without enough furniture and furnishings for normal living purposes.

United Kingdom
The **United Kingdom** of Great Britain and Northern Ireland.

Unoccupied
We consider **your home** to be **unoccupied** when it is not lived in and not used overnight by **you** or **your family** for more than 60 days in a row.

By lived in **we** mean has been slept in for 5 consecutive nights every month or 2 consecutive nights every week. Regular visits to the property externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the property and the restrictions on the policy will apply.

We consider **your home** to be **unoccupied** even if it has squatters living in it. (A squatter is someone who lives in the property without permission).

We consider **your home** to be **unoccupied** from the date that **you** or **your family** last left the **home**, which may be before the date **your** policy started.

We, us, our, Insurer
In relation to Sections 1 to 3 of **your** policy, the Insurance Company or Lloyd's syndicate which covers **you** and whose name is specified in the **Schedule** on whose behalf this document is issued,

In relation to section 4 of **your** policy, Home Legal Expenses is provided by RAC Motoring Services (310208) and RAC Insurance Ltd (202737). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the above details on the Financial Services Register by visiting the FCA website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

In relation to Section 5, this policy is underwritten by Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

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

Making a claim

Making a claim

If you ever need to, we're here to help you every step of the way

Claims can happen from time to time. For many people, it's a new and stressful experience. Sadly, **we** can't prevent **you** having a claim, but **we** can do **our** best to make sure that:

- Claiming on **your home** insurance is simple and straightforward.
- **You** understand what's happening every step of the way.
- **Your** claim is handled as soon as possible.

Here are a few ways **you** can feel better prepared if **you** ever need to make a claim.

What should you do if you need to make a claim under the policy?

1. Check **your** policy and **your schedule** carefully to make sure that **you** are insured.

2. For sections 1-3 please phone the applicable number shown on **your schedule** as soon as possible to report the loss or damage. **We** will tell **you** what **you** need to do next.

3. For section 4 – Home Legal Expenses please phone **0333 035 9760** as soon as possible to report the loss or damage. **We** will tell **you** what **you** need to do next.

4. For section 5 – Home Emergency Cover please call **0333 035 9007** as soon as possible to report the loss or damage. **We** will tell **you** what **you** need to do next.

If possible please have the following information to hand when you telephone the claims line:

- policy number;
- **home** postcode;
- nature of problem;

If **you** are a victim of theft, malicious damage, vandalism or something is damaged away from the **home**, tell the police first and request an incident number.

If **you** have had to pay a tradesman to make urgent repairs necessary to prevent further loss or damage **you** should ask for and keep hold of any receipts they give **you**.

5. Do not

- pay, offer or agree to pay any amount or admit responsibility without **our** permission.
- carry out any permanent repairs or dispose of any damaged items until **we** have been given the opportunity to inspect the damage.

You or **your family** must not admit fault for any injury or damage;

If **you** receive any documentation regarding a claim such as letters or receipts please send them to **us** unanswered and without delay to the address in **your schedule**.

What might we ask you to do or what we might need to do?

To help **us** handle **your** claim as quickly as possible **we** may:

- ask **you** to take steps to recover any property which has been lost;
- ask **you** to send **us** at **our** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may require;
- enter any **building** where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with it in a reasonable manner; or
- leave the remains of any property insured by the policy for which **we** have agreed to pay a claim with **you** to deal with as **you** see appropriate;
- take over, defend or settle any claim made against **you**, or at **our** own expense take legal action in **your** name to get back any payment **we** have made under **your** policy.

Further details of how **we** handle claims can be found in the relevant section of **your** policy:

- **Section 1**
  Buildings _____ page 18
- **Section 2**
  Contents _____ page 25
- **Section 3**
  Personal Possessions _____ page 35
- **Section 4**
  Home Legal Expenses _____ page 38
- **Section 5**
  Home Emergency Cover _____ page 44

Making a complaint

Making a complaint.

If something goes wrong, we're here to put it right.

Swinton Insurance aim to give **you** the highest level of customer service at all times. We understand that sometimes things go wrong. If that ever happens to **you**, please get in touch straightaway, so things can be put right.

If **you** are not satisfied with the service **you** have been provided, please tell **Swinton Insurance** so that they can do their best to resolve the problem. **You** can contact **Swinton Insurance** in the following ways:

- by phone
  0161 233 3676
- Online
  www.swinton.co.uk/contact-us
- on social media
  – Facebook - Swinton Insurance
  – Twitter - @swintongroup
- or you can write to
  Customer Assistance
  Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB

Please provide or have these things ready:

- **your** personal details including **your** full name and address;
- **your** daytime and evening phone numbers;
- **your** email address and;
- **your** claims number if applicable.

How long will it take for Swinton Insurance to respond to my complaint?

Swinton Insurance's customer service teams work to a first contact time scale of 5 working days and aim to have the situation resolved within 20 working days.

What happens if my complaint is in relation to my insurer who provides my insurance policy?

If **your** complaint is in relation to **your insurers, Swinton Insurance** will send this to them on **your** behalf, and confirm this to **you** in writing. **Your insurers** will contact **you**.

What if I am unhappy with Swinton Insurance's or my Insurer's final decision?

If at the end of the process **you** remain dissatisfied, **you** may contact the Financial Ombudsman Service (FOS) or an agreed Alternative Dispute Resolution Provider (ADRP).

The Financial Ombudsman Service can be reached in the following ways:

- online at www.financial-ombudsman.org.uk; or
- by phone on 0300 123 9123 from a mobile or 0800 023 4567 from a landline; or
- by writing to the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

You need to contact the Financial Ombudsman Service within 6 months of receiving the final decision on **your** complaint. The Financial Ombudsman Service has discretion to look at complaints outside this time limit in exceptional circumstances e.g. if **you** were incapacitated during this 6 month period.

If **Swinton Insurance** agree to appoint an ADRP, **you** can make **your** complaint within 12 months of receiving the final decision. A list of ADRPs can be found using this link – www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm/.

Alternatively **you** can make **your** complaint via the Online Dispute Resolution (ODR) platform at: http://ec.europa.eu/odr.

What else do I need to know?

Your legal rights are not affected if **you** take any of the steps shown above.

Swinton Insurance may record phone calls for training and monitoring purposes.

Section 1: Buildings

Your schedule will show if **you** have chosen **buildings** cover.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Any loss or damage to **your buildings** caused by:	• The **excess** which is shown in the relevant section below or on **your schedule**. • Anything noted in the general exclusions section.
1. Fire or smoke, explosion, lightning or earthquake.	
2. Riot, civil commotion, strikes, labour or political disturbances.	
3. Malicious Acts.	Loss or damage caused: • by **you, your family,** lodgers, paying guests, tenants or employees; • while the **home** is **unoccupied** or **unfurnished**.
4. Storm or flood.	Loss or damage: • to gates, hedges and fences; • caused by rising ground water levels; • caused by frost. The first £1,000 of each claim for loss or damage caused by **subsidence**, **heave** or **landslip** of the site as a result of storm or flood.
5. (a) Water escaping from or freezing in any fixed domestic water or heating installation, drainage installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; **(b)** Domestic heating fuel escaping from any fixed domestic heating installation. Finding the problem: If the **buildings** are damaged **we** will pay the reasonable and necessary costs in locating the source of the damage up to £10,000 in addition to the policy **excess**, including the making good of any damage caused during the search.	The first £250 of each claim Loss or damage caused: • while the **home** is **unoccupied** or **unfurnished**; • by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; • by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; • by the inadequacy or absence of appropriate sealant or grout; • to the domestic water or heating installation and repairs to the pipes unless caused by freezing. The first £1,000 of each claim for loss or damage caused by **subsidence, heave** or **landslip** of the site as a result of leakage of water from pipes or drains.

Section 1: Buildings continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
6. Frost damage to any interior fixed domestic water or heating installation or pipes.	Loss or damage caused: • whilst the **home** is **unoccupied** or **unfurnished**.
7. Theft or attempted theft.	Loss or damage caused: • by **you, your family,** lodgers, paying guests, tenants or employees; • whilst the **home** is **unoccupied** or **unfurnished**.
8. Collision or impact with: **(a)** aircraft or other aerial devices or items dropped from them; **(b)** vehicles or animals; **(c)** falling trees or branches; **(d)** lampposts or telegraph poles. **We** will also pay the cost of removing trees or branches if they have caused damage to the **home**.	Loss or damage caused: • to hedges, gates or fences unless the **home** is damaged at the same time and by the same cause; • by pets and domestic animals • by felling, lopping or topping of **your** trees. The cost of removing the part of the tree that is still below ground.
9. Falling aerials (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the **home**.	Loss or damage caused: • to the device and its installation.

Section 1: Buildings continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
10. **Subsidence** or **heave** of the site that the **buildings** stand on or **landslip**.	The first £1,000 of each claim. Damage caused by or resulting from: • coastal or river erosion; • the movement of solid floor slabs unless the foundations beneath the external walls of the **home** are damaged at the same time and by the same cause; • the bedding down of new structures, **settlement**, movement of made up ground, shrinkage or expansion; • the action of chemicals or chemical reaction. • foundations which did not meet building regulations at the time of construction; • demolition, structural alteration or repair work; • poor design, faulty workmanship or the use of defective materials; Damage: • where compensation has been provided under any contract, legislation or guarantee; • to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the **home** is damaged at the same time and by the same cause; • something that is covered under a National House Building Council warranty or other similar guarantee or insurance policy.
11. **Accidental damage** for which **you** are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the **home**.	The cost of clearing blocked drains unless the blockage is caused by **accidental damage** to the fabric of the drains insured by this section.

Your home and its cover

Section 1: Buildings continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
12. Blocked Sewer pipes **We** will also pay up to £1,000 in addition to the policy **excess** for the cost of breaking into (and repairing) an underground pipe to clear a blockage, that **you** are legally responsible for, between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.	The cost of breaking into underground pipes to clear a blockage if there is no evidence that normal methods of releasing the blockage have been attempted. For example the appointment of a plumber. Any amount over £1,000.
13. Emergency Access. Loss or damage to the **buildings** and gardens within the boundary of **your home** caused by a member of the emergency services breaking into the **home**: • to rescue **you**, **your family**, lodgers, paying guests, tenants or **domestic employees**; • to prevent loss or damage to **your home**.	

Section 1: Buildings – Accidental Damage

Your schedule will show if **you** have chosen **accidental damage** cover.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
14. Accidental Damage. This cover only applies if **you** have selected it and it is shown on **your schedule**. **Accidental damage** to the **buildings**.	**We** won't pay claims under this section of the policy if they are covered or excluded elsewhere in the **buildings** section. Damage occurring whilst: • any part of the **home** is occupied by lodgers, tenants or paying guests; • the **home** is **unoccupied** or **unfurnished**. • the property is undergoing renovation, repair or structural works Damage caused by or arising from: • structural movement, **settlement**, shrinkage; • scratching, denting or chipping • water coming into the **home** irrespective of how this may have occurred other than as stated under paragraphs 4, 5 and 6 of Section 1 – Buildings. • the inadequacy or absence of appropriate sealant or grout. • pets and domestic animals

Section 1: Buildings – Benefits you receive

If **buildings** cover is shown in **your schedule,** the following benefits are included:

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
1. Alternative Accommodation and Loss of Rent. If **your home** is uninhabitable due to damage insured by Section 1 – Buildings **we** will pay: • the cost of similar alternative accommodation for **you**, **your family** and **your** pets; • rent which should have been paid to **you**; • ground rent which **you** have to pay. The most **we** will pay is £75,000. If **your schedule** shows **you** are covered for **buildings** and **contents** and **you** make a claim for alternative accommodation, we will only make one claim payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same claim.	Any amount over £75,000.
2. Loss of Keys. The cost of replacing and fitting the locks and keys of external doors and windows of the **home** if the keys are accidentally lost or stolen anywhere in the world. If **your schedule** shows **you** are covered for **buildings** and **contents** and **you** make a claim for loss of keys, **we** will only make one claim payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same claim.	

Section 1: Buildings – Benefits you receive continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
3. Professional Fees and Additional Costs. Following damage insured by Section 1 – Buildings and incurred as a direct result of the loss or damage to the **home** with **our** consent, **we** will pay: • the costs of complying with any government or local authority requirement; • fees to architects, surveyors and consulting engineers; • legal fees; • the cost of clearing the site and making it and the **home** safe.	Costs or fees for preparing and handling a claim under this section. Costs of complying with requirements that **you** were given notice of before the damage occurred. Costs for undamaged parts of the **buildings** except the foundations of the damaged parts.
4. Moving **Home**. If **you** are selling the **home** and the buyer has not arranged their own insurance, the buyer will have the benefit of Section 1 – Buildings between exchange of contracts or conclusion of missives, and the completion date, providing the buyer completes the purchase. **You** and the buyer must keep to the terms and conditions of **your** policy.	Loss or damage: • caused while the **home** is **unoccupied** or **unfurnished**; • occurring more than 30 days prior to the completion date.
5. Property Owners Liability. Compensation, legal costs and expenses which **you** (or if **you** die **your** personal representatives) legally have to pay to someone else in respect of accidental: • **bodily injury**; or • loss or damage to property happening during the **period of insurance**, which arises out of: **(a)** **you** owning but not occupying the **buildings** and its land; or **(b)** **your** previous ownership of any private property under Section 3 of the Defective Premises Act 1972. **We** will also pay **your** costs and expenses incurred with **our** written consent in connection with defending such claim. The most **we** will pay (inclusive of claimants and **your** legal costs and expenses agreed by **us** in writing) is £2,000,000.	Liability arising directly or indirectly from: • any contract or agreement that says **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for; • the occupation of the **buildings**; • any business or professional use of the **buildings**. • any lift (other than stair lift) **you** own or are responsible for: Liability for **bodily injury** to – **you** or **your family**; – a person employed by **you** or **your family**. Damage to property belonging to **you** or **your family** or for which **you** or **your family** are responsible. Any amount over £2,000,000.

IMPORTANT NOTE IN RESPECT OF: Property Owners Liability

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

Section 1: Buildings

What happens when I make a buildings claim?

To make a buildings claim please phone the claims helpline number in **your schedule** and tell **us** what has happened.

As long as the loss or damage is covered under **your** policy, and **you** have followed all the policy conditions (see page 56) **we** will decide whether to settle **your** claim by:

- rebuilding;
- repairing;
- replacing; or
- by making a payment in respect of the damaged part of the **buildings.**

We will repair or rebuild the damaged part of the **buildings** where **we** can.

Your schedule will show the amount of cover provided.

All repairs to **your buildings** will need to be carried out without delay to prevent further damage occurring.

Any general renovation, structural and redecoration repair works carried out by contractors appointed by **us** are guaranteed for 12 months.

What happens if you cannot repair/rebuild my buildings?

If repair or rebuilding is not carried out, **we** will pay **you**:

- the amount by which the **buildings** has gone down in value as a result of the damage or
- the estimated cost of repair or rebuilding, whichever is lower.

What happens if I have more than one claim in the period of insurance?

We will pay in respect of each incident of loss or damage up to the **buildings** limit shown on **your schedule** or in the policy, provided that all replacement or repair work is completed for each claim and any recommendations **we** make to prevent further loss or damage are carried out without delay.

What happens if I have not insured my buildings for the correct amount?

If at the time of the claim **we** identify that the amount **you** have insured **your buildings** for is below the rebuilding cost of the **buildings, we** may choose dependent on the circumstances to:

- reduce **your** claim in direct proportion to the amount of premium underpaid,
- charge an additional premium if applicable and pay **your** claim;
- refuse to pay **your** claim; and/or
- cancel the policy in line with "Cancelling Your Policy".

What happens to matching pairs, sets, suites and flooring?

In the event of loss or damage to parts of **buildings** which form part of a set of common design **we** will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

We will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles where replacements to the damaged parts cannot be matched.

If a wooden, laminate or vinyl floor covering is damaged beyond repair **we** will only pay for the damaged floor covering. **We** will not pay for undamaged floor coverings in adjoining rooms even if they are the same colour or design.

How we handle a claim for loss of Keys?

If the keys of external doors and windows of **your** home are lost or stolen, **we** will work with **you** to agree the relevant approach to repair or replace **your** locks and keys.

Section 2: Contents

Your schedule will show if **you** have chosen **contents** cover.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Any loss or damage to any of **your** or **your family's contents** whilst in the **home** caused by:	• The **excess** which is shown in the relevant section below or on **your schedule.** • Anything noted in the general exclusions section
1. Fire or smoke, explosion, lightning or earthquake.	
2. Riot, civil commotion, strikes, labour or political disturbances.	
3. Malicious Acts.	Loss or damage caused: • by **you**, **your family**, lodgers, paying guests, tenants or employees; • while the **home** is **unoccupied** or **unfurnished**. Any amount over £5,000 for loss or damage to the **contents** contained in garages or outbuildings at the **home**.
4. Storm or flood.	Loss or damage caused: • by rising ground water levels; • by frost. • to **pedal cycles** and **contents** left outside the **home**.
5. (a) Water escaping from any fixed domestic water or heating installation, drainage installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank. **(b)** Domestic heating fuel escaping from any fixed domestic heating installation. **Loss of water or oil:** **We** will also pay for loss of metered water or of domestic heating fuel from the **home** following **accidental damage** to the fixed water or heating installation. The most **we** will pay is £1,500 in addition to the policy **excess** in respect of loss of metered water or domestic heating fuel.	The first £250 of each claim Loss or damage caused: • whilst the **home** is **unoccupied** or **unfurnished**; • by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; • by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; • by the inadequacy or absence of appropriate sealant or grout. • to the domestic water or heating installation and repairs to the pipes.

Section 2: Contents continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
6. Theft or attempted theft.	Loss or damage caused: • by **you**, **your family**, lodgers, paying guests, tenants or employees; • while the **home** is **unoccupied** or **unfurnished**; • while any part of the **home** is lent, let, sub-let or shared unless following forcible and violent entry to or exit from the **home**. Any amount over £5,000 in addition to the policy **excess** and any items specified in **your schedule** for loss or damage to the **contents** contained in garages or outbuildings at the **home**.
7. Collision or impact with: **(a)** aircraft or other aerial devices or items dropped from them; **(b)** vehicles or animals; **(c)** falling trees or branches; **(d)** lampposts or telegraph poles.	Loss or damage caused: • by felling, lopping or topping of **your** trees. • by pets and domestic animals The cost of cutting down and removing a tree unless the **contents** are damaged at the same time and by the same incident.
8. Falling aerials (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the **home**.	Loss or damage caused: • to the device and its installation.
9. Subsidence or **heave** of the site that the **buildings** stand on or **landslip**.	Damage caused by or resulting from: • coastal or river erosion; • the movement of solid floor slabs unless the foundations beneath the external walls of the **home** are damaged at the same time and by the same cause; • the bedding down of new structures, **settlement**, movement of made up ground, shrinkage or expansion; • the action of chemicals or chemical reaction. • demolition, structural alteration or repair work; Damage: • where compensation has been provided under any contract, legislation or guarantee;
10. Contents in the Open. Loss or damage to **contents in the open** including plants. The most **we** will pay is £2,500 in addition to the policy **excess**.	Loss or damage: • caused while the **home** is **unoccupied** or **unfurnished**; • caused by storm or flood; • to **pedal cycles**. Any amount over £2,500.

Section 2: Contents continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
11. Household Removal. Loss or **accidental damage** to the **contents** while they are being moved by professional furniture removers from the **home** to **your** new permanent home within the **United Kingdom**.	Loss or damage: • caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers; • not reported within 7 days of delivery to a new home; • to **contents** in storage or being moved to or from storage; • to **high risk items** or **personal money**.
12. Freezer Contents. Loss or damage to food or drink in any freezer in the **home** caused by a change in temperature following; • a breakdown • a domestic fuse blowing • accidental failure of the public gas or electricity supply • contamination by the escape of refrigerant or refrigerant fumes.	Loss or damage caused: • by the deliberate act of the supply authority; • while the **home** is **unoccupied** or **unfurnished**.
13. Contents Temporarily Removed. Loss or damage to **contents** as a result of a cause listed in paragraphs 1–9 while temporary away from the **home**, but still in the **United Kingdom**. This is up to a maximum of 90 days while in the following locations – a deposit box in a bank; – an occupied private house or flat; – any other building where **you** or **your family** work or are temporarily living. The most **we** will pay is £5,000 in addition to the policy **excess**	Loss or damage to **contents** which is not in a building within the **United Kingdom** caused by fire, smoke, storm, flood, theft or malicious damage. Loss or damage caused by theft or attempted theft unless following forcible and violent entry to or exit from the building. Loss or damage to **contents**: • which have been removed for sale, exhibition or placed in a furniture depository; • taken with **you** or **your family** while living and studying away from the **home**. Any amount over £5,000.
14. Students Cover. Loss or damage insured by Section 2 – Contents, paragraphs 1–9 to the **contents** belonging to **you** or **your family** while in full time education in the **United Kingdom** and living and studying away from the **home**. The most **we** will pay is £5,000 in addition to the policy **excess**.	Loss or damage that did not occur in a building where **you** or **your family** live. Loss or damage caused by theft or attempted theft from a building unless following forcible and violent entry to or exit from the building. Any amount over £5,000.

Section 2: Contents continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
15. **Personal Money** and **Credit Cards**. **(a)** Loss or theft anywhere in the world of **personal money** belonging to **you** or **your family**. The most **we** will pay is £1,000 in addition to the policy **excess**. **(b)** Financial loss following fraudulent use of **credit cards** belonging to **you** or **your family** anywhere in the world. The most **we** will pay is £1,000 in addition to the policy **excess**.	**(a)** Losses caused by accounting error or omissions. Losses or thefts not reported to the Police as soon as possible after discovery. Loss or theft from the **home** • while the **home** is **unoccupied** or **unfurnished**. • unless forcible and violent entry to or exit from the **home**. Loss or theft from an unattended motor vehicle. **(b)** Losses caused by accounting error or omissions. Any loss not reported to the issuing company as soon as possible after discovery. Liability following breach of the terms and conditions of use. Any loss as a result of the unauthorised use by **you** or **your family**, lodger, guest, tenant or employee. Any amount over £1,000.
16. Tenants Cover. Loss or damage to: **(a)** Fixtures and fittings, greenhouses and sheds installed by **you** at the **home** and insured by Section 2 – Contents paragraphs 1-9 of **your** policy for which **you** are responsible; **(b)** The structure, decorations, fixtures and fittings of the **home** that **you** are responsible for as a tenant under a tenancy agreement insured by Section 1 – Buildings paragraphs 1– 10 of **your** policy. The most **we** will pay is £15,000 in addition to the policy **excess**.	Loss or damage caused**:** • while the **home** is **unoccupied** or **unfurnished** • which **we** have indicated that **we** will not pay for under paragraphs 1–10 of Section 2 – Contents. • which **we** have indicated that **we** will not pay for under paragraphs 1-10 of Section 1 – Buildings. Any amount over £15,000.

Section 2: Contents – Accidental Damage

Your schedule will show if **you** have chosen **accidental damage** cover.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
17. **Accidental Damage**. This cover only applies if **you** have selected it and it is shown on **your schedule**. **Accidental damage** to the **contents** while in the **home**.	**We** won't pay claims under this section of the policy if they are covered or excluded elsewhere in the **contents** section. Loss or damage to: • **contents in the open**. Loss or damage caused: • whilst any part of the **home** is occupied by lodgers, tenants or paying guests; • whilst the **home** is **unoccupied** or **unfurnished**. • by pets and domestic animals • by computer viruses • to sports equipment whilst in use • or arising from scratching, denting or chipping • by water coming into the **home** irrespective of how this may have occurred other than stated under paragraphs 4 and 5 of Section 2 – Contents. • by the inadequacy or absence of appropriate sealant or grout. The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.

Section 2: Contents – Benefits you receive

If **contents** cover is shown in **your schedule** the following benefits are included.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
1. Alternative Accommodation. The cost of similar alternative accommodation for **you**, **your family** and **your** pets if **your home** is uninhabitable due to damage insured by Section 2 – Contents during the time necessary for the **home** to be restored to a habitable condition. The most **we** will pay is £20,000. Following a claim under this section, when **your home** is uninhabitable, **your contents** will be covered at both **your home** and the address of the alternative accommodation. If **your schedule** shows **you** are covered for **buildings** and **contents** and **you** make a claim for alternative accommodation, we will only make one claim payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same claim.	Any amount over £20,000.
2. Loss of Keys. The cost of replacing and fitting the locks and keys of external doors and windows of the **home** if the keys are accidentally lost or stolen anywhere in the world. If **your schedule** shows **you** are covered for **buildings** and **contents** and **you** make a claim for loss of keys, **we** will only make one claim payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same claim.	
3. Title Deeds. The cost of preparing new title deeds to the **home** following loss or damage insured by Section 2 – Contents while in the **home** or kept with **your** solicitor, bank or mortgagee for safe keeping.	
4. Legally Downloaded Audio/Visual Files. Loss or damage insured by Section 2 – Contents paragraphs 1–9 to legally downloaded audio/visual files. The most **we** will pay is £2,500 in addition to the policy **excess**.	• any illegally downloaded files • files where proof of purchase is not available; • the cost of remaking any film, disc or tape or rewriting any of the information stored. Any amount over £2,500.

Section 2: Contents – Benefits you receive continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
5. Religious festivals, wedding or civil partnerships. **We** will increase the **contents** limit under Section 2 – Contents by 10%; • for one month before and after the religious festival for **you** or **your family** to cover gifts and extra food and drink at **your home**; • for one month before and after the wedding or civil partnership of **you** or **your family** to cover wedding gifts and extra food and drink at the **home**, at the reception or in transit between the **home** and the reception.	
6. Visitors' personal possessions **We** will pay for theft of or damage to visitors' personal possessions whilst in the **home**. The most **we** will pay is £500 in addition to the policy **excess**.	• personal possessions belonging to lodgers, tenants and paying guests; • personal possessions belonging to visitors staying at the **home** for more than 28 consecutive days. • personal possessions covered more specifically under the visitors own insurance policy Any amount over £500.
7. Shopping in transit **We** will pay for theft, loss of or damage to food and other items while **you** or a member of **your family** are transporting them from a shop or market to **your home**. The most that **we** will pay is £1,000 in addition to the policy **excess**.	• any electrical items either battery or mains operated; • theft or loss from unattended motor vehicles unless from a closed glove compartment, locked luggage boot or locked luggage compartment following forcible and violent entry to a vehicle which has been locked and all windows and sunroofs closed; • loss of or damage to frozen food as a result of defrosting. Any amount over £1,000.

Section 2: Contents – Benefits you receive continued

WHAT WE COVER YOU FOR:

8. Occupiers and Personal Liability.

(i) Compensation, legal costs and expenses which **you** and **your family** (or if **you** die **your** personal representatives) legally have to pay to someone else in respect of accidental:

(a) bodily injury; or

(b) loss or damage to property happening during the **period of insurance** in the;

- **United Kingdom**; and/ or
- the rest of the world for temporary visits;

and which arises out of:

(a) you and **your family** occupying the **home** including its land; or

(b) your acts or omissions as a private individual.

We will also pay **you** and **your family's** costs and expenses incurred with **our** written consent in connection with defending any such claim.

The most **we** will pay (inclusive of claimants and **you** and **your family's** legal costs and expenses agreed by **us** in writing) for any one incident is £2,000,000.

(ii) Compensation, legal costs and expenses which **you** and **your family** (or if **you** die **your** personal representatives) legally have to pay in respect of **bodily injury** to **your** and **your family's domestic employees** happening during the **period of insurance** and arising out of their employment by **you** and **your family**.

We will also pay **you** and **your family's** costs and expenses incurred with **our** written consent in connection with defending any such claim.

The most **we** will pay (inclusive of claimants and **you** and **your family's** legal costs and expenses agreed by **us** in writing) for any one incident is £10,000,000.

WHAT WE DON'T COVER YOU FOR:

Liability arising from:

- **bodily injury** to:
  - **you** or **your family**; or
  - a person other than a **domestic employee** employed by **you** or **your family**;
- damage to property (other than temporary holiday accommodation) that belongs to or is in the care or control of **you** or **your family**;
- any contract or agreement that says that **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for;
- ownership of any land or building including the **home**;
- an illness or disease **you** or **your family** pass onto someone else;
- **your** current or former trade, business, profession or occupation whether or not such liability arises out of a job carried out for reward;
- **you** causing the death of or injuring any **domestic employee** if they have driven or been a passenger in a motor vehicle if **you** need insurance under the Road Traffic Act
- the ownership, custody, control or use of:
  - any motorised vehicle that should be covered by compulsory motor insurance as required under any Road Traffic Legislation;
  - caravans, horse boxes or trailers;
  - any form of aircraft (including models) and any type of drone or hovercraft;
  - watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft);
  - animals other than domestic pets and horses;
  - dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amending legislation;
  - firearms, except legally-held sporting guns while being used for sporting purposes;
- fines, penalties or aggravated, punitive, or exemplary damages.

For **(i)** any amount over £2,000,000.

For **(ii)** any amount over £10,000,000.

Section 2: Contents

What happens when I make a contents claim?

To make a contents claim please phone the claims helpline number in **your schedule** and tell **us** what has happened.

As long as the loss or damage is covered under **your** policy, and **you** have followed all the policy conditions (see page 56) **we** will decide whether to settle **your** claim by:

- repairing;
- replacing; or
- by making a cash payment in respect of the damaged **contents.**

We will repair or replace the **contents** where **we** can.

Your schedule and/or **your** policy wording will show the amount of cover provided.

If **we** offer to repair or replace **your contents** this will be through **our** network of suppliers, but if **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers.

What happens if you cannot repair/replace my contents?

If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

What happens if I have more than one claim in the period of insurance?

We will pay in respect of each incident of loss or damage up to the **contents** limit shown on **your schedule** or in the policy, provided that all replacement or repair work is completed for each claim and any recommendations **we** make to prevent further loss or damage are carried out without delay.

What happens if I have not insured my contents for the correct amount?

If at the time of the claim **we** identify that the amount **you** have insured **your contents** for is below the cost to replace all **your contents** as new**, we** may choose dependent on the circumstances to:

- reduce **your** claim in direct proportion to the amount of premium underpaid;
- charge an additional premium if applicable and pay **your** claim
- refuse to pay **your** claim; and/or
- cancel the policy in line with "Cancelling Your Policy".

Will I need to provide you with receipts or any proof of ownership?

We will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.

How will you handle a claim for my high risk items?

The most **we** will pay for **high risk items** in total and for an individual item, set or collection are shown in **your schedule**.

The values of some of **your high risk items**, in particular jewellery, are likely to change considerably. **We** recommend that **you** have the values of these items checked regularly (at a minimum every two years) and should the values change in order to ensure **you** are fully protected, **you** must tell **Swinton Insurance** straight away.

High risk items are covered up to 30% of **your contents** limit shown in **your schedule**. With a single **high risk item** limit of £2,000 unless shown as specified on **your schedule**. Any specified items are covered in addition to the 30% limit.

How we handle a claim for loss of Keys?

If the keys of external doors and windows of **your** home are lost or stolen, **we** will work with **you** to agree the relevant approach to repair or replace **your** locks and keys.

Section 2: Contents continued

What happens to matching pairs, sets, suites and carpets?

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including carpets and curtains) **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

If **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us.**

If a carpet or curtain is damaged beyond repair **we** will only pay for the damaged carpet or curtains. **We** will not pay for undamaged carpets or curtains in adjoining rooms even if they are the same colour or design.

Section 3: Personal Possessions

Your schedule shows if this section applies to **your** policy.

WHAT WE COVER YOU FOR:

Theft, accidental loss of or **accidental damage** to **your personal possessions** whilst within the **United Kingdom,** or anywhere else in the world for up to 60 days in any one **period of insurance** which **you** or **your family** own or are legally responsible for.

Your cover limit will be shown in **your schedule**

The single article limit is £2,000 unless specified in **your schedule.**

Any items over £2,000 specified in **your schedule** will be covered inside and outside **your home**.

WHAT WE DON'T COVER YOU FOR:

The **excess** which is shown on **your schedule**.

Anything listed under the general exclusions.

Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked.

Any amount over £1,000 in addition to the policy **excess** in respect of loss of property from an unattended road vehicle.

Loss or damage to:

- sports equipment including fishing equipment whilst in the course of play or use;
- **pedal cycles** while being used for racing, rallies, pace making or trials;
- the strings or drum skins of musical instruments;
- navigational, audio or communication equipment unless designed to be portable with an independent power supply and means of use.
- camping equipment
- **domestic employees personal possessions** when they are not travelling with **you** or **your family**

Loss or damage caused by or arising from:

- scratching, denting or chipping;
- the cost of remaking any film, disc or tape or the value of any information contained on it;
- the cost of recovering any digital information.

Loss or damage:

- caused by theft not involving forcible and violent entry or exit from any temporary lodging or room of temporary accommodation for **you** or **your family**;
- to **personal possessions** taken with **you** or **your family** while living and studying away from the **home**;
- to **pedal cycles**
  - by theft if unattended and outside the boundary of the **home** unless in a locked building or attached by a locked security device between the **pedal cycle's** frame and a permanently fixed structure;
  - accessories or tyres unless the **pedal cycle** frame is stolen, lost or damaged at the same time.

For specified items any amount over the value listed in **your schedule**.

Section 3: Personal Possessions

What happens when I make a personal possessions claim?

To make a personal possessions claim please phone the claims helpline number in **your schedule** and tell **us** what has happened.

As long as the loss or damage is covered under **your** policy, and **you** have followed all the policy conditions (see page 56) **we** will decide whether to settle **your** claim by:

- repairing;
- replacing or
- by making a cash payment in respect of the damaged **personal possessions.**

We will repair or replace the **personal possessions** where **we** can.

Your schedule will show the amount of cover provided.

If **we** offer to repair or replace **your personal possessions** this will be through **our** network of suppliers, but if **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers.

What happens if you cannot repair/replace my personal possessions?

If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

If the item is a specified **personal possession** and **we** provide **you** with a cash sum to replace the item, **you** need to speak to **Swinton Insurance** to insure any new item **you** purchase to replace the specified item. As **we** will remove the totally lost/destroyed item from **your** insurance cover.

Is there a limit to how much I can claim for each item?

The most **we** will pay in respect of any one item, set or pair of unspecified **personal possessions** is £2,000 unless shown as otherwise on **your schedule.**

If **you** have specified individually any **personal possessions** this will be covered up to the sum insured shown on **your schedule**, and is in addition to any unspecified **personal possessions** amount shown on **your schedule**.

If any **personal possessions** specified or unspecified are left in an unattended road vehicle and **you** suffer a loss the maximum amount **we** will pay is £1,000 in addition to the policy **excess;**

What happens if I have more than one claim in the period of insurance?

We will pay in respect of each incident of loss or damage up to the **personal possessions** limit shown on **your schedule** or in the policy, provided that all replacement or repair work is completed for each claim and any recommendations **we** make to prevent further loss or damage are carried out without delay.

What happens if I have not insured my personal possessions for the correct amount?

If at the time of the claim **we** identify that the amount **you** have insured **your personal possessions** for is below the cost to replace all **your personal possessions** as new**, we** may choose dependent on the circumstances to:

- reduce **your** claim in direct proportion to the amount of premium underpaid;
- charge an additional premium if applicable and pay **your** claim;
- refuse to pay **your** claim; and/or
- cancel the policy in line with "Cancelling Your Policy".

The values of **your personal possessions**, in particular jewellery, are likely to change considerably. **We** recommend that **you** check regularly the value of **personal possessions** (at a minimum every year) **you** or **your family** normally carry on **your** person and should the values change in order to ensure **you** are fully protected, **you** must tell **Swinton Insurance** straight away.

Section 3: Personal Possessions continued

Will I need to provide you with receipts or any proof of ownership?

We will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.

What happens to matching pairs and sets?

In the event of loss or damage to part of a pair, set and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

If **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair or set; or
- the cost to make up any loss in value of the undamaged pair or set immediately before and after the loss or damage.

You agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair or set to **us.**

Section 4: Home Legal Expenses

Important information about Home Legal Protection Insurance

1) **Your** Home Legal Expenses is a contract of insurance between you and RAC Insurance Limited with additional services provided by RAC Motoring Services. The contract consists of:
   a) This **policy** booklet;
   b) The **policy** schedule;
   c) Any notices **we** send **you**, for example, any letter **we** send **you** notifying **you** if there are any changes.
2) A premium is payable for the contract of insurance which will be made clear to **you** in advance of purchase.
3) Home Legal Expenses is arranged and administered by RAC Insurance Limited.
4) Home Legal Expenses is intended to provide cover for the costs of;
   a) Pursuing or defending a **claim** in respect of a dispute relating to personal goods or services, or for claiming against an at-fault third party for damage caused to **your** personal property in **your home** (Section A);
   b) Pursuing a **claim** for personal injury as a result of an accident or clinical negligence (Section B);
   c) Pursuing or defending a **claim** in relation to your employment (Section C);
   d) Pursuing a **claim** in relation to a breach of **your** rights in respect of **your home**, or in relation to a dispute concerning the buying or selling of **your home** (Section D);
   e) Making a **claim** to respond to an enquiry into your personal tax affairs by HMRC (Section E);
   f) Defending a prosecution relating to a motoring offence (Section F) and;
   g) Making a claim for lost earnings as a result of Jury Service (Section G).

   It meets the demands and needs of those who wish to ensure such risks are met now and in the future.
   h) Home Legal Expenses also provides a Telephone legal helpline to assist **you** with advice relating to private legal matters (Section H).
5) There is no limit to the number of **claims you** can make in any **policy period**. The amount that is covered for certain types of **claims** or for certain sections are set out in this booklet.

Your Home Legal Expenses

Home Legal Expenses is provided by RAC Motoring Services (310208) and RAC Insurance Ltd (202737). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the above details on the Financial Services Register by visiting the FCA website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Definitions

Any words in bold in this section have a specific meaning, which **we** explain below.

"claim"
Means an incident which **we** accept as falling within the terms and **policy period** of this Home Legal Expenses **policy** and which, in **our** reasonable opinion, is the incident or first in a series of incidents that could lead to a **claim** being made;.

"home"
Means the private residence shown in **your** Policy Schedule including garage/s and outbuildings.

"legal costs"
Means:

1) The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements or accountancy fees incurred by **you** and agreed by **us** in pursuing or defending a claim; and/or
2) The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

Section 4: Home Legal Expenses

"legal proceedings"
Means the pursuit or defence of civil legal cases for damages and/or injunctions or specific performance.

"legal representative"
Means **us**; or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

1) To try to recover all **legal costs** from the other party;
2) Not to submit any **claim** for **legal costs** until the end of the case; and
3) To keep **us** informed, in writing, of the progress of **legal proceedings**;

"policy"
Means this Home Legal Expenses insurance policy that is subject to the terms and conditions in this booklet, along with **your Policy** Schedule;

"policy period"
Means the length of time this **policy** is in force, from the **start date** as shown on **your** schedule;

"proportionate"
Means the value of the **claim** must be greater than the costs of pursuing the **claim.**

"RAC"/"we"/"us"/"our"
Means RAC Insurance Limited and any person employed or engaged to provide certain services on its behalf or on behalf of the RAC Group;

"reasonable prospects of success"
means a 51% or above chance of recovering damages, obtaining any other legal remedy which **we** have agreed to or being successful in defending a **claim** or being successful in an appeal or defence of an appeal.

"standard terms of appointment"
Means the terms and conditions which **we** will require the **legal representative** to accept in order for **us** to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **claim**. A copy of these terms can be requested by contacting **us**.

"start date"
Means the date that this **policy** begins, or renews, as shown on **your Policy** Schedule;

"territorial limits"
Means

a) For sections A-B of **your** policy, the **UK** and the European Union.
b) For sections C-G of **your** policy, the **UK**.

"UK"
Means England, Scotland, Wales, Northern Ireland, and for the purpose of this policy includes Channel Islands and the Isle of Man;

"you"/"your"
Means the person(s) named as insured on your Policy Schedule and any members of your **family** permanently residing at your **home**.

Your Policy Cover

We will provide you with cover for **your legal costs** associated with pursuing or defending a **claim** that falls within the **policy** terms of sections A-G below up to a limit of £100,000 provided that;

- The incident occurs within the **policy period**;
- The incident occurs within the **territorial limits** and;
- **Your claim** has **reasonable prospects of success** (sections A-F only).

We will also provide **you** with a Telephone Legal Helpline service that falls within the **policy** terms of section H.

How to Make a Claim

Please let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**. To make a **claim**, just call **our** Telephone Legal Helpline for help and advice on 0333 035 9760.

Section 4: Home Legal Expenses continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Section A - Consumer Issues	
Legal costs for the pursuit or defence of a **claim** relating to a contract for the sale, purchase, servicing, repair or hire of personal goods or services. **Legal costs** to pursue a **claim** relating to physical damage to **your** personal property at **your home**.	1. A dispute involving any government body, local or public authority; 2. A contract involving a financial services provider; 3. A lease, tenancy or licence to use land; 4. A contract relating to a vehicle owned by **you** or which **you** are legally responsible for; 5. Any **claim** relating to a contract involving the construction or alteration of a building for **your** own use except in relation to disputes where the amount in dispute is below £15,000 inclusive of VAT; or 6. Arising from the purchase or sale of **your home**.
Section B - Personal Injury and Clinical Negligence	
Legal costs to pursue **legal proceedings** against a third party if **you** suffer injury or death due to an accident or as a result of clinical negligence.	1. An accident involving a motor vehicle where you were driving or were being carried as a passenger; 2. Any **claim** for personal injury which was not caused by a specific or sudden incident, or which develops gradually; or 3. A **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.
Section C - Employment Disputes and Employee Defence	
Legal costs if you are an employee, or ex-employee, and experience a breach of **your** rights under **your** contract of employment; and/or employment laws and **you** wish to pursue a **claim** in an Employment Tribunal (or equivalent outside of England and Wales); or **Legal costs** if one of the following situations arises from **your** work as an employee; 1. **You** are dealing with the police or Health and Safety Executive or other prosecuting agency, prior to being charged with an offence; 2. **You** are being prosecuted in a criminal court 3. **You** have a **claim** brought against **you** under Article 82 of the General Data Protection Regulation; 4. **You** have a **claim** brought against **you** for unlawful discrimination or; 5. **You** are facing a formal investigation or disciplinary hearing brought by a trade association or professional or regulatory body.	1. Any **claim** which relates only to the **legal costs** of any disciplinary or investigatory procedure; 2. Any **claim** which solely relates to the **legal costs** of a settlement agreement; or 3. Fines, damages or other penalties a court or other authority orders **you** to pay.

Section 4: Home Legal Expenses continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Section D – Property Issues	
Legal costs for a **claim** if you suffer nuisance, trespass or physical damage to **your home**. **Legal costs** for a **claim** in relation to a dispute for buying and selling of **your home**.	1. Any incident relating to works undertaken or due to be undertaken by or under the order of any government or public or local authority unless the **claim** relates to accidental physical damage; 2. Any incident relating to, directly or indirectly, planning law; 3. Any incident relating to subsidence, heave, landslip, mining or quarrying of land underneath **your home**; or 4. Any **claim** relating to a contract involving the construction or alteration of a building for **your** own use.
Section E – Tax Disputes	
Legal costs for a claim to respond to a formal aspect or full enquiry into **your** personal Income Tax position from HM Revenue and Customs. **You** must have kept complete, truthful and up to date records and have provided HM Revenue and Customs with all information reasonably required in a timely manner.	1. Any **enquiry** which involves allegations of fraud, deliberate misstatement or omissions, including under declaring **your** income; or 2. Any **enquiry** related to **your** business, trade or profession.
Section F – Motor Prosecution Defence	
Legal costs for a **claim** if **you** have received a summons or requisition for prosecution to attend court for an alleged motoring offence. Pleas in mitigation are covered where **reasonable prospects** of avoiding a disqualification exist.	1. **We** cannot provide help if **your claim** relates to an alcohol, drugs or parking related offence; 2. Any **claim** where the driver does not hold a valid driving licence at the time of the incident; or 3. Fines, or other penalties a court of criminal jurisdiction orders **you** to pay.
Section G – Jury Service	
We will pay **your** net salary or wages for the period that **you** are absent from work as a result of jury service up to a limit of £100,000. Payments shall be calculated based on an 8-hour working day, and the duration of **your** absence from work to the nearest half day. One day's pay shall be calculated as 1/250th of **your** annual net pay. If **you** work part-time, any amount payable shall be calculated on a pro-rata basis. **We** will require evidence of **your** earnings in the form of payslips or, if **you** are selfemployed, evidence **you** have provided to HMRC of **your** monthly average earnings. Claims will only be considered on conclusion of **your** period of jury service.	1. Any amounts payable by the court or that are recoverable from **your** employer; or 2. Payment for loss of net salary or wages when **you** have not provided **your** payslips for the last 12 months or tax return for the preceding tax year.

Home legal expenses

Section 4: Home Legal Expenses continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Section H – Telephone Legal Helpline	
We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call **us** on 0333 035 9760. **We** will give **you** initial legal advice on any private legal matter within the UK. **We** will tell **you** what your legal rights are, which options are available to you and how best to implement them. **We** will let **you** know if **you** need a lawyer.	1. Advice on business / commercial matters (including advice as a landlord), immigration or judicial review; 2. Advice where in our reasonable opinion **we** have already given **you** the options available.

General Conditions applying to this section

The following conditions apply to all sections of this **policy**. If **you** do not comply, **we** can refuse cover and/ or cancel **your** policy.

1. **Claims** can be complex and technical. **You** must follow our advice or that of the **legal representative** to continue to receive funding from **us**. If **you** do not (for example, you go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to us straight away or take any other action that may harm **your** case) **we** may withdraw cover.
2. **We** will not cover **legal costs** that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**.
3. **We** will not cover **legal costs** where **you** ought reasonably to have known that an incident leading to a **claim** was possible prior to the purchase of the **policy**.
4. **We** may withdraw cover if at any point **your claim** does not have **reasonable prospects of success**.
5. **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt.
6. **You** must notify **us** of all offers to settle **your claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your claim**.
7. **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen.
8. Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** want to do this, please tell **us** their name and address so **we** can consider **your** request. **Your** suggested **legal representative** must agree to **our standard terms** of **appointment**, which **you** can request a copy of. **You** will have to pay any legal costs above the rate **we** would normally pay **our** preferred **legal representative**, which is £120 per hour. This amount may vary from time to time. If for any reason **we** can't agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or a similar body) to name one.
9. If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**, or any company within the Atlanta group of companies.
10. **We** will not provide cover for class actions or test cases.
11. **We** will not provide cover for disputes between **you** and someone who **you** currently or have previously lived with;
12. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**.
13. If **you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

Section 5: Home Emergency Cover

The cover in this section applies if it is shown on **your schedule** and if **you** have paid the premium.

This section provides **you** with help for specific **home emergencies** that **you** may not already have insurance cover for which affect the safety and security of **your home**, potentially making it uninhabitable. It isn't designed to replace **your** buildings and contents insurance and won't provide assistance for normal day-to-day **home** maintenance.

The **emergencies** this policy provides assistance for are:

- Boiler & Heating
- Plumbing and Drainage
- Failure of internal electrics
- Pests
- Gas supply pipe

If **you** have recently moved into **your** home, **we** recommend that a service is carried out on **your** boiler and central heating system. **You** should maintain your boiler in accordance with manufacturer's guidelines.

Please call **us** on **0333 035 9007** as soon as **you** are aware of the **emergency**.

AXA Assistance (UK) Limited provides the services described in this section.

Definitions applicable to Section 5

The following defined words are printed in **bold** type and the meanings of these words are set out below and apply only to this section of **your** policy.

Authorised Contractor
A tradesperson authorised by **us** to assess **your** claim, and carry out repairs in **your home** under **your** policy and under **our** delegated authority.

Emergency
A sudden and unforeseen incident in **your home** which immediately; exposes **you** or a third party to a risk to health or; creates a risk of loss or damage to **your home** and/or any of **your** belongings or; makes **your home** uninhabitable.

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

Home
For the purposes of section 5 only. **Your home** is the house or flat on **your schedule**, its integral (built-in) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

Permanent repair
Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.

Reinstatement
Making good any damage caused to the fabric of **your home** where **we** have gained **access** to the **emergency**.

Reimbursement Basis
Subject to **our** prior agreement and on receipt of the engineer / installer/ supplier/ **authorised contractor's** fully itemised invoice, **we** will pay **you** a contribution to the cost of the **emergency** repair covered under this section which **you** will arrange **yourself**. This will be in full and final settlement of **your** claim.

Temporary Repair
Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a **permanent repair**.

Trace and Access
Identifying and locating the source of the **emergency**, and gaining the necessary access to resolve it.

You
For the purposes of this section, **you** also includes an immediate member of **your family** normally living at **your home**.

Section 5: Home Emergency Cover continued

Set out below are the covers, and exclusions, which limit the type and value of **emergency repairs you** can claim for.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
We will only pay for the **emergency repairs**.	**We** will not pay for any damage caused by the **emergency**.
Plumbing	
An **emergency** relating to: The internal hot and cold water pipes between the main internal stopcock and the internal or external taps; The cold water storage tank; Flushing mechanism of a toilet; A leak from: • **Your** toilet; • Pipes leading to and from the shower or bath; • Internal section of the overflow pipe; • Central heating water pipes; • Radiators.	Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain; Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins. Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines; Septic tanks, swimming pools and hot tubs; Repair to, or replacement of, all pipe work outside the **home**; Dealing with temporarily frozen pipes; The cost of **reinstatement**, resulting from **trace and access**.
Drainage	
An **emergency** relating to the waste pipes causing a blockage or a waste water leak. • Blocked or leaking waste pipes, and blocked rainwater drains; • Blocked sinks, baths, toilets or external drainage; • Blocked or leaking soil vent pipes, provided **you** are solely responsible for this. **You** will still be covered if **you** do have another working toilet or bathing facility.	Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the **home**); Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes; Regularly cleaning **your** drains and any descaling of **your** drains; Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain other than if this causes an **emergency**; Repairing or unblocking drains which are used for commercial purposes; Making access to drain systems points of entry (such as manhole covers) if these have been built over; Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil; The cost of **reinstatement**, resulting from **trace and access**.

Section 5: Home Emergency Cover continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Failure of internal electrics	
Failure of **your** electrics rendering **your home** uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.	Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs; Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **home**.
Removal of pests	
Removal of rats, mice, grey squirrels, wasps and hornets, where evidence of infestation in **your home** has been found.	Pests found outside **your home**, such as in detached garages and outbuildings. Failure to follow remedial advice made by **us** or by **our authorised contractor** on pest prevention, hygiene measures, or elimination and blockage of entry point. **We** are unable to assist where there is infestation of protected species.
Internal gas pipe	
A leak from the internal gas supply pipe in **your home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service. If **you** think **you** have a gas leak, **you** should immediately call the National Gas Emergency Service on 0800 111 999.	Restoration of gas supply is not included. Please contact **your** Utility Company who will be able to arrange this for **you**; Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection; The cost of **reinstatement**, resulting from **trace and access**.

Section 5: Home Emergency Cover continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Boiler and heating system	
Failure or breakdown of **your** primary heating/hot water system, resulting in no hot water and/or heating. **We** will also cover **you** for: • A loss of water pressure within a boiler due to a fault; • A water leak from the boiler/heating system; • Radiators and pipes leading to radiators. Included: Domestic gas boiler within **your home**, the output of which does not exceed 60kW. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue; **Important note** Claims related to other forms of primary heating, such as renewable technologies in **your home** or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a **reimbursement basis** if an **authorised contractor** is not available at the time in **your** local area.	Commercial boilers or heating systems with an output of over 60kW; Any heating system which is not wholly situated within **your home** or is shared with neighbouring dwellings; Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Thermostatic valves; Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device; Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame; Any costs for the repair of **your** heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty; Boilers which are still working, but **you** suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to **our authorised contractor**; Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **your** boiler or main heating system; Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps. Any loss or damage resulting from a lack of maintenance, including that caused by or to a boiler or central heating system which has not been maintained in accordance with manufacturers' instructions, it is **your** responsibility to check the requirements for **your** specific appliance. **Important note** Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

Section 5: Home Emergency Cover continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Boiler and heating system – beyond economical repair	
If in the opinion of **our authorised contractor, we** are unable to repair **your** boiler/hot water system, **we** will pay **you** £250 towards buying a replacement boiler or heating system. This can be claimed on a **reimbursement basis** within 90 days of **our** attendance at **your home**; If **we** are unable to repair **your** boiler/hot water system and **you** choose to not replace it, cover under this section will not apply.	Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if **you** reside in a hard water area (as per the Local Water Authority); Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders; Repair to, or replacement of, gas appliances such as cookers; Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions; Repair or replacement of the flue due to wear and tear; Any adaptations made to the property which do not comply with the regulations applicable at the time;
Temporary heating	
If **you** have no heating and a part needs to be ordered following the engineer's first visit, or if **we** are unable to repair the boiler/heating system, **you** have the option to either purchase heaters up to a value of £50 inc VAT on a **reimbursement basis**; or Alternatively **we** can deliver two temporary heaters to **your home**. These heaters are **yours** to keep.	

Section 5: General Exclusions applicable to this section

We will not cover the following:

1. Loss or damage arising from **emergencies** which were known to **you** before the start date of **your** policy;
2. Any loss where **you** did not contact **us** to arrange repairs;
3. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
4. Any **emergency** in **your home** that has been unoccupied for more than 30 consecutive days;
5. If **you** are aggressive towards **our authorised contractors** or staff;
6. A repair if **you** impede or prevent access to **your home** at reasonable times to complete the repair;
7. Any defect, damage or breakdown directly caused by third party interference, (unless carried out by **our authorised contractor**) including attempted repairs or modifications which do not meet recognised industry standards.
8. 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;
9. Any loss or damage arising from structural problems as a result of any form of **subsidence**, **landslip**, **heave**, bedding down of new structures, demolition, alterations to **your home** or the use of defective products;
10. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
11. Normal day to day maintenance at **your home** that **you** should carry out.
12. Replacing items that wear out over a period of time;
13. Replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**;
14. If **you** have been advised of remedial work, which **you** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **your** local water authority, utility company or boiler manufacturer;
15. Costs for repairs, parts or services payable under this section unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims helpline, and **we** have approved a contractor in advance;
16. Cost of **reinstatement** where damage would be caused to the **buildings** to locate the source of the **emergency**;
17. Any boiler inspections or any other **emergency repairs** where asbestos may be disturbed;
18. The removal of asbestos;
19. Reinstating **your home** it to its original condition before the **emergency** other than leaving **your home** safe and habitable;
20. Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised contractors** being able to attend to the **emergency** or carry out work in **your home**;
21. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Section 5: General Conditions applicable to this section

1. How to make a claim.

Are **you** having an **emergency** relating to one of the following:

Plumbing and Drainage.

Failure of internal electrics.

Pests.

Gas supply pipe.

Boiler & heating system.

If so, please call **us** as soon as **you** are aware of the **emergency** to obtain assistance, on the 24 hour **Emergency** Helpline: **0333 035 9007** or alternatively **you** can register a claim online: www.swinton.homemanager.link

You should have the following information available, when making a claim.

- **Your** name, **home** postcode and contact details
- An idea of what the problem is

You may not claim under section 5 – Home Emergency Cover for the first 14 days unless **your** policy is a renewal of a previous policy.

What will happen next

If **we** agree **you** have suffered an **emergency** at **your home** and cover is in place, **we** will:

- Advise **you** how to protect **yourself** and **your home** immediately;
- Arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment
- **We**, along with **our authorised contractors** under **our** delegated authority, will manage **your** claim from that point onwards and keep **you** updated throughout **your** claim journey;
- Agree to settle **your** claim on a **reimbursement basis** which may happen in circumstances when **we** may find it difficult to deploy an **authorised contractor** to attend **your home** or deal with **your emergency** within a reasonable timescale. Examples of such circumstances are:
- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist.

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to £500 inc. VAT for the work they complete to resolve the **emergency** repair covered under **your** policy.

Please provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement. If a new boiler or heating system is installed, **you** will also need to provide the make, model, serial number and Gas Council number.

- **We** will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency** repair;

Section 5: General Conditions applicable to this section
continued

If the **emergency** repair costs more than £500, **we** will require **you** to contribute the difference or subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, **we** would pay **you** up to £500 inc. VAT as a contribution to the cost of the **emergency** repair covered under this section which **you** will arrange **yourself**, deducting the costs already reasonably incurred by **our authorised contractor**, for the initial visit.

This will be in full and final settlement of **your** claim

- In the event of **your home** becoming uninhabitable and remaining so because of a covered **emergency**, **we** will contribute up to £200 inc VAT towards the cost of **your** (including **your** pets) accommodation including transport, on a **reimbursement basis**;

When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although this may be covered under a buildings insurance.

2. Permanent repairs

Once **we** have carried out an **emergency repair** and contained the **emergency** for **you**, (this may only provide a temporary solution to the problem) **you** will need to arrange for a **permanent repair** to be completed by a qualified tradesperson as soon as possible. If **you** do not have a **permanent repair** completed within 3 months of the **temporary repair** and the **emergency** happens again due to the same fault the **emergency** would not be covered.

3. Other insurance

If **you** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **we** will only pay **our** share of the claim.

4. Getting our claims costs back

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under **your** policy to get back the payments that **we** make.

Anyone making a claim under **your** policy must give **us** any help and information that **we** need.

5. Parts availability

Availability of parts is an important factor in providing **emergency repairs**. If **our** engineer does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts from **our** approved suppliers. In these cases **we** will not be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

We may use new parts or parts that have been reconditioned by the manufacturer or approved third parties. **We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control.

There may also be occasions where parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

Excesses

What you need to pay if you make a claim

If **you** make a claim under any section of **your** policy for loss or damage, **you** must pay the amount of the **excess** shown in **your schedule**. **You** must pay the **excesses** that apply regardless of whether or not **you** were responsible for the incident or loss.

No **excess** is payable if **you** are claiming under section 4 – Home Legal Expenses, or section 5 – Home Emergency Cover.

If **you** make a claim under more than one section of **your** policy for the same incident, **you** will only have to pay one **excess** amount. This will be the higher **excess** amount.

Your policy has various **excesses** that apply dependent on the claim, these are:

- the compulsory **excess** applied to the majority of claims;
- any voluntary **excess** selected by **you** in addition to the compulsory **excess**;
- an increased **excess** for escape of water claims, and;
- an increased **excess** for **subsidence**, **heave** and **landslip** on Section 1 – Buildings;

details of the **excess** amounts will be shown in **your schedule.**

How the excesses work

Where **we** state a limit within the policy for example **Money and Credit cards** at £1,000, if **you** have a claim which only requires payment from that benefit, **we** will pay up to that limit once **your excess** has been paid. For example, if **you** have to claim £1,100 for loss of **your money or credit cards** and the value of **your excess** is £200 - **we** would ask **you** to pay the first £200 of the claim and **we** would then pay the remaining £900.

Where a claim is for the maximum amount of **your** selected contents or building sums insured, the **excess** will be taken from the total amount of the claim. For example; if **you** have a £50,000 contents sum insured limit and **your excess** is £200 **we** would ask **you** to pay the first £200 of the claim and **we** would then pay £49,800.

What happens if you requested a voluntary excess when you bought your policy?

If **you** chose to add a voluntary **excess**, please be aware that **you** will have to pay this on top of the amount of any other **excess** as shown on **your schedule**. This will mean **you** will have to pay a higher **excess** if **you** need to make a claim.

Cancelling your policy:

We want you to be completely happy with your policy, but if you're not, you can cancel this policy. Here's how it works.

If you cancel the policy in the first 14 days (Reflection Period)

If **you** want to cancel **your** policy within 14 days of **your** cover start date or receiving **your** documents (whichever happens later)let **Swinton Insurance** know. **We** will refund the premium for the exact number of days left on the policy, unless **you** have made a claim in the **period of insurance** and **we** have been unable to recover **our** costs from an identifiable third party deemed to be responsible. In which case, **we** will not refund any premium.

This 14 day period also applies if **you** add Section 5 – Home Emergency Cover during the **period of insurance**.

We will also do this, if **you** cancel **your** policy within 14 days after the renewal date.

If **you** choose not to renew **your** policy, **you** will not be charged for the renewal period, providing **Swinton Insurance** receive **your** cancellation instructions before the renewal date.

If you cancel the policy at any other time

You may cancel **your** policy at any other time by letting **Swinton Insurance** know. If no claim has been made or is anticipated in the **period of insurance**, **we** will refund the premium for the exact number of days left on **your** policy. If **you** have made a claim in the **period of insurance** and **we** have been unable to recover **our** costs from an identifiable, third party deemed to be responsible, **we** will not refund any premium.

When we may cancel the policy

We may cancel the policy by sending **you**, or **Swinton Insurance** sending **you**, 7 days' notice to **your** last known address or email address if **we** have a good reason to cancel **your** policy. Some examples of situations where **we** might do this include:

- **you** not paying a premium when it is due (**we** will use reasonable endeavours to collect the outstanding amounts before **we** cancel **your** policy);
- **you** not providing proof of any security devices installed in **your home** or on **your** property;
- where **you** are required to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- **you** providing **us** with incorrect information, and failing to put this right when **we** ask **you** to.
- use of threatening or abusive behaviour or language, or intimidation to **our** staff or suppliers

If no claim has been made or is anticipated in the **period of insurance**, **we** will refund the premium for the exact number of days left on the policy. If **you** have made a claim in the **period of insurance** and **we** have been unable to recover **our** costs from an identifiable, third party deemed to be responsible, **we** will not refund any part of **your** premium.

We may also cancel **your** policy where **you** commit or attempt to commit fraud or have committed fraud under another insurance policy. If **we** cancel **your** policy on the grounds of fraud, **we** may cancel immediately and **we** may keep any premium **you** have paid. Please see Fraud condition on page 57 for details.

General Exclusions – Sections 1 to 3

Section 5 has separate general exclusions which are detailed on page 49.

When we don't cover you:

These exclusions apply in addition to the exclusions shown under "What we don't cover you for" in each section of this policy.

Your policy will not provide cover or benefits under the following circumstances

1. Radioactive Contamination

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

(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

2. Sonic Booms

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

3. War Risks

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

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

4. Events Before the Policy Started

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

5. Deliberate Acts

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

6. Reduction in Value and other costs

We won't pay for any loss which is a side effect – or happens as a result of – the incident for which **you** are making a valid claim. For example, **we** won't pay for any reduction in the value of **your buildings** or **contents,** loss of earnings, travel costs or compensation for stress or inconvenience. **We** also won't cover the fees of any company **you** engage to help **you** in relation to **your** claim.

7. Deception

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

8. Business Property and Legal Liability

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

9. Confiscation

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

(a) customs, police or other officials;

(b) order of any court of law;

(c) any statutory or regulatory authority.

10. Pollution or Contamination

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

11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

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

(b) computer viruses.

12. Terrorism

Any loss, damage or liability arising from actual or threatened terrorism or any similar event, or action to control, prevent or stop any terrorist event.

(Terrorism is any illegal action involving violence, force or danger to people or property that appears to be intended to:

– cause fear among the people of a country or state;

– disrupt any part of the economy of a government, country or state; or

– affect the policy or conduct of a government.)

13. Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually.

14. General Exceptions

Any loss, damage or liability caused by or arising from:

- an incident that does not arise from one identifiable event
- **your home** undergoing demolition, structural alteration or structural repair;
- **your home** being used for illegal activities;
- lack of maintenance;
- restoration, dismantling, renovation, breakdown or repair;
- faulty design or workmanship or the use of faulty materials;
- any process of cleaning, drying, dyeing, heating or washing;
- insects, parasites, vermin, fungus or mildew;
- pets or domestic animals (except as covered by Section 2 – Contents paragraph 8 page 32 Occupiers and personal liability);
- atmospheric or climatic conditions or frost (except as covered by Section 1 – Buildings paragraph 6 page 19 frost damage).

15. Digital Assets

We won't pay claims relating to any digital assets.

By digital assets, **we** mean items such as digital artwork, tokens or cryptocurrency (e.g., Bitcoin). This also includes anything used to access or secure them, such as keys or digital wallets.

General Conditions – Sections 1 to 3

Sections 4 and 5 have separate general conditions which are detailed on pages 43 and 50.

It's very important you read this page, as it details your responsibilities.

1. What you need to do

In order for **us** to provide the cover described in **your** policy **you** and **your family** must take care to follow all the terms and conditions of **your** policy. If **you** or **your family** do not adhere to these terms and conditions cover may not be provided.

Please also take time to read **your statement of fact** and **schedule**. If any information is incorrect or not true to the best of **your** knowledge or belief, or **your** cover levels on any section are not sufficient to allow the full replacement or repair of **your buildings, contents** or **personal possessions**, or if **you** are unsure, please contact **Swinton Insurance** as soon as possible as this could affect **your** insurance cover.

If any of the information is incorrect, **we** may take one or more of the following actions:

- cancel the policy;
- declare **your** policy void (treating **your** policy as if it had never existed);
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments

2. Taking care of your home

You and **your family** must take all necessary steps to prevent loss, damage, accidents or injury to **your buildings** and/or **contents** and to protect and maintain the **buildings** in a good condition and a good state of repair.

If any security measures are installed to protect the **buildings** (for example, window locks or alarms), **you** must use these whenever the **buildings** are left unattended, as well as when everyone in the property has gone to bed for the night.

If **you** make a claim under **your** policy and **we** determine that the loss, damage, liability, cost or expense that led to the claim was caused or made worse by **you** failing to take necessary steps under this condition **we** may:

- refuse to pay the claim; or
- reduce the amount of any payment **we** make for the claim.
- make a deduction for wear and tear

3. Changes in Your Circumstances

You must tell **us** as soon as possible if there are any changes to any of the details **you** have provided **us** with as this could affect **your** insurance cover.

Your statement of fact will show the information **you** have provided **us** with.

Examples of these changes are:

(a) a change of address;

(b) if someone lives in the **home** other than **you** and **your family**;

(c) if the **home** becomes **unoccupied** or **unfurnished**;

(d) if the rebuilding costs of the **home** or the replacement values of the **contents** or **personal possessions** exceed the limits shown in **your schedule**;

(e) if **you** or **your family** or anyone currently living with **you** are charged or are convicted of any offence other than driving offences;

(f) if **you** or **your family** or anyone currently living with **you** have been declared bankrupt or are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or Individual Voluntary Arrangement (IVA);

(g) if **you** change **your** occupation;

(h) if the **home** is being used for business or professional purposes;

(i) if the **home** is not in a good state of repair;

(j) if the **home** is undergoing structural alteration, structural repair, restoration or renovation;

(k) if any of the information provided in the **statement of fact** has changed.

Please note that if **you** or **we** make any changes to **your** policy,

- **you** may have to pay an extra **Insurer** premium;
- **you** may receive a partial refund on the premium;
- **we** may apply an additional **endorsement**; or
- if **we** are no longer able to cover **your** insurance needs **we** may cancel in line with "Cancelling Your Policy".

4. Other Insurance

If any other insurance policies cover the same loss, damage or liability as **your** policy, **we** will only pay **our** share of the amount of any claim.

5. Fraud

If **you** or **your family**:

- makes a claim under **your** policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of **your** deliberate act or if the loss or damage was caused with **your** agreement or knowledge;
- have committed fraud under any other insurance policy; or
- makes an untrue statement, fails to provide us with information **we** or **Swinton Insurance** have requested, or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We may:

- declare the policy void (treating **your** policy as if it had never existed from the date the fraudulent act was committed;
- not pay any claims which may or may not have been made on **your** policy;
- recover any previous claims paid under **your** policy;
- not return any premium; or
- cancel **your** policy.

We also may inform the police, other financial services and anti-fraud databases.

6. Contracts (Rights of Third Parties) Act 1999

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

7. Claims procedure – See Page 14 for more details

After any loss, damage or incident, **you** or any person insured by **your** policy must:

- report the incident to **us** as soon as possible by phoning **us** on the relevant claims number below;
  - claim under Sections 1 to 3 please refer to **your schedule**;
  - home legal expenses claim under Section 4 on **0333 035 9760**; or
  - Home Emergency Cover claim under Section 5 on **0333 035 9007.**
- give **us** all the information and help that **we** ask for, including details of anyone else involved;
- send **us** every letter, claim, or legal document as soon as possible without answering it; and
- tell **us** as soon as possible if there is to be a prosecution, inquest or other court proceedings.

8. 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 or within 6 weeks of the arbitrator being chosen by **you** and **us**.

9. Unoccupancy

If **you** know that **your home** is not going to be lived in for more than 60 days in a row, **you** must advise **us** as soon as possible, in order to provide **us** with the opportunity to review the risk (e.g. apply an additional premium or **endorsement**).

When **your home** is not lived in and not used overnight by **you** or **your family** for more than 60 days in a row **we** will regard **your home** as **unoccupied**. In these circumstances **we** will not provide full cover as stated under the policy sections applicable and the stated exclusions will apply.

By lived in **we** mean has been slept in for 5 consecutive nights every month or 2 consecutive nights every week. Regular visits to the property externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the property and the restrictions on the policy will apply.

General conditions

We consider **your home** to be **unoccupied** even if it has squatters living in it. (A squatter is someone who lives in the property without permission).

We consider **your home** to be **unoccupied** from the date that **you** or **your family** last left the **home**, which may be before the date **your** policy started.

10. Building work

If **you** are planning to have any structural work undertaken at **your home** for example an extension, demolishing any walls, renovation or any form of building work, **you** must tell **us** about any plans at least 7 days before the work commences. **We** will then assess the risk and if **we** agree to provide cover, **we** will provide any terms to the policy **we** deem necessary. **We** will not pay any claim for loss or damage caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

You do not need to inform **us** if **you** are undertaking things such as internal painting and decorating, tiling, replacement of bathroom suites and/or kitchen fixtures and fittings including sinks, wash basins and showers. Internal joinery, plastering, installation/repair of central heating and external window replacement.

11. Joint Insured

If more than one person is named on the **schedule**, either named person may amend the policy, submit a claim or discuss an existing claim with **us**. If a person named on the **schedule** is to be removed, **we** will only accept authority from the person being removed, or by a court order or written agreement from the person's personal representative such as a solicitor.

12. Security

Check **your schedule** and where **we** have applied the minimum standards of security **endorsement you** must ensure all window and door locks meet the standard and are operational as specified. If the security is not fitted and applied in line with the **endorsement** wording, cover for loss or damage caused by theft, attempted theft or malicious acts will not be covered.

13. Claims free years

If **you** do not make a claim during the **period of insurance, we** will take this into account when **we** calculate **your** premium at the next renewal date.

Renewing your policy

At renewal please take time to read **your** renewal notice and **schedule**. If any information is incorrect or not true to the best of **your** knowledge or belief, **your** cover levels on any section are no longer sufficient to allow the full replacement or repair of **your buildings, contents** or **personal possessions** or **your excesses** and/ or **endorsements** no longer suit **your** needs, or **you** are unsure, please contact **Swinton Insurance** as soon as possible as this could affect **your** insurance cover and the renewal terms offered.

Swinton Insurance may automatically renew **your** policy on the renewal date. If **Swinton Insurance** automatically renew **your** policy they may place **your** policy with a different insurance company to ensure **you** receive the most competitive premium available to **Swinton Insurance** for **you** for the same cover benefits that would apply. If **Swinton Insurance** do this, they will write to **you** before the renewal date with details of the renewal terms.

If **you** pay **your** premium by direct debit, **Swinton Insurance** will continue to take payments from **your** bank account for the renewal premium.

If **you** do not want to renew, **you** must tell **Swinton Insurance** before the renewal date. **Swinton Insurance** will then refund any payment that was taken for the renewal premium. If **you** do not want to renew, but **you** only tell **Swinton Insurance** after the renewal date, **we** will work out the refund as though **you** had cancelled the policy as shown in **Cancelling your policy** page 53. **We** will refund the premium for the exact number of days left on the policy, unless **you** have made a claim in which case **we** may not refund any premium.

Privacy and Data Policy

Important Note: The definitions used within this document do not apply to this section.

This section is a summary of Swinton Insurance's Privacy Policy. The complete Privacy Policy can be found online at http://www.swinton.co.uk/privacy-policy/ and contains a full and detailed explanation of what we do with your personal data and your rights. If you'd like a copy of this, but do not have access to the internet, please contact us 0333 035 9012.

Swinton Insurance will process your details for contractual purposes in order to provide you with insurance quotes, set up and maintenance of your insurance policies including conducting fraud and credit checks as necessary.

Swinton will delete personal data in line with its retention policies. Personal data will be retained for the minimum amount of time necessary for each type of activity that we conduct. These activities are explained in more detail in the Privacy Policy.

Information including your personal data needs to be shared between different providers, including insurers, price comparison websites, other brokers and those involved in claims management. Each of these companies may also be data controllers of your personal data in their own right and this is explained in more detail in the Privacy Policy.

It is important the information we hold about you is accurate, if you need us to update, erase or correct your details then you can contact us on 0333 035 9012 or online at http: //www.swinton.co.uk/contact-us/customer-feedback/.

In order to prevent or detect fraud we will check your details with various fraud prevention agencies and anti-fraud registers, who may record a search. Searches may also be made against other insurers' databases. These checks include processing conducted automatically by computers and may affect pricing and/or our ability to quote for insurance.

Swinton Insurance may contact you by post and telephone for our legitimate marketing purposes in order to let you know about products and services which may be of interest to you. With your consent we may from time to time also contact you by SMS or email with details of other products and services.

If you would like to opt-out of receiving marketing correspondence of any kind, you can let us know at any time by clicking on unsubscribe links, following SMS unsubscribe instructions, writing to us, calling us on 0333 035 9012, or online at http://www.swinton.co.uk/contact-us/customer-feedback/.

Swinton Insurance do not sell or pass your personal data to any third parties for the purposes of marketing their own products or services.

From time to time we may need to process some of your information using third parties located in countries outside of the European Economic Area ("EEA"). If your information is processed outside the EEA, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is a contractual agreement in place with the third parties which provides the same level of protection as required by the data protection regulation in the UK and EEA.

You may request details of the information we hold about you by submitting a data subject request or request erasure or withdrawal of your consent, at any time by writing to the Data Protection Officer, Customer Assistance, Swinton Insurance, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. If you wish to exercise this right with any of our insurers or price comparison websites you will need to write to them directly. Please contact us on the above telephone number or visit http://www.swinton.co.uk/privacy-policy/ for more details.

If Swinton Insurance have failed to resolve a problem or you are not happy with the manner in which we have processed your personal data, then you have a right to lodge a complaint with the Information Commissioner at Wycliffe House, Water Lane, Wilmslow SK9 5AF, or via https://ico.org.uk/global/contact-us/.

The insurers detailed in **your** schedule should also have their own Privacy Policy or Fair Processing Notice. If **you** require details on how they will handle **your** personal data, **you** can visit their website for further details.

More information

Other things you should know about us and how what we do is regulated

Registration and Regulatory Information

Swinton Insurance is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Details of the **Insurers** for Sections 1 – 3 of **your policy** will be held within **your schedule.**

The **Insurer** of Section 4 is RAC Insurance Limited.

The **Insurers** of Section 5 are Inter Partner Assistance S.A. UK Branch.

Financial Services Compensation Scheme

The **Insurers** and **Swinton Insurance** are all covered by the Financial Services Compensation Scheme (FSCS). **You** may be able to get compensation from the FSCS if the **Insurers** cannot meet their obligations. Home Insurance is covered for 90% of the claim without any upper limit. **You** can get more information about this at www.fscs.org.uk or **you** can phone the FSCS on 0800 678 1100 or 0207 741 4100. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

Law

English law will apply to **your** policy and the English courts shall have jurisdiction in any dispute unless **you** and **we** agree to apply the governing law and jurisdiction of the state in which **you** are a resident within the UK. **We** supply the policy documents only in English and will always communicate with **you** in English.

We and **Swinton Insurance** may record phone calls for training and monitoring purposes.

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Customer Service

0333 035 9100

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