

# Home Insurance Policy Wording

Monthly

1 August 2018 to 31 July 2019 - v2



Your Journey  
Our World







**Thank you for choosing home insurance from the ETA.**

**You will have already noticed we are different.**

Over the last 28 years, we have earned a reputation for being efficient and environmentally friendly. It's a way of working that has earned us the title of Britain's most ethical insurance company, according to The Good Shopping Guide.

Most importantly, we have a team of dedicated professionals ready to take your call should you need to make a claim. You can rest assured that your home is in safe hands.

You may be interested to learn that as part of our continuing commitment to the environment, we work hard to promote a safer and more sustainable way of life. When you buy a policy from us, you help fund campaigns ranging from Back on a Bike – a road show that encourages cycling among both young and old – to a project that helps deliver safer crossings outside schools.

Thank you for helping to make this work possible.

On behalf of our team, I welcome you to the ETA.

Best wishes

Andrew Davis  
*Managing Director*



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## Useful numbers

If you need to make a claim please call (quote your scheme reference number <b>06473B</b> )	<b>0344 412 4259</b> Full information on page 30
If you need to amend your policy please call	<b>0333 000 1234</b>
If you require legal advice please call	<b>0845 389 1050</b>
For all other enquiries please call	<b>0333 000 1234</b>

# Important information

## Your home insurance

This is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found from page 15 onwards in this booklet, which will be provided when you purchase your policy or at any time on request. You will also receive a policy schedule showing the specific details of your policy and the cover(s) you have selected. It is important that you read the policy documents carefully when you receive them.

This insurance is arranged by ETA Services Ltd with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Main features and benefits of the policy	Standard policy limits	Where to find information in your
<b>Buildings</b>		
Buildings sum insured – covers the structure of your buildings against loss or damage	Up to £500,000	Section 1 - Buildings
Alternative accommodation if your building becomes uninhabitable following damage covered under the buildings section	Up to 20% of the buildings sum insured for a maximum of 12 months	Section 1 - Buildings
Trace and access source of leak for escape of water and escape of oil	Up to £1,000	Section 1 - Buildings
Accidental damage to fixed glass, sanitary fixtures and ceramic hobs	Up to £500,000	Section 1 - Buildings
Legal liability to the public	Up to £2,000,000	Section 1 - Buildings
Replacement of locks and keys	Up to £750	Section 1 - Buildings
Increased water meter charges	Up to £250	Section 1 - Buildings

Main features and benefits of the policy	Standard policy limits	Where to find information
<b>Contents</b>		
Contents sum insured – covers loss or damage to your contents whilst in your home	Up to £50,000	Section 2 - Contents
Valuables in the home	Up to 33% of the sum insured, single article limit 10%	Section 2 - Contents
Office equipment	Up to £2,500	Section 2 - Contents
Alternative accommodation if your home becomes uninhabitable following damage covered under the contents section	Up to 20% of the contents sum insured for a maximum of 12 months	Section 2 - Contents
Money	Up to £750	Section 2 - Contents
Credit cards	Up to £1,000	Section 2 - Contents
Legal liability to the public	Up to £2,000,000	Section 2 - Contents
Accidents to domestic employees	Up to £5,000,000	Section 2 - Contents
Theft of contents from a locked outbuilding	Up to £500	Section 2 - Contents
Deep freezer contents	Up to £500	Section 2 - Contents
Automatic increase in contents sum insured for weddings, birthdays and christmas – to cover gifts	Up to 10% of the contents sum insured, and a maximum of £3,000	Section 2 - Contents
Visitors' personal effects	Up to £500	Section 2 - Contents
Replacement of locks and keys	Up to £750	Section 2 - Contents

General conditions and exclusions	What is not insured	Where to find information
General policy exclusions applicable to all sections	<p>Property more specifically covered by another insurance policy</p> <p>Any criminal or deliberate act by you or your family</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>Radioactive contamination</li> <li>War</li> <li>Terrorism</li> </ul> <p>Wear and tear or any gradual deterioration</p> <p>Domestic pets, insects or vermin</p>	General exclusions
Buildings	<p>The first £1,000 of any claim for subsidence</p> <p>The first £250 of any claim for escape of water</p> <p>Storm or flood damage to gates, hedges, fences or swimming pool covers</p> <p>Loss or damage that occurs when the building is unoccupied for more than 30 days</p> <p>Loss or damage to domestic fixed fuel, oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time</p> <p>The policy excess</p>	Section 1
Contents	<p>The first £1,000 of any claim for subsidence</p> <p>The first £250 of any claim for escape of water</p> <p>Damage caused by smoke that happens gradually over a period of time</p> <p>Loss or damage that occurs when the building is unoccupied for more than 30 days</p> <p>Theft or malicious damage caused by someone lawfully on the premises</p> <p>Loss or damage cause by mechanical or electrical breakdown</p> <p>The policy excess</p> <p>Any claim where you have not complied with the minimum security requirements (see page 24)</p>	Section 2

## The legal bit

Please take time to read the attached full policy document to make sure you understand the cover provided. This summary does not form part of your contract of insurance. Your cover is valid until the date specified on your ETA documentation. Please refer to your ETA documents, which you are provided with when the policy is issued or amended, this will detail the type, level and period of insurance provided.

This insurance is arranged by ETA Services Ltd and underwritten by UK General Insurance Ltd, on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at:

*Königinstrasse 107  
80802 Munich*

UK branch office:

*Plantation Place  
30 Fenchurch Street  
LONDON  
EC3M 3AJ*

ETA Services Ltd is authorised and regulated by the Financial Conduct Authority. UK General Insurance Ltd is authorised and regulated by Financial Conduct Authority. Firm reference no. 310101. You can check our details on the Financial Services Register [www.register.fca.org.uk](http://www.register.fca.org.uk).

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

The 'summary of benefits' table summarises the main benefits applicable to you. Your ETA customer statement will show the level of cover you have.

This policy is a monthly policy, which means that we will collect a premium each month and, subject to the successful collection of that premium, we will provide the cover detailed in this policy wording for the month in which the premium has been collected. This insurance commences on the date shown on your policy schedule and continues by periods of one month upon receipt of your monthly premium payment. This insurance does not have a specified end date and cover will continue until either you or we cancel the policy. However, should you fail to make a payment in any month, cover will cease with effect from the end of the month immediately before the date of the failed collection.

## Cancellation right

You have the right to cancel this policy within 14 days of the start date of the policy without giving any reasons and you will receive a full refund unless a claim has been made. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

Thereafter you may cancel the insurance cover at any time by informing us. Cover will cease at the end of the month immediately prior to the cancellation being received by us, and for which a monthly premium payment was received by us.

The ETA reserves the right to withdraw and cancel insurances if you fail to pay premiums or installments of premiums on demand, or fail within seven days of a written request from us, to provide any documentation or information required by us. In the event of our cancelling a policy after its beginning or its renewal, our fees or commission will not be returnable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time they have provided cover. Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium. If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with UK General Ltd, as well as other insurers, in the future.

## Claims

Claims will be handled by Direct Group property

Services. Should you wish to claim under your policy you should call the Direct Group Property Services Claims Helpline on [0344 412 4258](tel:03444124258) or submit a claim in writing as soon as possible and within 30 days of the event to:

*Direct Group Property Services  
Customer Relations  
Quay Point  
Lakeside Boulevard  
DONCASTER  
DN4 5PL*

You must give Direct Group Property Services any information or help that they may ask for. You must not settle, reject, negotiate or agree to pay any claim without their written permission. Full details of how to claim can be found on page 30 of this booklet.

## Changes to your policy

We have the right to change the terms of your policy and / or monthly premium payments by giving you not less than 60 days' prior notice of the change taking effect.

## Complaints procedure and regulatory information

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the complaints procedure below.

Complaints regarding the sale of a policy:

Please contact our customer care team by calling [0333 000 1234](tel:03330001234) or email [customercare@eta.co.uk](mailto:customercare@eta.co.uk). If your complaint about the sale of your policy cannot be resolved by the end of the third working day, we will pass it to:

*Customer Relations Department  
UK General Insurance Ltd  
Cast House  
Gibraltar Island Road  
LEEDS  
LS10 1RJ  
  
0845 218 2685  
[customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)*

Complaints regarding claims:

*Direct Group Property Services  
Customer Relations  
Quay Point,  
Lakeside Boulevard  
DONCASTER,  
DN4 5PL  
  
0344 854 2072  
[customer.relations@ryandirectgroup.co.uk](mailto:customer.relations@ryandirectgroup.co.uk)*

In all correspondence please state that your insurance is provided by UK General Insurance Ltd and quote scheme reference: **06473B**.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

*The Financial Ombudsman Service  
Exchange Tower  
LONDON  
E14 9SR  
  
0300 123 9123  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)*

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.



## Compensation scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You might be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk). You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to:

*Financial Services Compensation Scheme  
PO Box 300  
MITCHELDEAN  
GL17 1D*

## ETA Services Ltd Privacy Notice

Our privacy notice explains in detail the types of personal data we may collect about you when you interact with us. It also explains how we'll store and handle that data and keep it safe.

The policy can be found in full online at [www.eta.co.uk/privacy-policy](http://www.eta.co.uk/privacy-policy). If you would rather we send you a copy, our data protection officer will be pleased to help. Email us at [customercare@eta.co.uk](mailto:customercare@eta.co.uk) or write to us at:

*Customer Care  
ETA Services Ltd  
68 High Street  
WEYBRIDGE  
KT13 8BL*

## Law applicable to the insurance

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within Britain in which your main residence is situated.

# Definitions

The following definitions have the same meaning wherever they appear in your policy or schedule and are highlighted in bold:

1. **Accidental damage** means sudden and unexpected damage, occurring at a specific time and caused by external means.
2. **Bedroom** means a room used as or originally designed and built to be a **bedroom** even if now used for another purpose.
3. **Buildings** mean the **property**, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **you**, or for which **you** are legally responsible, all being situated at the address(es) in the **United Kingdom**.
4. **Business** means any employment, trade or profession.
5. **Consequential loss** means costs which are incurred as a direct consequence of any event which led to a claim being made under this **policy**. For example, mobile telephone call charges following the loss of a mobile telephone.
6. **Contents** are defined as household furniture and goods; fittings; **personal effects** and **possessions**, plus TV aerials and masts which are the **property** of **you** or members of **your family** permanently residing with **you** or for which **you** are legally liable. **Contents** includes **office equipment** and office furniture used by **you** or **your family** for **business** or professional purposes up to £5,000 when in **your home**, owned by, or the legal responsibility of **you** or a member of **your family**.
7. **Cost of rebuilding** means the full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.
8. **Credit cards** means credit, cheque, debit, charge or cash cards, issued in the British Isles and held for personal or charitable purposes by **you** or **your family**.
9. **Endorsement(s)** means a specific term, condition or variation to the **policy**.
10. **Excess** is the amount **you** must pay towards any claim.
11. **Family** names **you**, **your** domestic partner and other relations that permanently reside with **you**.
12. **Home** means the **property**, fixtures and fittings that **you** are responsible for. If there are no **business** visitors to the **property** and no employees, one room may be used as an office. Unless **we** say otherwise in the **schedule**, the main **building** of **your property** must be made of brick, stone or concrete and have a slate, tile, metal or concrete roof.
13. **Insurers** means UK General Insurance Limited, on behalf of Great Lakes Reinsurance SE.
14. **Money** means coin and bank notes used as legal tender, postal stamps (not in a collection), postal and **money** orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens, held for private purposes by **you** or **your family**.
15. **Monthly premium payment** means the agreed amount payable by you each month in order that cover remains in force under the terms and conditions of this policy wording.
16. **Office equipment** means office furniture and **office equipment**, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for **business** or professional purposes.
17. **Outbuildings** means single storey garages, sheds and summerhouses, with maximum eaves height of 2.5 metres and maximum overall height of four metres with a dual pitched roof, or three metres for any other roof.
18. **Period of insurance** means the date the insurance commences as shown on **your policy schedule**.
19. **Personal effects** means clothing or other items normally carried on or about **you**, excluding the following:

- Valuables, money**, household goods, pedal cycles, sports equipment, items relating to **business**, camping equipment.
20. **Personal possessions** means jewellery, watches, **valuables, money**, household goods, sports equipment excluding pedal cycles or items relating to **business**.
21. **Policy** incorporates the **Policy** booklet, the **schedule** and all terms, conditions and **endorsements** of **your** insurance contract with **us**.
22. **Property** means the private house or flat and its domestic **outbuildings** (including garages), at the address shown on **your schedule**, all used for domestic purposes only.
23. **Schedule** means the document which provides specific details of the insurance cover in force.
24. **Sum insured** means the amount as shown in the **schedule** and being the maximum amount **we** will pay in the event of any claim on this **policy**.
25. **Unfurnished** means without sufficient furniture and furnishings for normal living purposes.
26. **Uninsurable risks** means wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.
27. **United Kingdom** means Great Britain, Isle of Man, Channel Islands and Northern Ireland.
28. **Unoccupied** means the **property** is deemed to be **unoccupied** when it is not lived in by **you**. Unoccupancy is deemed to start from the date that **you** last vacated the **property**, which may pre-date the inception of the insurance granted by this **policy**.
29. **Valuables** means articles made from precious metals, jewellery, watches, stamps, medals, photographic equipment, furs, curios, works of art and **home** computer equipment.
30. **Vehicle** means any **vehicle** or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the **vehicle**).
- But not the following while being used for their intended purpose and by a person for whom they were designed:
- Ride-on lawnmowers
  - Electrically powered wheelchairs and mobility scooters
  - Electrically powered children's ride on toys
  - Electrically assisted bicycles
  - Pedestrian controlled electrically powered golf trolleys
  - Model watercraft
  - Hand-propelled watercraft (such as a surfboard or rowing boat)
31. **We / us / our** means ETA Services Ltd.
32. **You / your** means the person(s) as specified in the **schedule**, or in the event of their death, their legally appointed representative.

# Section 1 - Buildings

We cover **your buildings** against loss or damage caused by the following:

	Cover	Exclusions
1	Fire, smoke, explosion, lightning, or earthquake.	a) loss or damage caused by smog, industrial or agricultural output
2	Storm or flood.	a) loss or damage caused by frost b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts c) loss or damage caused by rising water table levels
3	Escape of water or oil from any fixed water or heating installation, apparatus and pipes.	a) loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 30 days or more b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped c) loss or damage caused by gradual emission d) subsidence, heave or landslip damage caused by escaping water or oil
4	Damage to <b>your</b> plumbing installation caused by freezing or bursting.	a) loss or damage to <b>your</b> plumbing external to <b>your home</b> or in any outbuilding b) loss or damage caused by corrosion, wear and tear or rust c) loss or damage occurring after <b>your home</b> has been <b>unoccupied</b> for more than 30 days in a row
5	Theft or attempted theft caused by violent and forcible entry or exit.	a) theft or attempted theft by any person lawfully on the <b>property</b> b) loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 30 days or more c) loss or damage caused by deception, unless deception is used solely to gain entry to <b>your property</b>
6	Collision or impact by any animal, <b>vehicle</b> , aircraft or aerial devices and including items dropped from them.	General exclusions apply.
7	Riot, civil commotion, labour and political disturbances.	a) losses not reported to the police within 72 hours



	Cover	Exclusions
8	Malicious damage or vandalism.	<ul style="list-style-type: none"> <li>a) loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 30 days or more</li> <li>b) malicious damage or vandalism by person lawfully on the <b>property</b></li> </ul>
9	Subsidence, landslip or heave of the site upon which the <b>buildings</b> stand.	<ul style="list-style-type: none"> <li>a) loss or damage caused by erosion of any coast or riverbank</li> <li>b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main <b>building</b> is damaged at the same time and by the same cause</li> <li>c) loss or damage caused by structural repairs, alterations, demolitions or extensions</li> <li>d) loss or damage arising from faulty or defective workmanship, designs or materials</li> <li>e) normal settlement, shrinkage or expansion</li> <li>f) loss or damage that originated prior to the start of this <b>policy</b></li> <li>g) loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main <b>building</b> are damaged at the same time and by the same cause</li> <li>h) loss or damage to <b>buildings</b> caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the <b>buildings</b></li> </ul>
10	Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	<ul style="list-style-type: none"> <li>a) loss or damage caused by maintenance to trees</li> <li>b) loss or damage to gates and fences</li> <li>c) loss or damage to aerials, dishes and masts</li> </ul>
11	<b>Accidental damage</b> to fixed glass, sanitary fixtures and ceramic hobs forming part of the <b>property</b> .	<ul style="list-style-type: none"> <li>a) loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 30 days or more</li> <li>b) loss or damage caused by chipping, denting or scratching</li> </ul>
12	<b>Accidental damage</b> to underground pipes, tanks, cables and services for which <b>you</b> are responsible.	<ul style="list-style-type: none"> <li>a) loss or damage due to wear and tear or gradual deterioration</li> <li>b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs</li> </ul>

# Section 1 - Buildings (continued)

	Cover	Exclusions
13	The cost of alternative accommodation incurred by <b>you</b> as a result of the <b>buildings</b> becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this <b>policy</b> .	<ul style="list-style-type: none"> <li>a) any amount in <b>excess</b> of 20% of the <b>building</b> Sum Insured</li> <li>b) losses incurred in any period exceeding 12 months from the date that the <b>property</b> became uninhabitable, unless shown otherwise in the <b>schedule</b></li> <li>c) loss or damage where a valid claim has not been accepted by <b>insurers</b> under section 1, perils 1-10</li> </ul>
14	Increased metered water charges incurred by <b>you</b> , which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this <b>policy</b> .	<ul style="list-style-type: none"> <li>a) any amount in <b>excess</b> of £250 in any <b>period of insurance</b></li> </ul>
15	Expenses incurred by <b>you</b> as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the <b>building</b> , following loss or damage caused by any of the perils listed in Section 1 of <b>your policy</b> .	<ul style="list-style-type: none"> <li>a) any fees charged in the preparation of a claim</li> </ul>
16	Expenses incurred by <b>you</b> in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 12 of this <b>policy</b> .	<ul style="list-style-type: none"> <li>a) any amount in <b>excess</b> of £1,000</li> <li>b) loss or damage to the apparatus from which water or oil has escaped</li> </ul>
17	<p>Purchaser's interest</p> <p>If <b>you</b> have contracted to sell the <b>buildings</b> and the purchaser has not insured the <b>property</b> before completion, the purchaser will have the contractual right to benefit of Section 1 of this <b>policy</b> between exchange of contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.</p>	General exclusions apply.

	Cover	Exclusions
18	<p>Emergency access</p> <p><b>We</b> will provide cover for damage to the <b>home</b> caused by forced access by the fire, police or ambulance services as a result of an emergency.</p>	<p>a) any amount in <b>excess</b> of £750</p>
19	<p>Replacement of locks and keys</p> <p><b>We</b> will pay to replace and fit locks on the outside doors of <b>your home</b>, or to any safe or alarm system in <b>your home</b>, if the keys have been lost or stolen.</p>	<p>a) any amount in <b>excess</b> of £750</p>
20	<p>Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless shown otherwise on the <b>schedule</b>) in respect of all sums for which <b>you</b> are legally liable, as the owner of the <b>buildings</b>, to pay as compensation for accidental death or injury to any person, or loss or damage to third party <b>property</b>, including defence costs and expenses incurred with Our prior consent.</p>	<p>a) bodily injury or death to any person who is engaged in <b>your</b> service, or is a member of <b>your family</b> or household</p> <p>b) any claim arising directly or indirectly from the transmission of any communicable disease</p> <p>c) damage to <b>property</b> under <b>your</b> custody or control</p> <p>d) any claim arising out of any profession, occupation or <b>business</b>, other than through private letting of the <b>property</b></p> <p>e) any claim arising out of the ownership, possession or operation of:</p> <ul style="list-style-type: none"> <li>i. any mechanically propelled <b>vehicle</b> (other than a private garden <b>vehicle</b>) operated within <b>your property</b></li> <li>ii. any power operated lift</li> <li>iii. any aircraft or watercraft</li> <li>iv. a caravan, whilst being towed</li> <li>v. any dogs designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> <p>f) any claim arising out of pollution or contamination</p> <p>g) any claim where <b>you</b> are entitled to indemnity under any other insurance</p> <p>h) any cost or expense not agreed by <b>us</b> in writing</p>

# Conditions that apply to Section 1 - Buildings

## Index-linking clauses

If **you** have provided **us** with the Sums Insured in Section 1, these may be adjusted each month in accordance with the House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors, or another appropriate index. No additional premium will be charged for each monthly Increase.

At each renewal **you** will be requested to provide or confirm the Sums Insured which will be used as the basis to calculate the premium required. The sums insured will be shown on the renewal **schedule**.

## Basis of claims settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, as long as the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, **our** liability will:

- 1) not exceed the proportion that the Sum(s) Insured bears to the full cost of reconstruction of the **property**, as shown in the **schedule**;
- 2) not exceed the **sum insured** for the **property**, as shown in the **schedule**.

It is **your** responsibility to ensure that, at all times the **buildings sum insured** reflects the total cost of reinstatement and associated fees.

If the **sum insured** isn't enough to cover the cost to rebuild **your buildings**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to rebuild **your buildings**, **we** will pay no more than 75% of **your** claim.

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

## Your excess

**You** will have to pay any **excess(es)** shown in **your schedule**. This includes the specific Excesses for:

- subsidence, heave or landslip;
- escape of water.

**We** will only take off one **excess** for each claim, unless there is an **endorsement** shown in **your policy schedule** to say otherwise.

If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.



# Section 2 - Contents

We will cover the **contents** in **your home** against loss or damage caused by the following:

	Cover	Exclusions
1	Fire, smoke, explosion, lightning, or earthquake.	a) loss or damage caused by smog, industrial agricultural output
2	Storm or flood.	a) <b>contents</b> in the open b) loss or damage caused by frost c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts d) loss or damage caused by rising water table levels
3	Escape of water or oil from any fixed water or heating installation, apparatus and pipes.  Including £250 of additional metered water charges incurred by <b>you</b> and resulting from any of the causes 1-9 of Section 2 of this <b>policy</b> .	a) loss or damage whilst <b>your home</b> is <b>unoccupied</b> for 30 days or more b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped c) loss or damage caused by gradual emission d) subsidence, heave or landslip damage caused by escaping water or oil
4	Theft or attempted theft caused by violent and forcible entry or exit.	a) theft or attempted theft by any person lawfully on the <b>property</b> b) loss or damage whilst the <b>your home</b> is <b>unoccupied</b> for 30 days or more c) any amount in <b>excess</b> of £500 in respect of <b>contents</b> contained within locked detached domestic <b>outbuildings</b> and garages d) any amount in <b>excess</b> of £250 in respect of <b>contents</b> contained within unlocked detached domestic <b>outbuildings</b> and garages e) any amount in <b>excess</b> of £250 in respect of flowers, plants, shrubs, trees and any growing matter not in pots or containers
5	Collision or impact by any animal, <b>vehicle</b> , aircraft or aerial devices and including items dropped from them.	General exclusions apply.
6	Riot, civil commotion, labour and political disturbances.	a) losses not reported to the police within 72 hours

## Section 2 - Contents (continued)

	Cover	Exclusions
7	Malicious damage or vandalism.	<ul style="list-style-type: none"> <li>a) loss or damage whilst <b>your home</b> is <b>unoccupied</b> for 30 days or more</li> <li>b) malicious damage or vandalism by any person lawfully on the <b>property</b></li> </ul>
8	Subsidence, landslip or heave of the site upon which the <b>buildings</b> stand.	<ul style="list-style-type: none"> <li>a) loss or damage caused by erosion of any coast or riverbank</li> <li>b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main <b>building</b> is damaged at the same time and by the same cause</li> <li>c) loss or damage caused by structural repairs, alterations, demolitions or extensions</li> <li>d) loss or damage arising from faulty or defective workmanship, designs or materials</li> <li>e) normal settlement, shrinkage or expansion</li> <li>f) loss or damage that originated prior to the start of this <b>policy</b></li> <li>g) loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main <b>building</b> are damaged at the same time and by the same cause</li> <li>h) loss or damage to <b>contents</b> caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the <b>buildings</b></li> </ul>
9	Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	<ul style="list-style-type: none"> <li>a) loss or damage caused by maintenance to trees</li> <li>b) loss or damage to gates and fences</li> <li>c) loss or damage to aerials, dishes and masts</li> </ul>
10	<b>Accidental damage</b> to mirrors, fixed glass, glass topped furniture and ceramic hobs.	<ul style="list-style-type: none"> <li>a) loss or damage whilst <b>your home</b> is <b>unoccupied</b> for 30 days or more</li> <li>b) loss or damage caused by chipping, denting or scratching</li> </ul>

	Cover	Exclusions
11	<p><b>Accidental damage</b> in the <b>home</b> to:</p> <p>Desktop computers, Audio, hi-fi, television, telecommunication, video or DVD equipment, Satellite television receiving equipment or television and radio aerials (but not mobile phones, laptop computers, Ipads and tablet computers, computer software, hand-held computers or electronic toys).</p>	<ul style="list-style-type: none"> <li>a) loss or damage after the <b>property</b> has been <b>unoccupied</b> for more than 30 days in a row</li> <li>b) loss or damage caused by electrical or mechanical breakdown</li> <li>c) loss or damage caused by wear and tear, depreciations, gradually operating causes, process of cleaning, repair or restoration</li> <li>d) any amount exceeding £1,500 for any single item or set</li> </ul>
12	<p>The costs of alternative accommodation incurred by <b>you</b>, as a result of <b>your home</b> becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this <b>policy</b>.</p>	<ul style="list-style-type: none"> <li>a) any amount in <b>excess</b> of 20% of the <b>contents sum insured</b></li> <li>b) losses incurred in any period exceeding 12 months from the date that the <b>property</b> became uninhabitable, unless shown otherwise in the <b>schedule</b></li> <li>c) loss or damage where a valid claim has not been accepted by <b>insurers</b> under Section 2, perils 1-11</li> </ul>
13	<p>Deep freezer <b>contents</b></p> <p><b>We</b> will pay up to the £500 for food in a domestic deep freezer in the <b>home</b> made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<ul style="list-style-type: none"> <li>a) loss or damage from fridges/freezers over 10 years from new</li> <li>b) deliberate act of the utility provider</li> </ul>
14	<p>Personal <b>money</b> and <b>credit cards</b></p> <p>Loss of <b>money</b> in <b>your home</b>, up to £750 for any one loss. <b>Your</b> liability under the terms of <b>your credit cards</b>, up to a maximum of £1,000 for any one loss.</p>	<ul style="list-style-type: none"> <li>a) any loss unless the terms and conditions under which the card is issued have been fulfilled</li> <li>b) losses not reported to the Police within 24 hours of discovery of loss</li> <li>c) any loss as a result of unauthorised use by a member of <b>your family</b> or a person residing with <b>you</b></li> <li>d) loss caused by accounting errors or omissions</li> <li>e) depreciation in value</li> </ul>

## Section 2 - Contents (continued)

	Cover	Exclusions
15	<p><b>Office equipment</b></p> <p><b>We</b> will pay for damage caused by perils 1-9, Section 2 up to the £2,500 for <b>office equipment</b>, computers, monitors, scanner and printers used for <b>your business</b>.</p>	General exclusions apply.
16	<p><b>Valuables</b></p> <p><b>We</b> will pay for damage caused by perils 1-9, Section 2 up to £2,000 any one item of <b>valuables</b>, subject to a maximum of £10,000 in total, unless specifically noted on <b>your schedule</b>.</p>	General exclusions apply.
17	<p>Visitors' <b>personal effects</b></p> <p><b>We</b> will pay for damage caused by perils 1-9, Section 2 up to £500 for visitors <b>personal effects</b> whilst in <b>your home</b> unless otherwise insured.</p>	General exclusions apply.
18	<p>Weddings, birthdays and religious festivals</p> <p>The <b>sum insured</b> shown in the <b>schedule</b> for <b>contents</b> in the <b>home</b> will be automatically increased by 10%, subject to a maximum of £3,000</p> <ul style="list-style-type: none"> <li>a) during the month of any religious festival or celebration</li> <li>b) for 30 days before and after <b>your</b> wedding day, and;</li> <li>c) for 7 days after <b>family</b> birthdays</li> </ul> <p>to cover wedding, birthday, Christmas or other gifts</p>	General exclusions apply.
19	<p>Replacement of locks and keys</p> <p><b>We</b> will pay to replace and fit locks on the outside doors of <b>your home</b>, or to any safe or alarm system in <b>your home</b>, if the keys have been lost or stolen.</p>	a) any amount in <b>excess</b> of £500



	Cover	Exclusions
20	<p><b>Contents</b> in the garden</p> <p><b>We</b> will pay for damage caused by perils 1-9, Section 2 up to £500 for <b>contents</b> outside the structure of <b>your building</b> but within the boundaries of <b>your home</b></p>	<p>a) any amount in <b>excess</b> of £500</p> <p>b) loss or damage to <b>money</b></p> <p>c) loss or damage by impact other than impact by a <b>vehicle</b>, train or animal</p> <p>d) loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> for more than 30 consecutive days</p> <p>e) loss or damage to plants and trees</p>
21	<p>Occupier's and personal liability</p> <p><b>We</b> will pay up to £2,000,000 to cover <b>your</b> legal liability for damages <b>you</b> have to pay if someone makes a claim against <b>you</b> or <b>your family</b> for:</p> <ul style="list-style-type: none"> <li>• accidental death or illness of, or bodily injury to, any person</li> <li>• accidental loss of or damage to <b>property</b>.</li> </ul> <p>that happens within the <b>period of insurance</b> on <b>your schedule</b>.</p> <p>This will also include costs, expenses and legal fees for defending <b>you</b>, if <b>we</b> have agreed this in writing beforehand.</p> <p>This section covers liabilities arising from <b>You</b> occupying <b>your property</b>. Any liability that arises solely from <b>you</b> owning <b>your home</b>, not as occupier of the <b>property</b>, is not covered under this section. However if <b>you</b> have <b>buildings</b> cover, this covers liabilities arising from <b>you</b> owning <b>your home</b>.</p>	<p>Excluding any liability relating to or arising from:</p> <p>a) death or illness of or bodily injury to <b>you</b>, <b>your family</b> or <b>your</b> domestic staff</p> <p>b) damage to <b>property</b> belonging to or being looked after by <b>you</b>, <b>your family</b> or <b>your</b> domestic staff</p> <p>c) death, illness, injury, loss or damage caused by:</p> <ol style="list-style-type: none"> <li>i. <b>You</b> owning or occupying any land or <b>building</b> except <b>your home</b> or temporary holiday accommodation</li> <li>ii. any <b>business</b></li> <li>iii. an agreement, unless that liability would have existed anyway.</li> </ol> <p>d) <b>You</b> owning, keeping or using any:</p> <ol style="list-style-type: none"> <li>i. Vehicles</li> <li>ii. drones or model aircraft</li> <li>iii. hoverboards, airboards, self-balancing boards or scooters</li> <li>iv. animals except domestic pets</li> <li>v. horses, ponies, donkeys or mules</li> <li>vi. dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.</li> </ol> <p>e) any disease that can be passed from one person to another</p>

## Section 2 - Contents (continued)

	Cover	Exclusions
22	<p>Tenant's liability (applicable if the <b>buildings</b> are rented)</p> <p>Any amount which <b>you</b> become legally liable to pay as a tenant and not as an owner of the <b>buildings</b> up to 20% of the <b>contents</b> limit shown in the <b>schedule</b> in respect of:</p> <p>a) damage to the <b>buildings</b> by any of the perils 1-11, Section 1 of this <b>policy</b>.</p>	<p>General exclusions apply.</p>
23	<p>Accidents to domestic employees</p> <p><b>We</b> will pay for damages and claimants' costs and expenses which <b>you</b> or a member of <b>your family</b> become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to £10,000,000 in connection with any one claim or series of claims made against <b>you</b> or <b>your family</b> arising out of any one event occurring during the <b>period of insurance</b> and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands.</p> <p><b>We</b> will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against <b>you</b> or <b>your family</b>.</p>	<p>a) liability arising directly or indirectly from the transmission of any communicable disease or virus by <b>you</b> or any member of <b>your family</b></p> <p>b) any agreement unless <b>you</b> would have been liable had the agreement not been made</p> <p>c) any claim or other proceedings against <b>you</b> or <b>your family</b> lodged or prosecuted in a court outside the <b>United Kingdom</b></p> <p>d) liability arising from any <b>business</b> or profession</p> <p>e) liability for death of, bodily injury to, or illness or disease of any member of <b>your family</b></p> <p>f) liability for which compulsory insurance or security is required by any road traffic legislation</p>

	Cover	Exclusions
24	<p><b>Contents</b> temporarily removed.</p> <p><b>We</b> will pay up to £5,000 for loss or damage to <b>your contents</b> caused by any of the perils listed in 1 to 9, Section 2 whilst temporarily removed from <b>your home</b> and in occupied premises where <b>you</b> or a member of <b>your family</b> is residing or employed within the <b>United Kingdom</b> and/or up to £2,000 to <b>your contents</b> belonging to <b>your</b> offspring whilst at University or College and contained within halls of residence or private accommodation.</p>	<ul style="list-style-type: none"> <li>a) loss or damage from theft unless involving forcible and violent entry or exit</li> <li>b) loss or damage from a mobile <b>home</b>, motor <b>home</b> or caravan</li> <li>c) <b>contents</b> removed for sale or exhibition or to furniture storage areas</li> <li>d) loss or damage in a furniture depository</li> <li>e) loss or damage caused by storm or flood to <b>property</b> not in a <b>building</b></li> <li>f) loss or damage listed under other exclusions.</li> <li>g) loss or damage to <b>money</b></li> <li>h) camping equipment</li> </ul> <p>The maximum payable under this section is £5,000 in total. The maximum payable per single item under this section is £1,000. The maximum payable per single item for <b>contents</b> whilst at a halls of residence or private student accommodation is £500 and specifically excludes laptops, mobile phones and I-pads or tablet computers.</p>

# Minimum security requirements

Your insurance premium is based on the information you provide us with, including your postcode.

For homes that fall within certain postcodes, we require a minimum level of security to have been fitted in order for cover under Section 2 - Contents to be valid.

This will have been explained at the time of you purchasing your policy. Please contact us if you have any questions.

Entrance	Acceptable	Not acceptable
Type of lock on the final exit door	Five lever morticed deadlock Lock conforming to BS3621 Key-operated multi-point lock	No lock Rim automatic deadlatch with key-locking handle, Other lock type
Type of lock on external patio/sliding/French doors	No patio/sliding/French doors Top and bottom key-operated lock Central rail key-operated lock Key-operated multi-point lock	Other lock type
Type of lock on other external doors	Five lever mortice deadlock, Lock conforming to BS3621 Key-operated multi-point lock Key operating bolt on top and bottom	No lock Rim automatic deadlatch with key-locking handle Other lock type
Window Locks	Key operated metal locking device on all accessible window	Other lock type

# Conditions that apply to Section 2 - Contents

## Index-linking clause

If **you** have provided **us** with the sums insured in Section 2 & 3, these may be adjusted each month in accordance with the Consumer Durables section of the Retail Price Index, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **you** will be requested to provide or confirm the Sums Insured which will be used as the basis to calculate the premium required. The Sums Insured will be shown on the renewal **schedule**.

## Basis of claims settlement

In the event of loss or damage to **your contents** or **personal possessions**, **we** will replace the damaged **contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **policy**, **our** liability will:

- 1) not exceed the proportion that the Sum(s) Insured bears to the full cost of replacement of **your contents**, as shown in the **schedule**;
- 2) not exceed the **sum insured** for **your contents**, as shown in the **schedule**.

It is **your** responsibility to ensure that, at all times the **contents sum insured** reflects the total cost of replacement as new.

If the **sum insured** isn't enough to cover the cost to replace **your contents** as new, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to replace **your contents** as new, **we** will pay no more than 75% of **your** claim.

**We** will not pay for the cost of replacing or repairing any undamaged item(s) of **your contents** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

## Your excess

**You** will have to pay any **excess(es)** shown in **your schedule**. This includes the specific **excesses** for:

- subsidence, heave or landslip;
- escape of water.

**We** will only take off one **excess** for each claim, unless there is an **endorsement** shown in **your policy schedule** to say otherwise.

If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

# General conditions

Applicable to all sections of this insurance.

## Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the **policy**;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in line with the requirement of the act may mean that **your policy** is invalid and that it does not operate in the event of a claim.

## Claims and Underwriting Exchange

**We** may use **your** personal information to prevent crime. In order to prevent crime **we** may:

Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **we** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance **policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

## Duty of care

**You** must take actions to prevent loss or damage to **your property** and ensure that **your property** is maintained in a good state of repair. All protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended, or when any occupants have retired for the night.

## Changes in circumstances

It is important that **you** keep **us** advised of any change in **your** circumstances. **Your policy** has been based on the information **you** have given **us** and **you** must advise **us** immediately of changes such as:

- **Your property** becomes **unoccupied** for more than 30 days;
- **You**, any member of **your family** is convicted of any criminal offence;
- **You**, any member of **your family** is declared bankrupt, or has been served with a County Court Judgement;
- **You**, any member of **your family** use the **home** for **business** or professional purposes.

## Unoccupancy

- 1) If the **buildings** as specified in the **schedule** will be left unattended for 14 days or more, **you** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius;
- 2) **You** must notify **us** if the **buildings** as specified in the **schedule** are to become **unoccupied** for more than 30 days in any single period.

## Notice of building works

**You** must notify **us** prior to the start of any conversions, alterations and extensions to any **buildings** specified in the **schedule**.



## Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

## Other insurance

If **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of any claim.

# General exclusions

Applicable to all sections of this insurance.

This **policy** does not cover the following:

## 1. Radioactive contamination

Notwithstanding any provision to the contrary within this **policy** or any **endorsement** thereto, this **policy** excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to **you**, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

- a) irradiation or contamination by nuclear material; or
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c) any device or weapon employing atomic or nucle or fission and / or fusion or other like reaction or radioactive force or matter.

## 2. War and civil war

Notwithstanding anything to the contrary contained herein this **policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **property** by or under the order of any government or public or local authority.

## 3. Terrorism

Notwithstanding any provision to the contrary within this **policy** or any **endorsement** thereto, it is agreed that this **policy** excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons; or
- (ii) involves damage to **property**; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

This **policy** also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this **policy** will pay actual loss or damage (but not related cost or expense) caused by any act of terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

## 4. Deliberate act

Loss or damage caused intentionally by **you**, or anyone working on **your** behalf.

#### 5. Existing damage

Loss or damage occurring prior to the commencement of **your** insurance **policy**.

#### 6. Sonic pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

#### 7. Consequential loss

**Consequential loss** as a result of any claim under this **policy**. For example, the cost of phone calls following the theft of a mobile phone.

#### 8. Wear and tear

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

#### 9. Computer data recognition and viruses

Loss or damage to computer equipment caused by computer data changes and/ or computer viruses. For the purposes of this exclusion, "viruses" includes any programs or software which affects computer programs and/or functionality.

#### 10. Motor vehicles

Loss or damage caused to any motor **vehicle** (other than a private garden **vehicle**), caravans, trailers or watercraft and/or their accessories.

#### 11. Domestic pets

Loss or damage caused by domestic pets, insects or vermin.

#### 12. Electronic data

Notwithstanding any provision to the contrary within this Reinsurance Agreement or any **endorsement** thereto, it is understood and agreed as follows:

- (a) This **policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this **policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **policy** period to **property** insured by this **policy** directly caused by such listed peril.

Listed Perils: Fire, Explosion

# Claims procedure and conditions

If **you** need to make a claim under this **policy**, **you** must do the following:

- a) provide **us** with full details of **your** claim as soon as possible after the event and always within 30 days. In the first instance, please contact **our** claims management service:  
  
*Direct Group Property Services (Nexus)*  
*PO Box 800*  
*HALIFAX*  
*HX1 9ET*  
*0344 412 4259*
- b) immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number;
- c) take all steps necessary to reduce further loss, damage or injury;
- d) provide **us** with all information and evidence, including written estimates and proof of ownership and value that **we** may request;
- e) do not, under any circumstances effect full repairs without **our** prior written consent;
- f) under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without **our** permission in writing.

On receipt of a notification of a claim, **we** may do the following:

- a) enter any **building** following loss or damage;
- b) negotiate, defend or settle any claim made against **you**;
- c) prosecute in **your** name for our benefit, any other person in respect of any claim **we** may have to pay;
- d) appoint a loss adjuster to handle the claim on our behalf;
- e) arrange to repair the damage to the **building** and/or any other **property** or item and handle any salvage appropriately.

UK General Insurance Ltd are an **insurers** agent and in the matters of a claim act on behalf of the insurer.

When making a claim, please quote reference **06473B** to the claims handler.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- if **your** claim is in any way dishonest or exaggerated.

**We** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

# Complaints procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding sale of the **policy**:

Please contact our customer care team by calling 0333 000 1234 or by emailing [customercare@eta.co.uk](mailto:customercare@eta.co.uk). If **your** complaint about the sale of **your policy** cannot be resolved by the end of the third working day, **we** will pass it to:

*Customer Relations Department  
UK General Insurance Limited  
Cast House  
Gibraltar Island Road  
LEEDS  
LS10 1RJ  
0345 218 2685  
[customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)*

For complaints regarding claims:

*Direct Group Ltd  
Customer Relations  
Quay Point  
Lakeside Boulevard  
DONCASTER  
DN4 5PL  
0344 854 2072  
[customer.relations@ryandirectgroup.co.uk](mailto:customer.relations@ryandirectgroup.co.uk)*

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference **06473B**.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a **business** capacity and have an annual turnover of less than €2million and fewer than ten staff.

**You** may contact the Financial Ombudsman Service at:

*The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
LONDON  
E14 9SR  
0300 123 9123  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)*

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

This policy wording relates to any policy purchased or renewed with a start date on or between:

**1 August 2018 and 31 July 2019**

**We** may monitor all telephone conversations with the aim of improving **our** service and for **our** mutual protection.

At **ETA** our literature is printed on 100% recycled paper from post-consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved, Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001.





**Home Insurance Policy Wording**  
**Monthly**  
**1 August 2018 to 31 July 2019**

