

Virgin Home Insurance

Your Policy

virginmoney.com



Virgin Home Insurance Policy

Thanks for choosing Virgin Home Insurance. This policy booklet gives full details of Your cover and You should read it carefully along with Your schedule and confirmation, then keep them in a safe place. We know there's a lot here but it's important to make sure You're familiar with Your Policy details.

Important information

Your right to cancel

If, after buying Your policy, You decide that the cover does not meet Your needs contact Us on 0870 024 1020 (for 0870 calls from a BT line there is a maximum charge of 7.9p per minute) within 14 days of receiving Your documents or of the start date of the policy (whichever is later) and We will refund any premium You have paid, less an administration fee as shown in Your schedule, providing that You have not made any claim.

If You cancel Your policy after that time We will refund any premium paid for the remaining Period of Insurance less an administration fee, as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.

Policy renewal

If You decide not to renew Your policy contact us within 14 days of receiving Your renewal documents or of the start date of the new Period of Insurance (which ever is later) and We will refund any premium You have paid, providing that You have not made any claim during the current Period of Insurance.

If You cancel Your policy after that time We will refund any premium paid for the remaining Period of Insurance less an administration fee, as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.

How to Complain

Should there ever be an occasion when You need to complain, please call Us on Our priority Customer Helpline number 0870 024 1020. If Your complaint relates to a Claim, contact Your Claims handler whose details will be shown in Your Claims documentation.

If You wish to write, then address Your letter as follows:

- › Claims related complaints to Virgin Money Home Insurance, Complaints Department, World Wide House, 2nd Floor, Thorpe Wood, Peterborough PE3 6SB.
- › All other complaints should be addressed to Customer Relations Departments, Virgin Home Insurance, PO Box 106, 37 Broad Street, Bristol BS99 7NQ.

If we cannot resolve the differences between us, You may refer Your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0845 080 1800.

Details about our Regulator

UK Insurance Limited is authorised and regulated by the Financial Services Authority, number 202810. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk or the Financial Services Authority can be contacted on 0300 500 5000. The FSA registered number is 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. (Maximum 90% of the claim with no upper limit after 31/12/09).

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme www.fscs.org.uk

We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs.

Your information

Who We are

Virgin Money Home Insurance is arranged by The Royal Bank of Scotland plc and underwritten by UK Insurance Limited ("UKI").

You are giving Your information to The Royal Bank of Scotland plc and UKI. UKI is a member of the Royal Bank of Scotland Group (The Group). In this Information statement 'we' 'us' and 'our' refers to The Royal Bank of Scotland plc and UKI unless otherwise stated.

For information about Our Group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

Your electronic information

If You contact Us electronically, We may collect Your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by Your service provider.

How we use Your information and who We share it with

We will use Your information to manage Your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

We may use and share Your information with other members of the Group to help Us and them:

- ▶ assess financial and insurance risks;
- ▶ recover debt;
- ▶ prevent and detect crime;
- ▶ develop our services, systems and relationships with you;
- ▶ understand Our customers' requirements;
- ▶ develop and test products and services.

We do not disclose Your information to anyone outside the Group except:

- ▶ where We have Your permission; or
- ▶ where We are required or permitted to do so by law; or
- ▶ to credit reference and fraud prevention agencies and

other companies that provide a service to Us or You; or

- ▶ where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone to whom We pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object to the change within 60 days, You consent to that change.

Sensitive Information

Some of the personal information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998, (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your policy documents.

You will have been asked to agree to this when You first contacted Us but please ensure that You only provide Us with sensitive information about other people with their agreement.

Dealing with other people

It is Our policy to deal with Your spouse or partner who calls Us on Your behalf, provided they are named on the policy. If You would like someone else to deal with Your policy on Your behalf on a regular basis please let Us know. In some exceptional cases We may also deal with other people who call on Your behalf, with Your consent. If at any time You would prefer Us to deal only with You, please let Us know.

Credit Reference Agencies

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- › checking applications for, and managing credit and other facilities and recovering debt;
- › checking insurance proposals and claims;
- › checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies We use if You would like a copy of Your information held by them. Please contact Us at the address below. The agencies may charge a fee.

If You would like a copy of the information We hold about You, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting Your reference "Virgin Money Home Insurance". A fee may be payable.

This Policy is evidence of the contract between Us, UK Insurance Limited and You Our Policyholder.

We will provide insurance for those Sections shown in the Schedule during any Period of Insurance and in the terms set out in this Policy. The Policy, the schedule and any Endorsement should be read as one document and forms the basis of the contract. Any word or expression which has a particular meaning shall have the same meaning wherever it may appear.

The information given to Us orally or otherwise and in the proposal confirmation and declaration also forms the basis of this contract. You must tell Us of any change in this information as soon as possible as failure to do so could affect the cover provided. Virgin Home Insurance is underwritten and provided by UK Insurance Limited, authorised and regulated by the Financial Services Authority.

If You have any queries about Your policy please call Us on **0870 024 1020**. Calls may be recorded.

Contents

	Page		
Important information	2	Frozen foods	14
Your right to cancel	2	Inflation protection	14
How to complain	2	Basis of Claims settlement	14
Details about Our regulator	2	Premium adjustment	15
Meanings of words	6	Liabilities	15
Conditions which apply to the whole policy	8	Occupiers and personal liabilities	15
Section 1 – Buildings	9	Employer's liability	15
Loss or damage	9	Tenant's liability	15
Additional cover	9	Liability of others	16
Plumbing installation	9	Section 3 – Personal Possessions	17
Service pipes and cables	9	Loss or damage	17
Glass and sanitary ware	9	Additional cover	17
Fees and clearance costs	9	Money	17
Local authority requirements	10	Credit cards	17
Alternative accommodation and rent	10	Overseas travel	17
Sale and purchase	10	Items in a bank	17
Emergency entries	10	Inflation protection	17
Accidental Damage	10	Basis of Claims settlement	18
Accidental Damage to the Buildings	10	Section 4 – Pedal Cycles	19
Repair of sewer	10	Loss or damage	19
Occupation by squatters	10	Overseas travel	19
Inflation protection	10	Basis of Claims settlement	19
Basis of Claims settlement	11	Section 5 – Family Legal Protection	20
Your Liability as property owner	11	How to make a claim for legal expenses	20
Premium adjustment	11	Sections 5 Definitions	20
Section 2 – Contents	12	Cover Provided	20
Loss or damage	12	General Exceptions which apply to Family Legal Protection	21
Additional cover	12	Specific Exceptions which apply to Family Legal Protection	21
Contents in the garden	12	General Conditions which apply to Family Legal Protection	22
Contents away from Your Home	12	Section 6 – Home Emergency	23
Glass	13	Section 6 Definitions	23
Home entertainment equipment	13	Cover Provided	24
Alternative accommodation and storage	13	General Exceptions which apply to Home Emergency	25
Oil and metered water	13	General Conditions which apply to Home Emergency	25
External door locks	13	Claims conditions	26
Title deeds	13	Exclusions which apply to the whole policy	27
Seasonal increase	13	Your Consumer Credit Agreement	28
Wedding gifts	13		
Household removal	13		
Downloaded information	13		
Accidental Damage	14		

Meanings of words

Certain words in this Policy and schedule have particular meanings wherever they appear. These words and their meanings are given below:

British Isles

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

Buildings

Your Home and its swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates, fences, landlord's fixtures and fittings, within the boundaries of Your Home.

Claim

An incident that causes You to Claim under Your policy. Only one Policyholder can claim per incident.

Company/Us/We/Our

UK Insurance Limited.

Contents

Household goods, Personal Possessions, satellite dishes, aerials and any other articles belonging to You, Your Family, resident domestic staff, or visitors or items for which You or Your Family is responsible including office equipment in the Home up to a maximum of £5,000.

But not

- a] motor vehicles (other than motorised gardening equipment), caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) all with their accessories while attached,
- b] any living creature,
- c] landlord's fixtures and fittings,
- d] securities, certificates and documents unless defined as Money,
- e] property more specifically insured by any other policy,
- f] property held or used for any profession, business or employment except office equipment in the Home up to a maximum of £5,000, or
- g] bedded plants, trees, shrubs and grass.

Credit Cards

Credit, cheque, bankers and cash dispenser cards issued to You or Your Family.

Endorsement

An agreed change in the terms of the policy.

Excess

The amount to be deducted from any one incident giving rise to a Claim.

Family

Your spouse, Partner and other relatives normally living with You.

Home

The private dwelling within the boundaries of the address shown in the schedule together with its garages and domestic outbuildings.

Money

Cash, bank and currency notes, cheques, Money and postal orders, postage stamps (not being part of a collection), savings stamps and savings certificates, share certificates, premium bonds, luncheon vouchers, travellers cheques, travel tickets, phone cards and gift tokens belonging to You or Your Family and used or held solely for private purposes.

Partner

A person You are living with as if married.

Period of Insurance

The period shown in the schedule/confirmation for which We have agreed to accept a premium and provided the premium is paid immediately on demand.

Personal Effects

Clothing and other items designed to be either worn or normally carried belonging to You or Your Family.

But not

- a] Sports equipment or camping equipment,
- b] Valuables or Money,
- c] contact or corneal lenses,
- d] household goods or domestic appliances,
- e] items held or used for any profession, business or employment, or
- f] motor vehicle accessories whilst attached to the vehicle.

Personal Possessions

Valuables, Personal Effects and Sports Equipment.

Policyholder/You/Your

The person or persons named in the schedule/confirmation.

Sports Equipment

Articles of personal use including sports clothing specifically designed to be used for any sporting activity and belonging to You or Your Family.

But not

- a] camping equipment,
- b] any vehicle, watercraft including windsurfers and surfboards, aircraft including hang-gliders, powered or otherwise, or their accessories, or
- c] items held or used for any profession, business or employment.

Uninsurable Risks

- a] Wear and tear and depreciation.
- b] Rot, fungus, woodworm, beetle, moth, insects or vermin.
- c] Mechanical or electrical fault or breakdown.
- d] Any process of cleaning, dyeing, renovating, altering, re-styling, repairing or restoring.
- e] Any other gradually operating cause.
- f] Faulty workmanship, faulty design or the use of faulty materials.
- g] Changes in atmospheric conditions.

Unoccupied

Not lived in by You or Your Family or by any other person with Your permission.

Valuables

Jewellery, furs, items or sets or collections of gold, silver or other precious metals, works of art, watches, sets of stamps or coins or medals all belonging to You or Your Family.

But not

- a] property more specifically insured by any other policy, or
- b] property held or used for any profession, business or employment.

Conditions which apply to the whole policy

1 Policy terms and conditions

You and any other person entitled to benefit under this policy must comply with its terms, conditions and Endorsements.

2 Prevention of loss

You and any other person entitled to benefit under this policy must take all reasonable steps to:

- a) prevent loss, damage or accident, and
- b) maintain the insured property in sound condition and good repair.

3 Administration Fees

- a) We may cancel the policy by sending You seven days notice in writing to Your last known address. We will refund any premium paid for the remainder of the period of insurance, providing that You have not made any claim during the current Period of Insurance.
- b) You may cancel the policy by contacting Us on **0870 024 1020** or sending Us notice in writing. We will refund any premium paid for the remaining Period of Insurance less an administration fee as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.
- c) If You make any change to the policy during the Period of Insurance You may have to pay an administration fee as shown in Your schedule.

4 Payment of premium

- a) Where payment of premium is not made, We will assume that it is Your intention to cancel the policy and any cover otherwise provided by this policy will be inoperative from the date such payment was due.
- b) If You are paying by instalments, the full annual premium remains due when a Claim has been made in the current Period of Insurance despite cancellation. We reserve the right to deduct this from any Claim payable by Us.

5 Joint Policyholder

Where the schedule/confirmation notes the interest(s) of other parties these shall have the same rights and interests as the Policyholder.

6 Changes that may affect Your cover

You must tell Us as soon as possible if there are any changes that may affect Your insurance, such as the following:

- a) You change the address where You normally live.
- b) Work that is being done to Your Home that is not normal routine maintenance or decoration.
- c) Any conviction or pending prosecution.
- d) Your Home is let to tenants or shared with lodgers.
- e) Your Home is used for business or as a holiday home.

We may then re-assess Your cover and premium either immediately or at Your next renewal date depending on the information provided.

NB. This is not a complete list. If You are unsure whether it is a change that may affect Your cover, You should contact Us anyway.

If you give Us any additional information, for instance by letter, You should keep a copy.

7 Number of bedrooms

You must tell Us if the number of bedrooms in Your Home changes from what is shown in the schedule.

8 Auto renewal

When Your policy is due for renewal We may offer to renew it for You automatically – this saves You the worry of remembering to call Us before the policy expires. If We offer to do this for You, We will write to You before Your policy expires with full details of Your next year's premium and policy conditions. If You do not want to renew this policy, all You need to do is call Our customer priority line on **0870 024 1020** to let Us know.

9 Fraud

If any part of any Claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit under this policy, the policy shall become void and all benefit under this policy shall be forfeited.

10 The law applicable to this contract

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

Section 1 - Buildings

A - Loss or damage

We will pay for loss of or damage to the Buildings caused by:

1 Fire, lightning, explosion or earthquake

2 Smoke

But not loss or damage caused by smog, agricultural or industrial operations or any gradual process.

3 Riot, civil commotion, labour or political disturbance

4 Collision with the Buildings directly caused by any moving object originating outside Your Home

But not loss of or damage to hedges, gates or fences by falling trees or branches.

5 Storm or Flood

But not

- a) loss of or damage to hedges, gates or fences, or
- b) loss or damage caused by frost.

6 Theft or attempted theft

But not

- a) loss or damage caused by any paying guest, tenant or Family member, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

7 Vandalism or malicious acts

But not

- a) loss or damage caused by any paying guest, tenant or Family member, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

8 Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance

But not

- › after Your Home has been Unoccupied for more than 60 consecutive days
- › loss or damage caused by subsidence, heave or landslip that results from the escaping water.

9 Subsidence or heave of the site on which the Building of Your Home stands or landslip

But not

- a) loss or damage caused by:
 - i) coastal or river erosion,
 - ii) demolition, structural repairs or alterations to the Buildings, or

- iii) faulty workmanship, faulty design or the use of faulty materials.
- b) loss of or damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of Your Home are damaged at the same time by the same cause,
- c) loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless Your Home, an outbuilding or garage is damaged at the same time by the same cause, or
- d) the amount of the 'Subsidence' Excess shown in the schedule which will apply to any Claim for subsidence or heave or Landslip.

B - Additional cover

1 Plumbing installation

We will pay for damage to any part of the plumbing installation in Your Home caused by an increase in internal pressure or freezing.

But not

- a) if the installation is outside or in an outbuilding,
- b) loss or damage due to rust, corrosion or wear and tear,
- c) after Your Home has been Unoccupied for more than 60 consecutive days, or
- d) Uninsurable Risks.

2 Service pipes and cables

We will pay for accidental damage for which You are legally responsible to underground drains, pipes, cables and tanks providing services to or from Your Home.

But not Uninsurable Risks.

3 Glass and sanitary ware

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary ware in Your Home.

But not

- a) breakage by any paying guest or tenant, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

4 Fees and clearance costs

We will pay for:

- a) the cost of architects, surveyors, consultants and legal fees.

But not fees for preparing any Claim under the policy.

- b) costs necessarily incurred with Our consent to clear the site and make it and the Buildings safe in the repair or reinstatement of the Buildings following damage recoverable under this Section.

5 Local authority requirements

We will pay for the extra cost of reinstatement or repair of the damaged part of the Buildings incurred solely to comply with any government or local authority requirement following damage recoverable under this Section.

But not if You were notified of the requirement before the damage occurred.

6 Alternative accommodation and rent

We will pay in addition to any other amount recoverable under this Section:

- a) if You occupy Your Home the cost of reasonable alternative accommodation for You, Your Family and domestic pets, or
- b) if Your Home is lent or let, rent You would have received but lose while Your Home is unfit to live in following damage recoverable under this Section.

Any Claim payment will not be more than £25,000.

7 Sale and purchase

- a) If You are selling Your Home the purchaser will have the benefit of the insurance by this Section up to the date of completion provided the Buildings are not otherwise insured.
- b) If You are purchasing another private dwelling Your new dwelling will be insured by this Section for up to three months from the date contracts to purchase are exchanged or in Scotland the date of the acceptance of offer.

But not

- i) if it is otherwise insured,
- ii) after completion of the purchase, or
- iii) for more than the sum insured by this Section.

8 Emergency entries

We will pay for loss or damage to the Building caused when the fire brigade, police or the ambulance service have to make a forced entry because of an emergency to You or Your Family.

The most We will pay for a claim will be £1,000.

C – Accidental Damage (Optional extra)

This cover only applies if the schedule shows that 'Accidental Damage' is included in Section 1 – Buildings.

1 Accidental Damage to the Buildings

We will pay for accidental damage to the Buildings.

But not

- a) damage caused by:
 - i) any paying guest or tenant,
 - ii) domestic pets, or
 - iii) Uninsurable Risks,
- b) damage by a cause excluded by Paragraph A of Section 1 – Buildings,
- c) the cost of maintenance and normal redecoration, or
- d) after Your Home has been Unoccupied for more than 60 consecutive days.

2 Repair of sewer

We will pay for the cost incurred in breaking into and repairing the pipe between the main sewer and Your Home following the blockage of the pipe.

Any Claim payment will not be more than £1,000.

(The General Exclusion of any 'Gradually Operating Cause' does not apply to this Section.)

3 Occupation by squatters

We will pay for:

- a) legal fees necessarily incurred with Our written consent in repossessing Your Home, and
- b) the cost of reasonable alternative accommodation for You, Your Family and domestic pets while Your Home is occupied by squatters.

Any Claim payment will not be more than £10,000.

D – Inflation protection

The sum insured shown in the schedule for Buildings may be adjusted monthly as required by the percentage change in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or a suitable alternative index.

If this change occurs, the premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

E – Basis of Claims settlement

1 **We will pay for** the cost incurred in reinstatement or repair of that part of the Buildings which is damaged by any of the causes insured by this Section without any deduction for wear and tear provided that at the time of such damage the Buildings are in a good state of repair.

But not for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.

2 If the damage to the Buildings is not reinstated or repaired or the Buildings are not in a good state of repair then We will pay at Our option:

- a) the cost of reinstating the damage less a deduction for any wear and tear or betterment, or
- b) the difference between the sale value of Your Home in the open market immediately prior to the damage and its residual value following such damage.

3 The most We will pay for any one Claim will be the total sum insured shown in the schedule plus any amount payable under items B4, B5, B6 and B7 of Paragraph B of Section 1 – Buildings.

4 The sum insured will not be reduced by a Claim payment.

5 **We will not pay** any reduction in the market value of Your Home resulting from reinstatement or repair of or damage to the Building.

6 Any Claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.

7 The insurance premium charged is based upon the sums insured shown on Your Policy schedule. If in Our opinion the sums insured do not accurately reflect the rebuild cost of the risk on cover, at Our option, We reserve the right to reduce any Claims payment by the amount of percentage of underpayment of premium due to this underestimation of value.

F – Your liability as property owner

In law, most accidents that happen in Buildings are usually the responsibility of the occupier of the Buildings rather than the owner. To obtain protection as occupier of Your Home, You must obtain separate cover, which is usually provided as standard cover within a Home Contents insurance policy.

We will pay all sums for which You become legally liable arising solely from Your ownership of Your Home and its land or from any private dwelling previously owned and occupied by You for accidental:

- a) death of or bodily injury to any person, or
- b) loss of or damage to material property occurring during the Period of Insurance shown in the schedule.

But not liability:

- i) for death of or bodily injury to Your Family, domestic staff, lodgers or tenants,
- ii) for damage to property belonging to or in the custody or control of You, Your Family or domestic staff, or
- iii) arising from:
 - 1) any profession, business or employment,
 - 2) an agreement unless that liability would have existed otherwise, or
 - 3) Your capacity as occupier of Your Home.

Any Claim payment resulting from one incident will not be more than £2,000,000.

We will also pay costs, expenses and legal fees necessarily incurred with Our written consent under Paragraph F of Section 1 – Buildings.

G – Premium adjustment

The premium for this Section is based on the estimated rebuilding cost of the Buildings calculated from information provided by You.

If it is established that the cost of completely rebuilding the Buildings as new including fees and clearance costs is greater than the sum insured shown on the schedule adjusted for index linking, then the sum insured will be increased to such rebuilding cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable.

Section 2 - Contents

A - Loss or damage

We will pay for loss or damage to the Contents while in Your Home caused by:

1 Fire, lightning, explosion or earthquake

2 Smoke

But not loss or damage caused by smog, agricultural or industrial operations or any gradual process.

3 Riot, civil commotion, labour or political disturbance

4 Collision with the Buildings directly caused by any moving object originating outside Your Home

5 Storm or Flood

6 Theft or attempted theft

But not

- a) loss or damage caused by any paying guest, tenant or Family member,
- b) loss by deception other than deception used solely to enter Your Home,
- c) loss of Money unless force or deception is used solely to enter Your Home,
- d) after Your Home has been Unoccupied for more than 60 consecutive days, or
- e) loss or damage to office equipment unless caused by forcible or violent entry to Your Home.

7 Vandalism or malicious acts

But not

- a) loss or damage caused by any paying guest, tenant or Family member, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

8 Water or oil escaping from any fixed water or heating installation or from any domestic appliance

But not after Your Home has been Unoccupied for more than 60 consecutive days.

9 Subsidence or Heave of the site on which the Building of Your Home stands or landslip

B - Additional cover

1 Contents in the garden

We will pay for loss of or damage to the Contents from any cause insured by Paragraph A of Section 2 – Contents, while in the open and within the boundaries of Your Home and its land.

But not

- a) after Your Home has been Unoccupied for more than 60 consecutive days,
- b) loss of Money, or
- c) more than £1,000 in respect of any one Claim.

2 Contents away from Your Home

We will pay for loss of or damage to the Contents from any cause insured by Paragraph A of Section 2 – Contents while temporarily:

- a) within the British Isles in a bank safe deposit, occupied private dwelling or caravan, or any building where You or Your Family work or reside,

But not

- i) loss by deception, or
- ii) loss of Money,
- b) elsewhere in the British Isles,

But not

- i) loss of or damage to property in a furniture depository other than as provided in Paragraph B of Section 2 – Contents,
- ii) loss of Money, or
- iii) loss or damage caused by:
 - 1) vandalism or malicious acts,
 - 2) storm or flood to property not in a building or caravan,
 - 3) theft unless:
 - a) force is used to enter a building or caravan, or
 - b) by 'hold up' while property is being worn or carried, or
 - 4) theft from any motor vehicle.

Any Claim payment will not be more than £5,000.

3 Glass

We will pay for accidental breakage of mirrors, fixed glass in either furniture or pictures, or in ornaments, plate glass tops to furniture and ceramic hobs while in Your Home.

But not

- a) breakage caused by any paying guest or tenant, or
- b) after Your Home has been Unoccupied for more than 60 consecutive days.

4 Home entertainment equipment

We will pay for accidental damage to television sets, video cassette recorders, DVD players, audio equipment, radios, home computers, monitors, laptops, television games consoles while in Your Home.

But not

- a) damage to records, discs of any kind, tapes or cassettes,
- b) damage caused by:
 - i) any paying guest or tenant, or
 - ii) Uninsurable Risks, or
- c) after Your Home has been Unoccupied for more than 60 consecutive days.

5 Alternative accommodation and storage

We will pay in addition to any other amount recoverable under this Section and if You occupy Your Home:

- a) the cost of reasonable alternative accommodation for You, Your Family and domestic pets, and
- b) the cost of temporary storage of the Contents while Your Home is unfit to live in following loss or damage by any cause insured by Paragraph A of Section 2 – Contents.

Any Claim payment will not be more than 20% of the sum insured by this Section.

6 Oil and metered water

We will pay for the reasonable cost incurred for loss of oil from the domestic heating installation and loss of metered water following accidental damage to the Buildings.

7 External door locks

We will pay for the reasonable cost incurred in replacing and installing external door locks or to any safe or intruder alarm system in Your Home where the keys of such locks have been stolen.

Any Claim payment will not be more than £500.

8 Title deeds

We will pay for the cost necessarily incurred in preparing new title deeds to Your Home following loss or damage by any cause insured by Paragraph A of Section 2 – Contents while the deeds are in Your Home or in Your bank for safe keeping.

Any Claim payment will not be more than £250.

9 Seasonal increase

During the period 1 December to 15 January and if within the Period of Insurance shown in the schedule the sum insured by this Section is increased by 10%.

10 Wedding gifts

During the four weeks before and the four weeks after the wedding day of You or Your Family and if within the Period of Insurance shown in the schedule the sum insured by this Section is increased by 10%.

11 Household removal

We will pay for accidental loss of or damage to the Contents occurring in the course of permanent removal by professional removal contractors from Your Home to any other private dwelling within the British Isles including temporary storage for up to 72 hours.

But not

- a) loss of or damage to:
 - i) Money or Valuables, or
 - ii) china, glass, earthenware or other items of a brittle nature unless packed by professional packers, or
- b) loss or damage caused by Uninsurable Risks.

12 Downloaded information

We will pay the cost of replacing information lost or damaged as a result of any cause listed in Paragraph A of this section, that You may have purchased and stored on Your Home entertainment equipment and mobile phones.

But not the cost of

- a) remaking a film, tape or disc
- b) rewriting the information contained on Your home entertainment equipment.

The most We will pay for one claim will be £3,000.

C – Accidental Damage (Optional extra)

This cover only applies if the schedule shows that 'Accidental Damage' is included in Section 2 – Contents.

We will pay for accidental damage to the Contents while in Your Home.

But not

- a) damage to contact or corneal lenses, pedal cycles or Money,
- b) damage caused by:
 - i) any paying guest or tenant,
 - ii) domestic pets, or
 - iii) Uninsurable Risks,
- c) damage by a cause excluded by Paragraph A of Section 2 – Contents,
- d) damage occurring during any household removal,
- e) after Your Home has been Unoccupied for more than 60 consecutive days,
- f) Sports equipment or camping equipment and apparel whilst in use, or
- g) the Excess shown in the schedule/confirmation of any Claim settlement.

D – Frozen foods

We will pay the costs of replacing food spoilt in any deep freeze unit or refrigerator in Your Home by rise or fall in temperature or escape of refrigerant fumes.

But not

- a) if caused by the deliberate act of the supply authority or its employees,
- b) if the refrigeration unit in the appliance is over 10 years old unless under a maintenance contract and/or unless there is a power supply failure which is not caused by a deliberate act of the supply authority or its employees, or
- c) after Your Home has been Unoccupied for more than 60 consecutive days.

Any Claim payment will not be more than the limit shown in the schedule.

E – Inflation protection

The Contents sum insured shown in the schedule for Contents will be adjusted monthly by the percentage change in the Consumer Durables Index of the Retail Price Index or a suitable alternative index.

The premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

F – Basis of Claims settlement

1 For any one item of Contents or part of a set or suite lost or damaged We will at Our option:

- a) pay the cost of replacing the item or part as new,
- b) replace the item or part as new,
- c) pay the cost of repairing the item or part, or
- d) make a cash payment which will be the price We could have replaced it for using Our own suppliers.

We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection or items of a uniform design, nature or colour.

2 A deduction may be made for any wear and tear or betterment in any Claim settlement for:

- a) clothing,
- b) any item or part which is not replaced or repaired.

3 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. We recommend that You keep copies of valuations, receipts, photographs and instruction booklets to help You do this.

4 The most We will pay for any one Claim will be the total sum insured on Contents as shown in the Contents section of Your schedule subject to the following limits:

- a) the sum insured by any item,
- b) £300 in respect of Money,
- c) £1,500 for any one valuable unless specified in the schedule,
- d) the amount shown in the schedule for any loss of Valuables, and
- e) the amount shown in items 1, 2, 7 and 8 of Paragraph B of Section 2 – Contents.

In addition We will pay any amount payable under items 5, 9 and 10 of Paragraph B of Section 2 – Contents.

5 The sum insured will not be reduced by a Claim payment unless the Claim relates to the total loss of any specified item.

6 Any Claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.

7 The insurance premium charged is based upon the sums Insured shown on Your Policy schedule. If in Our opinion the sums Insured do not accurately reflect the value of the item or items which they describe then, at Our option, We reserve the right to reduce any Claim payment by the amount of percentage of underpayment of premium due to this under-estimation of value.

Premium adjustment

The premium for this Section is based on the estimated replacement cost of the Contents as advised by You. This is shown as the sum insured for this Section.

If it is established that the cost of completely replacing the Contents as new is greater than the sum insured adjusted for index linking, then the sum insured will be increased to such replacement cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable. Any increase in the Sum Insured will not apply retrospectively to any Claim.

G – Liabilities

1 Occupiers and personal liabilities

We will pay all sums for which You or Your Family become legally liable as occupiers of Your Home or in any other personal capacity for accidental:

- a) death of or bodily injury to any person, or
- b) loss of or damage to material property occurring during the Period of Insurance shown in the schedule.

But not liability:

- a) for death of or bodily injury to Your Family, domestic staff, lodgers or tenants,
- b) for damage to property belonging to or in the custody or control of You, Your Family or domestic staff, or

c) arising from:

- 1) ownership of any land or building,
- 2) occupation of any land or building other than Your Home,
- 3) any profession, business or employment,
- 4) the transmission of any communicable disease,
- 5) the ownership, possession or use of any:
 - i) motor vehicle other than motorised gardening equipment,
 - ii) items whilst being towed,
 - iii) watercraft, hovercraft or aircraft other than hand propelled or models,
 - iv) living creatures other than domestic animals, or
 - v) animals listed under the Dangerous Dogs Act 1991,
- 6) an agreement unless that liability would have existed otherwise,
- 7) ownership or use of firearms, or
- 8) any wilful or malicious act.

Any Claim payment resulting from one incident will not be more than £2,000,000.

We will also pay costs, expenses and legal fees necessarily incurred with Our written consent.

2 Employer's liability

We will pay all sums which You become legally liable to pay for accidental death of or bodily injury to domestic staff employed by You occurring during the Period of Insurance shown in the schedule.

Any Claim payment resulting from one incident will not be more than £10,000,000.

We will also pay costs, expenses and legal fees necessarily incurred with Our written consent.

But not liability arising from the transmission of a communicable disease.

3 Tenant's liability

We will pay for all sums which You become legally liable to pay as a tenant of Your Home for damage to the Buildings by any cause insured by paragraphs A, B1, B2 and B3 of Section 1 of this Policy occurring during the Period of Insurance shown in the schedule.

Any Claim payment resulting from one incident will not be more than 20% of the total sum insured by the Contents Section of this Policy.

4 Liability of others

We will pay the amount of any outstanding and irrecoverable award of damages and costs obtained after a defended hearing made in a court in the United Kingdom if such award has not been paid to You within three months of the date of the award.

We will only make payment if item 1 of this Liabilities Section would have insured You had the award been made against You or Your Family and You agree to allow Us to enforce Your unsatisfied rights which We will become entitled to upon making a payment.

But not

- a) if an appeal is pending, or
- b) if the incident giving rise to the Claim occurs outside any Period of Insurance.

Any Claim payment resulting from one incident will not be more than £1,000,000.

Section 3 - Personal possessions (optional extra)

A - Loss or damage

We will pay for accidental loss of or damage to Personal Possessions and any other item specified in the Personal Possessions Section of the schedule while such property is within the British Isles.

But not

- a) loss of or damage to:
 - i) pedal cycles or their accessories,
 - ii) skis or sub-aqua equipment whilst in use,
 - iii) Sports equipment or apparel whilst in use,
 - iv) property more specifically insured by any other policy, or
 - v) property held or used for any profession, business or employment,
- b) loss or damage caused by:
 - i) theft:
 - 1) by deception, or
 - 2) from an unattended motor vehicle unless the item is hidden from view within the vehicle and violence and force is used to enter the vehicle,
 - ii) confiscation or detention by customs or other officials,
 - iii) Uninsurable Risks, or
 - iv) domestic pets, or
- c) loss or damage by a cause excluded by Paragraph A of Section 2 – Contents.

B - Additional cover

1 Money

We will pay for accidental loss of Money anywhere in the world in the custody or control of You or Your Family.

But not

- a) due to shortage caused by error or omission,
- b) any depreciation in value,
- c) losses not reported to the police within 24 hours of discovery, or
- d) loss or damage by confiscation or detention by customs or other officials.

Any Claim payment will not be more than the limit shown in the schedule.

2 Credit cards

We will pay for financial loss following unauthorised use of credit cards.

But not

- a) by Your Family,
- b) where You have not observed the conditions under which the credit card is issued, or
- c) losses not reported to the police and the issuing authority within 24 hours of discovery.

Any Claim payment will not be more than the limit shown in the schedule.

3 Overseas travel

The insurance by the Personal Possessions Loss or Damage Section will apply to the property insured while temporarily outside the British Isles for a period not exceeding 60 days in any one Period of Insurance and while in the custody or control of You or any adult member of Your Family.

Any Claim payment will not be more than £7,500 or the sum insured by this Section whichever is the lesser.

But not loss or damage by a cause excluded by Paragraph A of Section 3 – Personal Possessions.

4 Items in a bank

We will pay for accidental loss of or damage to items described in the schedule as being held in a bank or safe deposit.

But not

- a) while such items are removed from the custody of the bank or safe deposit, or
- b) any loss or damage which does not involve forced or violent entry.

C - Inflation protection

The sum insured shown in the schedule for Personal Possessions will be adjusted monthly by the percentage change in the Consumer Durables Index of the Retail Price Index or a suitable alternative index.

The premium at renewal will be calculated on the revised sums insured shown in Your renewal schedule.

D - Basis of Claims settlement

1 For any one item of Personal Possessions or part of a set lost or damaged We will at Our option:

- a) pay the cost of replacing the item or part as new,
- b) replace the item or part as new,
- c) pay the cost of repairing the item or part, or
- d) make a cash payment which will be the price We could have replaced it for using Our own suppliers.

2 A deduction will be made for any wear and tear or betterment in any Claim settlement for:

- a) clothing (including sports clothing), or
- b) any item or part which is not replaced or repaired.

3 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. We recommend that You keep copies of valuations, receipts, photographs and instruction booklets to help You do this.

4 The most We will pay for any one Claim will be the total sum insured on Personal Possessions shown in the schedule subject to the following limits:

- a) the sum insured by any item specifically listed in the schedule,
- b) £1,500 for any one item, set or collection unless otherwise specified in the schedule, or
- c) the amount shown in paragraph 3 of the Personal Possessions Additional Cover Section.

In addition We will pay any amount payable under items 1 and 2 of paragraph B of Section 3 – Personal Possessions.

5 The sum insured will not be reduced by a Claim payment unless the Claim relates to the total loss of any specified item.

6 Any Claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.

7 The insurance premium charged is based upon the sums insured shown in Your Policy schedule. If in Our opinion the sums insured do not accurately reflect the value of the item or items which they describe then, at Our option, We reserve the right to reduce any Claim payment by the amount of the percentage of underpayment of premium due to this under-estimation of value.

Section 4 - Pedal Cycles (optional extra)

A - Loss or damage

We will pay for accidental loss of or damage to any pedal cycles and their accessories subject to the limits as specified in the schedule belonging to You or Your Family while within the British Isles.

But not

- a) loss of or damage to:
 - i) tyres or accessories unless the cycle is lost or damaged at the same time,
 - ii) the cycle whilst being used for racing, pacemaking, competition, trials, demonstration or exhibition, or
 - iii) cycles more specifically insured by any other policy,
- b) loss or damage caused by:
 - i) theft:
 - 1) by deception, or
 - 2) unless when unattended the cycle is in a locked building or immobilised by a security device and attached to a permanently fixed structure,
 - ii) confiscation or detention by customs or other officials, or
 - iii) Uninsurable Risks, or
- c) loss or damage by a cause excluded by Paragraph A of Section 2 – Contents.

B - Overseas travel

The insurance provided by the Pedal Cycles Loss or Damage Section will apply to the property insured while temporarily outside the British Isles for a period not exceeding 60 days in any one Period of Insurance and while in the custody or control of You or any adult member of Your Family.

C - Basis of Claims settlement

1 For any one cycle lost or damaged We will at Our option:

- a) pay the cost of replacing the cycle,
- b) replace the cycle,
- c) pay the cost of repairing the cycle, or
- d) make a cash payment.

2 The most We will pay for any one cycle and its accessories will be the limit shown in the schedule.

3 Any Claim settlement will:

- a) not be more than the sum insured shown in the schedule, and
- b) be reduced by the amount of any Excess shown in the schedule.

Section 5 - Family Legal Protection (optional extra)

This section only applies if it is shown on Your schedule. This section covers legal expenses.

How to make a claim for legal expenses

- 1 Phone Our legal advice helpline on 0870 024 1025. Please have Your Home insurance policy number available when You call.
- 2 You must tell the Legal advice line of any incident which may lead to a claim under the policy. You must do this as soon as possible, and always within 180 days of the date that You knew about or should have known about the incident.
- 3 We will send You a claim form to fill in and return to Us. For extra security, We may record all phone calls and keep the recording secure.

Legal Helpline – 0870 024 1025

You can ring the helpline to discuss any private legal problem. This service is here to help, so please feel free to use it. While You have a current policy with Us, the helpline is available 24 hours a day, seven days a week. In particular, if something You are proposing to do may result in a legal claim, You must talk to Us first. For extra security, We may record all phone calls and keep the recording secure.

The following definitions are in addition to or may replace those shown on pages 6 and 7 of the policy. In this section 5 only, the words below will have the following meanings

Costs The professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is. We will also pay costs which You are ordered to pay by a court or other organisation and any other costs We agree to in writing.

The most We will pay for all costs will be £100,000 for any claim or claims arising from any one incident.

Date of incident Either:

- › the date of the incident that has led to this claim; or
- › the date of the first incident, if there are a number of incidents

whichever is earlier.

Full enquiry A full examination of all aspects of Your personal tax affairs by HM Revenue & Customs.

Solicitor Any suitably qualified person appointed to represent You under this section.

Territorial limits The United Kingdom. For claims relating to ‘personal injury’ and ‘contract dispute’, the territorial limits also include the European Union, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

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

You, Your The person named as the Policyholder in the schedule, their partner and members of their Family (including foster children) who normally live with them.

Cover provided

We will pay for the following:

1 Costs in the event of the following:

- a Personal injury** – Death or bodily injury to You.
- b Contract dispute** – A dispute arising out of an agreement You have for:
 - › buying or hiring goods or services;
 - › selling goods; or
 - › buying or selling Your Home.
- c Property protection** – A dispute arising out of You owning or living in Your Home.
- d Employment** – A dispute arising out of Your employment.
- e Tax protection** – A full enquiry by HM Revenue & Customs, if the enquiry resulted from Your work as an employee.
- f Inheritance dispute** – A dispute over something left to you in a will.
- g Legal defence** – Your work as an employee which leads to:
 - › You being prosecuted in a magistrates’ or crown court;
 - › civil action being taken against You for unlawful discrimination because of someone’s sex, race, disability, religious belief or political opinion; or
 - › civil action being taken against You under section 13 of the Data Protection Act 1998.
- h Motoring prosecution** – You being prosecuted for an offence connected with using or driving a motor vehicle.

2 Salary while you attend jury service – We will pay Your salary or wages for each half or whole day You attend jury service if You cannot claim them back from the court or from Your employer.

The cover provided by this section only applies if:

- › the Date of Incident is within the Period of Insurance and the incident happens within the Territorial limits;
- › any legal proceedings are carried out by a court or other organisation We agree to within the Territorial limits; and
- › it is always more likely than not that You will be successful with Your claim.

General exceptions which apply to Family Legal Protection cover

You are not covered for any of the following.

- 1** Any claim You report to Us more than 180 days after the date You knew about, or should have known about, the incident leading to the claim.
- 2** Costs You have paid or will have to pay before We have agreed to them.
- 3** Your Costs in any action against another person who is insured by this policy.
- 4** Any fines, penalties, compensation or damages which You are ordered to pay by a court or other organisation.
- 5** Any claim between You and someone You live with or have lived with.
- 6** Any application for a judicial review.
- 7** Any dispute with Us about this section of the policy, other than as shown in general condition 5 on page 22.
- 8** Any incident which begins before cover starts.
- 9** Any Costs if You stop or settle a claim, or withdraw instructions from the Solicitor, without good reason. If this applies, You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.

See also Exclusions on page 27.

Specific exceptions which apply to Family Legal Protection cover

You are not covered for any of the following.

Personal injury

- › Any illness or injury, which develops gradually or is not caused by a specific or sudden accident.
- › Defending Your legal rights in claims against You.

Contract dispute

- › Any claim arising out of advice, specification, design, construction, conversion or extension on any land or relating to any buildings.
- › Any claim relating to leases, tenancies or a licence to occupy.
- › Any claim arising out of a contract You have entered into in connection with a profession, business or trade, other than as provided for under 'Employment' – see page 20.

Property protection

- › Any claim if the Date of Incident is less than 90 days after cover started.
- › Any building or land other than Your Home.
- › Defending Your legal rights in claims against You.

Employment

- › Any claim if the Date of Incident is less than 90 days after cover started.
- › Defending Your legal rights in claims against You.
- › Any Costs relating to internal grievance procedures or disciplinary hearings within the company You work.
- › Any claim started in the county court or high court or the equivalent courts in Scotland.

Motoring prosecution

- › Any claim involving You driving a motor vehicle for which You do not have valid motor insurance.
- › Parking offences.

General conditions

which apply to Family Legal Protection cover

If You do not keep to the following conditions, We may cancel this cover, refuse any claim and withdraw from any current claim. See also General Conditions on page 8.

1 You must do the following

- ▶ Let Us have full details of Your claim and any other information that We or the Solicitor, ask for. (You must pay any costs involved in providing this information.)
- ▶ Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.
- ▶ Tell Us about any developments affecting Your claim.
- ▶ Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
- ▶ Tell Us if anyone makes a payment into court or offers to settle Your claim.
- ▶ Try to get back any Costs that We have to make, and if You do get them back, pass them to Us.
- ▶ Get Our agreement before You negotiate or settle a claim.

2 Appointing a Solicitor

- ▶ We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your policy will cover them as long as You keep to the policy conditions.
- ▶ If We accept Your claim We, or a Solicitor We appoint, will try to settle the matter without having to go to court.
- ▶ If it is necessary to take Your claim to court, or if there is a conflict of interests, You can choose the Solicitor to act for You. Otherwise, We will appoint a Solicitor for You.
- ▶ We or You will appoint the Solicitor to act for You in line with Our standard terms of appointment. (You can ask Us for a copy.)
- ▶ You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.

- ▶ If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3 You must tell Your Solicitor to do the following

- ▶ Get Our written permission before instructing a barrister or an expert witness.
- ▶ Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4 We can do the following

- ▶ Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.
- ▶ Decide to settle Your claim by paying the amount in dispute. If Your claim is not for damages, We may decide to settle Your claim by paying You the equivalent financial value of Your claim.
- ▶ Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim.
- ▶ Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5 Disputes

You have the right to refer any disagreement between You and Us to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Territorial Limits whose law governs this section of the policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 2 for details of Our complaints procedure.)

6 People involved in this contract

This contract for Family Legal Protection is between You, the policyholder, and Us. No-one else has any rights they can enforce under this contract, except those they have by law.

Conditions 2, and 7 on page 8 do not apply to Family Legal Protection.

Section 6 - Home Emergency

(optional extra)

The following definitions apply to this Section and are in addition to or may replace those shown on pages 6 and 7 of the policy.

In this Section, the words below will have the following meanings:

Authorised Repairer A person, company or organisation appointed by Us to temporarily or permanently put right an Emergency, carry out emergency repairs or prevent further damage where possible.

Beyond Economic Repair When the cost of repairing the boiler or appliance is more than the cost of replacing it. If We decide Your boiler is beyond economic repair, We will pay an amount towards the cost of a new one in line with the scale shown below:

Age of Boiler	Amount We will pay
1 to 5 years	£250
6 to 10 years	£100

Call Out Sending an Authorised Repairer out after You ask for Emergency Assistance, even if You then cancel Your request.

Electrical Supply The permanent electrical system supplying power to wall sockets, switches, bulb sockets and fuse boxes which are inside Your Home and beyond the electric meter.

Emergency An incident in the Home that happens during the Period of Insurance and which, if not dealt with quickly, will:

- › make the Home unsafe or insecure for You;
- › cause damage to the Home and its Contents; or
- › result in the Home losing its Main Source of Heating, lighting or water (hot or cold).

Emergency Assistance Work carried out by an Authorised Repairer to temporarily or permanently put right an Emergency, carry out emergency repairs or prevent further damage.

But not

permanently putting right paths and driveways that need to be removed or replaced in order to deal with the Emergency.

Geographical Limits The United Kingdom including the Isle of Wight, the Isle of Man, Northern Ireland and the Channel Islands but not the Scilly Isles, or the Scottish Islands.

Home The private home at the address shown in the schedule, together with integral (built-in) or attached garages used for domestic purposes.

But not

detached garages and outbuildings.

Internal Plumbing and Drainage The fixed sanitary fittings, hot or cold water supply and storage and drainage systems which You are responsible for and that are within the Home.

Main Source of Heating The main hot water or central heating system in Your Home including:

- a) one domestic boiler;
- b) any controls forming part of the boiler; and
- c) the programmer, central heating pump, hot water cylinder, room thermostat and radiators.

But not

- a) any form of underfloor heating, solar heating system or warm air heating system;
- b) any non-domestic boiler and associated system;
- c) any boiler with an output of over 60KW;
- d) any boiler over 10 years old;
- e) any secondary or other boiler.

Period of Insurance The period You are insured for, as shown in Your Home insurance schedule.

Permanent Repair Repairs or work needed to put the Emergency right.

Pests

- a) wasps' nests
- b) hornets' nests
- c) mice
- d) rats
- e) grey squirrels.

Security The locks to doors and windows on the outside of the Home.

Temporary Repair Repairs or work that may be needed to put an Emergency right but which may need to be replaced by a Permanent Repair.

Underground External Drainage The drainage pipes and sewers within the Home, together with those underground and outside the Home which You have a legal responsibility for, but only as far as the junction with the mains services.

But not

cesspits, septic tanks, treatment plants and associated pipework and equipment.

You/Your/Yours The person named as the Policyholder in the schedule or any person authorised by You to be in the Home at the time of the Emergency.

Cover Provided

If there is an Emergency in Your Home, We will:

- a) tell You how to immediately protect Yourself and the Home;
- b) send an Authorised Repairer to Your Home or arrange an appointment for an Authorised Repairer to visit Your Home at an agreed time; and
- c) organise and pay the cost of providing Emergency Assistance, including the cost of the call-out, labour at the Home and parts up to a total of £500 a Call Out (including VAT) for the areas detailed in this Section 6.

If a major emergency could result in serious damage or danger You should immediately report it to the gas, electricity or water company, the local authority or the emergency services. If You ever smell gas or discover a leak, You should call Transco on 0800 111 999.

1 Electrical Wiring

We will pay the cost of Emergency Assistance needed as the result of the permanent Electrical Supply in Your Home failing.

But not

any electrical wiring that is not permanent, such as fairy lights, or is outside of the Home, such as wiring to satellite dishes, aerials and so on.

2 Plumbing and Drainage

We will pay the cost of Emergency Assistance that is necessary as a result of an Emergency to:

- a) Internal Plumbing and Drainage; and
- b) Underground External Drainage.

But not

a) the costs of repairs to the underground water supply of Your Home,

- b) shared drainage facilities, except within the boundary of Your Home,
- c) more than Your share of costs, if the property is a flat or a maisonette,
- d) after Your Home has been Unoccupied for more than 60 days in a row.

3 Security

We will pay the costs of Emergency Assistance needed as a result of the locks in doors and windows on the outside of Your Home not working or being damaged.

But not

- a) replacement locks as a result of the theft or loss of keys to the Home,
- b) the repair or replacement of any intruder or alarm systems,
- c) damage to outside windows or glass in doors, unless it leaves the Home unsafe or insecure,
- d) Emergency Assistance after Your Home has been Unoccupied for more than 60 days in a row.

4 Heating

We will pay the cost of Emergency Assistance as a result of the Main Source of Heating in the Home failing.

But not

- a) the cost of repairing a boiler which is more than 10 years old,
- b) the cost of repairing a boiler with a maximum output of more than 60KW,
- c) gas leaks from any pipes or gas fired appliances,
- d) the cost of repairing a boiler or appliance that is, in Our opinion, Beyond Economic Repair,
- e) the cost of replacing the central heating boiler, storage or panel heater or appliance,
- f) the cold water supply tank, its feed and outlet,
- g) any water supply in the Home from the hot water cylinder or gas appliance, to and including the taps,
- h) repairing or replacing radiators, although We will pay the cost to isolate (close the connection to) leaking radiators,
- i) clearing airlocks or bleeding radiators,

- j) removing asbestos associated with repairing the appliance or system,
- k) Emergency Assistance after Your Home has been Unoccupied for more than 60 days in a row.

5 Pests

We will pay for the cost of treatment needed because of Pests in the Home that cause an Emergency.

But not

- a) after Your Home has been Unoccupied for more than 60 days in a row,
- b) if You have failed to follow Our recommendations on preventing and controlling Pests.

General Exceptions which apply to Home Emergency

We will not pay for the following:

1. Any loss or damage arising before the start of cover or during the first 14 days of cover;
2. The cost of providing Emergency Assistance to any Home that is in the Scilly Isles or the Scottish Islands;
3. The cost of any work which is carried out before We approve it or by anyone other than an Authorised Repairer;
4. Any items that need replacing as a result of normal use (such as replacement light bulbs and fuses in plugs);
5. Any loss or damage caused by Uninsurable Risks;
6. Any loss or damage deliberately caused by You or by anything You do not do;
7. Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, movement of the land Your Home is on (subsidence, heave or landslip), malicious damage, theft or attempted theft (except if the Emergency relates to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of faulty materials;
8. Further loss or damage of any kind resulting from an Emergency;
9. Any loss or damage arising outside the legal boundaries of the Home, except as provided under the definition of Underground External Drainage;
10. Any loss or damage arising from public services to Your Home being interrupted or disconnected, or from the main electricity, water or gas supply system not working properly or breaking down or gas leaks;
11. Any system or equipment which has not been installed, maintained or repaired in line with the manufacturer's instructions, or has not been used or altered properly, or which is faulty as a result of a manufacturer's or designer's fault;
12. Any loss or damage to any decoration, fixtures or fittings which are removed or replaced in the process of providing the Emergency Assistance;
13. Replacing the system or appliance if spare parts or components are not available after a reasonable search of stockists.

General Conditions which apply to Home Emergency

1. Asking for Emergency Assistance

You must contact Us immediately whenever an Emergency arises that may result in a Call Out.

To ask for Emergency Assistance You must call the Helpline on 0845 301 6247 within 24 hours of discovering the Emergency, and not contact a repairer Yourself.

2. Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and to keep the Home, its systems and appliances in a good state of repair.

3. Spare or replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

4. Pay on use

If an Emergency that is not included under Home Emergency cover arises, where possible, We can arrange for an Authorised Repairer to call at Your Home but You will have to pay all costs involved. The use of this service is not considered to be a Call Out.

Claims Conditions

1 Notification of a Claim

When You become aware of a Claim or potential Claim under this policy You must notify Us as soon as reasonably possible. To notify Us of a Claim please call 0870 024 1023.

2 Loss or damage Claims

For any loss or damage Claim You must:

- a) at Your expense provide Us with such information and evidence as We may request including written estimates and proof of ownership or value,
- b) notify the police immediately of any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion or if any property has been lost outside Your Home, and
- c) provide Us with access to or inspection of the damaged property.

You and any other person entitled to benefits under the policy must comply with all requests for co-operation.

At Our option, We may request invoices and/or receipts for the repair or replacement of lost, damaged or stolen items, before releasing payment in the settlement of any Claim.

3 Liability Claims

For any liability Claim You must:

- a) send Us any letter, Claim, writ or summons in connection with the Claim or potential Claim immediately it is received, and
- b) not admit, deny, negotiate or settle a Claim without Our written consent.

4 Abandonment

No property may be abandoned to Us.

5 Enforcing Your rights

We may at Our expense and in Your name take any steps necessary to enforce Your rights against any other person either before or after We pay a Claim.

6 Other insurances

If there is any other insurance covering the same loss, damage or liability We will only pay Our proportionate share.

7 Outstanding premiums

The amount of any Claim payable by Us will be reduced by the total of the unpaid premium for the full Period of Insurance.

Exclusions which apply to the whole policy

This policy does not cover:

1 Radioactive contamination

Any expense, consequential loss, legal liability or any loss of or damage to property directly or indirectly caused by or arising from or contributed to by:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Sonic bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

4 Existing damage

Any loss or damage occurring before cover commences.

5 Pollution or contamination

Any expense, loss, legal liability or any loss of or damage to property directly or indirectly caused by pollution or contamination, unless arising from leakage of oil from any fixed heating installation or from any domestic appliance in Your Home.

6 Failure of computers and electrical equipment

Damage or loss directly or indirectly due to:

- a) the failure of any computer or other electrical equipment or component to recognise correctly any date as its true calendar date, or
- b) computer viruses.

7 Deliberate acts

We will not pay for any deliberate damage caused by You or members of Your Family, or by any other person lawfully in Your Home.

8 Specific insurance

We will not pay for any Claims where a more specific insurance policy was in force at the time of the loss or Claim.

9 Uninsurable Risks

We will not pay for Uninsurable Risks.

10 Terrorism

Any expense, legal liability or any loss of or damage to property directly or indirectly caused by terrorism.

Terrorism is defined as the use of biological, chemical or nuclear force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious or ideological purposes, including the intention to influence any government or to put members of the public in fear.

Your consumer credit agreement

Your right to cancel Your Consumer Credit Agreement

If You have chosen to pay by instalments You may cancel the Consumer Credit Agreement within 14 days of receipt. If You would like to cancel the Consumer Credit Agreement, please call Us on 0870 024 1020 or write to Us at the address shown on Your documents. We will refund any premium You have paid, providing no claim has been made. If a claim has been made We will take any unpaid instalments from the amount We pay to settle Your claim.

If You do not cancel the Consumer Credit Agreement, You must continue to pay the instalments for Your Policy otherwise We will cancel Your cover and terminate the Consumer Credit Agreement.

Please note that if You cancel Your Consumer Credit Agreement within 14 days, You have the option to continue cover under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also be cancelled.

Your Consumer Credit Agreement

If You have a complaint relating to Your Consumer Credit Agreement You should refer to the 'How to Complain' section in Your policy booklet. You may terminate Your Consumer Credit Agreement at any time. However, if You wish cover to continue under the Policy then the outstanding balance must be settled in full.

We may terminate Your Consumer Credit Agreement if You fail to pay any instalment by the due date. For full details see your Consumer Credit Agreement.

UK Insurance Limited is the underwriter of Your Policy and provides credit to You in order that You may pay Your policy premiums in instalments.

It is possible that other taxes or costs not imposed by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.

Other Important Information about

Notes



Virgin Home Insurance is underwritten by UK Insurance Limited.

Registered Office:
The Wharf,
Neville Street,
Leeds, LS1 4AZ.

Registered in England no. 1179980.

UK Insurance Limited is authorised and regulated by the Financial Services Authority.

Calls may be recorded. For 0870 calls from a BT line there is a maximum charge of 7.9p per minute.

Virgin Money Personal Financial Service Ltd.

Registered Office:
Discovery House,
Whiting Road,
Norwich NR4 6EJ.

Registered in England no. 3072766.

Virgin Money Personal Financial Service Ltd. is authorised and regulated by the Financial Services Authority.

VIRMON/HPB/0909 2009061_3.09

