

It's easy to upgrade your cover -
talk to us today on 0845 602 3722

Your home insurance policy booklet

Your options include:

Home Emergency Cover:

Access to approved tradesmen 24 hours a day to make your home safe and secure in an emergency.

Legal Expenses Cover:

Covers you and any of your family for legal expenses, should the need arise.

Personal Belongings Cover:

Cover away from home for your personal belongings.

Accidental Damage Cover:

Protection for your home and contents against accidents.

Calls to 0845 numbers from a BT landline will cost a maximum of 5p per minute.
The price of calls from other telephone companies may vary.



Birmingham Midshires is a trading name of the HBOS plc group of companies of which St Andrew's Insurance plc is a member. St Andrew's Insurance plc. Registered in England No. 3104671.
Registered Office: St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA.



Welcome

A warm welcome and thank you for choosing Birmingham Midshires Home Insurance to protect your home and its contents. We aim to make home insurance as straightforward as possible.

Your policy booklet, policy schedule and policy summary document include everything you need to know about your home insurance cover and to make full use of the services and benefits of Birmingham Midshires Home Insurance.

If you need to make a claim, rest assured that you will receive a prompt, fair and efficient service. Should you need help in a hurry, all our helplines are listed below.

Important telephone numbers

Claims, amendments
or general information

0845 602 3722

Legal Expenses

0845 602 2785

Home Emergency

0845 603 6490

A free 24 hour service that provides help with domestic emergencies, for example, a burst pipe.

Key Recovery Service

0845 602 3722

Additional needs

We are committed to meeting the needs of all our customers. If you have a hearing or speech impairment you can use Tynetalk whenever you contact us, or contact us using Textphone on **0845 600 0775** (lines open 9am – 5pm, 7 days a week). For the visually impaired we can provide documents in large print, braille or on audio cassette. Please contact a member of staff.

Index

Words with special meaning	pages 4-7
Claims	pages 8-11
Locks and keys cover	page 12
Buildings cover	pages 12-15
Contents cover	pages 16-20
Matching of items cover	page 21
Personal belongings cover	page 21
Specified items cover	pages 22-23
Mobile phone cover	page 23
Credit card cover	page 23
Home emergency cover	pages 24-25
Legal expenses cover	pages 25-30
General exclusions	pages 30-31
Your policy	pages 32-35
Complaints	page 36
Helpful advice	page 37

Words with special meaning

Certain words have a special meaning. These words appear in bold in the policy conditions. We explain these special meanings below.

Accidental damage	Damage caused by a single external event which is sudden and unexpected and which is neither inevitable nor deliberate.
British Isles	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Buildings	Your home and its fixtures and fittings, patios, terraces, footpaths, swimming pools, ornamental ponds, solar panels, wind turbines, tennis courts, drives, walls, fences, hedges and gates, which are at the address named in your policy schedule. It does not include the contents of the buildings or the services extending to or from your buildings .
Contents	Household goods, high risk items , money and personal belongings owned by you or any of your family or for which you or they are legally responsible. Contents includes: <ul style="list-style-type: none"> • garden machinery and electric or motorised wheelchairs. Contents does not include any of the following: <ul style="list-style-type: none"> • motorised vehicles or motor cycles (including motability scooters, children's motorised vehicles or motor cycles), parts or accessories for any of them; or • go-karts, trailers, trailer tents, caravans, aircraft of any type, boats or water craft of any type, parts or accessories for any of them; or • obsolete analogue aerials following the digital switchover; or • swimming pool covers; or • credit cards; or • mobile phones; or • animals; or • windsurfers or surfboards; or • any items more specifically insured by another policy; or • anything used for any trade, professional or business purposes (any items purchased as part of a trade, profession or business and detailed in the accounts of such trade, profession or business will be treated as being used for trade, professional or business purposes, irrespective of any domestic use they may have); or • non recoverable electronic data downloaded by you or any of your family; or • any other items with a value higher than the limit specified in your policy summary document or any pedal cycles including accessories, which must be named in your policy schedule and for which you must purchase specified items cover to cover them under your policy.
Credit card	Any credit, debit, charge, cheque, bankers or cash dispenser card, issued in the British Isles , for which you or any of your family is the cardholder.
Domestic employees	People employed by you or any of your family to work within the boundaries of your home doing domestic duties, who are legally resident in the British Isles and for whom you pay employee's national insurance contributions.

Essential services	Mains drainage to the boundary of your home , water, electricity and gas within your home and the main source of heating, where no alternative exists and the service is immediately necessary to prevent a home emergency .
Excess	The first part of any claim which you have to pay. We show the excess amounts in your policy schedule.
Extended contract	A policy for which the insurance period extends beyond 12 months. Cover dates are shown on your policy schedule.
High risk items	Computers, televisions, video and audio equipment, photographic equipment, DVDs, CDs, jewellery and items made from precious metals, watches, clocks, furs, works of art , sets or collectables/collections including but not limited to stamp, medal and coin collections, telescopes, microscopes and musical instruments.
Home	The private dwelling at the address named in your policy schedule together with its garages and outbuildings detailed in the deeds of the property (all used for domestic purposes).
Home emergency	The result of a sudden and unforeseen incident at your home which immediately: <ul style="list-style-type: none"> • exposes you or a third party to a risk to your/their health; or • creates a risk of loss of or damage to your home and/or any of your contents; or • renders your home uninhabitable. Includes damage to or breakdown of the essential services to your home and/or permanent and irreplaceable loss of all keys required to gain access to your home , but not garages or outbuildings.
Insurance period	The period during which you have insurance cover. This is shown in your policy schedule.
Money	Current bank notes and coins, cheques, banker's drafts, electronic cash pre-payment cards, postal and money orders, trading stamps, stamps which are not part of a stamp collection, premium bonds, saving certificates, travellers cheques, travel tickets, luncheon vouchers, gift tokens, phone cards, parking vouchers, travel vouchers and season tickets.
Pair, set or suite	<ul style="list-style-type: none"> • Contents in your home, floor tiles and solid wood floors; and • internal wall coverings and sanitary ware in the same room; which form part of a set of common design or uniform matching nature, design or colour.

Personal belongings	<p>Personal items and high risk items normally worn or carried in everyday life owned by you or any of your family, or for which you or they are legally responsible, including money, portable satellite navigation systems, sports equipment, and electric or motorised wheelchairs.</p> <p>Personal belongings does not include any of the following:</p> <ul style="list-style-type: none"> • motorised vehicles or motor cycles (including motability scooters, children's motorised vehicles or motor cycles), parts or accessories for any of them; or • go-karts, trailers, trailer tents, caravans, aircraft of any type, boats, jet skis or water craft of any type, parts or accessories for any of them; or • spoiled frozen food; or • credit cards; or • mobile phones; or • animals; or • household goods or domestic equipment; or • china, glass, pottery, any similar items which are fragile; or • contact lenses; or • garden machinery; or • camping equipment; or • windsurfers or surfboards; or • non portable satellite receiving equipment; or • anything used for any trade, professional or business purposes (any items purchased as part of a trade, profession or business and detailed in the accounts of such trade, profession or business will be treated as being used for trade, professional or business purposes, irrespective of any domestic use they may have); or • any items more specifically insured by another policy; or • any other items with a value higher than the limit specified in your policy summary document or any pedal cycles including accessories, which must be named in your policy schedule and for which you must purchase specified items cover to cover them under your policy.
Rebuilding cost	<p>The cost of rebuilding your buildings in the same form, size, style and condition as when new including:</p> <ul style="list-style-type: none"> • the cost of complying with local authority and other statutory requirements; • architect's, surveyor's and legal fees; and • clearing debris, demolition and making the buildings safe. <p>We may require that the repair is made using a suitable modern equivalent material, wherever this is possible.</p>
Sanitary ware	Wash basins and pedestals, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
Specified items	Items with a value higher than the limit specified in your policy summary document or any pedal cycles including accessories, which are named specifically in your policy schedule.

Storm	Winds of at least 55mph and/or 25mm of rainfall in any 24 hour period.
Unoccupied	When your home has not been lived in by you or any of your family for more than 30 days in a row.
Vermin	Animals or insects that are destructive in their natural behaviour or considered pests or nuisances, including but not limited to rodents, weasels, squirrels, flies and cockroaches.
We/us/our	<p>For all cover under your policy except home emergency cover and legal expenses cover; this is St Andrew's Insurance plc.</p> <p>For home emergency cover; this is Inter Partner Assistance S.A.</p> <p>For legal expenses cover; this is DAS Legal Expenses Insurance Company Limited.</p>
Works of art	Items from one of the fine arts including but not limited to pictures, paintings, sculptures, bronzes, ornaments, jewellery, limited editions, fine art collectables.
You/your	The person or people named as the policyholder or policyholders on your policy schedule.
Your family	Your spouse, your civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not of the same sex) with whom you are permanently cohabiting in a marriage-like relationship, children (including adopted and foster children), relatives and domestic employees , who normally live with you .

Claims

Making a claim

When making a claim, **we** ask **you** to follow these steps:

Check **this** policy booklet, **your** policy schedule and **your** latest policy summary document to see whether **you** are covered for the event which has happened.

When deciding whether to make a claim, please note that the claim may affect **your** no claims discount at **your** next renewal. **You** may want to think about whether it is worth making a claim after **we** have deducted the **excess** from the amount claimed.

If **you** think that **you** are covered under **your** policy, ring one of the following claim numbers:

To report a **home emergency** claim and receive emergency assistance, ring the 24 hour emergency helpline **0845 603 6490**.

To report a legal expenses claim, ring the legal helpline on **0845 602 2785**.

To report any other type of claim, ring **0845 602 3722**.

When **you** ring one of the claim numbers, **you** should have the following information available:

- **Your** name and home postcode
- **Your** policy number (this can be found on **your** policy schedule)
- An indication as to the nature of the claim

The claim handler will register the claim from the details **you** provide and tell **you** what to do next.

If asked, **you** must provide an explanation of the cause of the loss or damage, proof of ownership and value for any item and any written estimates and quotations that **you** have received. Examples of proof of ownership are original receipt, operating manual, remote control or valuation.

DO NOT admit fault if **you** are accused of causing injury or damage. Send all documents unanswered and without delay to Birmingham Midshires Home Insurance, PO Box 318, Leeds, LS1 9FQ unless **we** tell **you** otherwise.

If **you** are a victim of theft, attempted theft, malicious damage, arson or riot, or something is lost or damaged away from **your home**, tell the police immediately and ask for a crime number.

- ▶ If **you** discover that a **credit card** or mobile phone is missing, **you** must tell the credit card company or airtime supplier (as appropriate) immediately.
- ▶ **You** cannot leave the responsibility for any property to **us**.
- ▶ If **we** need to get into **your buildings**, **you** must help **us** to do so.
- ▶ **You** must not dispose of any damaged items because this could affect **your** claim.
- ▶ **You** must not settle, reject or negotiate any claim without **our** written permission.
- ▶ **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.
- ▶ If there is any other insurance covering the same loss or damage, **we** will only pay **our** share of any claim.

Settling claims

This section details how **we** settle claims under **your** policy.

We will only pay for loss or damage caused by the insured events listed under '**we** will cover **you** for' within this policy booklet.

The most **we** will pay for any one event or series of events is the amount shown in **your** policy schedule or policy summary document. For example, the most that **we** will pay for a claim for loss of or damage to **high risk items** is the limit specified in **your** policy schedule and **your** latest policy summary document no matter how much they are worth.

We will deduct all relevant **excesses** from the figure agreed between **you** and **us** to settle **your** claim.

We will apply the relevant **excess** to each separate event even if **we** deal with more than one event under a claim.

We will apply all relevant **excesses** to a claim that is made under two or more different types of cover for loss or damage even if it results from the same cause at the same time.

For example, if a thief gained access to **your buildings** by breaking down **your** door and stole **your** television set, and **you** had **buildings** cover and **contents** cover, **your** total claim for damage to **your** door and loss of **your** television set would be reduced by the **excess** for **your buildings** cover and the **excess** for **your contents** cover:

In settling **your** claim, **we** will not pay for the cost of replacing or changing undamaged parts which belong to a **pair, set or suite** when insured damage happens to another part or area of a **pair, set or suite** and replacements cannot be matched and repair cannot be carried out satisfactorily unless **you** have matching of items cover:

If there is any disagreement about a claim, please see the complaints procedure.

Buildings cover

When **we** settle a claim under **buildings** cover, **we** will NOT:

- pay for the cost of complying with building regulations, local authority or other statutory requirements, if a notice of the need to comply with any of them was served on **you** before the damage happened or if the notice relates to undamaged parts of **your buildings**; or
- pay any loss of value resulting from replacement or repair of damage to **your buildings**.

Repair will be made using a suitable modern equivalent material, wherever possible.

If the repair or replacement cannot be economically carried out **we** will pay the decrease in market value of **your buildings** due to the damage. **We** will not pay for more than it would have cost to repair the damage to **your buildings** if the repair work had been done without delay, subject to the consent of the mortgage lender where there is a mortgage on the **home**.

Where **you** have a mortgage on **your buildings**, **your** mortgage lender may have the right to take over **your** claim and to ask **us** to pay any claim monies directly to them rather than **you**. If **we** are satisfied that the lender has the right to ask **us** to do this, **we** will negotiate with the lender and pay the claim amount to the lender.

Contents cover; personal belongings cover and specified items cover

When **we** settle a claim under **contents cover**; **personal belongings cover** or **specified items cover**:

- if **you** have specified the value of an item and this is shown on **your** policy schedule, the most that **we** will pay for a claim for that item is that specified value. If any item cannot be replaced, payment will be based on an agreed specialist's opinion of the present value of the item, up to the limit shown on **your** policy schedule, or as amended by any endorsement.
- if any item has been damaged and can be repaired economically, **we** will pay the cost of the repair.
- if any item has been damaged and cannot be repaired economically, **we** will at **our** option either replace it with a new item through **our** network of suppliers or pay the cost at which **we** can replace the item (less an amount for wear and tear for clothing and household linen).
- if any item other than clothing or household linen has been stolen or damaged beyond repair and is not replaced, **we** will, at **our** option, pay the value of the item at the time it was stolen or damaged. The value will represent the amount **you** would have received by selling the item immediately before the theft or damage occurred.
- if asked, **you** must provide proof of ownership and value for any item and any written estimates and quotations that **you** have received. Examples of proof of ownership are original receipt, operating manual, remote control or valuation.

If **you** want to upgrade the quality of an item for which **you** are making a claim, **our** suppliers will try to accommodate this. The additional cost will be **your** responsibility but **you** will benefit from any discounts arranged by **us**.

Please note that, if **you** are underinsured, any claim under **contents cover** may be reduced. This is explained within 'underinsurance'.

We will only pay a claim for loss of or damage to **personal belongings** or **specified items** whilst in the custody of an airline or other carrier if **you** report it immediately on discovery to the carrier and provide **us** with their written report (for an airline, **you** will need to provide **us** with a Property Irregularity Report (PIR)).

Matching of items cover

We will pay for the cost of repairing or replacing undamaged parts which belong to a **pair, set or suite** when insured damage happens to another part or area of that **pair, set or suite**.

You must prove that replacements cannot be matched and that repairs cannot be carried out.

On settlement of **your** claim, if **we** ask, **you** must give **us** any undamaged parts which belong to a **pair, set or suite** for salvage.

Mobile phones cover

If any mobile phone has been damaged and it can be repaired economically, **we** will pay the cost of the repair. If an item cannot be economically repaired or has been lost or stolen, **we** will replace it with a phone which has similar functions and **we** will arrange for **you** to get a line rental from **your** original supplier.

Credit card cover

If **you** or **your family** have suffered a loss following any unauthorised use of any of **your** or **your family's credit cards** then **we** will pay for such loss but **you** must prove that the losses incurred are unrecoverable from anywhere else.

Home emergency cover

If **you** have a **home emergency**, **you** claim under **home emergency cover** and **you** have **buildings insurance**, **we** can ask **your buildings insurer** to pay back to **us** any money **we** have paid. This does not include any **excess** that may apply to the **buildings insurance**.

Legal expenses cover

We will:

- support **you** by negotiating for **your** legal rights resulting from any of the events **we** cover under legal expenses cover; and
- help **you** in making or defending an appeal (for all the events **we** cover); and
- pay **your** wages or salary for jury service, after the first 5 days, if **you** cannot recover these wages from anywhere else; and
- pay the **costs and expenses**.

Underinsurance

The **contents cover** premium is based on the sum insured **you** have chosen. This should be adequate to cover the full cost of repair or replacement. If the true value of the **contents** (less a deduction for wear and tear to clothing) is higher than **your** sum insured, this is known as "underinsurance". If **you** claim and are underinsured, **we** will only pay a proportion of **your** claim. This is because **you** have paid an insufficient premium. For example, if the sum insured **you** have chosen is only equal to 70% of the true value of the **contents**, **we** will only pay 70% of **your** claim.

Index linking

Index linking will apply to **contents cover** only.

We will increase the sum insured **you** have chosen using the Consumer Price Index or a similar index, to help protect **you** from the effects of inflation. When **you** renew **your** policy, if the index has risen, **your** sum insured shown on **your** policy schedule will have been changed to include the rise. For **your** protection, **we** will not reduce **your** sum insured if the index has moved down.

Please note, the policy inner limits under **contents cover**; such as freezer food or short term accommodation, shown on your policy summary document will not be raised by index linking.

Whatever sum insured **you** choose, **you** should check the sum insured from time to time to ensure that it remains adequate, particularly when **you** make new purchases or acquisitions.

Work guarantee

We guarantee all claims related work done by **our** approved contractors for 12 months from the date of completion.

Locks and keys cover

You must pay all relevant **excesses** for any claim made under locks and keys cover.
The general exclusions apply to any claim made under locks and keys cover.

We will cover you for:

The reasonable cost of:

- replacing the keys;
- changing parts of the locks; and
- replacing the locks;

of **your home** if **you** lose the keys to **your home** or if the locks of outside doors, safes or alarms to **your home** suffer **accidental damage**.

We will not cover you for:

Loss or damage caused while **your home** is **unoccupied**.

Damage caused by weather.

Replacing locks when only the parts need changing.

Buildings cover

Your policy schedule will show whether **your buildings** are covered under **buildings** cover.

You must pay all relevant **excesses** for any claim made under **buildings** cover.

The general exclusions apply to any claim made under **buildings** cover.

We will cover your buildings for sudden and unexpected loss or damage caused during the **insurance period** by:

- 1a Fire, explosion, lightning or earthquake.
- 1b Smoke.

2 **Storm.**

3 Flood.

4a Water freezing in any fixed water or heating systems.

We will not cover your buildings for:

Loss or damage caused by cigarette/cigar burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. If **you** have chosen to include cover for **accidental damage**, this may be covered under paragraph 17 of **buildings** cover.

Loss or damage caused by frost.
Loss or damage to fences, gates and hedges.
Loss or damage caused directly or indirectly by wind turbines.
Loss or damage caused by the failure of a flat felt roof which is more than 10 years old.

Loss or damage caused by a gradual rise in the water table.

Loss or damage caused while **your buildings** are **unoccupied**.
The costs of replacing any part of any fixed water or heating systems not damaged by freezing water.

4b Water escaping from any domestic appliance and fixed water installations.

5 Oil escaping from a fixed heating system.

6 Riot or civil commotion.

7 Malicious damage.

8 Theft or attempted theft.

9 Falling trees or branches, lamp posts, telegraph poles or pylons.
We will also cover the reasonable costs of removing the fallen part of any tree, branch, lamp post or pylon which caused damage to **your buildings**.

10 Subsidence or heave of the land on which **your buildings** stand or landslip.

11 Falling radio and television-receiving aerials (including satellite dishes), their fittings and masts.

12 Any part of **your buildings** being hit by a vehicle, train or aircraft, or anything dropped from any of them, or an animal.

13 Forced access to **your buildings** by any of the emergency services to deal with a medical emergency or to prevent damage to **your buildings**.

Loss or damage caused while **your buildings** are **unoccupied**.

Loss or damage where the escape of water was caused by subsidence or heave of the land on which **your buildings** stand or by landslip. This may be covered under paragraph 10 of **buildings** cover.

The cost of removing or replacing any part of **your buildings** to find and repair the source of the escape of water.

Loss or damage caused while **your buildings** are **unoccupied**.

Loss or damage caused while **your buildings** are **unoccupied**.

Theft or attempted theft by deception, unless the deception was used only as a means of entering **your buildings**.

Loss or damage caused while **your buildings** are **unoccupied**.

The costs of removing any tree, branch, lamp post or pylon which has not caused damage to **your buildings**.

Loss or damage caused by solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Loss or damage to garages, outbuildings, patios, terraces, footpaths, swimming pools, ornamental ponds, solar panels, wind turbines, tennis courts, drives, walls, fences, hedges or gates unless **your home** is damaged by the same cause and at the same time.

Loss or damage caused by domestic pets.

We will cover you for:

14 The reasonable costs for which **you** are legally responsible of repairing **accidental damage** caused during the **insurance period** to underground drains, pipes, cables, tanks or drain inspection covers which are used to provide services to or from **your home**.

15 The reasonable costs of short term accommodation for **you** and **your family** only for as long as **your home** cannot be lived in because of one or more of the insured events listed in paragraphs 1 to 14 of **buildings** cover.

If you are both the owner and the occupier of your buildings please note:

Accidents which happen in buildings or on land are more commonly the legal responsibility of the occupier of the buildings or land rather than the owner. Cover against any breach of the legal responsibility that **you** may have as the occupier of the **buildings** is not provided by this **buildings** cover. In order to protect yourself, **you** should ensure that **you** also have **contents** insurance which includes cover for **your** legal responsibilities as the occupier.

We will cover you for:

16a **Your** legal responsibility as owner (but not as occupier) of **your buildings** for damages and costs for:

- accidental death, disease, illness or physical injury to anyone other than **you** or a member of **your family**;
- **accidental damage** to physical property other than **your** property or that of a member of **your family**;

which occur during the **insurance period**.

Any associated defence costs and expenses incurred with **our** written consent.

We will not cover you for:

The cost of clearing a blockage which has not resulted from physical damage to any drains, pipes, cables or tanks.

The costs for which **you** are legally responsible of repairing **accidental damage** caused by:

- subsidence or heave of the land on which **your buildings** stand or by landslip. This may be covered under paragraph 10 of **buildings** cover; or
- the settlement of the ground.

Any costs **you** and **your family** has to pay once **your home** can be lived in again.

The costs that **you** and **your family** would have paid while **you** and they were living in **your home**, such as ground rent, the cost of food and drink, fuel bills or council tax.

The costs of housing **your** or **your family's** pets.

If **you** cannot claim under paragraphs 1 to 14 of **buildings** cover, **you** cannot claim under this paragraph.

We will not cover you for:

Any liability resulting from **your** or any of **your family's** employment, trade, business or profession.

Any liability as an employer to anyone employed by **you** or any of **your family** in any trade, profession or business.

Any liability resulting from **you** or any of **your family** owning or using:

- lifts (other than stair lifts), motorised or mechanically propelled or assisted vehicles including go-karts, jet skis, Go peds, scooters, children's vehicles whether licensed for public road use or not (other than garden machinery and motorised or electric wheelchairs), pedal cycles or wind turbines; or
- trailers, trailer tents, caravans, aircraft of any type or boats or water craft of any type (other than rowing boats).

Any liability resulting from any animal (except domestic cats and dogs).

16b **Your** legal responsibility as owner (but not as occupier) of a private dwelling previously owned by **you** and insured by **us** for damages and costs for:

- accidental death, disease, illness or physical injury to anyone other than **you** or a member of **your family**;
- **accidental damage** to physical property other than **your** property or that of a member of **your family**;

which arises under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

Any associated defence costs and expenses incurred with **our** written consent.

Any liability for accidental death, disease, illness or physical injury to anyone caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991, which is owned by **you** or any of **your family** or for which **you** or they are legally responsible.

Any liability under an agreement, unless **you** or **your family** would have been liable anyway.

Any damages, legal or other costs awarded by any court, tribunal or other body with no jurisdiction in the United Kingdom.

The exclusions from cover listed under paragraph 16a of **buildings** cover:

Any liability for a private dwelling previously owned and occupied by **you** in which **you** still hold legal title or have an interest.

Any liability for an incident which happens more than 7 years after the last day the private dwelling previously owned by **you** was insured by **us**.

If **you** die, cover under paragraphs 16a and 16b of **buildings** cover is transferred to **your** legal personal representative(s) as long as they follow the terms and conditions of the policy

If **you** have chosen to include **accidental damage** cover in return for the payment of an extra premium and this is shown on **your** policy schedule, **we** will cover **you** for:

17 **Accidental damage** caused during the **insurance period** to **your buildings** including **accidental damage** to any glass, **sanitary ware**, ceramic hobs or solar panels which are fixed to and form part of **your home**.

We will not cover you for:

Loss or damage caused while **your buildings** are **unoccupied**.

Loss or damage caused by one of the insured events listed in paragraphs 1 to 14 of **buildings** cover. This may be covered under one of those paragraphs.

Loss or damage which occurs while any part of **your buildings** is let or lent to anyone who is not a member of **your family**.

Loss or damage caused by water entering **your buildings** regardless of how that happened.

Loss or damage caused by domestic pets.

Contents cover

Your policy schedule will show whether **your contents** are covered under **contents** cover. You must pay all relevant **excesses** for any claim made under **contents** cover. The general exclusions apply to any claim made under **contents** cover.

We will cover **contents** in **your home** for sudden and unexpected loss or damage caused during the **insurance period** by:

- 1 Fire, explosion, lightning or earthquake.
- 2 Smoke.
- 3 **Storm.**
- 4 Flood.
- 5 Water escaping from any domestic appliance and fixed water installations.
- 6 Oil escaping from a fixed heating system.
- 7 Riot or civil commotion.
- 8 Malicious damage.
- 9 Theft or attempted theft.

We will not cover **contents** for:

Loss or damage caused by cigarette/cigar burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. If you have chosen to include cover for **accidental damage**, this may be covered under paragraph 20 of **contents** cover.

Loss or damage caused by the failure of a flat felt roof which is more than 10 years old.

Loss or damage caused by a gradual rise in the water table.

Loss or damage caused while **your home** is **unoccupied**.

Loss or damage where the escape of water was caused by subsidence or heave of the land on which **your home** stands or by landslip. This may be covered under paragraph 10 of **contents** cover.

Loss or damage caused while **your home** is **unoccupied**.

Loss or damage caused while **your home** is **unoccupied**.

If **your home** or any part of it is let or lent, or if anyone other than **you** or a member of **your family** is staying in **your home**, theft or attempted theft unless force and violence is used to get into or out of **your home**.

Theft or attempted theft by deception, unless the deception was used only as a means of entering **your home**.

Loss or damage caused while **your home** is **unoccupied**.

10 Subsidence or heave of the land on which **your home** stands or landslip.

11 Falling trees or branches, lamp posts, telegraph poles or pylons, radio and television-receiving aerials (including satellite dishes), their fittings and masts.

12 Any part of **your home** being hit by a vehicle, train or aircraft, or anything dropped from any of them, or an animal.

We will also cover **you** for sudden and unexpected loss or damage caused during the **insurance period** to:

13 **Contents** outside **your home** on land which is within the boundaries of **your buildings** caused by any of the insured events listed in paragraphs 1 to 12 of **contents** cover.

We will cover **you** for:

14 Accidental loss or **accidental damage** to **contents** when **you** move **home**:

- while a professional removal firm is moving them from **your home** to another permanent **home** in the **British Isles**; and
- while they are being held in temporary storage by the removal firm for up to 72 hours.

15 The reasonable costs of short term accommodation for **you** and **your family** and the reasonable costs of temporary storage of **contents** only for as long as **your home** cannot be lived in because of one or more of the insured events listed in paragraphs 1 to 12 of **contents**.

Loss or damage caused by solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

The costs of removing any tree, branch, lamp post or pylon.

Loss or damage caused by domestic pets.

We will not cover **contents** for:

Loss or damage caused while **your home** is **unoccupied**.

Loss of **money**.

The exclusions from cover listed in paragraphs 1 to 12 of **contents** cover also apply to the cover under this paragraph.

We will not cover **you** for:

Damage to china, glass, pottery or any similar items which are fragile unless they have been packed by professional packers.

Loss of or damage to **contents** while they are being moved to or from university halls of residence or rented student accommodation, belonging to **you** or a member of **your family** in full time further education.

Loss or damage not reported within 7 days of **you** moving into **your new home**.

Any costs **you** or **your family** has to pay once **your home** can be lived in again.

The costs that **you** and **your family** would have paid while **you** and they were living in **your home**, such as ground rent, the cost of food and drink, fuel bills or council tax.

The costs of housing **you** or **your family's** pets.

If **you** cannot claim under paragraphs 1 to 12 of **contents** cover; **you** cannot claim under this paragraph.

16 The loss of metered water, oil or liquid petroleum gas caused by any of the insured events listed in paragraphs 1 to 12 of **contents** cover (and paragraph 20 of **contents** cover if **you** have **contents accidental damage** under **your** policy).

As well as covering the **contents** of **your home**, **we** also provide cover for **your** breach of certain legal responsibilities **you** may have. Accidents which happen in buildings or on land are more commonly the occupier's legal responsibility rather than the owner's.

We will cover **you** for:

17a **Your** or **your family's** legal responsibility for damages and costs for:

- accidental death, disease, illness or physical injury to anyone other than **you** or a member of **your family**;
- **accidental damage** to physical property other than **your** property or that of a member of **your family**;

which occurs during the **insurance period** and for which **you** or they are legally responsible:

- as occupier (but not as owner) of **your home**; or
- in **your** or their personal life.

Any associated defence costs and expenses incurred with **our** written consent.

The exclusions from cover listed in paragraphs 1 to 12 of **contents** cover (and paragraph 20 of **contents** cover if **you** have **contents accidental damage** under **your** policy).

We will not cover **you** for:

Any liability resulting directly or indirectly from **you** or any of **your family** being treated for or passing on any disease or virus.

Any liability resulting from **you** or any of **your family's** employment, trade or business profession.

Any liability as an employer to anyone employed by **you** or any of **your family** in any trade, profession or business.

Any liability resulting from **you** or any of **your family** owning or using:

- lifts (other than stair lifts) motorised or mechanically propelled or assisted vehicles including go-karts, jet skis, Go-peds, scooters, children's vehicles whether licensed for public road use or not (other than garden machinery and motorised or electric wheelchairs) or wind turbines; or
- trailers, trailer tents, caravans, aircraft of any type or boats or water craft of any type (other than rowing boats).

Any liability resulting from any animal (except domestic cats and dogs).

Any liability for accidental death, disease, illness or physical injury to anyone caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991, which is owned by **you** or any of **your family** or for which **you** or they are legally responsible.

Any liability for accidental death, disease, illness or physical injury to anyone resulting from **your** or any of **your family's** participation in any sporting activity.

Any liability under an agreement, unless **you** or **your family** would have been liable anyway.

Any liability covered by any other policy.

Any damages, legal or other costs awarded by any court, tribunal or other body with no jurisdiction in the United Kingdom.

17b **Your** or **your family's** legal responsibility for damages and costs for:

- accidental death, disease, illness or physical injury to anyone other than **you** or a member of **your family**;
- **accidental damage** to physical property other than **your** property or that of a member of **your family**;

which occurs during the **insurance period** and for which **you** or they are legally responsible as an employer to any of **your domestic employees**.

A **domestic employee** is not regarded as a member of **your family** for the purposes of the cover provided under this paragraph 17b.

Any associated defence costs and expenses incurred with **our** written consent.

18 If **you** have told **us** that **you** are legally responsible as a tenant for loss or damage to **your home**, **your** legal responsibility for any loss or damage caused by any of the insured events listed in paragraphs 1 to 14 of **buildings** cover (and paragraph 17 of **buildings** cover if **you** have **contents accidental damage** under **your** policy).

Any liability resulting directly or indirectly from **you** or any of **your family** being treated for or passing on any disease or virus.

Any liability resulting from **you** or any of **your family's** employment, trade or business profession.

Any liability as an employer to anyone employed by **you** or any of **your family** in any trade, profession or business (other than as an employer of a **domestic employee**).

Any liability resulting from **you** or any of **your family** owning or using:

- lifts (other than stair lifts) motorised or mechanically propelled or assisted vehicles including go-karts, jet skis, Go-peds, scooters, children's vehicles whether licensed for public road use or not (other than garden machinery and motorised or electric wheelchairs) or wind turbines; or
- trailers, trailer tents, caravans, aircraft of any type or boats or water craft of any type (other than rowing boats).

Any liability resulting from any animal (except domestic cats and dogs).

Any liability for accidental death, disease, illness or physical injury to anyone caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991, which is owned by **you** or any of **your family** or for which **you** or they are legally responsible.

Any liability under an agreement, unless **you** or **your family** would have been liable anyway.

Any liability covered by any other policy.

Any damages, legal or other costs awarded by any court, tribunal or other body with no jurisdiction in the United Kingdom.

The exclusions from cover listed in paragraphs 1 to 14 of **buildings** cover (and paragraph 17 of **buildings** cover if **you** have **contents accidental damage** under **your** policy).

19 Loss of or damage to the food in the freezer(s) in **your home** caused by:

- a rise or fall in temperature in the freezer(s); or
- contamination by refrigerant or refrigerant fumes escaping.

If **you** have chosen to include **accidental damage** cover in return for the payment of an extra premium and this is shown on **your** policy schedule, **we** will cover **you** for:

20 **Accidental damage** caused during the **insurance period** to **contents** in **your home**.

Loss or damage caused by a deliberate cutting off or reduction in **your** power supply.
 Loss or damage caused while **your home** is **unoccupied**.

We will not cover you for:

Loss or damage caused while **your home** is **unoccupied**.
 Loss or damage caused by one of the insured events listed in paragraphs 1 to 12 of **contents** cover. This may be covered under one of those paragraphs.
 Loss or damage which occurs while any part of **your home** is let or lent to anyone who is not a member of **your family**.
 Loss or damage caused by water entering **your home** regardless of how that happened.
 Loss of or damage to clothing or contact lenses.
 Loss or damage caused by domestic pets.
 Loss of or damage to frozen food.
 Loss or damage caused to electronic storage media, such as discs, records, diskettes or tapes.
 The costs of replacing computer records and business books except for their value as stationery.

Matching of items cover

Your policy schedule will show whether **you** are covered under matching of items cover for either **buildings, contents** or both.

The general exclusions apply to any claim made under matching of items cover:

We will cover you for:

The reasonable cost of replacing any undamaged parts which belong to a **pair, set or suite** but only if:

- damage insured under **your** policy occurs to another part or area of that **pair, set or suite**; and
- replacements cannot be matched or repair cannot be carried out satisfactorily.

We will not cover you for:

The exclusions from cover listed in **buildings** cover and **contents** cover:

Personal belongings cover

Your policy schedule will show whether **you** are covered under **personal belongings** cover.

You must pay all relevant **excesses** for any claim made under **personal belongings** cover.

The general exclusions apply to any claim made under **personal belongings** cover:

We will cover you for sudden and unexpected loss or damage caused during the **insurance period** to:

Your or your family's personal belongings when they are outside the boundaries of **your home**.
 This will only include **your or your family's high risk items, money**, sporting equipment or musical instruments when they are outside of the **British Isles** if they are at all times attended by **you or your family**, or left in hotel security, a safety deposit box, safe or similar locked fixed receptacle.

We will not cover you for:

Loss of or damage to **your or your family's personal belongings** outside of the **British Isles** for more than 60 days in any continuous period of 12 months.
 Loss or damage caused by theft or attempted theft by deception.
 Loss of or damage to **personal belongings** with or from a motor vehicle unless:

- the vehicle has someone aged 16 or over in at the time; or
- force and violence was used to get into the vehicle, all windows, doors and sunroofs were closed and locked (and the keys removed), the vehicle was damaged and the item was hidden from view in a locked boot, luggage or glove compartment.

 Loss of or damage to **contents** in university halls of residence or rented student accommodation, belonging to **you** or a member of **your family** in full time further education.
 Loss of or damage to sporting equipment or musical instruments whilst they are in use.

Specified items cover

Your policy schedule will show whether **you** are covered under **specified items** cover.

You must pay all relevant **excesses** for any claim made under **specified items** cover.

The general exclusions apply to any claim made under **specified items** cover.

We will cover **you** for sudden and unexpected loss or damage caused during the **insurance period** to:

Specified items inside or outside of **your home** by any of the insured events listed in paragraphs 1 to 14 of **contents** cover (and paragraph 20 of **contents** cover if **you** have **contents accidental damage** under **your** policy).

This will only include **your** or **your family's specified items** when they are outside of the **British Isles** if they are at all times attended by **you** or **your family**, or left in hotel security, a safety deposit box, safe or similar locked fixed receptacle.

We will not cover **you** for:

The exclusions from cover listed in paragraphs 1 to 14 of **contents** cover (and paragraph 20 of **contents** cover if **you** have **contents accidental damage** under **your** policy).

Loss of or damage to any **specified item** if **you** cannot produce at the time of a claim the original purchase receipt or a valuation which predates the date of the loss or damage.

Any **specified item** more specifically insured by another policy.

Loss or damage caused by water entering **your home** regardless of how this happened.

Loss or damage caused by theft or attempted theft by deception.

Loss of or damage to **specified items** with or from a motor vehicle unless:

- the vehicle has someone aged 16 or over in at the time; or
- force and violence was used to get into the vehicle, all windows, doors and sunroofs were closed and locked (and the keys removed), the vehicle was damaged and the item was hidden from view in a locked boot, luggage or glove compartment.

Loss of or damage to **your** or **your family's specified items** outside of the **British Isles** for more than 60 days in any continuous period of 12 months.

Loss of or damage to a pedal cycle or accessories while that pedal cycle is being used for racing, pacemaking or trials.

Loss of a pedal cycle left unattended in a public place unless the pedal cycle is locked to a fixed structure.

Loss of or damage to any cycle which is motorised.

For stamp or coin collections:

- more than 60% of the catalogue value for the loss of or damage to a collection, based on Stanley Gibbons (for stamps) and Seaby (for coins); or
- more than 5% of the value specified for a collection for the loss of or damage to any single stamp or coin.

Loss of or damage to stamp or coin collections outside the **British Isles**.

Any item which is not named in **your** policy schedule as a **specified item**.

Mobile phone cover

Your policy schedule will show whether **you** are covered under mobile phone cover.

You must pay all relevant **excesses** for any claim made under mobile phone cover.

The general exclusions apply to any claim made under mobile phone cover.

We will cover **you** for sudden and unexpected loss or damage caused during the **insurance period** to:

Your or **your family's** mobile phones.

If one of **your** or **your family's** mobile phones is stolen, the cost of calls made on the mobile phone between the time that it is stolen and the time that the theft is reported to the airtime supplier:

The cost of informing people of **your** new number.

We will not cover **you** for:

Damage caused by any liquid.

Any mobile phone owned or purchased by **your** employer or the employer of one of **your family**.

Credit card cover

Your policy schedule will show whether **you** are covered under **credit card** cover.

You must pay all relevant **excesses** for any claim made under **credit card** cover.

The general exclusions apply to any claim made under **credit card** cover.

We will cover **you** for:

Loss for which **you** or any of **your family** is legally responsible caused by the use of a **credit card** without the cardholder's permission.

We will not cover **you** for:

Loss caused by the illegal use of a **credit card** by **you** or any of **your family**.

Loss caused by **you** or any of **your family** not complying with the card issuer's terms and conditions.

Loss caused by the use of a **credit card** which is wholly or partly held for trade, professional or business purposes.

Home emergency cover

Your policy schedule will show whether **you** are covered under **home emergency** cover. The general exclusions apply to any claim made under **home emergency** cover. This section provides assistance if **you** or any of **your family** have a **home emergency** and **you** phone the **home emergency** helpline. **We** will arrange to deal with the **home emergency** by choosing a qualified person to come to **your home** and carry out any repairs that are necessary as a result of that **home emergency**.

We will cover **you** for:

- Any **home emergency** caused by one of the following incidents:
- plumbing problems related to leaking pipes, blocked drains or leaking radiators; or
 - blockages in toilet waste pipes; or
 - sudden and unforeseen roofing problems such as leaks or tiles blown off during a **storm** or bad weather; or
 - broken or damaged windows and doors presenting a security risk to **your home**; or
 - gas or electricity failure within **your home**; or
 - central heating or boiler failure; or
 - hot water failure; or
 - vermin** inside **your** private dwelling.
- If **you** suffer a **home emergency** at **your home** caused by one of the above incidents, **we** will:
- advise **you** how to protect yourself and **your home** immediately; and
 - organise call out, labour, parts and materials to carry out an emergency repair or; if at a similar expense, a permanent repair.
- If **your home** becomes uninhabitable and remains so overnight as a result of a **home emergency** covered under this section, as long as **we** agree beforehand, **we** will pay for:
- your** and **your family's** overnight accommodation; and/or
 - transport to such accommodation.

We will not cover **you** for:

- Any incident arising from circumstances known to **you** before the start of the **insurance period**.
- Any incident arising while **your home** is **unoccupied**.
- Any incident arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
- Any incident arising from a deliberate act of any public or local authority service.
- Any incident arising from a deliberate act or omission, by **you** or any member of **your family**, in an attempt to make a false or fraudulent claim under this section.
- Any incident arising from a defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- Any incident which is covered by a maintenance agreement, guarantee or extended warranty contract.
- Any incident arising from the failure of:
- boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding 12 months; or
 - boilers over 15 years old; or
 - LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kw/hr; or
 - electricity supply to or failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems.
- Damage to boundary walls, hedges, fences or gates. Septic tanks, cesspits, guttering and downpipes. Breakdown, loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- Any incident where **you** did not contact **us** to arrange repairs.
- Any incident arising from subsidence caused by bedding down of new structures.

- Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and **sanitary ware**.
- Any burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- De-scaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- Replacement of light bulbs and fuses in plugs.
- Lost keys for garages and outbuildings.
- Any incident arising from damage caused by **vermin** outside **your** private dwelling, for example in garages and other outbuildings.
- Loss or damage to **contents** however caused.

Legal expenses cover

Your policy schedule will show whether **you** are covered under legal expenses cover.

Words with special meaning

Certain words have a special meaning. These words appear in bold in the policy conditions. The words defined on pages 4-7 and below apply to legal expenses cover.

Costs and expenses	Legal costs All reasonable and necessary costs chargeable by the representative on a standard basis. We also pay the costs incurred by opponents in civil cases if you or any of your family has been ordered to pay them, or pay them with our agreement. Accountant's costs All reasonable and necessary costs chargeable by the representative .
Date of occurrence	For civil cases (except under insured incident 5, Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events. For criminal cases, the date of occurrence is when you or any of your family began or is alleged to have begun to break the criminal law in question. For full enquiries , the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.
Full enquiry	An extensive examination by HM Revenue & Customs which considers all aspects of your or any of your family's tax affairs, but not enquiries which are limited to one or more specific aspects of your or any of your family's self assessment tax return.

Representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for you or any of your family in accordance with the terms of this section.
Territorial limit	For the insured incidents of contract disputes and bodily injury, this is the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents, this is the British Isles .

We will cover **you** or any of **your family** for any of the following incidents:

1 Employment disputes

We will negotiate **you** or any of **your family's** legal rights arising from **you** or their contract of employment for **you** or their work as an employee.

2 Contract disputes

We will negotiate the following:

- **you** or any of **your family's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** or they have entered into for:
 - the buying or hiring in of any goods or services; or
 - the selling of goods;
- **you** legal rights in a contractual dispute or for the misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your home**.

PROVIDED THAT:

- **you** or the member of **your family** (as appropriate) entered into the agreement or alleged agreement during the **insurance period**; and
- the amount in dispute is more than £100.

3 Bodily injury

We will negotiate for **you** or any of **your family's** rights in a claim against a party who causes the death of, or bodily injury to, **you** or any of **your family**.

We will not cover **you** or any of **your family** for any incident relating to:

Self-employment.

Disciplinary hearings or internal grievance procedures.
Any claim relating solely to personal injury.

A contract regarding **you** or any of **your family's** trade, profession, employment or any business venture.

Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT).

A contract involving a motor vehicle.

The settlement payable under an insurance policy (**we** will negotiate if **you** or any of **your family's** insurer refuses **your** or any of **your family's** claim but not for a dispute over the amount of the claim).

A dispute arising from any loan, mortgage, pension, investment or borrowing.

Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.

Defending **you** or any of **your family's** legal rights, but defending a counter-claim is covered.

Deep Vein Thrombosis or its symptoms that result from **you** or any of **your family** travelling by air.

4 Property protection

We will negotiate for **you** or any of **your family's** legal rights in a civil action and/or arrange mediation for a dispute relating to material property (including **your home**), which is owned by **you** or any of **your family** or for which **you** or any of **your family** is responsible, following:

- any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
- a legal nuisance (meaning any unlawful interference with **you** or any of **your family's** use or enjoyment of **your home**, or some right over, or in connection with it); or
- trespass.

5 Tax protection

We will negotiate on **you** or on any of **your family's** behalf and represent **you** or them in any appeal proceedings, in the event of a **full enquiry** into **you** or their personal tax affairs.

6 Jury service

We will pay **you** or any of **your family's** salary or wages for the time that **you** or any of **your family** are off work while attending jury service for each half or whole day of such attendance, as far as they are not recoverable from the court or **you** or their employer. The amount **we** will pay is based on the following:

- the time **you** or any of **your family** are off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is 8 hours;
- if **you** or any of **your family** work full time, the salary or wages for each whole day equals 1/250th of **you** or their yearly salary or wages
- if **you** or any of **your family** work part-time, the salary or wages will be a proportion of **you** or their salary or wages.

7 Legal defence

We will defend **you** or any of **your family's** legal rights if an event arising from **you** or their

You must pay the first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

A contract entered into by **you** or any of **your family**.

Any building or land other than **your home**.

Someone legally taking **your home** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** by any government or public or local authorities unless the claim is for accidental physical damage.

Work done by any government or public or local authority unless the claim is for physical damage.

A motor vehicle owned or used by or hired or leased to **you** or any of **your family**.

Mining subsidence.

Defending any claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.

The tax affairs of a company or any claim if **you** or any of **your family** are self-employed, a sole-trader, or in business partnership.

An investigation by the Special Compliance Office.

Parking or obstruction offences.

work as an employee leads to:

- **you** or any of **your family** being prosecuted in a court of criminal jurisdiction; or
- civil action being taken against **you** or any of **your family** under legislation for unlawful discrimination; or
- civil action being taken against **you** or any of **your family** under Section 13 of the Data Protection Act 1998.

We will defend **you** and any of **your family's** legal rights if an event leads to **you** or their prosecution for an offence connected with the use or driving of a motor vehicle.

The use of a motor vehicle by **you** or any of **your family** for which **you** or they do not have valid motor insurance.

We will cover **you** and any of **your family** under legal expenses cover only if:

- the **date of occurrence** of the insured incident is during the **insurance period** and within the **territorial limit**; and
- any legal proceeding will be dealt with by a court or other body in the **territorial limit** and to which **we** agree; and
- for civil claims, it is more likely than not that **you** or any of **your family** will recover damages (or obtain any other legal remedy to which **we** have agreed) or will make a successful defence.

We will only pay the **legal costs** and **accountant's costs** charged by a **representative** appointed in line with the general conditions set out below.

For all insured incidents, **we** will help in appealing or defending an appeal as long as **you** or any of **your family** tells **us** within the time limits allowed that **you** or any of **your family** want **us** to appeal. Before **we** pay **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

Exclusions

The general exclusions apply to any claim made under legal expenses cover:

The following exclusions relate only to claims made under legal expenses cover:

We will not cover **you** or any of **your family** for:

- any claim reported to **us** more than 180 days after **you** or any of **your family** should have known about the insured incident; or
- any incident or matter arising before the start of **your** cover; or
- any **costs and expenses** incurred before **our** written acceptance of a claim; or
- fines, penalties, compensation or damages which **you** or any of **your family** are ordered to pay by a court or other authority; or
- any insured incident intentionally brought about by **you** or any of **your family**; or
- any claim relating to **you** or any of **your family's** alleged dishonesty or alleged violent behaviour; or
- any claim relating to written or verbal remarks which damage **you** or any of **your family's** reputation; or
- a dispute with **us** not otherwise dealt with under general condition 16; or
- Judicial Review; or
- any legal action **you** or any of **your family** takes which **we** or the **representative** have not agreed to, or where **you** or any of **your family** does anything that hinders **us** or the **representative**; or

- a claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement; or
- any claims arising from **your** or any of **your family's** business liabilities.

General conditions

You must keep to the following conditions that relate only to legal expenses cover:

- You** or any of **your family** must:
 - keep to the terms and conditions of this section.
 - take reasonable steps to keep any amount **we** have to pay as low as possible.
 - try to prevent anything happening that may cause a claim.
 - send everything **we** ask for, in writing.
 - give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
- We** can take over and conduct in **your** or any of **your family's** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** or their behalf.
- You** or any of **your family** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** or any of **your family's** interests in those proceedings; or
 - there is a conflict of interest.

We may choose not to accept the choice of **representative** but only in exceptional circumstances. If there is a disagreement over the choice of a **representative** in these circumstances, **you** or any of **your family** may choose another suitably qualified person.
- In all circumstances except those listed in paragraph 3 above, **we** are free to choose a **representative**.
- A **representative** will be appointed by **us** to represent **you** or any of **your family** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
- We** will have direct contact with the **representative**.
- You** or any of **your family** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
- You** or any of **your family** must give the **representative** any instructions that **we** require.
- You** or any of **your family** must tell **us** if anyone offers to settle a claim.
- If **you** or any of **your family** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
- We** may decide to pay **you** or any of **your family** the amount of damages that **you** or they are claiming or is being claimed against **you** or them, instead of starting or continuing legal proceedings.
- You** or any of **your family** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- You** or any of **your family** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- If a **representative** refuses to continue acting for **you** or any of **your family** with good reason, or if **you** or any of **your family** dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- If **you** or any of **your family** settle a claim or **you** or any of **your family** withdraw a claim without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.

- 16** If **we, you** or any of **your family** disagree about the choice of a **representative**, or about the handling of a claim, **we, you** or any of **your family** can choose another suitably qualified person to decide the matter: **We, you** or any of **your family** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person.
All costs of resolving the disagreement must be paid by the party whose choice is rejected.
- 17** **We** may at **our** discretion, require **you** or any of **your family** to obtain, at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** or any of **your family** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not **you** or any of **your family** member will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the costs of obtaining the opinion.
- 18** **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 19** All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

General exclusions

You are not covered under **your** policy for any of the following:

Consequential loss	Any costs beyond the cost of replacing damaged property or repairing the damage to property, for example any loss in value which may occur as a result of insured loss or damage.
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials.
Deliberate loss or damage	Any loss or damage caused, or allowed to be caused, deliberately or wilfully by you or any of your family , a paying guest, a tenant or person visiting your property with your permission.
Employment, trade or business profession	Any loss or damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with you or any of your family's employment, trade or business profession (other than employment disputes under legal expenses cover or as an employer of a domestic employee for the purposes of paragraph 17b of contents cover).
Failure of computers or electrical equipment	Any loss or damage directly or indirectly caused by: <ul style="list-style-type: none"> any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date; or computer viruses.
Loss of money	Loss of money caused by confiscation, loss of value or loss due to incorrect receipts, payment or accountancy.
Misuse of alcohol or drugs	Any loss, damage or liability caused directly or indirectly by the misuse of alcohol or you or any of your family being under the influence of alcohol or drugs (except those prescribed by your or their registered medical practitioner, but not when prescribed for the treatment of drug addiction).

Non-approved costs	Any costs incurred without our written permission.
Pollution or contamination	Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which was: <ul style="list-style-type: none"> a result of an intentional act; or expected or should have been expected; or not sudden; or not during any insurance period; or from industrial business.
Prior loss, damage or liability	Any loss, damage or liability that occurred before your cover began.
Radioactive contamination	Any loss or damage caused directly or indirectly by: <ul style="list-style-type: none"> ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
Sonic bangs	Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
Terrorism	Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Uninsurable risks	Any loss or damage caused by: <ul style="list-style-type: none"> wear and tear; or decay; or demise; or depreciation; or wet rot or dry rot, unless this was caused directly by any event insured under this policy; or fungus, woodworm, beetle, moth, insects or vermin; or mechanical or electrical fault or breakdown; or any process of cleaning, dyeing, renovating, altering, re-styling, repair or restoring; or anything which occurs gradually, or deteriorates over a period of time or has reached the end of its useful life; or detention or confiscation by HM Revenue & Customs or any official body; or river or coastal erosion; or any demolition, alteration or repair to your buildings; or the actions of chemicals on, or the reaction of chemicals with, any materials which form part of the buildings.
War risks	Any loss or damage caused by any sort of war, invasion or revolution.
Your claims costs	Your costs of preparing, proving, agreeing or negotiating your claim.

Your policy

Your policy includes:

- the declaration **you** signed or, in the case of telephone or internet applications, the answers **you** gave to **our** questions when **you** applied for **your** policy;
- **your** policy booklet;
- **your** latest policy schedule;
- any endorsements to **your** policy; and
- **your** latest policy summary document.

Your policy is based on all the information **you** gave **us** about **you, your family, your buildings** and **your** personal circumstances when **you** applied for **your** policy. It is **your** responsibility to:

- read **your** policy and make sure it covers **you** and **your family** for the sort of losses **you** think might happen;
- make sure that all the possessions **you** and **your family** own are insured and covered for an amount which will allow **you** to replace them; and
- make sure that **you** understand the conditions and exclusions which apply to **your** policy. If **you** do not meet these conditions it may affect any claim **you** make.

Your policy does not cover everything. For example, it does not cover wear and tear or the cost of maintenance. The items and events which are not covered by **your** policy are described:

- in the general exclusions section;
- for specific exclusions, in each section of cover where **we** state that **we** will not cover **you**.

There are limits on the amount covered under each paragraph of each section of **your** policy for any single event or series of events. **We** list these limits in **your** policy schedule and/or **your** latest policy summary document.

Every time **we** or **you** make a change to **your** policy **we** will send **you** a new policy schedule.

You will be able to tell from **your** policy schedule whether **you** have an **extended contract** because **your insurance period** will be more than 12 months. In that case, special terms and conditions will apply together with those set out in **your** policy booklet. **We** will give **you** a copy of these special terms and conditions which **you** should keep with **your** policy booklet. If there is any difference between the two, these special terms and conditions will apply.

Insurers

All cover except **home emergency** cover and legal expenses cover is provided by St Andrew's Insurance plc. St Andrew's Insurance plc is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and to undertake insurance mediation under registration number 202932. **You** can visit the FSA's website at www.fsa.gov.uk/register or contact them on 0845 606 1234.

St Andrew's Insurance plc is registered in England number 3104671.

St Andrew's Insurance plc is a member of the Association of British Insurers (ABI) and Financial Ombudsman Service (FOS). Registered Office: St Andrew's House, Portsmouth Road, Esher, Surrey KT10 9SA, United Kingdom.

Home emergency cover is provided by Inter Partner Assistance S.A.

Inter Partner Assistance S.A. is a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group. Inter Partner Assistance S.A. is authorised by the Commission Bancaire Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK.

Inter Partner Assistance S.A. is a member of the Association of British Insurers (ABI) and Financial Ombudsman Scheme (FOS).

Inter Partner Assistance S.A. is registered in Belgium number: 394025. The UK branch is registered in England number: FC008998.

UK Registered Office: Inter Partner Assistance S.A., The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, United Kingdom.

Legal expenses cover is provided by DAS Legal Expenses Insurance Company Limited.

DAS Legal Expenses Insurance Company Limited (DAS) is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and to undertake insurance mediation under registration number 202106. **You** can visit the FSA's website at www.fsa.gov.uk/register or contact them on 0845 606 1234.

DAS Legal Expenses Insurance Company Limited is a member of the Association of British Insurers (ABI) and Financial Ombudsman Service (FOS). Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, United Kingdom.

Fraud

Your policy is based on trust and **we** rely on the honesty of **our** policyholders.

However, if **you**, any of **your family** or anyone acting for **you** provides false information or documentation or withholds important information to obtain cover under **your** policy, or cover at a reduced premium, for which **you** do not qualify then:

- **your** policy may be void; and
- **we** may be entitled to recover from **you** the amount of any claim already paid under **your** policy; and
- **we** will not make any return of premium; and
- **we** will inform the police and criminal proceedings may follow.

If **you**, any of **your family** or anyone acting for **you**:

- makes a claim under **your** policy knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
- makes a statement in support of a claim knowing the statement to be false in any respect; or
- submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
- makes a claim for any loss or damage caused by **your** or their wilful act, knowledge or involvement; or
- acts in any other manner to gain a financial advantage to which **you** would not otherwise be entitled;

then **we**:

- will not pay any part of **your** claim; and
- will at **our** option cancel **your** policy; and
- will not make any return of premium; and
- will inform the police and criminal proceedings may follow.

Change in circumstances

You must tell **us** within 30 days if **you** know that:

- **you** or any of **your family** has been convicted of an offence or has been notified of any impending prosecution for any criminal offence, Civil Orders or ASBOs. **We** do not count motoring offences for parking or speeding or offences considered as spent under the Rehabilitation of Offenders Act 1974; or
- **you** are going to move **home** permanently; or
- someone other than **you** or **your family** is going to live in **your home**; or
- **you** are going to lease **your home** to tenants, sub-tenants or lodgers including any of **your** relatives; or
- **your home** is going to be used as a weekend or holiday home; or
- **your home** is going to be **unoccupied**; or
- **you** have made any household claim in the last five years that **you** have not told **us** about; or
- work is going to be done on **your home** which is not routine repair, maintenance or decoration; or

- the number of bedrooms is going to change or; if **you** have **buildings** cover; a garage or extension is added; or
- any part of **your home** is going to be used for any trade, professional or business purposes.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

Preventing loss

If **you** do not:

- give **us** full details of any event which may result in a claim under **your** policy as soon as is reasonably possible; or
- give **us** all information and assistance that **we** may reasonably require; or
- keep **your buildings** in a good state of repair; or
- take all reasonable steps to prevent and reduce loss, damage, accident or injury. For example, protect furniture and floor coverings when decorating or doing DIY. Please see the 'helpful advice' section on page 37 for further examples;

then **we** may reduce a claim payment or may refuse a claim.

Paying premiums

You must pay the premium for each **insurance period**.

You can choose to pay the premium in full or in monthly instalments by whichever method **we** notify to **you**.

If **you** choose to pay **your** premium monthly, **you** must continue to do so until the end of the **insurance period** unless **you**:

- cancel **your** policy within 14 days of the start of **your** policy; or
- take out another home or buildings insurance policy with **us**; or
- suffer a total loss.

If **you** do not pay a premium on the date it is due, **you** will not be covered under **your** policy for any event happening between that date and the date **you** bring **your** premium payments up to date unless **we** agree otherwise.

Renewal

We will remind **you** of the details of **your** policy at the end of every **insurance period**. **You** must regularly check **your** policy details to ensure that **your** policy still meets **your** needs.

As part of **our** commitment to **you** **we** review **our** home insurance products on a regular basis so **we** can continue to deliver value for money and ensure the best quality. This may from time to time involve changing one of the insurers or the terms and conditions of **your** cover on renewal.

You agree that **we** may change an insurer on renewal without seeking **your** permission to do so.

If **we** offer to renew **your** policy automatically, **you** give **us** permission to do so on the basis of the renewal premium and policy conditions details of which **we** will send **you** before the renewal date. If **you** do not wish **us** to do this, **you** can call **us** to let **us** know before the renewal date.

Before **we** renew **your** policy, **we** may review **your** past claims history. As a result of this review, **we** may not offer **you** the same type or level of cover at renewal.

Ending **your** policy

If **you** or **we** cancel **your** policy and **your buildings** are subject to a mortgage **you** must ensure **you** arrange cover for **your buildings** to meet the requirements of **your** mortgage lender.

Your right to cancel

Your policy is an annual contract of insurance, unless **you** have an **extended contract**.

If **you** cancel within 14 days of the start of **your** policy and **you** have not made a claim during that period, **we** will give **you** a full premium refund less any charge that **we** may make to cover **our** administration costs.

You have no right to cancel after 14 days of the start of **your** policy unless:

- **you** take out another home or buildings insurance policy with **us** (in which case **we** will refund any premium **you** have paid for the rest of the **insurance period**); or
- **you** suffer a total loss.

Our right to cancel

If any change is made to **your buildings** or **contents** which increases the risk under **your** policy, **we** may cancel **your** policy by giving **you** at least 14 days notice in writing at **your** last known address. If this happens **we** will refund any premium **you** have paid for the rest of the **insurance period**.

We may also cancel **your** policy at the earliest opportunity if **you** breach any terms of **your** policy. If this happens **we** will refund **your** premium, unless there is evidence of fraud – see the fraud point within this section.

Transferring **your** interest

You can transfer **your** interest in this policy to someone else as long as **you** get **our** written permission first.

Use of language

Your policy will be written in English and all communications will be in English.

The law that applies to **your** policy

It is agreed that **your** policy is governed by the law of England and Wales.

Price of calls

Calls to 0845 numbers from a BT landline will cost a maximum of 5p per minute. The price of calls from other telephone companies may vary.

Financial services compensation scheme

The Financial Services Compensation Scheme (FSCS) may be able to help **you** if **we** cannot meet **our** liabilities. For claims against insurance companies, the first £2,000 of a claim on this type of insurance policy is covered in full, plus 90% of the balance. For further details **you** can contact the FSCS on 020 7892 7300 or at enquiries@fscs.org.uk.

Complaints

We are committed to providing **you** with a first class service. However there may be times when **you** feel **we** have not done so. **We** will always try to resolve any complaint speedily and at the earliest possible stage.

Please call **our** Customer Services Department on 0845 602 3722.

Or **you** can write to:

Birmingham Midshires Home Insurance
Trinity Road
Halifax
West Yorkshire
HX1 2RG

We will try to resolve **your** complaint when **we** receive it but, if this is not possible, **we** will send **you** a written acknowledgement within 5 working days of receiving **your** complaint. This will tell **you** the name of the person handling **your** complaint, their contact details and **we** will enclose **our** complaints procedure leaflet.

If **we** cannot resolve **your** concerns within 4 weeks of receiving **your** complaint, **we** will write to **you** again to explain why and tell **you** when **we** expect to give **you our** decision.

If after 8 weeks **we** have still not resolved **your** complaint, or if the matter cannot be resolved satisfactorily, **you** have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The FOS will handle most complaints **you** might have, but there are some cases that fall outside of their authority. Their decision is binding upon **us**, but **you** are free to reject it without affecting **your** legal rights.

Helpful advice

Home security

- Mark items, especially high risk ones like televisions and DVD players. Use a security marker pen that can be read under ultra-violet light to record your name and postcode on each item.
- Photograph your valuables, especially jewellery and ornaments. Give an idea of the item's size by including a coin or ruler in the shot too. Please note that we require proof of ownership for certain claims.
- Keep all your receipts, invoices and photographs in a safe place. And take copies and leave them with a friend or relative, just in case the originals get lost.
- Never leave keys in the lock, or a secret hiding place like under the doormat or plant pot – burglars know where to look!
- If you are going away, cancel the milk and the papers and ask a trusted friend or neighbour to check on the property.
- Use a timer to turn lights on and off when you are out and consider fitting exterior security lights to your home.
- Fit deadlocks or key-operated security bolts to all external doors and close and lock all windows and doors when your home is left unattended.
- Fit a good quality, approved alarm (look out for British Standard BS4737) and make sure you activate it when your home is left unattended.
- If in any doubt, contact your local police station and ask your local Crime Prevention Officer to visit.

Fire safety

- Fit smoke alarms on each floor of your home making sure that you can hear the alarms throughout. Remember to test your smoke alarms every month and make a note in your calendar to change the batteries once a year.
- Take pans off the heat if you are called away from the cooker.
- Work out the best exits from your house, especially from higher level rooms.
- If in any doubt, contact your local fire station and ask your local Fire Prevention Officer to visit.

Winter precautions

- Lag your pipes to provide extra protection against frozen pipes bursting in winter.
- Find your main stopcock and make sure you can turn it off and on. If you have a water meter, the 'off' switch is on the meter; which is probably right outside your house.
- Check your loft insulation is thick enough (a depth of 4 inches or 100mm is the minimum recommended) and in good condition.
- If you are away from home either ensure your heating system is drained or leave your heating on to maintain an air temperature of at least 10°C (50°F), especially if you are away for more than a day or two during the winter months.

Notes

Notes
