

Keep me safe

Clear Essentials Home Insurance

Policy document



LV = BROKER

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Welcome to LV= Broker

Thank you for choosing LV= Broker Clear Home insurance. **We** hope **you**'ll be happy with the cover and service **you** get from **us**. This booklet tells **you** everything **you** need to know about **your** insurance, please keep it safe with **your schedule**.

A little bit more about us...

LV= is a registered trademark of Liverpool Victoria Friendly Society and LV= Broker is trading style of the Liverpool Victoria Group of Companies. Your policy is underwritten by Highway Insurance Company Limited, also part of the Liverpool Victoria group of companies. You can find out more about us at www.lvbroker.co.uk/clear

Introduction

Your Clear Essentials insurance policy is made up of several parts which must be read together as they form **your** contract. Please take time to read all parts of this policy to make sure they meet **your** needs, and that **you** understand the cover provided, and the general exclusions and general conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact **your insurance broker**.

The parts of the policy are:

- this Introduction; the General Exclusions and General Conditions, all of which apply to all sections of the policy;
- the sections of cover selected by **you**, including the Meaning of Words, the Exclusions and Conditions which apply to the section;
- the **schedule**, which includes all **endorsements** applied to the policy while the policy is in force;
- Statement of Insurance (The Statment of Insurance is the record of the information **you** have provided **us** with).

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**.

We will insure **you** in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the premium for the **period of insurance**.

How we use your personal information

This explains how **we** collect, use and store **your** personal information. This includes any personal information given to **us** about other people named on the policy, quote or claim.

We want **you** to be confident about how **we** use **your** personal information. As a regulated company and information controller **we** take **our** responsibilities for the security and management of **your** personal information seriously. That's why **we** invest in **our** systems and processes to ensure that the way **we** collect, use, share, and store **your** information meets both the regulatory and **our** own high standards.

Who we are and how to contact us

Highway Insurance Company Limited is the controller of **your** personal information and is part of the LV= group of companies. For more information visit LV.com/terms/lv-companies.

If **you** have any questions about how **we** process **your** personal information please get in touch with **us** at: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at: GICustomerSupport@LV.com.

You can also contact **our** Data Protection Officer: Data Protection Officer, LV= County Gates, Bournemouth, BH1 2NF or via email at dpo@LV.com.

Information we collect

We only ask for information that **we** need, and have strict controls to keep it safe. **We** collect **your** personal information to provide **our** products and services (eg handling **your** claims) to **you**. Without the information **we** ask for, **we** can't give **you** a quote or insurance policy and it may affect the outcome of any claims **you** make. Personal information **we** collect will be held in digital and / or paper files. **We** collect personal information such as name, address, date of birth, criminal convictions, health, and claims history. **We**'ll also collect information which relates to the things **you** want to insure (for example **your** house or vehicles).

We collect personal information about everybody named on **your** policy, quote, incident or claim when **you**:

- ask for a quote or apply for a policy
- buy and / or use a product or service
- ask **us** a question
- make, or inform **us** of a claim or incident
- update **your** personal details
- change **your** cover
- register a complaint
- take part in market research (eg customer satisfaction surveys)

How we use and share your personal information

The personal information **we** ask for will be used by **us** and third parties who process information on **our** behalf. This includes organisations who administer **your** policy, service **your** claims and reinsurers.

Legal grounds for processing personal information

We collect **your** personal information to provide **our** quotes, products and services to **you**.

As a regulated financial services organisation we're required to comply with legal and regulatory obligations such as the prevention, detection and reporting of fraud and other financial crime.

We'll process personal information for **our** legitimate interests, when **we** have a business reason to do so, to:

- develop, improve, and personalise **our** products, pricing and services
- enhance our customer service, experience, and relationship (eg customer and market research, business analysis, provide relevant product and service information)
- help detect and prevent fraud and financial crime
- develop and improve **our** administration, security systems and insurance applications
- share it with third parties in the event of organisational change (eg if **we** bought or merged with another organisation)
- share personal information with other LV= companies

If **we** need **your** consent to process personal information **we**'ll ask for this first. **You** can withdraw **your** consent at any time.

We'll ask for **your** consent (or next of kin's), to obtain any medical / health information **we** need. In an emergency **we**'ll manage claims until **you** or someone else is able to act on **your** behalf.

Automated decision making and profiling

We use automated decision making to help determine the prices, policy terms, relevant products / services, when **you** research or ask for a quote, buy insurance, make any changes, renew or make a claim. **We** may also profile **you** based on **your** personal information and that provided by third parties. Profiling may be used to help determine the likelihood of a claim or policy transaction being fraudulent.

Profiling will also be used to enhance **our** understanding of **you** and to inform **our** business decisions (eg product design, pricing, customer journeys or marketing strategy).

Please see the personal information rights section below.

How we use your personal information (continued)

Multiple policies at the same address

We may provide a discount if there is more than one policy at the same address. This could result in anyone at the address who has a policy or quote with **us** then being made aware that someone else living there also has insurance with **us**.

International transfers

In the event that **we** process personal information outside the UK, the processing in those locations is protected by UK and European data standards.

Where **your** claim occurs abroad **we** will also send data to the necessary service providers and agencies as required to service **your** claim.

Financial crime & fraud prevention agencies

The personal information **we** have collected will be shared with crime prevention agencies who will use it to prevent financial crime and fraud and to verify **your** identity. If financial crime or fraud is detected, **you** could be refused certain services, finance or employment. Where **we** suspect financial crime or fraud, **we** may cancel any policies **you** have with **us**, not be able to pay any claim or offer **you** the requested product or service. **We** may share relevant information with crime and fraud prevention agencies, law enforcement agencies and other relevant organisations.

Regulatory bodies

Your personal information will be used or disclosed as required to regulators to monitor and enforce **our** compliance with any regulation.

Claims and Underwriting Exchange and other databases

You must tell **us** about any claim or accident, even if it wasn't **your** fault. **We**'ll share this information and **your** personal details with databases such as the Claims and Underwriting Exchange (CUE). **We** may search these databases when **you** apply for insurance, make a claim or renew **your** policy, to validate your claims history (or that of any other person or property likely to be involved in the insurance or claim).

Credit search and identity check

In order to process **your** application **we**'ll supply **your** personal information to credit reference agencies (CRAs) and **they**'ll give **us** information about **you**, such as about **your** financial history. **We** do this to assess creditworthiness, check **your** identity, manage **your** account, trace and recover debts and prevent fraud and other financial crime.

We'll also continue to exchange information about **you** with CRAs on an ongoing basis, including about **your** settled accounts and any debts not fully repaid on time. CRAs will share **your** personal information with other organisations. **Your** data will also be linked to the data of any joint applicants or other financial associates **you** have.

The identities of the CRAs and the ways in which they use and share personal information are explained in more detail at experian.co.uk/crain, callcredit.co.uk/crain and equifax.co.uk/crain.

Brokers

If **we** get **your** details from an **Insurance broker**, **your** personal information (eg policy details, claims, payment, suspected fraud and other financial crime information) will be shared with them.

Partner or affinity associations

If **you** get a quote or buy through one of **our** partner or affinity associations, **we** may pass some of **your** personal information back to them (eg policy details, claims, membership and suspected fraud and other financial crime information).

Incidents or claims

When **you** tell **us** about an incident or claim **we**'ll share this with relevant agencies and appropriate service providers. **We**'ll also collect information from anyone else involved as necessary, eg claimant, witnesses or police.

Public information

We may use public information (such as electoral roll, county court judgements, vehicle taxation status, MOT status, bankruptcy or repossessions).

Industry databases

We'll check and exchange information with industry databases, such as:

- credit reference company data (eg credit scores)
- geographical (eg flood scores, information about a location)
- demographics (eg modelled data on household incomes, credit reference agency scores)
- insurance and claims history (eg previous claims, No Claim Discount)
- information about what **you** want to insure or make a claim for (eg vehicle repair history, vehicle finance data, property information, building council tax band)
- financial crime and fraud prevention databases (also refer to financial crime and fraud prevention agencies section)

How we use your personal information (continued)

- claims compensation and recovery databases (eg reimbursement of NHS costs resulting from an accident)

Specialist services we use

We use other companies to provide some services, eg banks and building societies, breakdown and recovery agents, claims adjusters, claims suppliers, legal service providers, communication services, debt recovery agencies, marketing, fraud and other financial crime investigation services etc. They'll be given the personal information they (or their sub-contractors) need to manage their service.

Market research agencies

We may share your personal information with market research agencies who will conduct market research and business analysis on **our** behalf.

Reinsurers and reinsurance brokers

We may need to share any personal information, including policy, claims, medical, and suspected fraud and other financial crime information, with **our** reinsurers and reinsurance brokers. Reinsurers provide insurance policies to insurance companies. Insurance companies engage a reinsurance broker to advise and assist in arranging a re-insurance policy.

Other insurers

When necessary **we** share **your** personal information with other insurers if **you** make a claim, to verify that the information **you**'ve provided is correct and prevent financial crime and fraud. If **you** move to a new insurer **we** may confirm certain details about **your** insurance to them. **We**'ll only do this if **we**'re sure it's a genuine request.

Flood Re

The Flood Re scheme helps homeowners get insurance in flood risk areas. If **your** property is eligible **we**'ll send **your** property details to the scheme.

Medical and other health services

If **you** make a claim and give **us your** consent, **we**'ll get **your** medical information from the relevant health provider, eg doctor or hospital.

Claimants

We may be given information by a claimant or their representative, a witness or family member, to support a claim or to pursue a claim against **your** policy.

Other insured parties

An insured party on **your** policy (eg named driver) may notify **us** of an incident or claim against **your** policy.

Law enforcement and government agencies

Information may be given to **us** by law enforcement agencies (eg the police) about an incident which may result in a claim or may affect a policy or ongoing claim.

Giving someone permission to talk to us about your policy

We can only talk about **your** policy to **you** or someone **we**'re satisfied that **you**'ve authorised to talk to **us**, on **your** behalf.

Communications

When **you** contact **us**, personal information that **you** give **us** will be recorded. This helps **us** improve **our** customer service, train **our** staff, respond to complaints and prevent fraud and other financial crime.

All communications will be in English. **You** can get this document from **us** in Braille, large print or audiotape by contacting **us**.

Cookies

We use cookies to enhance **your** online experience and help **us** understand how **our** website can be improved. **We** don't store any contact details or banking information and **we**'ll only remember **your** last visit. If **you** want to find out more or stop **us** from using cookies, please see **our** cookie policy on **our** website for more information.

How long we keep your personal information

If **you** buy a policy from **us we**'ll keep all personal information for 7 years after the policy ends to ensure **we** meet **our** statutory and regulatory obligations (eg as laid down by the HMRC, MIB), and allow **us** to manage complaints or claims.

After 7 years, **we**'ll only keep the personal information **we** need so that **we** can identify who was covered for 40 years after the policy ends.

In exceptional cases **we** may need to keep claim information for longer than 40 years (eg where serious injury has occurred and there is potential need to provide life-long care to an injured person).

Where remediation work for a claim is backed by long-term guarantees (eg flood, subsidence claims) **we**'ll keep claim information for at least the period of the guarantee (up to 10 years).

We'll keep **your** quote for up to 1 year.

How we use your personal information (continued)

Your personal information rights

You have a right in certain circumstances to:

- access the personal information **we** hold about **you**
- correct personal information
- have **your** personal information *deleted*
- restrict **us** processing **your** personal information
- receive **your** personal information in a *portable* format, and
- object to **us** processing **your** personal information

You can also ask for a person to *review* an automated decision.

If **you** want to find out more or to exercise these rights please contact us: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at GICustomerSupport@LV.com.

Your right to make a complaint

If **you** have a complaint about the way **we** process **your** personal data please contact **us**.

You can also raise **your** complaint with the Information Commissioner's Office on 0303 123 1113 or visit ico.org.uk/concerns.

How your cover works

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

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

Changes to your circumstances

Please tell **your insurance broker** at **your** first opportunity if there are any changes to **your** circumstances which could affect **your** insurance.

Please refer to General Condition 12 on page 26 of this policy, where **you** will find a list of changes that **you** must tell **us** about.

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

How to make a claim

- 1 Check **your schedule** and this policy, which give details of what is covered and what is not covered.
- 2 Follow the General Conditions on page 24 of this policy.
- 3 Please ring **our** Household Claims Centre on **0800 681 6367** at **your** first opportunity . to notify us of **your** claim.
- 4 **You** can make any temporary repairs to prevent further loss or damage. However, until **you** have discussed **your** claim with **us we** are unable to confirm that the loss or damage is covered by **your** policy. **You** should keep a copy of the invoices relating to the temporary repairs as they may form part of **your** claim. It would be helpful if **you** could take photographs of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.
- 5 If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. If **you** receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to **us** (This could include any claim form, summons to appear in court or other legal document). Do not admit **you** are responsible.
- 6 Any permanent repairs made by **our** approved suppliers are guaranteed.

If **you** have any questions, please contact **your Insurance broker**.

If you have a domestic emergency 0800 633 5423 (24 hours a day, 365 days a year)

If **you** or **your** family suffer a domestic emergency in **your home**, such as a blocked toilet, hot water or heating failure, call **our** Domestic Emergency Assistance helpline. Please have **your** policy details and information about the emergency ready when **you** call.

A trained operator will be on hand to help and advise **you**. If required, they will arrange for emergency assistance or repairs to be completed by an approved tradesperson. If **you** use this service, **you** will be responsible for paying the tradesperson's charges and any costs of materials incurred. If the damage is covered by **your** insurance policy **you** may be able to claim these costs as part of any claim **you** submit.

Legal Advice 0800 633 5423

Our confidential Legal Advice helpline, which is managed on **our** behalf by Arc Legal Assistance (Arc), puts **you** in touch with a qualified legal adviser who can give **you** advice on any personal legal matter.

The service only provides advice and does not cover any legal costs and expenses which **you** may incur as a result of following the advice.

Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

What to do if you are not satisfied

We will make every effort to give **you** an excellent service. However, if **our** service falls below the standard **you** expect, and **you** wish to make a complaint, please follow the procedure on page 27 of this policy document.

Renewing your policy

Adequate home insurance cover is essential in protecting **your** property and the **contents** inside it against many unexpected events such as flood, **subsidence**, theft or **storm**. Individual insurers will form their own view on what is an acceptable risk to them and this may affect **your** ability to obtain cover with another insurer. Please make sure that **you** have arranged adequate alternative insurance before allowing this policy to expire.

Protecting your home and belongings

We offer the following hints on precautions worth taking.

Fire Prevention

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

If **you** leave **your home** for more than 24 hours, switch off the electricity at the mains or unplug all appliances. (**You** may need to keep the refrigerator, freezer or heating systems in use.) Always unplug non-essential electrical appliances before **you** go to bed at night, especially electric blankets and television sets.

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

Flood

- 1 Gather essential items together either upstairs or in a high place.
- 2 Fill jugs and saucepans with clean water.
- 3 Move **your** family and pets upstairs, or to a high place with a means of escape.
- 4 Turn off gas, electricity and water supplies when floodwater is about to enter **your home** if safe to do so.
- 5 DO NOT touch sources of electricity when standing in floodwater.
- 6 Keep listening to local radio for updates or call Floodline 0345 988 1188.
- 7 Floodwater can rise quickly, stay calm and reassure those around **you**. Call 999 if **you** are in danger.
- 8 Avoid walking or driving through floodwater.
- 9 Keep children and vulnerable people away from floodwater.
- 10 Wash **your** hands thoroughly if **you** touch floodwater.

Water Damage

- 1 Lag exposed water pipes and tanks in the roof area.
- 2 Turn off the water and drain the system if **you** leave **your home** without heat in winter.
- 3 If pipes freeze despite **your** precautions, thaw them out slowly using hot water bottles. Never use a blowlamp.

If **you** would like information on anything mentioned above or anything affecting this policy, contact **your insurance broker**, who will be happy to assist **you**.

Security

- 1 Never leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside the home.
- 2 When upstairs, avoid leaving doors and windows open downstairs.
- 3 Don't leave small **valuables, money**, handbags, wallets and purses where they can be easily seen from outside.
- 4 If **you** go out in the evening, leave a light on in a living room or bedroom. Leaving an outside or landing light on is not sufficient, the home must look lived in.
- 5 Never leave ladders or tools lying around, these will encourage rather than deter an opportunist thief.
- 6 Close and lock all garages, sheds and other outbuildings.
- 7 Join a local Neighbourhood Watch Scheme or consider starting one in **your** area.
- 8 Don't let strangers into **your home** unless they give **you** official proof of their identity. If **you** are suspicious, telephone the company concerned for verification while **your** caller waits outside behind the locked front door.
- 9 Remember to cancel milk and newspaper deliveries before **you** go on holiday and ask a trusted neighbour to keep an eye on **your home** and leave a spare key with them.
- 10 Keep a record of **your** possessions, for example, the serial numbers of televisions and video recorders, and use a security marker which writes in invisible ink to mark **your** postcode and house number (this ink can only be read under ultraviolet light). Retain copies in a safe location.
- 11 Keep receipts, obtain valuations and take photographs of jewellery and any other valuable or unusual items. Photographs are an enormous help to the police for identifying stolen property and returning it to the rightful owner.

Safes

Safes offer an additional level of protection for **your valuables** against thieves. A safe should be carefully chosen taking into consideration the value of the items intended to be locked within, where it is to be located within **your** property and any future purchases of **valuables** that **you** may make. Safes are normally awarded a 'cash rating' which indicates the maximum level of cash that should be held within. The cash rating will be based on the safe's ability to withstand fire and attack. For most safes, the awarded cash rating can be multiplied by ten in order to find the equivalent **valuables** limit e.g. Cash rating £1,000 = **valuables** rating £10,000. A safe supplier will be able to advise **you** on the type of safe that is best for **your** needs.

Further information on protecting **your home** can be found on the following Home Office websites: www.crimereduction.homeoffice.gov.uk/cpghs.pdf and www.homeoffice.gov.uk/secureyourhome

Buildings

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**.

Accidental damage – Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials.

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

Buildings – The structure of **your home** and the following if they form part of **your home** and belong to **you** or are **your** responsibility:

- domestic outbuildings;
- garages that form part of **your** residence;
- fixtures and fittings in or on the buildings;
- swimming pools, permanently fitted hot tubs;
- tennis hard courts;
- terraces, drives and footpaths;
- boundary and garden walls, gates, fences and hedges;
- permanently fitted laminated, wooden effect, vinyl or lino floor coverings that could not reasonably be removed and re-used;
- solar panels, wind turbines;
- built in gas and electric cookers and meters.

Endorsement – Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess – The amount **you** have to pay if **you** make a claim. The **excess** amounts are shown in **your schedule**.

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

Highway, we, our, us - Highway Insurance Company Limited trading as Highway Insurance.

Injury – Bodily injury, death, disease, illness or shock.

Insurance broker – This is the person who **you** arranged **your** insurance with.

Landslip – Downward movement of sloping ground.

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

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

Period of Insurance – The period that **you** are covered as shown on **your schedule**.

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

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

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

Subsidence – Downward movement of the ground beneath the **buildings** (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Sum insured – The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or any **endorsement**.

Unfurnished – Not having a bed, flooring, kitchen appliances and utensils to live there permanently.

Unoccupied – Not having been lived in by **you** or a member of **your** family or any other person with **your** permission for more than 60 days in a row or does not have sufficient furniture or services for normal living purposes. Regular visits or occasional overnight stays is not accepted as living in **your home**.

Water table – The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

Your home – The private residence at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence.

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

What is covered	What is not covered
<p>Your policy covers loss of or damage to your buildings caused by the following Events.</p> <p>Events</p>	<p>The total of the compulsory and voluntary excess figures (as shown in your policy schedule) for each insured Event other than Events 15a and 15b.</p> <p>Loss, damage, injury or liability shown in the General Exclusions.</p>
<p>1 a Fire, lightning, explosion, earthquake; and b Smoke.</p>	<p>Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.</p>
<p>2 Aircraft and other flying devices or articles dropped from them.</p>	
<p>3 The buildings being hit by: a vehicles and articles dropped from them; b animals; or c falling trees or branches.</p>	<p>Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees.</p>
<p>4 Theft or attempted theft.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Any theft or attempted theft to solar panels or wind turbines unless securely mounted in a non-accessible position. Loss or damage that you do not report to the police at your first opportunity. Loss or damage resulting from theft or attempted theft by you.</p>
<p>5 Malicious damage.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Loss or damage caused by you.</p>
<p>6 a Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations. b Freezing water in water tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Loss or damage caused by the failure or lack of appropriate sealant and/or grout. Loss or damage caused by subsidence, heave or landslip that results from water escaping. The cost to repair your water tanks, fish tanks, apparatus or pipes or fixed heating installations unless the damage was caused by frost or freezing.</p>
<p>7 Storm or flood.</p>	<p>Loss or damage caused by a weather event that does not meet the definition of storm as set out in the meaning of words. Loss or damage caused by frost. Loss or damage to fences, gates or hedges. Loss or damage to cellars and basements due to a rise in the water table. Anything which happens gradually. Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>
<p>8 Riot, civil commotion, strikes or labour disturbances.</p>	
<p>9 a Oil leaking from a domestic heating installation at your home. b Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.</p>	

What is covered	What is not covered
<p>10 Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<p>Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences unless your home, its domestic outbuildings or garages are damaged by the same cause at the same time.</p> <p>Landslip caused by the coast being worn away.</p> <p>Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time.</p> <p>Damage within 10 years of construction caused by structures bedding down or made-up ground settling.</p>
<p>11 Accidental loss or damage (your schedule will show cover as accidental damage if this Event is insured by your policy).</p>	<p>The exclusions that apply to Events 1 to 10 on pages 9 and 10 also apply to Event 11.</p> <p>Loss or damage caused by wear and tear.</p> <p>Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.</p> <p>Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.</p> <p>Loss or damage caused by electronic, electrical or mechanical breakdown or failure.</p> <p>Loss or damage caused by faulty design, faulty plan, specification, materials or workmanship.</p> <p>Loss or damage which happens gradually, or loss of value.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage caused to hot tubs whilst being installed or moved.</p> <p>Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.</p> <p>Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</p>
<p>We will also insure you for the following:</p>	
<p>12 Mains services (your schedule will show cover as accidental damage if this event is insured by your policy). We will pay the costs which you are responsible for, to repair accidental damage to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the buildings to the public supply, and septic tanks.</p>	
<p>13 Glass and sanitary fittings (your schedule will show cover as accidental damage if this event is insured by your policy). Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings which you are responsible for.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p>
<p>14 Alternative Accommodation and Loss of Rent Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if the buildings cannot be lived in because of an insured event, but only for the time needed to repair your home.</p>	<p>Any amount over 15% of the sum insured by this section, as shown in your schedule.</p>

What is covered

15a Liability because you are owner of the home

We will pay all amounts **you** legally have to pay as:

- compensation and claimant's costs and expenses; and
- legal costs and expenses **you** pay with **our** written permission in connection with defending any claim;

arising from accidental:

- i** **injury** to any person;
- ii** loss of or damage to property.

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

15b Defective Premises

We will pay any amounts **you** are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975; arising from accidental:

- i** **injury** to any person;
- ii** loss or damage to property happening during the **period of insurance**.

If the Buildings section of this policy is cancelled or expires, this cover shall continue for a period of seven years, in respect of the **buildings** insured under this section before such cancellation or expiry.

16 Trace and Access

If the **buildings** are damaged by Events 6a or 9a of this section, **we** will pay the reasonable and necessary cost of finding the source of the leak including the making good of any damage caused during the search.

17 Emergency Entry

Loss or damage to **your home** caused by the attendance of a member of the emergency services due to an emergency, or perceived emergency involving **you**

What is not covered

- 1 Any amount over £2,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.
- 2 Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 3 Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- 4 Liability for loss or damage caused by or arising out of:
 - a) any passenger lift which **you** are responsible for maintaining;
 - b) **you** owning any land or building other than **your home**.
- 5 Liability which is insured by or would be insured by any other policy if this section did not exist.
- 6 Liability arising directly or indirectly out of **your** job, business, trade or profession.
- 7 Liability if **you** are injured.
- 8 Liability for fines, penalties or **liquidated damages** or **aggravated, punitive** or **exemplary damages** or any damages resulting from **multiplying compensatory damages**.
- 9 Loss, damage, **injury** or liability shown in the General Exclusions.

Any amount over £1,500.

How we settle claims - Buildings

(See also General Exclusions and General Conditions)

If the loss or damage to the **buildings** is covered by this insurance **we** may:

- arrange for repair or replacement using one of **our** suppliers; or
- pay the cost of repair; or
- make a cash payment.

We will pay the full cost of any repair or replacement, including any architects' and surveyors' fees, demolition, removal of debris or local authority costs **we** have agreed to pay. Repairs completed by **our** approved suppliers as a result of a claim covered by this insurance, are guaranteed for 12 months.

We will repair or replace the damaged items without taking off an amount for wear and tear or loss of value, as long as the **sum insured** will cover the full rebuilding cost. If the **sum insured** will not cover the full rebuilding cost, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out and further damage occurs, **we** will not pay more than it would have cost to repair or replace the item if this had been carried out straight away.

We will pay any extra costs to keep to **building** or other regulations or within the by laws of any local authority but only for damaged parts of the **buildings**. This does not include any extra costs **you** pay after notice has been served on **you**.

We will pay for Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision. Where **we** agree that any of these need to be appointed and **you** arrange **your** own **we** will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and the Law Society. **We** will not pay any costs **you** incur for preparing and submitting a claim.

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

Excesses that apply

If **your** schedule shows that **you** have to pay an **excess**, this is the amount **you** must pay as the first part of any claim.

Selling your home

When **you** sell **your home** the person who buys it will be covered by the **buildings** insurance in this section, as long as they have no other insurance in force. This will apply up to the date the sale is completed.

Matching sets and suites

We will pay **you** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

If the damaged parts cannot be matched or replaced **we** will pay up to 50% towards the replacement of the undamaged parts.

Sum insured

The **sum insured** chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses and fees mentioned opposite.

We will not pay more than the **sum insured** for loss or damage to the **buildings** by any of the Events 1 to 13 and 17.

Index linking

Where **your buildings sum insured** is a figure other than £300,000, as shown in **your** policy **schedule**, this **sum insured** will change each month in accordance with the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or another suitable index **we** decide upon).

We will not charge extra premiums on any index linking adjustments during the **period of insurance**. **We** will work out the renewal premium on the **sum insured** which applies on the first day of the renewal month.

If **you** claim for loss or damage, **we** will continue to make the monthly index linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced for up to one year.

Contents

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**.

Accidental damage – Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials.

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

Contents – Household goods and personal belongings which **you** own or are responsible for. This includes:

- fixtures and fittings other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to **your home**;
- freestanding gas and electric cookers;
- **valuables** (covered up to 10% of the **contents sum insured** for all **valuables** and 5% for a single item or collection, unless otherwise specified on **your schedule**) – jewellery, gold and silver articles (including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collections of stamps, medals and coins;
- **office equipment** – computers, external hard drives, memory sticks, software, printers, fax machines, photocopiers, typewriters, tele-communications equipment and office furniture used in connection with **your** business or job but not worth more than £5,000 in total. **You** must be responsible for insuring the **office equipment**;
- laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and re-used;
- carpets;
- portable hot tubs;
- **pedal cycles**.

Contents does not include:

- **contents** insured under any other policy;
- **money**;
- securities (financial certificates such as shares and bonds), certificates and documents;
- mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motor cycles, quad bikes, trikes and go-karts) or their parts and accessories, but not including gardening machinery or wheelchairs;
- caravans and trailers or their parts and accessories;

- aircraft, hovercraft and watercraft (which includes sailboards, surfboards and models) or their parts and accessories;
- lottery tickets and raffle tickets;
- laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used;
- animals;
- any part of the structure of **your home**, central heating system, ceiling, wallpaper or similar (except those covered under Event 17c Tenant's liability);
- **contents** which **you** own or use at any time for business, professional or trade purposes, (except for **office equipment**).

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

Endorsement – Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess – The amount **you** have to pay if **you** make a claim. The **excess** amounts are shown in **your schedule**.

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

Highway, we, our, us – Highway Insurance Company Limited trading as Highway Insurance.

Injury – Bodily injury, death, disease, illness or shock.

Insurance broker – This is the person who **you** arranged **your** insurance with.

Landslip – Downward movement of sloping ground.

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

Money – Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, travellers' cheques, gift vouchers (subject to proof of purchase or ownership), premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which **you** own or are responsible for that is used for social or domestic purposes.

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

Pedal Cycle(s) – pedal cycles including motorised or power assisted pedal cycles which are not legally required to be registered in the UK for road use.

Period of Insurance – The period that **you** are covered as shown on **your schedule**.

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

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

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

Subsidence – Downward movement of the ground beneath the **buildings** (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Sum insured – The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or any **endorsement**.

Unfurnished – Not having a bed, flooring, kitchen appliances and utensils to live there permanently.

Unoccupied – Not having been lived in by **you** or a member of **your** family or any other person with **your** permission for more than 60 days in a row or does not have sufficient furniture or services for normal living purposes. Regular visits or occasional overnight stays is not accepted as living in **your home**. “

Your home – The private residence at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence.

You, your – The person named as the policyholder in the **schedule**, their partner and members of their family permanently living with them, during the insurance period at the address shown in the **schedule**.

Water table – The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

What is covered	What is not covered
<p>Your policy covers loss of or damage to your contents caused by the following Events.</p> <p>Events</p> <p>1 a Fire, lightning, explosion, earthquake; and b Smoke.</p> <p>2 Aircraft and other flying objects or articles dropped from them.</p> <p>3 The contents being hit by: a vehicles; b animals; or c falling trees or branches.</p>	<p>The total of the compulsory and voluntary excess figures (as shown in your policy schedule) for each insured Event other than Events 17a, 17b, 17c, 17d and 17e.</p> <p>Loss, damage, injury or liability shown in the General Exclusions.</p> <p>Anything which happens gradually.</p> <p>Loss or damage caused by scorching, melting or warping unless accompanied by flames.</p> <p>Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees.</p>

What is covered	What is not covered
<p>4 Theft or attempted theft.</p>	<p>Any amount over 15% of the sum insured under this section for loss or damage to the contents (excluding portable hot tubs) caused by theft or attempted theft from outbuildings and garages forming part of your home.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Loss or damage that you do not report to the police at your first opportunity.</p> <p>Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. Contents must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot and the vehicle must be parked within the boundaries of your home.</p> <p>Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied and is parked within the boundaries of your home.</p> <p>Loss or damage resulting from theft or attempted theft by you.</p>
<p>5 Malicious damage.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Loss or damage caused by you.</p> <p>Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the buildings or contents are damaged by the same cause at the same time.</p>
<p>6 Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Loss of metered water.</p> <p>Loss or damage caused by the failure or lack of appropriate sealant and/or grout.</p> <p>The cost to repair your water tanks, fish tanks, apparatus or pipes or fixed heating installations.</p>
<p>7 Storm or flood.</p>	<p>Loss or damage caused by a weather event that does not meet the definition of storm as set out in the meaning of words.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage in cellars and basements due to a rise in the water table.</p> <p>Anything which happens gradually</p> <p>Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>
<p>8 Riot, civil commotion, strikes or labour disturbances.</p>	
<p>9 a Oil leaking from any fixed heating installation at your home. b Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.</p>	<p>Damage caused to the installation.</p> <p>Loss of oil.</p>
<p>10 Subsidence or heave of the site on which your home stands, or landslip</p>	<p>Landslip caused by the coast being worn away.</p> <p>Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time.</p> <p>Damage within 10 years of construction caused by structures bedding down or made-up ground settling.</p>

What is covered	What is not covered
<p>11 Accidental damage (your schedule will show cover as accidental damage if this Event is insured by your policy).</p>	<p>The exclusions that apply to Events 1 to 10 on pages 14 and 15 also apply to Event 11.</p> <ul style="list-style-type: none"> • Contents not inside your home. • Contact lenses. • Money. • Food in freezers and fridges. • Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction. • Loss or damage caused by wear and tear other than loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container. • Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation. • Loss or damage caused by electronic, electrical or mechanical breakdown or failure. • Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording. • Loss or damage arising from the malicious erasure, distortion or misfiling of any software, data or files. • Loss or damage caused by faulty design, faulty plan, specification, materials or workmanship. • Loss or damage which happens gradually, or loss of value. • Loss or damage caused by overwinding and damage to the inside of watches or clocks. • Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals. • Loss or damage to portable hot tubs whilst being installed or moved • Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations. • Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
<p>We will also insure you for the following:</p>	
<p>12 Audio and Visual equipment (your schedule will show as accidental damage if this Event is insured by your policy). We will pay for accidental damage to television sets, DVD players, video and DVD recorders and other audio equipment and home computers in your home.</p>	<p>Items designed to be portable, including portable computers, mobile/smart/android/phones, laptops, iPhones/iPads/iPods and tablets. Damage to discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files. Electronic, electrical or mechanical breakdown or failure. Wear and tear. Damage caused during repair, alteration or from an item being operated incorrectly. Damage caused by domestic animals.</p>
<p>13 Accidental breakage of mirrors or glass (your schedule will show as accidental damage if this Event is insured by your policy). We will pay for accidental breakage of mirrors, fixed glass in furniture, cooking hobs and oven doors while in your home.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. If no equivalent part is available the most we will pay is £250.</p>
<p>14 Loss or theft of keys We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within your home if the keys are stolen or accidentally lost.</p>	

What is covered	What is not covered
<p>15 Loss of oil and metered water We will pay for loss of oil or metered water due to your domestic water or fixed heating installations being damaged.</p>	<p>Any amount over £750.</p>
<p>16 Alternative Accommodation and Loss of Rent Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if your home cannot be lived in because of an insured event, but only for the time needed to repair your home. We will also pay for the necessary cost of temporarily storing the contents.</p>	<p>Any amount over 15% of the sum insured by this section, as shown in your schedule.</p>
<p>17a Personal Liability and Liability because you live in the home We will pay all amounts you legally have to pay:</p> <ul style="list-style-type: none"> – as a private individual while in and away from your home; – because you live in the home; – whilst you live in the territories shown in General Exclusion 1 of this policy during any journey or temporary visit to any country in the world in which you do not own a property; <p>in respect of:</p> <ul style="list-style-type: none"> • compensation and claimant’s costs and expenses; and • legal costs and expenses you pay with our written permission in connection with defending any claim; arising from accidental: <ul style="list-style-type: none"> i injury to any person; ii loss of or damage to property. <p>If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.</p>	<ol style="list-style-type: none"> 1 Any amount over £2,000,000 for all compensation and claimant’s costs and expenses for any one claim or series of claims arising out of any one Event. 2 Liability you have under any agreement unless you would have the same liability if the agreement did not exist. 3 Liability which is insured by or would be insured by any other policy if this section did not exist. 4 Liability arising directly or indirectly out of your job, business, trade or profession. 5 Liability if you are injured. 6 Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages. 7 Liability for loss of or damage to any property belonging to you or in your charge or control unless this is covered under Event 17b. 8 Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under Event 17d. 9 Liability for loss, damage or injury caused by or arising out of the following: <ol style="list-style-type: none"> a You owning, possessing, or using (other than as a passenger): <ul style="list-style-type: none"> • any mechanically or wind propelled or assisted vehicle including a trailer attached to a vehicle other than: <ul style="list-style-type: none"> – any pedal cycles or – any self-propelled golf trolleys, pedestrian-controlled or ride-on garden tools which are not required to be registered for road use. • aircraft including drones; • hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to you for no more than 12 hours and which is under 18 feet long and cannot travel faster than 17 knots). b You owning, possessing or using a dangerous animal or a specially-controlled dog, as described in the Dangerous Dogs Act 1991. c Using any horse for hunting, racing or polo. d Any passenger lift which you are responsible for maintaining. e You being a tenant or living on any land or in any building other than your home, other than for Events 17b and 17c.
<p>17b Temporary accommodation Liability noted under Event 17 whilst you are living in temporary accommodation for no more than two months.</p>	<p>Exclusions shown under Event 17a.</p>

What is covered

17c Tenant's liability

We will pay all amounts which **you** are responsible for as tenant as stated in the tenancy agreement and not as owner for the following.

- i Loss of or damage to **your home** directly caused by:
 - fire, lightning, explosion, earthquake, aircraft, **storm** or flood;
 - bursting, leaking or overflowing water tanks, apparatus or pipes;
 - oil leaking from any fixed heating installation;
 - theft or attempted theft;
 - television, satellite and radio receiving aerial fittings, solar panels, wind turbines and masts breaking or collapsing; or
 - smoke.
- ii **We** will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of **your home**.
- iii **We** will pay for **accidental damage** to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from **your home** to the public supply.

17d Employers' liability

We will pay all amounts **you** are liable for if any employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with **your home** or private household. Exclusions 1, 6, 7 and 8 of Event 17a and General Exclusion 2 of this policy will not apply to this Event.

17e Unpaid court judgements

If **you** get a judgement from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation and claimant's costs and expenses for **injury** or loss of or damage to property against any company or individual based in the countries named above and that judgement is not paid for more than three months, **we** will pay **you** the amount of unpaid compensation or costs.

We will only do this if:

- this section would have applied had the award been made against **you** rather than to **you**;
- there is no appeal outstanding;

If **we** make a payment under this Event **you** or **your** personal representatives must transfer the rights of recovery under the judgement to **us**.

What is not covered

Exclusions shown under Event 17a.

Loss or damage which happens while **your home** is left **unfurnished** or **unoccupied**.

Any amount over 10% of the **sum insured** by this section as shown in **your schedule**.

Loss or damage caused by frost, **landslip**, **subsidence** or **heave**.

Anything which happens gradually in respect of damage by smoke.

Exclusions shown under Event 17a (apart from exclusion 1)

Any amount over £10,000,000, for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.

Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle if **you** need insurance under the Road Traffic Act.

Exclusions shown under Event 17a.

Liability if the person owing **you** money is also insured by this policy.

Contents Limits

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

- 1a** 10% of the **sum insured** by the Contents section for **valuables** not insured under **personal possessions**; or
- 1b** Any greater limit for **valuables** within **contents**, specifically noted on **your** current **schedule**.
- 2a** 5% of the **sum insured** by the Contents section for any **valuables** item or collection; or
- 2b** Any greater limit for specific **valuables** items within **contents** noted on **your** current **schedule**.

How we settle claims

(See also General Exclusions and General Conditions)

If the loss or damage is to items other than clothing and household linen and is covered by this insurance, **we** will agree with **you** whether to:

- arrange for repair or replacement using one of **our** suppliers; or
- pay the cost of repair or replacement; or
- make a cash payment.

We will repair or replace the damaged items without taking off an amount for wear and tear or loss of value, as long as the **sum insured** will cover the full replacement value of **your contents** as new. If the **sum insured** will not cover the replacement value of **your contents** as new, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the items are not replaced, the amount **we** will pay will be based on the market value of the items on the date the loss happened. (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition.)

Repairs completed by **our** approved suppliers as a result of a claim covered by this insurance, are guaranteed for 12 months.

If the loss or damage is to clothing and household linen:

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

We will also pay to remove debris.

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

Selling your home

For the period that **you** are moving to a new permanent address the **contents** cover can be extended to include **contents** in **your** new **home**, providing **you** have advised **us** in advance.

Evidence of Value

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

Matching sets and suites

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

If the damaged parts cannot be matched or replaced **we** will pay up to 50% towards the replacement of the undamaged parts.

Sum insured

The **sum insured** **you** choose must be equal to the full value of the **contents** insured. **We** will not pay more than the **sum insured** for loss or damage to the **contents** by any of the Events 1 to 14.

Index linking

Where **your contents sum insured** is a figure other than £10,000 or £30,000, as shown in **your** policy **schedule**, this **sum insured** will change each month in accordance with the Consumer Price Index (or another suitable index **we** decide upon).

Personal Possessions

The meaning of words

Endorsement – Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess – The amount **you** have to pay if **you** make a claim. The **excess** amounts are shown in **your schedule**.

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

Injury – Bodily injury, death, disease, illness or shock.

Money – Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, travellers' cheques, gift vouchers (subject to proof of purchase or ownership), premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which **you** own or are responsible for that are used for social or domestic purposes.

Pedal Cycle(s) – pedal cycles including motorised or power assisted pedal cycles which are not legally required to be registered in the UK for road use.

Period of Insurance – The period that **you** are covered as shown on **your schedule**.

Personal possessions – Private property and personal items **you** normally wear or carry (including sports equipment) and mobility scooters (that are not registered for road use), which **you** own or for which **you** are responsible, but not including:

- items with an individual value of more than £1,000 (unless these items are specified on **your policy schedule**);
- **pedal cycles** with an individual value over £1,000 (unless the **pedal cycles** are specified on **your policy schedule**);
- vehicles (or their parts), watercraft, aircraft, musical instruments used professionally or semi-professionally, domestic appliances, furniture, furnishings and household goods or equipment or goods used in connection with **your** occupation, business, trade or profession.

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

Sum insured – The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or any **endorsement**.

Your home – The private residence and gardens at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence.

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

What is covered

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

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

What is not covered

- The total of the compulsory and voluntary **excess** figures (as shown in **your policy schedule**) for each insured Event.
- Loss, damage, **injury** or liability shown in the General Exclusions.
- Loss or damage caused by wear and tear, other than loss of or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container.
- Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.
- Loss or damage caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.
- Loss or damage caused by gradual deterioration or loss of value.
- Loss or damage caused by overwinding and damage to the inside of watches or clocks.
- Loss or damage to musical instruments caused by atmospheric conditions or very hot or very cold temperatures.
- Breakage of musical instrument strings or reeds.
- Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. **Personal possessions** must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.
- Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied.
- Theft of **pedal cycle** accessories unless stolen with the cycle.
- Loss of or damage to skiing or underwater equipment while **you** are using it.
- Theft of a **pedal cycle** unless a locking device is used to secure the cycle to an immovable object when it is left unattended other than at **your home**.
Loss or damage resulting from theft or attempted theft by **you**.
- Loss of or damage to sports equipment whilst in use.
- Loss or damage to audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source.
- Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.
- **Money**.

Index linking

We will change the **sums insured** each month according to the Consumer Price Index (or some other suitable index **we** decide to use).

We will not charge extra premiums on any index linking adjustments during the **period of insurance**. **We** will work out the renewal premium on the **sum insured** which applies on the first day of the renewal month.

How we settle claims

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

The most **we** will pay for each item insured by this section is the **sum insured** shown in **your schedule** against that item.

Evidence of Value

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

General Exclusions

The following exclusions apply to the whole policy in addition to the exclusions listed under what is not covered under the relevant sections.

The policy does not cover the following:

1 Geographical limits

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

2 War

Damage, liability, death, **injury**, disability or any loss caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Radioactive contamination

Damage to any property, any legal liability or any loss directly or indirectly caused by:

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

4 Sonic bangs

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

5 Pollution or contamination

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

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

6 Market value

Any loss of market value after an item is repaired or replaced (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition).

7 Date recognition and computer viruses

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to **you** or not, failing at any time, due to:

- the failure to correctly recognize, accept, respond to, retrieve, retain or process any data representing date or part of a date, time; or
- computer viruses.

Electronic equipment includes:

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

8 Terrorism

We will not cover loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. For the purpose of this exclusion an act of terrorism means:

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

9 Agreements and contracts

Loss, damage or liability arising out of or as a result of any agreement or contract **you** have entered in to.

10 Pre-existing damage

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

11 Gradual damage

Loss or damage caused by anything that happens gradually.

12 Confiscation

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

13 Wilful acts

Loss or damage caused by **your** wilful act.

14 Illegal Activity

Any direct or indirect loss or damage to **your Home** or its **Contents** as a result of the property being used for illegal activities.

General Conditions

The following conditions apply to the whole policy.

1 Premium

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

If the premium for this policy is paid by instalments and in the event **you** fail to pay one or more instalments, whether in full or in part, **we** may cancel the policy by giving **you** 14 days notice in writing sent to **your** last known address.

2 Taking care of your home

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

3 Claims

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

- Tell **us** at **your** first opportunity about the event and give **us** any information relevant to the claim **we** may need.
- Tell the police about any damage caused by theft or attempted theft or if any property is lost outside **your home**.
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**.
- Carry out and allow **us** to take any action **we** need to prevent more damage.
- Tell **us** at **your** first opportunity about any prosecution, inquest or enquiry connected with any **injury** or damage.
- Allow **us** to have total control to carry out, defend and settle any claim;
- take proceedings in **your** name or in the name of any other person claiming under this insurance, at **our** own expense and for **our** own benefit to recover any payment **we** have made.

You or any other person must not, without **our** permission:

- negotiate or admit responsibility; or
- make any offer, promise or payment; or
- make **your** own arrangements for repair or replacement.

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

4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any plans, documents, books and information **we** ask for. **We** will always try to repair or replace the property as it was. If **we** cannot **we** will repair or replace the item with the nearest equivalent item, but this may not be the same brand. The most **we** will pay for any one item is the **sum insured**.

5 Other insurances

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

6 Reflection Period (applicable to new policies and renewals)

You or **your Insurance broker** may cancel this policy within 14 days of the date **you** receive it. **You** can do this by contacting the **Insurance broker** through whom **you** arranged this Insurance. If **you** choose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will only charge a pro-rata premium plus £15 to cover **our** operational costs which is subject to minimum amount payable of £25 plus Insurance Premium Tax at the prevailing rate, except where an incident has occurred that has reached the **sum insured** under the **buildings** or **contents** section, in which case the full annual premium will be payable to **us**.

7 Cancellation (outside the Reflection Period)

We or **your Insurance broker** may cancel this policy by giving **you** seven days notice in writing to **your** last known address. If this happens **we** will refund the part of the premium that **you** have not yet used.

We or **your Insurance broker** may cancel your policy where there are serious grounds to do so, includes but not limited to:

- failure to meet the terms and conditions of this policy;
- where **you** are required in accordance with the terms of **your** policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- changes to **your** policy details or circumstances that **we** do not cover under **our** policy; or

General Conditions (continued)

- use of threatening or abusive behaviour or language, or intimidation or harassment of **our** staff or suppliers.

We or **your Insurance broker** may cancel **your** policy immediately if:

- **we** identify misrepresentation or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- **we** identify **your** involvement in or association with insurance fraud and/or financial crime.

If a claim has been made or misrepresentation, fraud or financial crime identified, **we** will cancel **your** cover but may not refund any premium.

You may cancel this policy by contacting **your Insurance broker**. If **you** cancel the policy outside the reflection period, **we** will provide a pro-rata refund based on the annual premium payable less a £10 charge plus Insurance Premium Tax, as long as **you** have not claimed during the current **period of insurance**. Where an incident has occurred which may give rise to a claim, the full annual premium will be payable to **us**. If the amount due when **you** cancel the policy is more than the amount **you** have paid, **you** must pay the difference.

8 Misrepresentation

If **you** or anyone representing **you**:

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favorable terms;
- Provides **us** with false documents;
- Makes a fraudulent payment by bank account and/or card;

We may:

- Agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or void **your** policy (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified **we** will:

- Not return any premium paid by **you**.
- Recover from **you** any costs **we** have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims Fraud

If **you** or anyone representing **you**:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your** policy from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

9 Arbitration

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

10 Rights of Parties

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

11 Law applying to the Contract

Unless **we** agree otherwise:

- a the language of the policy and all communications relating to it will be English; and
- b the laws of England and Wales will apply to this contract of insurance.

General Conditions (continued)

12 Changing your details

You must tell **us** at **your** first opportunity about any changes that may affect **your** policy cover. If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the policy. Here are the changes **you** should tell **us** about:

- **You** changing **your** insured address
- **You** change **your** name
- **You** changing occupation/s or the trade in which **you** work
- If the property is used for business and the type of business use
- If the property is no longer **your** main residence
- If the property is let or sublet or if there are paying lodgers
- If the number of consecutive days the property is **unoccupied** increases
- **You** being convicted of a criminal offence (other than motoring offences)
- Where **you** have buildings insurance with **us**; if the full rebuilding cost of **your** property should change for example by fitting double glazed windows in place of single glazed windows
- Where **you** have contents/personal possessions insurance with **us**; if the values or items to be insured changes
- If there is any building work at **your home** or work to commence
- If the type of locks or alarm should change and if **you** no longer have an alarm maintenance contract in force
- If the property is no longer self-contained or does not have its own lockable entrance
- The property is not in a good state of repair

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy, the change will be subject to an admin charge of £10 plus Insurance Premium Tax.

You will be informed of any revised premium or terms and asked to agree before any change is made. **We** will not refund or charge amounts less than £15 plus Insurance Premium Tax. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with the provisions of General Condition 7.

Complaints Procedure

Our aim is to get it right first time, every time. If **you** have a complaint, **we** will try to resolve it straight away but if can't **we** will confirm to **you** the receipt of **your** complaint within five working days. If **we** cannot resolve it within this time **we** will provide **you** with fortnightly updates on the current status of **your** complaint.

If **we** are unable to resolve the problem, **we** will provide **you** with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

If **you** have a complaint about **buildings, contents** or **personal possessions** contact **our** customer satisfaction manager at:

The Customer Care Department
Highway Insurance
69 Park Lane
Croydon
Surrey
CR9 1BG

Phone: 0800 633 5386 For Text Phone please dial 18001 first.

Email: customercare@highway-insurance.co.uk

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

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

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote **our** e-mail address: customercare@highway-insurance.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.



To make a claim call

0800 681 6367



If you have a domestic emergency call

0800 633 5423

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