



# **House Guard Policy**

Save these details in case you need to make a claim

Report online 24/7 at ageas.co.uk/claims or in an emergency call 24/7 on 0345 122 3019



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### Welcome

Thanks for buying home insurance with Ageas. We're one of the UK's largest insurers, protecting millions of people and businesses across the country, so you can have peace of mind that you're in safe hands.

This policy document, along with your policy schedule and statement of insurance, make up your agreement with us. It is important that you read them carefully and make sure it's the right home insurance policy for you.

If there are any changes to your circumstances or anything is incorrect, do let us know as soon as possible, as they could affect your cover. You can see a list of the kind of things we need to hear about on page 62.

This document tells you what is and isn't covered by your home insurance policy. We've tried to make it as clear as possible when your policy will cover you and when it won't. But if anything's not clear to you, please call the insurance provider who sold you your policy.

Hopefully, you'll never need us, but if you do make a claim, we promise to deal with it as quickly as possible, leaving you one less thing to worry about.

Thanks again for choosing Ageas.

# Your policy in a nutshell

We've designed our home insurance policy to cover you against the unexpected. However, like all insurance policies, there are limits to what we'll cover and what we won't.

Here's a brief overview of the main things that your policy will pay out for. You'll find the full details later in this document.



Some of the main reasons

customers make a claim on their contents insurance include:

• Their home has been burgled.

Their carpets, electrical goods

or freezer food have been

For full details of cover provided

accidentally damaged.

go to page 27.

Some of the main reasons customers make a claim on their buildings insurance include:

- Their property has been damaged by a storm, a fire or leaking water.
- The fixtures and fittings in the property, such as bathrooms, kitchens and windows, have been damaged.

For full details of cover provided go to page 17.

Some of the main reasons we won't pay a claim are:

- The damage is due to general wear and tear, poor design or workmanship.
- The damage is caused by the failure or lack of grouting or sealant.
- The damage is caused by water overflowing, as a result of taps being left on in your home but you haven't added optional accidental damage cover to your policy.
- The claim is for accidental damage to a carpet, but you haven't added the optional accidental damage cover to your policy.
- The claim is for personal belongings that were lost, stolen or damaged away from home, but you haven't added the optional personal belongings cover to your policy.
- The maximum claim limits shown in the policy schedule are not enough to replace your property and belongings as new.
- The value of the claim is less than the excess shown in your policy schedule.
- The damage happened during bad weather but the weather in the location at the time did not meet the criteria for storm refer to page 18 for full definition of storm.

#### Wear & tear

Almost everything in your home will suffer from general wear and tear over time and damage due to this is not covered by your policy.

You can extend the lifetime of your property and your belongings inside it by taking care of them and maintaining them. So, for example, from time to time it would be worth having your roof checked for missing or cracked tiles and making sure any exposed pipework is insulated to protect against freezing.

If you look after your property and something unexpected happens, that's when your insurance should be there to help. However, if for example, your roof leaks because you haven't looked after it, that's when we may not be able to pay a claim.

# Making sense of your policy

We've tried to make this document as easy to use and understand as possible. However, there are still a handful of words and phrases that you may not be familiar with. We've explained these where we use them in the document.

Some words also have a technical meaning, so while they may sound straight forward, they have a very specific meaning when we mention them in your policy. We've defined all those words below, and these definitions apply wherever we use those words in the rest of the document.

Just to be clear, if we use the words: Ageas, we, our or us – then we're talking about Ageas Insurance Limited, except in the Legal Expenses Cover section (on page 49), where we're talking about our partner ARAG.

Finally, where we use the word: you or your – we're talking about the people named on the policy schedule.

#### **Buildings**

When we use the word buildings, we mean:

- the structure of your home, including any fixtures and fittings
- any garages and outbuildings, such as sheds or greenhouses
- garden walls, gates and fences, paths, drives, patios and decking
- permanent swimming pools (made of brick, stone, or concrete), hard tennis courts, solar panels, ornamental ponds and fixed hot tubs
- permanently fitted fuel storage tanks, septic tanks, wind turbines and heat pumps for ground/air source heating systems
- fixed electric vehicle charging points.

Buildings doesn't include:

- any structure that's not designed to be permanent, such as tents and gazebos
- land, flowerbeds, hedges, lawns (including artificial lawns), plants, shrubs, trees or natural ponds
- anything used for trade or business purposes

#### Contents

When we use the word contents, we mean:

• any items that you or your family own or are responsible for including carpets and floating laminate flooring.

Contents doesn't include:

- motor vehicles, aircraft, gliders, hang gliders, microlights or any parts or accessories except motorbike clothing and helmets
- drones that are not designed to be used as a toy or any parts or accessories
- caravans, motor or sail boats or any parts or accessories
- animals, birds and fish
- interior decorations in your home
- business equipment apart from home office equipment. By home office equipment we mean office equipment and furniture related to any administrative and clerical activities undertaken at your home.

#### Family

When we use the word family, we mean anyone who permanently lives with you but isn't a lodger or other paying guest.

#### Home

When we use the word home, we mean the property, including any garages and outbuildings, at the address which you've insured.

# Making sense of your policy continued

#### Money

When we use the word money, we don't just mean cash. We also mean cheques, charge, credit, debit, gift and cash cards, vouchers, traveller's cheques, travel tickets, postal orders, unused current postage stamps, as well as any current payment stamp for a utility provider, such as a gas or electricity supplier. We don't mean virtual or crypto currencies. We won't cover any of these items if they're used for business purposes.

#### **Motor Vehicle**

When we use the words 'motor vehicle' we mean any mechanically or electrically propelled or assisted vehicle, whether designed for road use or not but this doesn't include:

- Domestic garden machinery that isn't required to be taxed for use on a public road.
- Electrically assisted bicycles that can be used on a public road without a licence and cannot be propelled by the motor when travelling at more than 15.5mph.
- Golf trolleys that are controlled by someone on foot.
- Motorised model or toy vehicles that cannot go over 8mph.
- Powered wheelchairs and mobility carriages that are not required to be registered with DVLA for use on a public road.

#### **Policy schedule**

This is a document that you will have been given when you set up your policy. It contains all the specific details of your policy cover, including the maximum claim limits, excesses, endorsements and the dates when the policy starts and ends. It will also include the address of the property that is insured and whether any of the optional elements of cover are included or not. We'll issue you a new policy schedule each time you renew, or if we change your policy.

#### **Professional Customer Representative**

An individual or company acting in a professional or business capacity and may include, for example, claims management companies or loss assessors but would not include a person acting in a private capacity, for example, a relative.

#### Unoccupied

By unoccupied, we mean that your home hasn't been or won't be lived in for more than 60 days in a row, or doesn't contain enough furniture, cooking, washing or bathing facilities to be lived in. Regular visits to the home, or occasional overnight stays would not count as a break in this period. If you're planning on being away for more than 60 days in a row, please let us know. Just to be clear, when we use the word 'unoccupied' under What's not covered, we will apply this from the first day of when you plan to be away from your home. If you are unable to be at your home due to unforeseen or unexpected circumstances, we will apply this from day 61. Certain parts of your cover won't be valid, even if the damage or loss you're claiming for takes place in the first 60 days while you're away.

# Guide to making a claim on your buildings or contents insurance

#### 1 Before you call us

Check your policy booklet and policy schedule to make sure you are covered and check your excess.

If something's been stolen, or your property has been damaged by a riot or vandalism, you must start by calling the Police. And please make sure you get a crime reference number. Try and make every effort to get something back if it's been lost, for example, by calling lost property at the place where it was left.

It's important that you don't throw away any damaged items until we say so.

Unless in the case of emergency, please do not carry out any repairs or replace any items without us agreeing to this first.

Finally, don't negotiate or settle any claims made against you, unless we've written to you to say you can.

# Report online 24/7 at

### ageas.co.uk/claims

#### or in an emergency call us 24/7 on

### 0345 122 3019

Alternatively call us on **0345 122 3019** 8am-8pm Monday to Friday and Saturday 9am-5pm excluding public holidays to report a claim if you are unable to report online.

For updates on your ongoing claim, log into the Claims hub at **www.ageas.co.uk/claims/home-insurance/** 

If you're making a claim on your Section H: Legal Expenses Insurance, please call ARAG on **0345 120 8415**.

# Guide to making a claim on your buildings or contents insurance *continued*

### 2 How we'll handle your claim

If your claim is an emergency, and something needs urgently repairing, we'll arrange for one of our approved partners to contact you as soon as possible. For non-emergencies, we'll still make sure a repairer calls within 24 hours.

For any claim that is made you will need to be able to prove that an insured incident covered by this policy has occurred. Proof could be a police report, photographic or actual evidence of the loss or damage you have suffered.

You'll need to provide details of everything that's been lost, stolen or damaged, and we may ask for receipts or proof of purchase. In some cases we may also require a recent valuation.

You must provide all reasonable assistance to us during the handling of your claim.

If we approve your claim, we'll ask you to pay the excess. We'll then repair or replace your damaged, lost, or stolen items, or rebuild your property, depending on the type of claim. Alternatively, we may make you a cash offer. We'll decide which way of paying your claim is most appropriate.

If we suggest a repair, rebuild or replacement, we may offer to use one of our own partners. However, if you wish to use someone else you're free to do so, but if this is more expensive than the rate we can get from one of our partners, we won't pay for the extra cost. All repairs carried out by one of our partners are guaranteed for at least 12 months.

If we decide not to repair, rebuild, or replace the buildings or contents that you're claiming for, we'll offer to make you a cash payment. We work out the offer by calculating the loss in value of your buildings or contents, as well as the estimated cost of repairing or replacing them. We'll then offer you the lower of these two amounts.

You'll need to let us negotiate, defend, or settle any disputes or claims on your behalf. You'll also need to let us take legal action in your name to get back any payment we've made under this policy.

#### What is the excess and how does it work?

The excess is the amount that you'll have to pay towards any claim you make. Your excess amount will be taken off after any claim limit as shown on your policy schedule has been applied. For example, if you make a claim for £1,000 and have an excess of £100 on your policy, we'd only pay you £900.

There are different excesses for different parts of your home insurance policy. You'll find the details of these in the policy schedule, which was sent to you when you bought your policy. In some cases, we don't apply an excess. We'll tell you where that's the case at the relevant part in the policy.

If you need to claim on more than one part of your buildings or contents policy for the same event, we'll only make you pay one excess. This will be the highest excess that applies to the parts of your policy that you're claiming under.

# Guide to making a claim on your buildings or contents insurance *continued*

#### **Professional Customer Representatives**

You must contact us before appointing a professional customer representative to act on your behalf to deal with a claim and you must not assign or transfer your policy or any right or obligation under your policy to any third party, including a professional customer representative, without our prior express written consent.

We will not deal with a professional customer representative unless they are authorised and regulated by the Financial Conduct Authority (FCA). You can check the Financial Services Register online at **www.fca.org.uk/register** to find details of your professional customer representative.

We will always retain the right to communicate directly with you, even if you have appointed a professional customer representative. We will not continue dealing with a professional customer representative and instead only deal with you directly if:

- the professional customer representative's behaviour is unreasonable
- the negotiations regarding settlement are not concluded within a reasonable time frame
- there is no reasonable prospect of a settlement being concluded in line with the policy within a reasonable time frame

If a professional customer representative ceases to engage with us, or causes unreasonable delays to the claim, we will revert to you to progress/conclude matters. We retain the right to appoint loss adjusters or other experts, inspect damage and arrange for repair or replacement.

We retain the right to pay any claim settlement directly to you even if you instruct a professional customer representative. We may at our discretion agree to pay the claim settlement to the professional customer representative if you ask us to. If we do this, we will have paid your claim in full, and will not be responsible for the work carried out by the professional customer representative, or whoever they appoint, and will not be liable for any further costs associated with that work.

If you or your professional customer representative do not follow our claim conditions, and this negatively affects our position we may reject your claim or be unable to deal with it, or we may not pay your claim in full.

# **Claim limits on your policy**

The maximum your policy will pay depends on the type of claim you're making. When you bought your policy, you agreed the overall amount of cover for each type of claim, what we call your maximum claim limit. Remember, though, there are also other smaller limits for things such as bicycles, mobile phones, money, and contents in the open. Check your Policy Schedule for details. Some other types of claims also fall outside of the maximum claim limit. For example, claims for alternative accommodation won't count towards this. You can find all the limits that apply by checking your Policy Schedule.

It's really important that you've got the right amount of cover in place for your needs. If you've not taken out enough cover to rebuild your property and replace your contents and belongings as new, this may impact how much we pay for a claim.

Please read the details on these pages carefully and if you're in any doubt that you don't have enough cover, please contact your provider.

You must insure all your buildings for the full cost to rebuild them completely if they were to be destroyed; this is not the same as the market or sale value, and may be higher. Please ensure that your maximum claim limits shown on your Policy Schedule are enough to replace buildings, contents, and other items of property for which you've taken out insurance, in full.

To help work out the rebuild cost of your buildings, visit the Building Cost Information Service at **abi.bcis.co.uk**, provided by the Royal Institution of Chartered Surveyors, where you'll find a free to use calculator.

The rebuild cost should include not just the costs of rebuilding your buildings to current Building Regulation and planning requirements, but also consider things like the cost of demolition, removing debris, and any professional fees, such as architects, engineers, and surveyors.

Remember, this is only a guide, you must ensure that any special features of your property (eg hard landscaping, outbuildings, decorative finishes, listed status, or conservation area) are taken into consideration.

To work out the value of your contents, list them and calculate what it would cost to replace them as new with the same quality and specification. Don't forget you'll also need to do the same for items you have specified as Valuables or Personal Belongings and items insured under the Everyday personal belongings and Bicycle sections.

# Keeping up with inflation

If you've requested a specific value for the rebuild cost of your buildings, or for the value of all your contents or other items of property insured under your policy, we'll review this every year if you renew your policy with us. However, it's still your responsibility to make sure the cover limits are enough to rebuild your property and replace your contents and belongings as new. If the cover limits were originally enough but become inadequate at any renewal of your policy, we may apply the same remedies set out above, but with effect from the renewal date rather than the date that your policy started.

For the Contents section of your policy, any changes we will automatically make to your claim limits will be based on the Consumer Durables Index provided by the Office for National Statistics.

For the Buildings section, we'll base any change we automatically make to your claim limits on the House Rebuilding Cost Index.

We'll only reduce your claim limits if you ask us to.

# **Claim limits on your policy** continued

#### What we'll do if your claim limits aren't enough

If you make a claim and we discover that you didn't have enough cover, there are a number of different ways that we can handle your case.

If your claim limits are less than the rebuild or replacement costs (calculated as at the start of any relevant period of insurance or, if later, at the date when you ask us to change your claim limits), you may not receive the full amount of any claim you may make. In some circumstances, you may find yourself without any cover at all.

- If you're deliberately or recklessly untruthful in what you tell us about the amount it'll cost to rebuild or replace your buildings, contents, or other items of property insured, then we won't pay any claim and we may treat your policy as if it hadn't existed;
- If you're careless about what you tell us about the amount it'll cost to rebuild or replace your buildings, contents, or other items of property insured, and had we known the real values, we wouldn't have insured you, then we won't pay any claim and we may treat your policy as if it hadn't existed;
- In other circumstances we may proportionately reduce the amount which we would've settled your claim for to reflect the fact that you're under-insured.

Where we proportionately reduce the claim settlement amount, we'll use one of the following ways to calculate the amount of the reduction:

• If we are able to calculate a premium for the true details of the risk we will compare, as a percentage, the premium we actually charged you for the section of the policy which covers the damaged property, with what we would've charged you, if we had known the true value of the property insured and would still have offered you insurance. In this case we will only pay that percentage of the amount that would have been payable if you had paid the full premium.

For example, if you bought £50,000 of cover for your contents, but they're worth £100,000 to replace as new, we'll calculate how much you would've had to pay us to cover you for the full amount. If you were

paying £300 a year for your contents cover, and we calculate that you would need to have paid £500 a year for the level of cover you needed, we'd calculate that £300 is 60% of £500 and we would only pay 60% of the claim settlement value for your contents. This would also apply if you were making a claim which was below the maximum claim limit. So, if you made a claim for damage of £50,000 following a fire, we'd only pay £30,000 in this example. The most we'll ever pay will be the maximum claim limits shown in your Policy Schedule.

• If we are unable to calculate a premium because the actual cost of rebuilding or replacing your buildings or contents or other property means that we could not offer cover, we will compare the relevant claim limit with the actual cost of rebuilding or replacing your buildings, contents, or other property insured, as a percentage and pay only that percentage of the claim under that section of your policy where you are underinsured.

For example, if you have buildings that would actually cost £2,000,000 to rebuild but you have only insured them for £1,000,000, then the buildings are only insured for 50% of their value. If you need to make a claim, then the most we would pay is 50% of the loss under the Buildings section of the policy (section A). So, if a fire caused £1,500,000 of damage to the buildings, the most we'd pay is £1,500,000 x 50% = £750,000. This would also apply if you were making a claim which was below the maximum claim limit. So, if you made a claim for damage to your buildings of £50,000, we would only pay £25,000 in this example. The most we'll ever pay will be the maximum claim limits shown in your Policy Schedule.

For this reason, it's really important you tell us about any changes to your property, or any increase in value of your belongings.

# **Claim limits on your policy** continued

#### **Your valuables**

The maximum we'll pay for claims relating to your valuable items is different to the maximum we'll pay for other claims. By valuables, we mean jewellery, works of art, collectors' items, ornaments, precious stones and anything made from gold, silver, platinum or palladium. We also mean clocks, watches, musical instruments, photographic equipment, binoculars, telescopes, furs and guns.

If you have any valuable items worth more than £2,500, you need to tell us about them so they can be listed on the policy. We won't pay more than £2,500 for any valuable item that you've not told us about.

We strongly recommend that you regularly review the value of any valuable items, especially those nearing the £2,500 limit. If the value of any valuable item that you've told us about has changed, then you must let us know.

#### Matching sets & suites

We treat each separate item of a matching pair, set or suite of furniture, soft furnishings, bathroom suite or other fixtures and fittings as a single item. If an item that's part of a matching set or suite is damaged, we'll aim to repair it or provide an identical replacement. However, if it's not possible to provide a suitable repair or replacement, we'll only pay for the damaged item. Just to be clear, we'll not make any contribution for undamaged items that are part of a set or suite.

If an item in a matching set or suite is lost or damaged, the undamaged matching items may lose some value even if they haven't been lost or damaged themselves. This loss of value is not covered by your policy.

#### Matching floor coverings

If you've got a matching carpet or other floor covering in more than one room or area of your home, and this is separated by a visible break, then we'll treat each room or area as separate. By break, we mean anything used to join or divide carpets and flooring, for instance door bars, floor strips, transition strips and thresholds. We'll only pay for the damage to the carpet or floor covering in the room or area where the damage happened. For example, if a lounge and dining room were separated by an open archway and there was a break between two matching carpets, if only the lounge carpet was damaged, we wouldn't pay for the matching dining room carpet.

# Matching sets of jewellery & other items

We treat pairs or sets of anything apart from bathroom, kitchen, and furniture suites, as one item. So, for example, if your bag of golf clubs was stolen, we'd treat these as one item, and would only pay up to the maximum claim limit for a single item to replace the entire set. Similarly, if you lost a pair of earrings, we'd treat the pair as one single item.

# **Always tell the truth**

It's really important that you're honest with us when you're buying a policy or making a claim. Providing wrong, incomplete, exaggerated or misleading information that you know could either help you gain financially, or us suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

If we do find that you or anyone acting on your behalf has defrauded us, we may cancel or void your policy, refuse to pay claims and will not refund any premium. If we void your policy, this means we'd treat you as though the policy had never been issued, and make you repay any money we've already paid out for any previous or existing claims.

We might also refuse to pay a claim or make you repay any money we've already paid out in claims where fraud has occurred. This is explained again in the section What your policy does & doesn't cover on page 16.

We'll also tell other insurers and anti-fraud databases, which could affect your ability to get access to insurance and other financial services in the future. We may also let the Police know, who may choose to bring charges against you that could ultimately result in a prosecution.

So please do make sure that you're always honest with us. This way we can pay any claims you make and keep the cost of our insurance down for all our customers.

# **CheatLine**

The Insurance Fraud Bureau's Cheatline is independent to us and is a free and confidential way for anyone to report insurance fraud.

Each month, around 500 reports are received via either the free-phone number, which is powered by Crimestoppers, or through the online form.

Information submitted to the Cheatline complements the wide array of data from the insurance industry and other agencies, giving us a unique insight into organised insurance fraud in the UK. Together, this information helps us identify fraudsters and work with others to bring them to justice, as well as help insurers avoid having to pay out fraudulent claims.

### 0800 422 0421

insurancefraudbureau.org/cheatline

# **Our telephone advice lines**

As part of your policy, we offer a number of telephone advice lines, which are provided by our partner ARAG.

You can contact our UK-based call centre 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on your enquiry. To help us check and improve our service standards, we may record all calls. When phoning, please tell us your policy number and the name of the insurance provider who sold you this policy.

### Legal advice 0345 120 8415

Open Monday to Friday, 9am to 5pm

Advice can be provided on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call you back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, we will refer you to one of our specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.

### Tax advice 0345 120 8415

Open Monday to Friday, 9am to 5pm

Advice can be provided on any personal tax matters in the UK.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

# Identity theft service 0344 848 7071

Open Monday to Friday, 9am to 5pm

If you are a resident in the UK or the Channel Islands, we will provide you with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am-8pm, seven days a week. Advice is provided by personal caseworkers 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.

# Health and medical information service 0345 120 8415

Open Monday to Friday, 9am to 5pm

We will give you information over the phone on general health issues and advice on a wide variety of medical matters.

We can provide information on what health services are available in your area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

### Counselling service 0344 893 9012

Open 24 hours a day

We will provide you with a confidential counselling service over the phone if you are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/ or professional services. Any costs arising from the use of these referral services will not be paid by us.

The counselling service helpline is open 24 hours a day, seven days a week.

# What your policy does & doesn't cover

#### Things we won't pay out for

There are some circumstances in which your policy won't pay out. In the tables that start on page 17 you'll see a detailed list of what is and isn't covered depending on the reason you make a claim.

But there are a few things we won't pay out for regardless of the circumstances. We've laid these out below.

Just to be clear, if you've bought the optional Section H: Legal expenses cover, provided by our partner ARAG, then these conditions also apply to that section of the policy. So, when we say 'we' on this page, we mean both Ageas and ARAG.

- We won't pay for any claims caused by a person or people acting alone or in association or government, using biological, chemical, or nuclear force or any resulting pollution or contamination.
- We won't pay for any claims caused by or resulting from war, invasion, uprising or any other similar act of hostility, whether war is declared or not.
- We won't pay for claims caused by contamination from nuclear fuel or nuclear waste.
- We won't pay you for legal costs, damage, injury, losses, as well as any money you're legally obligated to pay to other people, if you're insured under any other contract or policy for the same event (including more specific policies such as pet or travel insurance). If the other contract or policy has the same exclusion, we'll only pay our share of the cost.
- We won't cover claims caused by or resulting from any criminal or deliberate act by you or your family. This includes you allowing your property to be used for illegal activity.
- We won't pay claims made without the permission of the policyholder named on the policy schedule.
- We won't pay for any claim that is found to be fraudulent. We may also choose to either void or cancel your policy if a fraudulent claim or policy application is made. We'll also look to recover from you any investigation fees, legal costs or payments that might have already been made to you if we later find that any element of your claim was fraudulent.
- We won't pay for any loss, damage, injury or for any money you're legally obliged to pay if the claim was caused by something being taken from you by customs or other officials.

The following also apply to all parts of the policy except for Buildings Section A: Homeowner's legal responsibilities cover and Contents Section C: Your public and personal legal responsibilities:

- We won't pay for claims that are a result of wear and tear or anything that happens gradually. This includes damage to electrical appliances and other items caused by them breaking down.
- We also won't pay for any damage caused by repairing, cleaning, demolishing or making alterations to your buildings or contents.
- We also won't pay claims for repairs that wouldn't have been made if you'd dealt with existing problems to your property. It's your responsibility to look after your buildings and contents and keep your property in a good state of repair. This policy is designed to only cover you for things that you couldn't have reasonably prevented. You must avoid or limit any loss, damage or injury by dealing with a problem as soon as you become aware of it.
- We won't pay claims caused by rot, mildew, fungus, or poisoning.
- We also won't pay claims caused by frost except to pipe work or your heating system as a result of freezing water.
- We won't pay for damage caused by insects, parasites and vermin.
- We won't pay for or contribute towards any claim for undamaged items that are part of Matching sets or suites, or Matching carpets & flooring coverings (Please see page 13 for more information).
- We won't pay for any loss which is a side effect or happens as a result of the event for which you're making a valid claim. For example, we won't pay for any reduction in the market value of your property, loss of earnings, travel costs or compensation for stress or inconvenience. We also won't cover the fees of any company you engage to help you in relation to your claim.

# **Section A: Buildings insurance**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs.

#### 1 Fire & earthquakes

What's covered	What's not covered
We'll pay claims where your buildings are damaged	We won't pay claims caused by scorching, singeing,
by fire, smoke, explosion, lightning or by an	melting, warping or other forms of heat damage
earthquake.	caused without flames.

#### 2 Riots

What's covered	What's not covered
We'll pay claims where your buildings are damaged by a riot.	
You need to report the damage to the police as soon as possible and before making a claim.	

#### 3 Vandalism

What's covered	What's not covered
We'll pay claims for vandalism to your buildings. You need to report the damage to the police as soon as possible and before making a claim.	We won't pay for claims which are the result of vandalism caused by you or your family, or by a person who is allowed to be in your home.
	We also won't pay claims which are the result of vandalism if your home is unoccupied.

### 4 Damage to your property caused by moving objects

What's covered	What's not covered
We'll pay claims where your buildings are hit by moving or falling objects. For example, we'd cover you if your buildings were hit	We won't pay for cutting down or taking away all or part of a fallen tree unless it has caused damage to your buildings.
by an aircraft, car or falling tree.	We won't pay for damage caused by all or part of a tree being cut down.
	We also won't pay for damage to hedges, gates, and fences.
	We won't pay for damage caused by household pets.
	Finally, we won't pay for damage to aerials, satellite dishes, masts, or their fittings.

#### 5 Storm

What's covered	What's not covered
We'll cover you for damage to your buildings caused by a storm. By a storm, we mean strong winds of over 55mph, or damage by extreme rain, snow, or hail. Rainfall is extreme if more than 2.5cm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period. Hail is extreme if it damages hard surfaces.	We won't cover you for damage to gates and fences. We also won't cover damage to swimming pool and hot tub covers. We won't pay for rain or water damage to the inside of your buildings if the water gets into your home as a result of poor workmanship, bad design or wear and tear. Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the storm
	part of the policy. These claims must be dealt with under the subsidence part of the policy on page 19. A higher excess applies to all subsidence claims.

#### 6 Flood

What's covered	What's not covered
We'll cover you for damage to your buildings caused by a flood. By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.	We won't cover you for damage to gates and fences. We also won't cover damage to swimming pool and hot tub covers. There is a higher excess for flood claims, please check your policy schedule.
	Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the subsidence part of the policy on page 19. A higher excess applies to all subsidence claims.

### 7 Subsidence

What's covered	What's not covered
We'll cover you for damage to your buildings as a result of subsidence, ground heave or landslip.	There is a higher excess for subsidence claims, please check your policy schedule.
<b>Subsidence</b> is the downward movement of the ground underneath your buildings.	We won't pay for any damage that started before this policy came into force.
<b>Ground heave</b> is the upward or sideways movement of the ground underneath your buildings, which can happen because of the soil expanding.	Your policy won't pay out for damage to your buildings if the materials that they're built from shrink or expand. We also won't pay for damage to the buildings, or their foundations caused by settlement.
<b>Landslip</b> means the downward movement of sloping land underneath your property. For example, if you lived on a hill and the ground below your property moved, causing damage to your main building.	Settlement is the downward movement of the buildings caused by the soil underneath them becoming compressed by the weight of the buildings. It's different to subsidence, because it's caused by the weight of the property, rather than the soil changing underneath your property. It tends to happen in the early years after a building or extension has been built.
	We won't pay for any damage that's been caused by the sea or a river eroding the land underneath or around your buildings.
	We also won't pay for damage to any part of your buildings, except your garage, unless the main building is also damaged at the same time and by the same cause.
	That means we won't pay for damage to outbuildings, swimming pools, tennis courts, walls (including retaining walls), gates, patios, ponds, fences, septic tanks, paths, and driveways unless your main building is damaged at the same time and by the same cause.
	We won't pay claims for damage to solid floors unless the foundations underneath the outside walls are damaged at the same time and by the same cause.
	We won't pay for damage caused by faulty materials, poor design, or poor workmanship. This includes any work on your buildings that didn't meet building control regulations when the work was completed.
	Finally, we won't pay claims where you're entitled to compensation from another person or organisation.

### 8 Leaking or freezing water & leaking oil

What's covered	What's not covered
We'll pay for any damage caused by water or oil leaking from tanks, pipes, drains or heating systems.	There is a higher excess for leaking or freezing water & leaking oil claims, please check your policy schedule.
We'll also pay for damage caused by water freezing within any of these.	We won't pay for damage caused by leaking or freezing water or leaking oil when your home is
We'll also pay for damage caused by water leaking	unoccupied.
from or freezing in your home appliances, fish tank, and even your waterbed.	We won't pay for damage caused by the failure, wear and tear or lack of grouting or sealant.
Sometimes it's not easy to find where water or oil is leaking from. So, we'll cover costs you have to pay to find the leak, and that includes the cost of repairs to walls, floors, or ceilings.	We won't pay for repairs to the pipework or other parts of the water or heating system unless they're caused by freezing. If they're damaged for any other reason, this part of the policy won't cover you.
But you must get our agreement before work starts, so we can decide whether finding the leak is the most practical and cost-effective solution to the problem. For example, it may cost less to install new pipework than knocking holes in walls or floors to find the	We won't pay for any cost associated with finding a leak unless the buildings have been damaged by the leaking water or oil and there is a valid claim under this policy.
original leak.	This part of your policy also won't pay claims for damage caused by water overflowing sinks, bidets, showers, and baths, as a result of taps being left on in your home.
	Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the 'Leaking or freezing water & leaking oil' part of the policy. These claims must be dealt with under the subsidence part of the policy on page 19. A higher excess applies to all subsidence claims.

#### 9 Theft

What's covered	What's not covered
We'll cover you for any damage to your buildings as a result of theft or an attempted theft. We'll cover you if any fixtures or fittings, such as	We won't pay claims for theft or any attempted theft by you or your family, tenants, lodgers or paying guests.
copper pipes, are stolen.	We won't pay claims for theft or attempted theft by
You need to report the theft or attempted theft to the police as soon as possible and before making a claim.	anyone else who is lawfully on the premises unless force or violence is used.
	We won't pay claims for theft or attempted theft when your home or any part of it is lent, let, or sublet to someone who is not a member of your family, unless there's damage to the building during the break-in.
	We won't pay claims if your home is unoccupied.

### 10 Homeowners' legal responsibilities

What's covered	What's not covered
We'll provide cover for liability arising from the ownership of your home.	We won't cover your liability as the occupier of your home or your personal liability arising from the day to
You may be asked to pay damages to an individual or company if an accident happens in or around your	day activities of you or your family. These claims will usually be covered by your contents policy.
home.	We do not cover your own injury or death under this section. We also do not cover injury or death to
In the event that an accident at your home leads to someone's death or injury, or leads to them contracting an illness or disease, we'll cover any damages that you're legally obliged to pay.	someone in your family or to anyone you employ permanently in or around your home, for instance a nanny, cleaner or gardener.
We'll also pay for any damage to another individual or company's property, as a result of an accident.	We also won't cover you if any of these people become ill or catch a disease in your home.
If you sell a property, you could still be asked to pay for an accident on your old property if the incident was caused by faulty workmanship.	We won't cover you for any damage to property that you own or has been given to you by someone else to look after. And we also won't cover you for any damage to property that's been leased or rented to
When this happens, we'll also cover you for seven years	you.
after this policy ends or is cancelled, as long as the damage happened after you'd sold or moved out of your old property.	We won't cover you for any damages if they're a result of an accident involving a lift that you own or are responsible for maintaining unless it's a stairlift.
If you make a claim under this part of your policy, we won't ask you to pay an excess.	We won't cover you for damages if they arise as a result of something you or your family did deliberately
Finally, if you insure both your buildings and	or maliciously.
contents under this policy and you make a claim for Homeowners' legal responsibilities and Public & personal legal responsibilities, we'll only make one	We also won't cover you for damages that arise from using your home for business or employment.
claim payment under either your buildings or contents section. To be clear, you can't claim on both your	We won't pay claims just because you've made an agreement with another person.
buildings and contents cover for the same incident.	Finally, we won't pay more than the amount shown in the policy schedule for any claim or series of claims caused by the same incident.

### 11 Professional fees & costs

What's covered	What's not covered
If your buildings are damaged, we'll cover you for any necessary costs that you need to pay as part of the repair or rebuild, as long as the damage would have been covered elsewhere in this buildings policy.	
This means we'll pay for legal fees, as well as fees for architects and surveyors. It also includes the cost of clearing debris from your property, as well as clearing drains and demolishing or stabilising your buildings.	
Finally, we'll also cover other costs necessary to meet government or local authority requirements.	

### **12 Underground pipes, drains & cables**

What's covered	What's not covered
We'll cover you for the cost of repairing the fabric of underground cables, pipes, drains and tanks serving your home, and for which you are responsible, if they're accidentally broken.	We won't pay for claims caused by faulty materials, poor design, or poor workmanship. We won't pay for clearing blocked drains, unless the blockage is caused by structural damage to the drain itself.
	We won't pay for damage to services which are not your responsibility.

### 13 Glass, toilets & other fittings

What's covered	What's not covered
We'll pay for the cost of repairing or replacing any fixed panes of glass, ceramic hobs built into kitchen	We won't pay for damage caused by scratching or denting.
worktops, and glass oven doors if they're accidentally broken, as long as these are permanent fixtures in your home.	We also won't pay for things that are accidentally broken when your home is unoccupied.
We'll also pay to repair or replace solar panels which are accidentally broken.	Finally, we won't pay for the cost of repairing or replacing window or door frames that are accidentally broken.
Finally, we will also pay to repair or replace baths, toilets, bidets, sinks/basins, and showers which are accidentally broken.	

### 14 Rent and alternative accommodation

What's covered	What's not covered
If your home can't be lived in due to damage caused by something which is covered under this buildings policy, we'll pay for suitable alternative accommodation for you, your family, and your household pets. We'll also pay for any rent you would have received from lodgers while the buildings can't be lived in as a result of the same incident.	If we reject a claim for damage to your buildings under another part of this policy, then you won't be able to claim for rent or alternative accommodation. We won't pay claims under this section of your policy if you cannot live in your home due to damage to your contents. This should be picked up by your contents cover.
When we say your home can't be lived in, we mean that there are no toilet, bathroom, or cooking facilities, or continuing to stay in your home poses a risk to you and your family.	
As an alternative, in some circumstances we may choose to provide you with temporary kitchen and bathroom facilities to allow you to remain in your own home whilst repairs are being carried out.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much your claims limit is for this part of your cover.	

### 15 Protection when you sell your property

What's covered	What's not covered
If you've exchanged contracts to sell your home, we'll give the buyer the benefit of this buildings cover until the sale is completed, unless the buyer has insurance elsewhere.	
We'll also continue to provide cover until the sale goes through as long as completion is not more than 60 days from the date of exchanging contracts (or in Scotland, more than 60 days from the date of what is known as the 'conclusion of missives').	

### **16 Damage caused by emergency services**

What's covered	What's not covered
We'll cover the cost of damage to your home or garden items caused by the emergency services while they're getting into your home to deal with an emergency.	
By garden items, we mean flowerbeds, hedges, lawns (including artificial lawns), potted plants, shrubs, or trees outside your buildings but within the boundaries of your home.	

### 17 Replacement locks & keys

What's covered	What's not covered
We'll pay for the cost of replacing and installing locks on outside doors if your keys are stolen or lost outside your home. We'll also pay for the cost of replacing and repairing locks on outside doors if your keys are damaged inside the home by an event covered elsewhere in this buildings insurance policy.	If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents cover for the same incident.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 18 Being forced to leave your home

What's covered	What's not covered
We'll pay the equivalent cost of suitable alternative accommodation for you, your family and your household pets if a local authority, a public body or emergency services won't allow you to live in your home because of damage to a nearby property. But we'll only cover these costs, for up to 30 days from the date you're forced to leave your home.	If you insure both your buildings and contents under this policy and make a claim for being forced to leave your home, we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents cover for the same incident.
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see the limit that applies to this part of the policy.	

#### **19 Home improvements**

What's covered	What's not covered
If you buy new fixtures for your home, such as a new bathroom suite, we'll cover these for damage for up to 60 days after you buy them, even if they take you past the maximum claim limits on your policy.	
If you want them to be permanently covered, you will need to contact us and ask us to raise the level of cover on your policy. We might ask you to pay an extra premium.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see the limit that applies to this part of the policy.	

### Optional add-on to your buildings insurance policy Section B: Accidental damage to your buildings

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs.

What's covered	What's not covered
This optional section of your policy covers you for accidental damage to your buildings. Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which	We won't pay for accidental damage caused by someone that you lend or rent all or part of your home to.
	We won't pay for damage caused deliberately by anyone who you allow to be in your home.
is not deliberate.	We also won't pay for damage caused by chewing, scratching, tearing, or fouling by pets.
	We won't pay for accidental damage if the property is unoccupied.
	And we won't pay for cutting down or taking away all or part of a fallen tree unless it has caused damage to your buildings.
	We won't pay for accidental damage to hot tubs. And we won't pay for any storm damage to gates, fences or swimming pool and hot tub covers.
	We won't pay to put right poor workmanship or bad design. This includes any work which didn't meet building control regulations when it was completed.
	We won't pay for rain or water damage to the inside of your buildings if the water gets into your home as a result of poor workmanship, bad design or wear and tear.
	Claims relating to subsidence or drainage must be made under the buildings section of this policy. If we refuse to pay all or part of your claim, you can't try and make a further claim on this accidental damage section of the policy.
	Finally, we won't pay claims under this section of the policy if they're covered elsewhere in your buildings policy, because the excess may differ.

## **Section C: Contents insurance**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs.

This section of your policy only covers your contents when they're at your home unless we specifically say otherwise.

#### 1 Fire & earthquakes

What's covered	What's not covered
We'll pay claims where your contents are damaged by fire or smoke, explosion, lightning or by an earthquake.	We won't pay claims caused by scorching, singeing, melting, warping or other forms of heat damage caused without flames.

#### 2 Riots

What's covered	What's not covered
We'll pay claims where your contents are damaged by a riot.	
You need to report the damage to the police as soon as possible and before making a claim.	

#### 3 Vandalism

What's covered	What's not covered
We'll pay claims for vandalism to your contents. You need to report the damage to the police as soon as possible and before making a claim.	We won't pay for claims which are the result of vandalism caused by you or your family, or by a person who is allowed to be in your home. We won't pay claims which are the result of vandalism if your home is unoccupied.
	We also won't pay for claims caused by or resulting from computer viruses or hacking. By Hacking we mean unauthorised access, without physical damage to any computer or device.

#### 4 Damage to your property caused by moving objects

What's covered	What's not covered
We'll pay claims where your home is hit by moving or falling objects, and your contents are damaged as a result.	We won't pay for cutting down or taking away all or part of a fallen tree unless it has caused damage to your contents.
For example, we'd cover you if your home was hit by an aircraft, car or falling tree.	We won't pay for damage caused by all or part of a tree being cut down.
	Finally, we won't pay for damage caused by household pets.

#### 5 Storm

What's covered	What's not covered
We'll cover you for damage to your contents caused by a storm. By a storm, we mean strong winds of over 55mph, or damage by extreme rain, snow, or hail. Rainfall is extreme if more than 2.5cm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period. Hail is extreme if it causes damage to hard surfaces.	We won't pay for rain or water damage to your contents if the water gets into your home as a result of poor workmanship, bad design or wear and tear.
	We won't cover damage to any contents left outside your home.
	We won't cover damage to swimming pool and hot tub covers.
	You can't make a claim for damage caused by subsidence, ground heave or landslip under the storm part of the policy. These claims must be dealt with under the subsidence part of the policy on page 29.

#### 6 Flood

What's covered	What's not covered
We'll cover you for damage to your contents caused by a flood.	There is a higher excess for flood claims, please check your policy schedule.
By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.	We won't cover damage to any contents left outside your home.
	We also won't cover damage to swimming pool and hot tub covers.
	Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the subsidence part of the policy on page 29.

### 7 Subsidence

What's covered	What's not covered	
We'll cover you for damage to the contents of your buildings as a result of subsidence, ground heave or landslip.	We won't cover you for any damage to your contents if it happens as a result of your buildings' foundations shrinking or expanding.	
<ul> <li>Subsidence is the downward movement of the ground underneath your buildings.</li> <li>Ground heave is the upward or sideways movement of the ground underneath the buildings, which can happen as a result of the soil expanding.</li> <li>Landslip means the downward movement of sloping land underneath your buildings. For example, if you lived on a hill and the ground below your property moved, causing damage to your main building.</li> </ul>	We also won't pay claims if your contents are damaged as a result of the sea or a river eroding the land around your buildings. We won't pay for claims which are caused by faulty materials, poor design, or poor workmanship. This includes any work on your buildings which didn't meet building control regulations when the work was completed.	
		We won't pay for any damage that started before this policy came into force.

### 8 Leaking or freezing water & leaking oil

What's covered	What's not covered
We'll pay for any damage to your contents caused by water or oil leaking from tanks, pipes, drains or heating systems. We'll also pay for damage caused by water freezing within any of these. We'll pay for damage caused by water leaking from or freezing in your home appliances, fish tank, and even your waterbed.	There is a higher excess for leaking or freezing water & leaking oil claims, please check your policy schedule. We won't pay for damage caused by leaking or freezing water or leaking oil when your home is unoccupied. We won't pay for damage caused by the failure, wear
	and tear or lack of grouting or sealant. We won't pay for damage to the appliance, fish tank or waterbed itself.
	We won't pay for any damage to the fixed domestic water or heating system itself.
	This part of your policy won't pay claims for damage caused by water overflowing from sinks, bidets, showers, and baths, as a result of taps being left on in your home.

#### 9 Theft

What's covered	What's not covered
<ul> <li>We'll cover you if your contents are stolen from your home and we'll also cover you for any damage to your contents caused by someone attempting to steal them.</li> <li>However, there's a maximum amount that we'll pay for jewellery or watches above a certain limit, unless they're stolen from a fitted, locked safe. You'll find this limit in your policy schedule.</li> <li>You need to report the theft or attempted theft to the police as soon as possible and before making a claim.</li> <li>The maximum we'll pay for items stolen from an outbuilding or garage is lower than the contents maximum claim limit.</li> <li>The most we'll pay will be further reduced for items not in a building or in a structure that isn't designed to be fully enclosed, such as a carport or gazebo. If this happens, the amount we will pay will be the same as when items are left out in the open. Please refer to your policy schedule for the limit that applies.</li> <li>By outbuildings, we mean sheds, greenhouses, and other fully enclosed permanent structures.</li> </ul>	<ul> <li>We won't pay claims for theft or any attempted theft by you, your family, tenants, lodgers or paying guests.</li> <li>We won't pay claims for theft or any attempted theft by anyone else who is lawfully in your home unless force or violence is used.</li> <li>We won't pay claims for theft or attempted theft when your home or any part of it is lent, let, or sublet to someone who is not a member of your family, unless there's damage to the building during the break-in.</li> <li>We won't pay claims if your home is unoccupied.</li> <li>We won't pay for theft if it's caused by someone tricking you, except if they trick you to gain entry to your property.</li> <li>Finally, we won't pay for theft of money unless your buildings were damaged when they were broken into, or entry was gained by someone tricking you.</li> </ul>

What's covered	What's not covered
We'll cover the cost of accidental damage to home entertainment equipment.	We won't cover scratches or dents unless they prevent you from using the equipment.
By home entertainment equipment, we mean televisions, DVD players, games consoles, desktop computers and audio equipment.	We won't cover the cost of damage to MP3 players, sat-navs, mobile phones, tablets, laptop computers and e-readers.
Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.	We also won't cover accidental damage to musical instruments.
	We won't pay for the cost of damage to TV sets caused whilst using gaming equipment.
	We also won't pay for accidental damage to things like CDs, DVDs or anything on which music, videos or data is stored.
	We won't pay for claims caused by or resulting from computer viruses or hacking. By Hacking we mean unauthorised access, without physical damage to any computer or device.
	Finally, we won't pay for accidental damage that happens when the property is unoccupied.

### 10 Accidental damage to home entertainment equipment

#### 11 Broken glass & ceramics

What's covered	What's not covered
We'll pay for the cost of repairing or replacing fitted glass in furniture or mirrors if it's accidentally broken, but not glass in pictures or clocks. We'll also pay to repair or replace glass shelves, glass tops to furniture, as well as ceramic hobs, tops of free-standing cookers and glass oven doors if they're accidentally broken.	We won't cover scratching or denting of glass or ceramics. We won't pay for any damage whilst your home is unoccupied.

#### 12 Loss of metered water or oil

What's covered	What's not covered
We'll pay for accidental loss of your metered water. We'll also pay for accidental loss of metered water or oil from your property's heating system or storage tanks.	We won't pay for any loss while the home is unoccupied. We also won't pay for finding or repairing any leak.
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see the limit that applies to this part of the policy.	

### 13 Damage to food

What's covered	What's not covered
We'll pay for damage to food in your fridge or freezer as a result of contamination by the chemicals inside them, or by a rise or fall in temperature.	We won't pay for this damage if it's caused by your power supply being cut off by your energy company.

14 Your public & personal legal responsibilities		oilities
	What's covered	What's not covered

What's covered	What's not covered	
We'll pay any amount that you or your family are legally obliged to pay following an accident that results in someone being ill, injured, or results in someone's death.	We won't cover your liability as the owner of your home. These claims will normally be covered by your buildings policy.	
We'll also pay amounts that you or your family are legally obliged to pay if an accident causes damage to someone else's property. This cover will only be valid if the accident happened	We won't cover your own injury or death under this section. We also do not cover injury or death to someone in your family or to anyone you employ permanently in or around your home, for instance a nanny, cleaner or gardener. This part of the cover also won't pay claims for any damage to property that you own, or which has been given to you by someone else to look after. It won't cover you for any damage to property that you've	
while your policy was in force. If you make a claim under this part of your policy, we won't ask you to pay an excess. Finally, if you insure both your buildings and contents under this policy and you make a claim for Homeowners' legal responsibilities and Public & personal legal responsibilities, we'll only make one claim payment under either your buildings or contents section. To be clear, you can't claim on both your buildings and contents cover for the same incident.		
	leased or rented from someone else. We won't pay claims for damages that are a result of your business or employment.	
	We won't pay claims that arise from owning, possessing, or using caravans, horse boxes, trailers, motor vehicles or any vehicle that would need to be registered with the DVLA to be legally used on a public road.	
	We won't pay for claims involving the use of golf trolleys (controlled by someone on foot) or the use of golf buggies.	
	We won't pay for claims involving powered wheelchairs and mobility carriages that are not registered with DVLA for use on a public road, unless there is no other insurance you can claim on.	
	We won't pay claims for injuries that happen as a result of playing any sport or using a bicycle outside the boundary of your home unless there's no other insurance you can claim on.	
	We won't pay for claims caused by or resulting from computer viruses or hacking. By Hacking we mean unauthorised access, without physical damage to any computer or device.	
	We won't pay for claims that arise from owning or using an aircraft, including model aircraft, gliders, hang gliders, microlights, and drones.	

What's covered	What's not covered
	We also won't pay for claims that arise from owning or using any equipment designed for use in or on water, such as a boat or a surfboard.
	We won't cover any claims that are caused by any animal you own, except domestic pets when inside the boundary of your home. We won't cover any claims caused by dangerous dogs as specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act.
	We won't pay for any claims relating to any lift that you have on your property, or are responsible for maintaining, except stair lifts.
	We won't pay for any costs or damages that you have to pay if you pass a disease or virus onto another person.
	We also won't pay claims just because you've made an agreement with another person.
	We won't pay claims that are as a result of hunting or racing of any kind, except on foot.
	We won't cover any legal action for damages which are brought in a court outside the United Kingdom, the Channel Islands, and the Isle of Man.
	Finally, we won't pay more than the amount shown in the policy schedule for any claim or series of claims caused by the same incident.

### **14 Your public & personal legal responsibilities** *continued*

### 15 Your legal responsibility for domestic employees

What's covered	What's not covered
If you employ people permanently to work in or around your home, such as a nanny, cleaner or gardener, we'll cover you for any costs you're legally obliged to pay if they're accidentally injured, die or become ill during their work for you.	
This cover applies anywhere in the world as long as your employees were appointed in the United Kingdom, the Isle of Man, or the Channel Islands.	
So, for example, if you take your nanny with you on holiday, we'll pay a claim if they're injured while they're working for you.	
If you make a claim under this part of your policy, we won't ask you to pay an excess.	

#### **16 Protection for tenants**

What's covered	What's not covered
If you rent your home from someone else, this policy will cover you for any damage to the buildings that you're legally required to pay for. This includes damage to the structure of the building	You can only make a claim under this part of your policy for things that would be covered under parts 1-9 and 12-13 of Section A: Buildings. All of the exclusions that apply to those parts still apply to any claims made here.
or accidental damage to underground cables, pipes, and drains.	For example, if the buildings you live in are damaged
It also includes cover for accidental damage to fixed panes of glass, ceramic hobs built into kitchen	by a storm, we'll only pay your claim if the storm meets our definition on page 28.
worktops and glass oven doors, as long as these are permanent fixtures in your home.	We won't pay for damage to the structure of your home if it's unoccupied.
It also covers accidental damage to solar panels.	
We also cover accidental damage to baths, toilets, bidets, sinks/basins, and showers.	
Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.	
If you make a claim under this part of your policy, we won't ask you to pay an excess.	

### 17 Unpaid damages

What's covered	What's not covered
If a court rules that you're owed compensation for an injury, or damage to your property, we'll pay any amount which does not get paid to you within three months of the court's decision.	We won't pay under this part of the policy if there's going to be an appeal.
The compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands. The injury or damage must have occurred in one of these territories for us to pay a claim under this part of your policy.	
In order for this cover to be provided, the incident for which you're being awarded damages must have been something that would have been covered under the Your public & personal legal responsibilities part of this policy, on pages 33 and 34 if the roles had been reversed.	
After we have paid you, we may pursue the person who the court ordered to make the payment to you, and if we're successful, we'll keep any money we manage to get back.	
If you make a claim under this part of your policy, we won't ask you to pay an excess.	

### 18 Contents taken away from your home

What's covered	What's not covered
If you take your contents away from your home temporarily, within the UK, Channel Islands or Isle of Man, we'll still cover them if they're, stolen or damaged. By temporarily, we mean they must not have been	You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of this contents policy. All the exclusions that apply to those parts still apply to any claims made for contents taken away from home temporarily.
away from your home for more than 90 days in a row.	For example, if your contents are damaged by a storm while you're staying with a friend, we'll only pay your claim if the storm meets our definition on page 28.
	Money is only covered if stolen from a building and there is a break-in, and the building is damaged. If your contents are stolen from somewhere other than your work or a place you're temporarily living, we'll only cover them if the building they were stolen from was damaged when it was broken into.
	We won't cover you if your contents are stolen from an unlocked room in a hotel or similar temporary accommodation.
	We won't cover theft or damage that happens in student accommodation under this part of the policy. By student accommodation we mean whilst attending a boarding school, college or university during term- time. But you may be covered under the student belongings part of the policy on page 43.
	We won't cover you if your contents are stolen or damaged while they're being kept by a storage company.
	In the event of your contents being damaged by a storm, flood or vandalism, we'll only cover you if the items were inside a building.
	We won't cover you if anything taken out of your home to sell, display or exhibit is lost or stolen.
	And we won't cover you if your contents are lost or stolen while they were in a caravan, mobile home or motor home.

### 19 Rent and alternative accommodation

What's covered	What's not covered
If your home can't be lived in due to damage caused by something which is covered under this contents policy, we'll pay for suitable alternative accommodation for you, your family and your household pets. When we say your home can't be lived in, we mean that there are no toilet, bathroom or cooking facilities, or continuing to stay in your home poses a risk to you and your family's health and or safety. As an alternative, in some circumstances we may choose to provide you with temporary kitchen and bathroom facilities to allow you to remain in your own home whilst repairs are being carried out. Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much your claims limit is for this part of your cover.	If we reject a claim for your contents under another part of this policy, then you won't be able to claim for rent or alternative accommodation. We won't pay claims under this section of your policy if you cannot live in your home due to damage to the buildings. This should be picked up by your buildings cover. Similarly, if we have finalised your contents claim, we will not continue to pay rent or alternative accommodation costs just because damage to your buildings prevents you from moving back into your home.

### 20 Replacement locks & keys

What's covered	What's not covered
<ul> <li>We'll pay for the cost of replacing and installing locks</li></ul>	If you insure both your buildings and contents under
on outside doors if your keys are lost outside your	this policy and make a claim for replacement locks and
home or are stolen. <li>We'll also pay for the cost of replacing and repairing</li>	keys, we'll only make one claims payment under either
locks on outside doors if your keys are damaged inside	your buildings or contents section of cover. To be clear,
the home by an event covered by this contents policy. <li>Claims under this part of the policy have a separate</li>	you can't claim on both your buildings and contents
limit. Check your policy schedule to see how much it is.	cover for the same incident.

### 21 Moving home

What's covered	What's not covered
We'll cover you if your contents are stolen or damaged whilst being moved by a professional removals	We won't pay claims for glass or other fragile items that are damaged.
company. Your belongings must have been packed as well as moved by a professional moving company to qualify for cover under this part of the policy. If you agree to buy a property, this policy will also cover the contents in your new property for up to one week before you move in, even if you haven't completed the purchase at this point. There's a separate limit if you claim for contents that are stolen or damaged in your new property. Please check your policy schedule to see how much it is.	We won't pay claims under this section of the policy if any of your belongings are stolen or damaged while they're in storage. And we won't pay claims if any of your belongings are damaged outside of the UK, Channel Islands or Isle of Man. We won't pay for any money that is stolen or damaged under this section of the policy.

### 22 Contents in storage

What's covered	What's not covered
If for any reason you decide to move some of your contents into storage, we will cover these items if they are stolen, or damaged by fire or lightning.	We won't pay for claims for any contents stored outside the United Kingdom. We won't pay claims for theft or attempted theft
The contents must belong to you or a member of your family and must be stored by a recognised storage	unless there's damage to the storage company building during the break in.
company for up to a maximum of 180 days within any 12 month period of insurance.	Finally, we won't pay claims if the storage company you have used has their own insurance in place to cover this.

### 23 Fatal injury

What's covered	What's not covered
We'll cover you if you or any member of your family suffer a fatal injury caused by either a fire or a physical attack in your home and die within 12 months.	
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 24 Special events

What's covered	What's not covered
In the 30 days run up to you or a member of your family's wedding, civil partnership ceremony, birthday or religious festival, we'll automatically increase the maximum claim limit on your policy by the amount shown on your policy schedule. Please note that this change won't increase the limits to individual sections of this policy or your valuables limit.	
In the event of a religious festival, wedding or civil partnership ceremony, we'll keep the higher limit in place for up to 30 days after the ceremony.	
During this period, we'll cover the gifts if they're lost, stolen or damaged, as long as they're either in your home, at the venue where the event is being held, or being transported between the two.	

### 25 Guests' personal belongings

What's covered	What's not covered
We'll cover any personal belongings of guests while the guests are in your home.	You can only make a claim under this part of your policy for items that would be covered under parts 1-9
By personal belongings, we mean clothes and jewellery, or any everyday items carried by your guests.	of this contents policy. All of the exclusions that apply to those parts still apply to any claims made for your guests' personal belongings.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	For example, if your guests' personal belongings are damaged by a flood, we'll only pay your claim if the flood meets our definition on page 28.

### 26 Taking your shopping home

What's covered	What's not covered
We'll cover you if something is lost, stolen or damaged while you're bringing it to your home from the shops where you bought it.	We won't cover you if your food or other items are stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	Your car or van must also have been locked with any security systems activated and there must have been damage to the car or van during the break in.

### 27 Tenant's home improvements

What's covered	What's not covered
If you rent, rather than own your home, we'll pay for damage to any interior decorations, or any home improvements that you've paid for.	We won't pay for interior decorations or home improvements if they're accidentally damaged or broken.
However, the damage must have been the result of an event covered under Section C: Contents insurance of this policy.	
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 28 Counselling fees

What's covered	What's not covered
If you or members of your family suffer emotional stress because of an event that is covered under this contents policy, we'll pay you the cost of any professional counselling.	
For us to pay the claim, the counselling must have been recommended by a qualified doctor or nurse and we must have approved the counselling.	
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 29 Garden cover

What's covered	What's not covered
We'll pay for damage to your hedges, lawns (including artificial lawns) and plants that are outdoors but within the boundaries of your home. The damage must be caused by fire, lightning, storm, flood, vandalism or accidental damage. Please note we'll only pay your claim for storm or flood if it meets our definitions on page 28.	We won't pay for damage caused by smoke or bonfires. We won't pay for damage caused deliberately by you or your family or any person allowed within the boundaries of your home. We won't pay for damage caused as a result of subsidence, ground heave or landslip.
We'll also pay if they're damaged by branches falling from trees, or by anything falling from your buildings.	
We'll also pay to replace trees or shrubs that are stolen.	
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 30 Being forced to leave your home

What's covered	What's not covered
We'll pay the equivalent cost of suitable alternative accommodation for you, your family and your household pets if a local authority, public body or emergency service won't allow you to live in your home because of damage to a nearby property. But we'll only cover these costs for up to 30 days from the date you're forced to leave your home.	If you insure both your buildings and contents under this policy and make a claim for being forced to leave your home we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents cover for the same incident.
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see the limit that applies to this part of the policy.	

### 31 Downloads & computer files

What's covered	What's not covered
We'll pay for anything that you or your family have legally downloaded and stored on a computer or other device if it's lost, stolen or damaged.	We won't cover any software or information used for business purposes. We won't pay for claims caused by or resulting from
For example, if your laptop gets damaged in a flood and you lose all the films and music you've downloaded, we'll pay for the cost of replacing them.	computer viruses or hacking. By Hacking we mean unauthorised access, without physical damage to any computer or device.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 32 Recently purchased contents

What's covered	What's not covered
If you buy or are given new contents, such as a television or computer, we'll cover these if they're lost, stolen or damaged for 60 days after you receive them, even if they take you over the maximum claim limit on your policy.	
If you want them permanently covered, you'll need to contact us and ask us to raise the level of cover on your policy. We might ask you to pay an extra premium.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see the limit that applies to this part of the policy.	

## 33 Student belongings

What's covered	What's not covered
If you or a member of your family move into student accommodation whilst attending a boarding school, college or university, we'll pay for any contents that are stolen from or damaged in the accommodation while you or your family member are living there during	You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of this contents policy. All the exclusions that apply to those parts still apply to any claims made under the student belongings part of your policy.
term-time. Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	For example, if your belongings are damaged by a flood while you're in student accommodation, we'll only pay your claim if the flood meets our definition on page 28.
	We won't pay for any loss of money while you or someone in your family is living in student accommodation under this part of the policy.
	We won't cover you if your belongings are stolen, or damaged during an attempted theft, unless the buildings were damaged when they were broken into.
	We won't cover student's belongings if they're accidentally damaged or broken.
	We won't pay claims if you or a member of your family are staying in student accommodation outside of the United Kingdom, Isle of Man or Channel Islands.

# Optional add-ons to your home contents policy Section D: Accidental damage to your contents

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs.

What's covered	What's not covered
This optional section of your policy covers you for accidental damage to any contents within your home.	We won't pay for accidental damage to passports, visas or driving licences, money or food and drink.
Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.	We won't pay claims for dental crowns, caps, implants and fillings. Similarly, we won't pay for damage to false teeth that happens while chewing something.We won't pay for accidental damage to clothes.
	We won't pay for accidental damage to sports equipment when it's being used.
	We won't cover scratches or dents unless they prevent you from using the item.
	We won't pay for damage caused deliberately by anyone who you allow to be in your home.
	We also won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.
	We won't pay for accidental damage if the property is unoccupied.
	We won't pay for rain or water damage to your contents if the water gets into your home as a result of poor workmanship, bad design or wear and tear.
	We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents.
	We won't pay for damage if it's caused by your power supply being cut off by your energy company.
	We won't pay for claims caused by or resulting from computer viruses or hacking. By Hacking we mean unauthorised access, without physical damage to any computer or device.
	We won't pay for accidental damage if it's caused by anyone living in your home who is not a member of your family.
	We won't pay for accidental damage to any remote- controlled toys, such as drones, cars, model airplanes, helicopters or boats.
	Finally, we won't pay claims under this section of the policy if it's covered elsewhere in your contents policy, because the excess may differ.

# Optional add-ons to your home contents policy continued Section E: Everyday personal belongings

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs. It is important that you regularly check the value of your personal belongings and ensure they are adequately covered.

What's covered	What's not covered
This section covers you if your bicycle, money or any of your everyday personal belongings are lost, stolen	We won't pay for any items used for business or professional purposes unless it's a laptop.
or damaged. They're covered in Europe and up to 60 days anywhere else in the world.	We won't pay a claim if your personal belongings are stolen from an unlocked hotel room or similar
We'll also pay for any financial loss if your credit card is lost or stolen and someone else uses it.	temporary accommodation, or if they're damaged as part of an attempted theft.
By everyday personal belongings, we mean clothes and jewellery, mobility aids or any item carried by you in daily life.	We won't pay to repair or replace something just because it's scratched or dented unless it prevents you from using the item.
Check your policy schedule to see what the maximum and individual limits are for this part of your policy and the excesses that apply.	We won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.
	We'll only cover you for credit cards if you keep to the conditions of the card.
	We won't pay claims for dental crowns, caps, implants and fillings. Similarly, we won't pay for damage to false teeth that happens while chewing something.
	We won't pay for damage to sports equipment while it's being used.
	We won't pay claims if your car keys and key fobs, or passports, visas and driving licences are lost or damaged.
	We won't pay for claims caused by or resulting from computer viruses or hacking. By Hacking we mean unauthorised access, without physical damage to any computer or device.
	We also won't pay claims if your camping equipment is lost or damaged.
	We won't cover your things if they're stolen from an unattended car or van, unless they were stored out of sight in a glove box or locked boot. Your car or van must also have been locked with any security systems activated, and there must have been damage to the car or van during the break-in.

What's covered	What's not covered
	We won't pay for theft of mobility carriages if the key or starting device is left with the carriage when unattended. Similarly, we won't pay for damaged or stolen mobility carriage accessories or removable parts, unless the carriage is stolen at the same time.
	We won't cover you if your bicycle is stolen if you've left it unattended away from the home. However, we'll cover you if you've kept it in a locked building, or if you've locked it to a post, cycle rack or other immovable object.
	We won't pay for damage to any form of motorised bicycle, apart from electric bicycles that don't go above 15.5mph.
	We won't pay for any damage if your bicycle is used for any form of racing or pacemaking.
	We won't pay for any damage to your bicycle accessories or removable parts unless damaged at the same time as the bicycle.
	We won't pay for any cuts, bursts or punctures to the tyres.
	We won't pay for accidental damage to any remote- controlled toys, such as drones, cars, model airplanes, helicopters, or boats.

## Section E: Everyday personal belongings continued

# Optional add-ons to your home contents policy continued Section F: Higher value personal belongings

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs. It is important that you regularly check the value of your Personal belongings and ensure they are adequately covered.

What's covered	What's not covered
This section is designed to cover you for your higher value personal belongings, such as expensive jewellery. To be covered by this section you must tell us which items you wish to cover, and they must be shown on your policy schedule.	We won't pay for damage to sports equipment while it's being used.
	We won't pay claims for dental crowns, caps, implants and fillings. Similarly, we won't pay for damage to false teeth that happens while chewing something.
We'll then cover those items if they're lost, stolen or damaged anywhere in Europe and for up to 60 days anywhere else in the world.	We won't pay to repair or replace something just because it's scratched or dented unless it prevents you from using the item.
	We won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.
	We won't cover your belongings if they're stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot. Your car or van must also have been locked with any security systems activated, and there must have been damage to the car or van during the break-in.
	We won't pay for theft of mobility carriages if the key or starting device is left with the carriage when unattended. Similarly, we won't pay for damaged or stolen mobility carriage accessories or removable parts, unless the carriage is stolen at the same time.
	We won't pay for damage to any remote-controlled toys, such as drones, cars, model airplanes, helicopters or boats.
	We won't pay for any items used for business or professional purposes unless it's a laptop as shown in the policy schedule.
	We won't pay for claims caused by or resulting from computer viruses or hacking. By Hacking we mean unauthorised access, without physical damage to any computer or device.

# Optional add-ons to your home contents policy continued Section G: Bicycle cover

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs. It is important that you regularly check the value of your bicycle(s) and ensure they are adequately covered.

What's covered	What's not covered
This section covers you if your bicycles are lost, stolen or damaged at any time in Europe, or for up to 60 days anywhere else in the world.	We won't cover you if your bicycle is stolen if you've left it unattended away from the home. However, we'll cover you if you've kept it in a locked building, or if you've locked it to a post, cycle rack or other
To be covered by this section you must tell us about the bicycles you wish to cover, and they must be	immovable object.
shown on your policy schedule.	We won't pay for any damage to any form of motorised bicycle, apart from electric bicycles that don't go over 15.5mph.
	We won't pay for any damage if your bicycle is used for any form of racing or pacemaking.
	We won't pay for damaged or stolen bicycle accessories or removable parts, unless the bicycle is damaged or stolen at the same time.
	We won't pay to repair or replace your bicycle just because it's scratched or dented unless it prevents you from using it.
	We won't pay for any cuts, bursts or punctures to the tyres.

# Optional add-ons to your buildings and contents policy **Section H: Legal expenses cover**

You're only covered under this Section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance. Please read your policy wording and policy schedule carefully to check the cover provided meets your needs

Our legal expenses cover is provided by ARAG Legal Expenses Insurance Company Limited (ARAG). So when we use the words 'we', 'us' or 'our' in this section, we're talking about ARAG and not Ageas.

The policy covers you as well as any member of your family who lives with you, including students who live away from home, but anyone who makes a claim must have the permission of the person named on the policy. Just to be clear, when we say 'you' or 'your' in this section of the policy, we mean anyone who is making a claim.

#### Your legal expenses cover in a nutshell

This section of the policy is designed to cover your costs if an organisation or person takes legal action against you, or if you need to take legal action against an organisation or person.

It is also designed to provide support if you are the victim of identity theft, or if you have to undergo a full examination by the taxman of all areas of your self assessment tax return.

Like all insurance policies, there are limitations to this cover, which we've laid out in detail over the next few pages.

The main reason that we won't pay a claim is that we don't think there's a reasonable chance of you winning your case. By reasonable chance, we mean that the likelihood of you winning is at least 51%. Essentially, we must think you are more likely to win your case than you are to lose it. This does not apply to legal defence claims.

We won't pay any more than £50,000 worth of costs for any claim or series of claims that were part of the same incident.



### Access to online legal documents and guides

As part of your ARAG Legal Expenses section of the policy, you have access to ARAG Householdlaw, which is an online resource that provides access to legal guides, document builders, interactive checklists and videos to help you with family, employment and consumer issues.

Whether you want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, ARAG Householdlaw has everything you need to get started.

#### How do I get started?

- 1 Visit www.araghouseholdlaw.co.uk
- 2 Enter **AGEDASHL24** into the code text box and press Validate Voucher.
- 3 Fill out your name, email address and create a password.
- 4 Validate your email address by pressing the link in the confirmation email that you receive.

The Legal expenses cover is provided by ARAG Legal Expenses Insurance Company Limited, and has a different style and language to the rest of your policy. The meaning of words in this section of the policy, what is covered and not covered are explained clearly and contact details are provided in the following pages.

## **About ARAG**

Thank you for purchasing this Legal Expenses section, of this policy.

ARAG Legal Expenses Insurance Company Limited (ARAG) is the underwriter and provides the legal protection insurance and additional services under your policy. To make sure you get the most from your ARAG cover, please take time to read this section of the policy which explains the insurance cover and additional services available to you.

**Registered address:** 

ARAG Legal Expenses Insurance Company Limited Unit 4a Greenway Court Bedwas Caerphilly CF83 8DW

Registered in England and Wales Company Number 103274

#### Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

#### How your policy can help

Please find, on the following pages, information about the services this section of your policy offers, and details of how to make a claim.

If you wish to speak to us about:

- Legal Advice you can get telephone legal advice on any personal legal issue affecting you
- Insurance Claims you can report a claim 24/7
- Tax Advice dedicated tax advisers can provide advice on personal tax issues.

Please phone us on **0345 120 8415**. We will ask you about your legal issue and if necessary call you back to deal with your query.

# **Reporting a claim**

#### Important information

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so.

If you do, we will not pay the costs involved even if we accept the claim.

#### **Report your claim**

- Visit **www.claims.araginsurance.co.uk** have your policy number ready
- Alternatively, call us on **0345 120 8415**, available 24 hours a day, 7 days a week.

#### We will assess the claim

- To check your claim is covered by this section of your policy
- And, if it is, we will send it to a lawyer who specialises in your type of claim.

The lawyer will

Assess your case and tell you how likely it is you will win.

If you are more likely than not to win, the lawyer will

 Manage the case from start to finish. Please note this is an overview of the claims process for guidance purposes only. Please visit www.claims.araginsurance.co.uk for more details on how to claim.

# **Helplines**

You can contact our UK-based call centre 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on your enquiry. To help us check and improve our service standards, we may record all calls. When phoning, please tell us your policy number and the name of the insurance provider who sold you this policy.

## Legal advice 0345 120 8415

Open Monday to Friday, 9am to 5pm

Advice can be provided on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call you back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, we will refer you to one of our specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.

> Ageas will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

## Tax advice 0345 120 8415

Open Monday to Friday, 9am to 5pm

Advice can be provided on any personal tax matters in the UK.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

## Identity theft service 0344 848 7071

Open Monday to Friday, 9am to 5pm

If you are a resident in the UK or the Channel Islands, we will provide you with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am-8pm, seven days a week. Advice is provided by personal caseworkers 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.

# Health and medical information service 0345 120 8415

Open Monday to Friday, 9am to 5pm

We will give you information over the phone on general health issues and advice on a wide variety of medical matters.

We can provide information on what health services are available in your area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

## Counselling service 0344 893 9012

Open 24 hours a day

We will provide you with a confidential counselling service over the phone if you are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/ or professional services. Any costs arising from the use of these referral services will not be paid by us.

The counselling service helpline is open 24 hours a day, seven days a week.

The following words have these meanings wherever they appear in this Legal Expenses cover:

#### **Appointed representative**

The preferred law firm, accountant or other suitably qualified person we will appoint to act on your behalf.

#### **Costs and expenses**

- a All reasonable, proportionate and necessary costs chargeable by the appointed representative and agreed by us in accordance with the ARAG Standard Terms of Appointment.
- b The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

#### **Countries covered**

- a For insured incidents 2 Contract disputes and 3 Personal injury: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- b For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **ARAG Standard Terms of Appointment**

The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed representative the amount is currently  $\pm 100$  per hour. This amount may vary from time to time.

#### **Identity theft**

The theft or unauthorised use of your personal identification which has resulted in the unlawful use of your identity.

### **Period of insurance**

The period for which we have agreed to cover you.

#### Policy

Cover provided under this Section H: Legal expenses cover.

#### **Preferred law firm**

A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the ARAG Standard Terms of Appointment.

#### **Reasonable prospects**

- a For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. We, or a preferred law firm on our behalf will assess whether there are reasonable prospects.
- b For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

#### We, us, our, ARAG

ARAG Legal Expenses Insurance Company Limited.

#### You, your

The person who has taken out this section of the policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

#### **Our agreement**

This policy and the policy schedule shall be read together as one document and describe the contract between you and us.

We agree to provide the insurance described in this section of the policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

- 1 Reasonable prospects exist for the duration of the claim.
- 2 Claim is reported to ARAG during the period of insurance and as soon as you become aware of an incident which could give rise to a claim.
- 3 Any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered.
- 4 The insured incident happens within the countries covered.

#### What we will pay

We will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, provided that:

- 1 The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.
- 2 The most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- 3 In respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist.
- 4 For an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, we must agree that reasonable prospects exist, and
- 5 Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

#### What we will not pay

- In the event of a claim, if you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by us.
- 2 The first £250 of any claim for legal nuisance or trespass. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has reasonable prospects). If you do not pay this amount the cover for your claim could be withdrawn.

# What is covered

### 1 Employment disputes

What's covered	What's not covered
A dispute relating to your contract of employment.	<ul> <li>A claim relating to the following:</li> <li>a employer's disciplinary hearings or internal grievance procedures</li> <li>b any claim relating solely to personal injury (please refer to insured incident 3 Personal injury)</li> <li>c a settlement agreement while you are still employed.</li> </ul>

### 2 Contract disputes

What's covered	What's not covered
A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for: a buying or hiring in goods or services b selling goods c renting your principal home as a tenant d buying or selling your principal home. Please note that the amount in dispute must be more than £100 (including VAT).	<ul> <li>a A dispute relating to an insurance policy, other than when your insurer refuses your claim</li> <li>b a dispute arising from any loan, mortgage, pension, investment or borrowing. However, we will cover a dispute with a professional adviser in connection with these matters</li> <li>c a lease, licence, or tenancy of land or buildings, or the sale or purchase of land or buildings (other than disputes arising from you buying or selling your principal home or you renting your principal home as a tenant). However, we will cover a dispute with a professional adviser in connection with these matters</li> <li>d a motor vehicle owned by or hired or leased to you.</li> </ul>

### 3 Personal injury

What's covered	What's not covered
A specific or sudden accident that causes your death or bodily injury to you.	<ul> <li>A claim relating to the following:</li> <li>a illness or bodily injury that happens gradually</li> <li>b psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you</li> <li>c defending your legal rights, but we will cover defending a counter-claim</li> <li>d clinical negligence (please refer to insured incident 4 Clinical negligence).</li> </ul>

### 4 Clinical negligence

What's covered	What's not covered
An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.	<ul> <li>a The failure or alleged failure to correctly diagnose your condition</li> <li>b psychological injury or mental illness that is not associated with you having suffered physical bodily injury.</li> </ul>

### **5** Property protection

What's covered	What's not covered
A civil dispute relating to your principal home, or personal possessions, you own, or are responsible for, following: a an event which causes physical damage to such property but the amount in dispute must be more than £100 b a legal nuisance c a trespass. Please note you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.	<ul> <li>a A claim relating to the following: <ul> <li>i any building or land except your principal home</li> <li>ii someone legally taking your property from</li> <li>you, whether you are offered money or not, or</li> <li>restrictions or controls placed on your property</li> <li>by any government or public or local authority</li> <li>iii work done by, or on behalf of, any government</li> <li>or public or local authority unless the claim is for</li> <li>accidental physical damage</li> <li>iv adverse possession (meaning the occupation of</li> <li>any building or land either by someone trying</li> <li>to take possession from you or of which you are</li> <li>trying to take possession)</li> </ul> </li> <li>b Defending a claim relating to an event that causes physical damage to property, but we will cover</li> <li>defending a counter-claim.</li> <li>c The first £250 of any claim for legal nuisance or</li> <li>trespass.</li> </ul> If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has reasonable prospects). If you do not pay this amount the cover for your claim could be withdrawn.

### 6 Tax protection

What's covered	What's not covered
A comprehensive examination by HM Revenue & Customs that considers all areas of your self assessment tax return, but not enquiries limited to one or more specific area.	<ul> <li>A claim relating to the following:</li> <li>a your business activities</li> <li>b any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences.</li> </ul>
Provided that you have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.	

## 7 Jury service and court attendance

What's covered	What's not covered
Your absence from work: a to attend any court or tribunal at the request of the appointed representative	Any claim if you are unable to prove your loss.
b to perform jury service	
<ul> <li>c to carry out activities specified in your identity theft action plan under insured incident 9 Identity theft protection.</li> </ul>	
The maximum we will pay is your net salary or wages for the time that you are absent from work less any amount the court gives you.	

### 8 Legal defence

What's covered	What's not covered
Costs and expenses to defend your legal rights if an event arising from your work as a worker or an employee leads to: a you being prosecuted in a court of criminal jurisdiction	<ul> <li>a Any claim relating to you driving a motor vehicle</li> <li>b Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.</li> </ul>
<ul><li>b civil action being taken against you under:</li><li>discrimination legislation</li></ul>	
<ul> <li>data protection legislation.</li> </ul>	

### 9 Identity theft protection

What's covered	What's not covered
1 Following a call to the identity theft helpline service we will assign a personal caseworker who will provide phone advice and a personal action plan to help regain your identity.	A claim relating to the following: a fraud committed by anyone entitled to make a claim under this policy b losses arising from your business activities.
2 If you become a victim of identity theft, we will pay the costs you incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. We will also pay the cost of replacement documents to help restore your identity and credit status.	
3 Following your identity theft we will pay:	
<ul> <li>a costs and expenses to reinstate your identity including costs for the signing of statutory declarations or similar documents</li> </ul>	
<ul> <li>b costs and expenses to defend your legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to identity theft</li> </ul>	
<ul> <li>c loan-rejection fees and any re-application administration fee for a loan when your original application has been rejected.</li> </ul>	
Please note that:	
i you must notify your bank or building society as soon as possible	
<ul> <li>ii you must tell us if you have previously suffered identity theft, and</li> </ul>	
iii you must take all reasonable action to prevent continued unauthorised use of your identity.	

# **General exclusions**

We will not pay for the following:

Please also see, Things we won't pay out for, on page 16.

#### **1 Late reported claims**

Any claim arising from any act, omission or dispute occurring before the start of this section of the policy which you knew or should have reasonably known could lead to a claim.

#### 2 Costs we have not agreed

Costs and expenses incurred before our expressed acceptance.

#### **3 Court awards and fines**

Fines, penalties, compensation or damages that a court or other authority orders you to pay.

#### 4 Legal action we have not agreed

Any legal action you take that we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

#### **5 Defamation**

Any defamation claim brought by or against you.

#### 6 A dispute with ARAG

Any claim under this section of the policy for a dispute with us. For disagreements with us about the handling of a claim refer to Policy Condition 8.

# 7 Judicial review, coroner's inquest or fatal accident inquiry

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

#### 8 Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- d pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

#### 9 Litigant in person

Any claim where you are not represented by a law firm, barrister or tax expert.

# **Policy conditions**

Please also see, Things we won't pay out for, on page 16.

- 1 Your legal representation
- a On receiving a claim, if legal representation is necessary, we will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- b If the appointed preferred law firm cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the appointed representative.
- c If you choose a law firm as your appointed representative who is not a preferred law firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
- d The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.
- 2 Your responsibilities
- a You must co-operate fully with us and the appointed representative.
- b You must give the appointed representative any instructions that we ask you to.

#### 3 Offers to settle a claim

- a You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our expressed consent.
- b If you do not accept a reasonable offer to settle a claim, we will not pay further costs and expenses.
- c We may decide to pay you the reasonable value of the claim that you are claiming or is being claimed against you, instead of starting or continuing legal action. In these circumstances you must allow us

to take over and pursue or settle any claim in your name. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.

#### 4 Assessing and recovering costs

- a You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this.
- b You must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.

# 5 Cancelling an appointed representative's appointment

If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover we provide will end immediately, unless we agree to appoint another appointed representative.

#### 6 Withdrawing cover

- a If you settle or withdraw a claim without our agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.
- b If during the course of a claim reasonable prospects no longer exist the cover we provide will end at once. We will pay any costs and expenses we have agreed to, up to the date cover was withdrawn.

#### 7 Expert opinion

If there is a disagreement on the merits of the claim or proceedings, or on a legal principle, we may suggest you obtain at your own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by us and the cost expressly agreed in writing between you and us. Subject to this we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence. This does not affect your rights under Policy Condition 8.

#### 8 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with us. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

#### 9 Keeping to the policy terms

You must:

- a keep to the terms and conditions of this policy
- b take reasonable steps to avoid and prevent claims
- c take reasonable steps to avoid incurring unnecessary costs
- d send everything we ask for, in writing, and
- e report to us full and factual details of any claim as soon as possible and give us any information we need.

#### 10 Cancelling this section of the policy

You can cancel this section of the policy by telling us within 14 days of taking it out. Provided no claims have been made within that period, the person who sold you this policy will give you a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this section of the policy at any time afterwards as long as you tell us at least 14 days beforehand. We can cancel this section of the policy at any time as long as we tell you at least 14 days beforehand.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between you and the

person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.

#### **11 Fraudulent claims**

We will, at our discretion, void the section of the policy (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:

- a a claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b a false declaration or statement is made in support of a claim.

# 12 Claims under this section of the policy by a third party

Apart from us, you are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

#### 13 Other insurances

If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

#### 14 Law that applies

This section of the policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

#### **Privacy**

When you purchase and use a ARAG product we will process personal information about you and anyone else whose details are provided to us to provide you with a service or a claim.

We process your personal information in accordance with our Privacy Notice. You can find our Privacy Notice online at **www.arag.co.uk/privacy**. Alternatively you can make a request for a printed copy to be sent to you by contacting **dataprotection@arag.co.uk**.

#### How to make a complaint

We always aim to give you a high quality service.

If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing customer-relations@arag.co.uk
- writing to the Customer Relations Department ARAG Legal Expenses Insurance Company Limited Unit 4a Greenway Court Bedwas Caerphilly CF83 8DW
- completing our online complaint form at www.arag.co.uk/complaints

Further details of our internal complaint-handling procedures are available on request.

# Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim.

More information on the compensation scheme arrangements can be found on the FSCS website, **www.fscs.org.uk** 

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

# How to make changes to your policy

It's important you keep us up to date with any changes that may affect your insurance policy. Please check your policy schedule and statement of insurance and if any of the information that you gave us or your provider when you took out your policy isn't correct or has changed, you need to get in touch. If you don't, it could mean that your policy is no longer valid.

The kind of things that we need to hear about are shown below but you should tell us about anything that is not correct in your documents:

- a change of address
- any significant alterations to your home, such as extensions, that may change the cost of rebuilding the property
- a change in the number of bedrooms (a bedroom is a room designed to be a bedroom, or currently used as a bedroom). So for example, if your home had 3 bedrooms and you added two new bedrooms but use 1 of the old bedrooms as a study, you must declare your home has 5 bedrooms
- a change in the number of bathrooms (a bathroom is any room with a toilet, shower or bath)
- any increase in the value of your belongings that means replacing items as new may be more than the maximum claims limit
- someone other than a member of your family comes to live with you
- your home is going to be unoccupied for more than 60 days in a row
- you or someone who lives in your home receives a county court judgment or criminal conviction (except for motoring offences where a prison sentence has not been served)
- you or someone who lives with you declares bankruptcy
- you use the home for any business or trade purposes
- you plan to let or rent out all or part of your home

Please remember that if you don't tell us about changes, it may affect any claim you make.

If you do tell us something has changed, it could result in an increase or reduction in your premium as well as your excess. It could also mean we would apply an endorsement to the policy or it could mean we are no longer able to insure you.

If your premium falls as a result of the changes, we'll refund you the difference, as long as it's more than £10.

Similarly, if your premium goes up as a result of the changes, we'll only charge you if the increase is more than £10.

# How to cancel your policy

You're free to cancel your policy at any time. To do so, you need to get in contact with the provider who sold you the policy. Your provider may charge you for this, on top of our £7.50 administration charge (plus insurance premium tax where applicable).

How much money you get back will depend on how long you've had the policy for, and whether or not you've made a claim, or may need to make a claim.

### Cancelling within the first 14 days

If you cancel your policy within 14 days of the purchase date, or the date at which you receive your documents if this is later, we'll refund your full premium, minus our £7.50 administration charge (plus insurance premium tax where applicable). If you've made a claim no refund will be paid.

### Cancelling after the first 14 days

After the initial 14 days, as long as you've not made a claim and nothing has happened which could lead to a claim, we'll refund you for the time left on the policy, minus our £7.50 administration charge (plus insurance premium tax where applicable).

We'll work out the cost of your insurance per day, and then refund you for the days that you haven't yet used.

If you've had a claim during the cover period, or something has happened which might lead you to make a claim, then you won't receive any refund. And if you pay for your insurance on a monthly basis, we'll ask you to pay the remainder of the year's premiums.

It's important to be aware that your policy won't be cancelled if you simply stop your direct debit.

Also, if you cancel your policy and you owe us money, you must still pay this.

### Our right to cancel or void your policy

Ageas or your insurance provider have the right to cancel this policy at any time by giving you 7 days' notice in writing. We'll tell you the reason why.

Reasons why we may decide to cancel your policy include, but won't be limited to:

- Changes to the information that you provided us when you purchased the policy, which are shown on your proposal form, statement of insurance or policy schedule, that mean we are no longer willing to cover you.
- We suspect fraud on this or another related insurance policy.
- There's been a misrepresentation which means we no longer wish to insure you.
- We're unable to take a payment from your account.
- You, or someone representing you, is abusive to our staff or anyone acting on our behalf.
- You won't give us information that we ask for.

If we discover that you've deliberately withheld information from us or have given us wrong information because you didn't take care when communicating with us or your insurance provider, we may cancel your policy immediately and not return any premiums or we may void your policy.

This means that we'll treat your policy as though it had never existed. We may also refuse to pay any claim and we may keep any premiums you've paid.

We reserve the right not to invite you to renew your policy.

# How to make a complaint

Should there ever be an occasion where you need to complain, we'll do our best to address this as quickly and fairly as possible.

We'll try to resolve your complaint as quickly as we can. If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter.

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

# If your complaint is about the way your policy was sold

Please contact your insurance insurance provider to report your complaint.

# If your complaint is regarding your claim

Please telephone us on the number shown in your claim's documentation.

# If your complaint is regarding your legal expenses cover

Please contact ARAG as shown on page 50.

### For any other type of complaint

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at **www.ageas.co.uk/make-a-complaint** (please include your policy number and claim number if appropriate).

Our address:

Customer Services Adviser Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

# What to do if you're not happy with our response

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response you've the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman doesn't affect your right to take your dispute to the courts.

You can find out more about how to complain to the Ombudsman online at: **www.financial-ombudsman.org.uk**.

Alternatively, you can write to the Ombudsman at:

Financial Ombudsman Service Exchange Tower London E14 9SR

By phone: 0800 023 4567

#### By email: complaint.info@financial-ombudsman.org.uk

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

If you choose to take a dispute to the courts, this contract is governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

#### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS).

In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit **www.fscs.org.uk** or telephone **0800 678 1100** or **020 7741 4100**.

# How we look after your personal information

The details provided here are a summary of how we collect, use, share, transfer and store your information. If you'd like to read our full Privacy Notice please visit our website **www.ageas.co.uk/privacy-notice** or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, or by emailing **thedpo@ageas.co.uk**.

Your insurance adviser will have their own uses for your personal data and this will be covered in their terms and conditions document, commonly known as a terms of business agreement. Please ask your insurance adviser if you'd like more information about how they use your personal information.

#### **Collecting your information**

When you take out a policy with Ageas, we ask you to share lots of information, such as your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). We may also ask you to share special categories of personal information such as information about your health.

We also collect information from a number of different places, for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

#### Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with an appropriate insurance quotation, policy and price. We may also need it to manage your policy, such as when we deal with a claim or send your documents to you. When you apply for insurance, our decision to provide you with a quotation may involve an automated decision. If you object to this being done, we won't be able to provide you with an insurance quotation. We'll also use your information where we feel there is a good reason for doing so, for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information about previous insurance policies you may have bought; carrying out research and analysis; and recording and monitoring calls with you.

If you've given us this information about someone else, you must have their permission to do so.

### **Sharing your information**

We share your information with a number of different organisations. This may include, but is not limited to: other brands within Ageas UK, Ageas Retail Limited; other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we're trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we'd never share your personal information without the appropriate care and protection in place.

### **Keeping your information**

We'll only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations.

We also keep your information for a number of years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to our full Privacy Notice for more information.

# Use and storage of your personal information overseas

Your personal information may be transferred to, stored and processed outside the United Kingdom (UK). We or our service providers may use cloud-based computer systems (ie network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the UK unless it is to a country

# How we look after your personal information *continued*

which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

### **Your rights**

You have a number of rights in relation to the information we hold about you including: asking for access to and a copy of your personal information, objecting to the use of your personal information or to an automated decision including profiling, asking us to correct, delete, restrict or withdraw any previously provided permission for the use of your personal information, and complaining to the Information Commissioner's Office if you object to the way we use your personal information. A full list of your rights can be found in the full Privacy notice, already stated earlier in this notice.

There may be times when we won't be able to delete your information. This might be because we need to fulfil our legal and regulatory obligations or if there is a minimum period of time for which we have to keep your information. If we're unable to fulfil a request, we'll always let you know our reasons.





Underwritten by **Ageas Insurance Limited** Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

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