safeguard

Bronze Home Insurance Policy Wording

Welcome to Safeguard

Thank you for buying your home insurance through Safeguard. We are an insurance broker and work with a number of insurers.

We're confident you'll be happy with both the policy and the service you get from both us in setting up and managing your policy and your insurer who will deal with any claim should the need arise. If the policy doesn't provide you with the insurance cover you want, please contact us straight away.

This document is laid out so that you can easily find what you need, when you need it. Before you do anything else, please spend a few minutes checking the following documents carefully:

- your schedule
- your statement of fact
- terms of business

These documents, along with this policy wording, any endorsements stated on your schedule, and any notice of changes issued at renewal form the contract between you, us and the insurers.

Check all the information you have provided is correct in your statement of fact. If any information is incorrect, please tell us as soon as possible as this could affect your insurance cover.

If you're not sure whether you need to tell us about something, just ask.

We have also included an insurance product information document (IPID) which shows the main areas of cover and exclusions at a glance.

Thanks again for choosing Safeguard.

The Safeguard team

Your home insurance cover at a glance

Below is a summary of what type of things are covered by your insurance. Some are common to both buildings and contents, whereas others are specific to one or the other – so it depends what cover you've bought.

BUILDINGS AND CONTENTS COVER

Fire, smoke or earthquake	Riot or strikes	Vandalism
Storm or floods	Water escaping	Theft
Collisions or impacts	Falling Aerials	Subsidence

BUILDINGS COVER

Underground Services

CONTENTS COVER

Freezer Contents	Household removal	Tenants Cover

OPTIONAL EXTRAS

Home Legal Expenses	Accidental Damage
Home Emergency Cover	Personal Possessions

If you ever need us, we're only a click or call away

Whether you need to make a claim, or simply chat through your policy, these are the numbers you need. Just make sure you've got your policy details handy, before you call.

Customer Service	Managing your policy your way You can make changes to your policy online 24/7 • It's easy to register for My Account • Register using your Policy Number, D.O.B. and Postcode • You can view and print policy documents whenever needed • Make policy changes safely and securely • Visit www.safeguarduk.co.uk/myaccount Visit our 'Contact Us' page at www.safeguarduk.co.uk/contact-us for details and our phone number, ask a question, make a payment, cancel your policy or make a complaint. You can also request copies of your policy documentation in braille, large print or audio format.	
Claims Helpline	If you need to make a claim under Sections 1 to 5 of your policy, please refer to your schedule where your insurer claims helpline number and its opening hours can be found.	
Home Legal Expenses	**0330 1590646**	If your schedule states that Home Legal Expenses is included, please telephone this number.
Home Emergency Cover	**0333 035 9641** Open 24 hours a day 7 days a week	If your schedule states that Home Emergency cover is included, please telephone this number.
Emergency Helpline	**0333 035 9642**	If you haven't bought Home Emergency cover and you have a home emergency, please call this number and we will be able to provide you with the contact details of approved trades people in your local area. If you use any of the services provided via this line it is your responsibility to pay for any costs incurred.
Personal Legal Advice Helpline	**0333 035 9640**	Your direct line to a dedicated legal specialist who will provide free advice on any personal legal matter. If it's not covered by your Home Legal Expenses policy (if purchased) and further support is required there is a cost which you will need to pay for. However, as a Safeguard customer, you benefit from a discounted rate with our supplier and this will be discussed before you incur any cost.

Safeguard and the insurers may record phone calls for training and monitoring purposes.

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Definitions

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, so we've explained these where we use them in the document.

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

The Home Legal Expenses and Home Emergency sections of cover have their own definitions, which are shown in the relevant sections.

Buildings

The structure of your home including its fixtures and fittings.

Including:

- fixed sanitary fittings (for example, toilets, sinks and baths)
- interior decoration
- permanently fitted laminated, wood effect or vinyl floor coverings
- built in domestic appliances that cannot be removed and reused
- garages and domestic outbuildings, such as summer houses, sheds and greenhouses, as long as they are fully enclosed
- garden walls, gates and fences
- paths, drives and patios
- permanent swimming pools (made of brick, stone or concrete), fixed hot tubs and ornamental ponds
- hard tennis courts
- solar panels

'Buildings' doesn't mean:

- any structure designed for use on a temporary basis, such as tents or gazebos
- land or things in your garden such as flowerbeds, hedges, lawns (or artificial lawns), natural ponds or pools, plants, shrubs or trees
- anything used for trade or business purposes

Domestic outbuildings doesn't include

- structures that are designed to be open on any side, such as carports or gazebos

Contents

Any items that you or your family own or are legally responsible for which are kept at your home.

Including:

- furniture, fixtures and fittings which can be easily removed and reused such as carpets and curtains, laminate flooring, vinyl and lino
- household goods and domestic appliances that can easily be removed and reused
- personal possessions and gadgets e.g. laptops
- mobile phones up to £500
- high risk items up to the limits shown on your schedule
- domestic garden machinery that isn't taxed for use on a public road
- pedal cycles and electrically assisted pedal cycles that can legally 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
- wheelchairs and mobility carriages that are not registered with DVLA for use on a public road

'Contents' does not include:

- interior decorations
- animals, birds or fish
- landlords' fixtures and fittings
- items held or used for business purposes (even if only occasional business use),
- caravans, trailers and motor vehicles, or any of their parts or accessories, except motorbike clothing and helmets
- motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs and electrically powered pedal cycles that do not require a licence to be used on the public highway),
- any motorised watercraft or sail boats, or any of their parts or accessories
- aircraft, gliders, drones, hang gliders and microlights, or any of their parts or accessories
- any items kept in outbuildings, garages, sheds or kept in the open

Family

When we mention the word 'family', we mean anyone who permanently lives in the home but not lodgers or other paying guests.

High risk items

These are items that are more at risk and targeted when there is a burglary or theft and often have a higher cost than other general contents.

High risk items are covered up to 30% of your contents limit shown in your schedule e.g. £15,000 high risk items limit within a £50,000 total contents limit. With a single high risk item limit of £2,000, if the item is worth more than £2,000 you need to tell us about it or it will not be covered.

High risk items are:

- pedal cycles
- any collections of stamps, coins, medals, banknotes or other collectable articles
- articles made of gold, silver, precious metals or precious stones
- clocks, jewellery, watches or furs
- pictures, paintings, sculptures, tapestries, rare and unusual figurines or any item valued for its rareness
- photographic equipment, binoculars, telescopes
- portable musical instruments
- guns

High risk items does not include things such as:

- televisions
- computer equipment and electronic gadgets
- furniture e.g. sofas

Home

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

Personal Possessions

Contents which you or your family take outside your home which are mainly used for private purposes:

- Pedal Cycles;
- luggage, clothing, jewellery or spectacles;
- sports equipment including fishing equipment;
- musical instruments;

Definitions

- photographic equipment;
- gadgets; or
- other items which are normally used, worn on or carried about the person.

Personal possessions does not include:

- anything which is defined as not included under contents;
- any sports equipment when in use
- camping equipment;
- deeds, electronically stored data or credit cards;
- household goods, domestic appliances, furnishings, furniture, china, glass or pottery; or
- tools or items used for purely business purposes.

Safeguard
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Schedule
The document which gives the details of your home, the cover you have in force, the excess that will apply if you make a claim, and details of any endorsements that apply to your policy.

Statement of fact
The information you gave in your application for this insurance. This includes information given in writing (or spoken) by you or by someone on your behalf.

United Kingdom
The United Kingdom of Great Britain and Northern Ireland.

Unoccupied
We consider your home to be unoccupied when it is not lived in and not used overnight by you or your family for more than 60 days in a row. By lived in we mean has been slept in for 5 consecutive nights every month or 2 consecutive nights every week.

We also consider your home to be unoccupied if there isn't enough furniture and furnishings for normal living purposes, or if it has squatters living in it without your permission.

The number of unoccupied days starts from the date that you or your family last left the home, which may be before the date your policy started.

We, us, our, Insurer
Means Safeguard who administer this policy for and on behalf of the insurer, and the insurance company or Lloyd's syndicate which provides Sections 1 to 5 of your policy. Your insurer is specified in the schedule, on whose behalf this document is issued. Sections 6 and 7 have different insurers, the details of which are stated in those sections.

You can check the details of Safeguard and the insurers on the Financial Services Register by visiting the FCA website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

You or your
The person or people shown on your schedule as the insured.

What is an Excess and how does it work?

An excess is the amount you will have to pay towards any claim you make. For example, if you make a claim for £1,500 and have an excess of £100 on your policy, we'd only pay you £1,400.

Your total excess will be made up of a compulsory excess which we set and your voluntary excess which you choose. There are different excesses for escape of water or subsidence.

Details of the excesses you have to pay are shown within your Schedule.

The below example provides a simple view of how the excesses would work following a claim.

Example 1 – You have a fire in the kitchen which causes damage to the buildings.
The cost to repair the damage is £5,000. If you have a £100 compulsory excess and a £200 voluntary excess, you would have to pay £300 towards the repairs. The insurer will pay the remaining £4,700.

Example 2 – A pipe bursts in the bathroom, leading to an escape of water claim.
The cost to repair the damage is £2,000. As the escape of water excess is £500, you would have to pay £500 towards the repairs. The insurer will pay the remaining £1,500.

Example 3 – Your house keys have been lost.
The cost to replace the locks and keys is £1,750, however you are only covered up to £500.

You have a compulsory excess of £100 and voluntary excess of £50.

As the claim is more than the cover provided, the insurer will pay out a maximum of £500 once the excess has been paid, you will be responsible for the rest.

If you make a claim under more than one section of your policy for the same incident, you will only have to pay one excess amount. This will be the higher excess amount.

Guide to making a claim

For many people making an insurance claim is a new experience and can be a stressful time. If you ever need to make a claim, we're here to help you every step of the way

We will do our best to make sure that:

- Claiming on your home insurance is simple and straightforward
- You understand what's happening every step of the way
- Your claim is handled as soon as possible

Here are a few ways you can feel better prepared if you ever need to make a claim.

Before you contact us

If something has been stolen or vandalised, ensure you call the Police first and get a crime reference number. If something has been lost, try to make every effort to get it back for example lost property or retracing your steps.

Who do I call if I need to make a claim under the policy?

For claims under buildings or contents, please call the number shown on your schedule.

If your claim is in relation to the additional covers provided, please call:

- Home Legal Expenses please call 0330 159 0646
- Home Emergency please call 0333 035 9641

If possible, please be ready to give the claims team:

- your policy number
- your home postcode
- the nature of the problem

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

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

If you have had to pay a tradesperson to make urgent repairs necessary to prevent further loss or damage you should ask for and keep hold of any receipts they give you.

If a person makes a claim against you, do not admit liability. Contact Safeguard immediately and send us any writ or summons unanswered.

Do not negotiate or settle any claims made against you, unless we have agreed that you can.

What might we ask you to do or what we might need to do?

To help us handle your claim as quickly as possible we may:

- ask you to take steps to recover any property which has been lost
- ask you to send us at our expense, all the documents and information (including written estimates and proof of value or ownership) we may require
- enter any building where loss or damage has happened
- take control of the remains of any property insured by the policy for which we have agreed to pay a claim and deal with it in a reasonable manner
- leave the remains of any property insured by the policy for which we have agreed to pay a claim with you to deal with as you see appropriate
- take-over, defend or settle any claim made against you
- take legal action in your name for our benefit, at our own expense, whether or not payment has been made and whether or not you have been fully compensated.

What happens when I make a claim?

To make a claim please phone the claims number in your schedule and tell us what has happened.

As long as the loss or damage is covered under your policy, and you have followed all the general conditions (see page 48) we will decide whether to settle your claim by:

- rebuilding (buildings only)
- repairing
- replacing
- by making a payment in respect of the damaged part of your buildings / contents

Your schedule will tell you how much cover you have.

Buildings

All repairs to your buildings will need to be carried out without delay to prevent further damage occurring.

If we offer to repair or replace your buildings this will be through our network of suppliers, but if we agree to pay you in cash, then payment will not exceed the amount we would have paid to our network of suppliers.

Any general renovation, structural and redecoration repair works carried out by contractors appointed by us are guaranteed for 12 months.

What happens if you cannot repair/rebuild my buildings?

If repair or rebuilding is not carried out, we will pay you the lower of:

- the amount by which the buildings have gone down in value as a result of the damage
- the estimated cost of repair or rebuilding

What happens to matching pairs, sets, suites and flooring?

We treat each individual item of matching sets, suites, fixtures and fittings or other articles of a similar nature, design or colour, as a single item.

In the event of loss or damage to parts of your buildings which form part of a set of common design we will only pay for the replacement or repair of the lost or damaged item.

If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. We will not pay for this loss in value under your policy.

If a wooden, laminate or vinyl floor covering is damaged beyond repair we will only pay for the damaged floor covering.

We will not pay for undamaged floor coverings in adjoining rooms even if they are the same colour or design.

Contents and Personal Possessions

If we offer to repair or replace your contents this will be through our network of suppliers, but if we agree to pay you in cash, then payment will not exceed the amount we would have paid to our network of suppliers.

What happens if you cannot repair/replace my contents?

If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied.

What happens to matching pairs, sets, suites and carpets?

We treat each individual item of matching sets, suites, high risk items or other articles of a similar nature, design or colour, as a single item.

In the event of loss or damage to parts of your contents which form part of a set of common design we will only pay for the replacement or repair of the lost or damaged item and not for any other items that have not been lost or damaged solely because they form part of the set or suite.

If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. We will not pay for this loss in value under your policy.

If a carpet or curtains are damaged beyond repair we will only pay for the damaged carpet or curtains.

We will not pay for undamaged carpets or curtains in adjoining rooms even if they are the same colour or design.

What happens if I have more than one claim in the period of insurance?

We will pay in respect of each claim up to the buildings or contents limit shown on your schedule or in the policy, provided that all replacement or repair work is completed for each claim and any recommendations we make to prevent further loss or damage are carried out without delay.

What happens if I have not insured my buildings or contents for the right amount?

If, at the time of you making a claim, we discover that you didn't have enough cover, dependent on the circumstances we may choose to:

- charge the full premium due based up the correct levels of cover and pay your claim in full
- refuse to pay your claim, and/or
- cancel your policy in line with "Cancelling Your Policy" (see page 49)
- reduce your claim payment in direct proportion to the amount of premium underpaid (see example below)

For example, if you bought £50,000 of cover for your contents and we calculate that they're actually worth £100,000, we will calculate how much you would have had to pay us to cover you for the full amount.

If you were paying £300 a year for your 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. As a result, we would only pay 60% of any claim you make on your contents policy. This would apply even if you were making a claim which is below your policy's maximum sum insured.

So if you made a claim for £50,000, we'd only pay £30,000 in this example.

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

Will I need to provide you with receipts or any proof of ownership for any of my contents?

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. If you are unable to provide this information we may choose to reduce your claim payment or refuse to pay your claim.

How we handle a claim for loss of Keys?

If the keys of external doors and windows of your home are lost or stolen, we will work with you to agree the relevant approach to repair or replace your locks and keys.

SECTION 1: BUILDINGS

YOUR SCHEDULE WILL SHOW IF YOU HAVE CHOSEN BUILDINGS COVER.

This section provides details of the cover provided for your buildings.
The below limits are payable after the excess has been paid, your excess can be found in your Schedule.
Further details on how the excess works can be found on page 9

Buildings sums insured	See schedule
Alternative accommodation and Loss of rent	£30,000
Homeowners' legal responsibilities	£2 million
Trace and access	£2,500
Loss or theft of keys	£500

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Loss or damage to your buildings caused by:	• The excess which is shown in the relevant section below or on your schedule • Anything noted in the general exclusions section
1. Fire, smoke, explosion, lightning or earthquake Damage caused by fire, smoke, explosion, lightning or by an earthquake.	
2. Riots and other disturbances Damage caused by a riot, civil commotion, strikes, labour or political disturbances.	
3. Vandalism Damage caused by vandalism	**Loss or damage caused:** • by you, your family, lodgers, paying guests, tenants or employees e.g. cleaner • while the home is unoccupied

4. Storm or flood

Damage caused by storm or a flood

By a storm, we mean strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period and hailstones are extreme if they exceed 20mm in diameter.

By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.

Loss or damage caused:

- to gates, hedges and fences
- to swimming pool and hot tub covers
- by rain or water 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
- by rising damp, penetrating damp or due to a rise in the water table
- caused by frost

You can't make a claim for damage caused by subsidence, heave or landslip under the storm or flood part of the policy. These claims must be dealt with under the subsidence part of the policy and a higher excess would apply.

5. Leaking or freezing water & leaking oil

Loss or damage caused by:

- water or heating oil leaking from storage tanks, pipes or heating system and water leaking from drains and damage caused by water freezing within any of these
- water leaking from or freezing in your home appliances or fish tank

Trace and Access (finding the problem)

If your buildings are damaged we'll pay to find the leak, and the cost of repairs to walls, floors or ceilings up to £2,500. 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.

Loss or damage caused:

- while the home is unoccupied
- by the escape of water from guttering, rainwater down pipes, roof valleys and gullies
- by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on
- by the failure, lack of or wear and tear of sealant or grout
- to the pipework or other parts of the water or heating system unless caused by freezing

You will need to pay the 'Escape of Water' excess as stated on your schedule if the claim is related to a water leak.

We won't pay for any costs associated with finding a leak, unless the buildings have been damaged by the leaking water or oil.

You can't make a claim for damage caused by subsidence, heave or landslip under this part of the policy. These claims must be dealt with under the subsidence part of the policy and a higher excess would apply.

6. Theft or attempted theft

- damage to your buildings as a result of theft or an attempted theft
- any fixtures or fittings, such as copper pipes, are stolen

Loss or damage caused:

- by you, your family, lodgers, paying guests, tenants or permanent employees e.g. nanny, cleaner or gardener
- whilst the home is unoccupied
- while the home is lent, let or sublet or shared unless there has been forced and violent entry into or exit from the home

Section 1: Buildings

7. Damage caused by moving objects

Where your buildings are hit by moving or falling object such as aircraft, vehicle, animals, satellite dishes, aerials or satellite aerials, their fittings or masts, falling trees or branches or flying devices or anything falling from them.

We will also pay the cost of removing trees or branches if they have caused damage to your buildings.

Loss or damage caused:

- to hedges, gates or fences unless the home is damaged at the same time and by the same cause
- by household pets
- by felling, lopping or topping of your trees
- to the device e.g. satellite dish and its installation
- The cost of removing the part of the tree that is still below ground.

8. Subsidence, heave and landslip

Damage to your buildings caused by subsidence heave or landslip.

Subsidence is the downward movement of the ground underneath your buildings.

Heave is the upward or sideways movement of the ground underneath the buildings, which can happen as a result of the soil expanding.

Landslip 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.

Please note there is a higher excess of £1,000 payable by you for claims under this section of your policy.

Damage caused by or resulting from:

- the materials they're built from shrinking or expanding
- coastal or river erosion to the land under or around your buildings
- the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time and by the same cause
- settlement - 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.
- bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion
- demolition, structural alteration or repair work
- poor design, faulty unprofessional work or the use of defective materials or work which did not meet building regulations at the time of completion
- the action of chemicals or chemical reaction.

Damage:

- where you are entitled to compensation from another organisation or person e.g. National House Building Council warranty, contract, legislation or guarantee
- to walls, gates, fences, paths, driveways, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the home is damaged at the same time and by the same cause

9. Underground pipes, drains & cables Accidental damage to your underground services if any cables, pipes, drains and tanks serving your home are accidentally broken.	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 drains serving your home which are not your responsibility.
10. Alternative accommodation and loss of rent If your home can't be lived in due to damage insured by Section 1 we will pay: • the cost of reasonable alternative accommodation for you, your family and your pets • rent which should have been paid to you • ground rent which you have to pay 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 health or safety risk to you and your family. In some circumstances we may 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. Your claims limit for this part of your cover is £30,000.	If your schedule shows you are covered for buildings and contents and you make a claim for alternative accommodation, we will only make one claim payment under either your buildings or contents section of cover.
11. Forced to leave your home We'll pay for suitable alternative accommodation for you, your family and your household pets if a statutory authority won't allow you to live in your home because of damage to a nearby property or risk to your health or safety. But we'll only cover these costs for a maximum of up to 30 days from the date you're forced to leave your home. Claims under this part of your policy won't count towards your maximum claim limit.	
12. Loss of keys The cost of replacing and fitting the locks and keys of external doors and windows of the home if the keys are lost or stolen 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. Claims under this part of the policy have a separate limit of £500.	If your schedule shows you are covered for buildings and contents and you make a claim for loss of keys, we will only make one claim payment under either your buildings or contents section of cover.

13. Professional fees and additional costs Following damage insured by Section 1, we will pay for necessary and reasonable costs: • of complying with any government or local authority requirements • fees to architects, surveyors and consulting engineers • legal fees • the cost of clearing the site and making it and your home safe	**We won't cover:** • costs of meeting requirements that you were given notice of before the damage occurred. • costs or fees for preparing and handling a claim under this section such as where you appoint your own Loss Assessor in relation to a claim you are making on this policy.
14. Moving Home If you are selling your home and the buyer has not arranged their own insurance for your property, the buyer will have the benefit of Section 1 between exchange of contracts until the sale is completed, subject to the policy terms and conditions, as long as the completion is not more than 60 days from the date of exchanging contracts (or conclusion of missives in Scotland). You and the buyer must keep to the terms and conditions of your policy.	**Loss or damage:** • caused while the home is unoccupied

15. Homeowners' legal responsibilities

Compensation, legal costs and expenses which you (or if you die your personal representatives) legally have to pay to somebody or a company if an accident happens in or around your home, happening during the period of insurance, resulting in:

- death, bodily injury or leading to them contracting an illness or disease
- loss or damage to property whilst in the United Kingdom.

We'll also pay any costs or expenses that we agree to in advance.

If you sell your home, you could still be asked to pay for an accident on your old property if the incident was caused by faulty unprofessional work. If this happens we'll cover you for seven years after this policy ends or is cancelled, as long as the damage happened after you'd sold or moved out of your old property.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Claims under this part of the policy have a separate limit of £2,000,000. This includes any costs and expenses we agree to pay.

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 for the same incident.

We won't cover:

- you, anyone in your family or anyone you employ permanently in or around your home e.g. a nanny, cleaner or gardener for death, bodily injury or contracting an illness or disease
- damage to property that you own or has been given to you by someone else to look after
- damage to property that's been leased or rented to you
- damages if they're a result of an accident involving a lift that you own or are responsible for maintaining, unless it's a stair lift
- damages as a result of something you or your family did deliberately or maliciously
- damages that arise from using your home for business or employment
- legal responsibilities relating to you occupying your home, or any other land or property. These claims will usually be covered by your contents policy
- claims just because you've made a written or verbal agreement with another person for something you would not otherwise have been liable for
- liability arising out of any business or profession or motorised vehicles
- any amount over the limit opposite, for any claim or series of claims caused by the same incident.

SECTION 2: BUILDINGS – OPTIONAL ACCIDENTAL DAMAGE

YOUR SCHEDULE SHOWS IF THIS SECTION APPLIES TO YOUR POLICY.

WHAT WE COVER YOU FOR:

Accidental Damage

It covers you for accidental damage to your buildings.

When we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.

WHAT WE DON'T COVER YOU FOR:

We won't pay claims under this section of the policy if they're covered elsewhere or excluded in Section 1 of this policy.

Damage occurring whilst:

- any part of the home is occupied by lodgers, tenants or paying guests
- the home is unoccupied
- the property is undergoing renovation, repair or structural works

Damage caused by:

- someone that you lend or rent all or part of your home to
- subsidence, heave, landslip, structural movement, settlement, shrinkage or drainage which must be claimed under Section 1. If we refuse to pay all or part of your claim, you can't make a further claim on the accidental damage section of the policy
- scratching, denting or chipping e.g. windows, solar panels, kitchen hobs, kitchen worktops, oven doors, baths, toilets, sinks, bidets and showers
- the inadequacy or absence of appropriate sealant or grout
- poor unprofessional work or bad design. This includes any work, materials or drainage which didn't meet building control regulations when it was completed
- pets and domestic animals, insects or vermin
- mechanical or electrical breakdown or failure

We won't pay for:

- damage caused to hot tubs
- storm damage to gates, fences, hedges and swimming pool covers.
- cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings.

SECTION 3: CONTENTS

YOUR SCHEDULE WILL SHOW IF YOU HAVE CHOSEN CONTENTS COVER.

This section provides details of the cover provided for your contents.

The below limits are payable after the excess has been paid, your excess can be found in your Schedule. Further details on how the excess works can be found on 9.

Contents sum insured	See schedule
Alternative accommodation	£10,000
Public and personal legal responsibilities	£2 million
Domestic employee legal responsibilities	£10 million
Mobile phones	£500
Loss or theft of keys	£500
Freezer contents	£250
Tenants cover	£5,000
Special events	10% increase

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Loss or damage to your contents whilst in the home caused by:	• The excess which is shown in the relevant section below or on your schedule • Anything noted in the general exclusions section
1. Fire or smoke, explosion, lightning or earthquake 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 or melting.
2. Riots and other disturbances Damage caused by a riot, civil commotion, strikes, labour or political disturbances.	
3. Vandalism Damage caused by vandalism	**Loss or damage caused:** • by you, your family, lodgers, paying guests, tenants or employees e.g. cleaner • while the home is unoccupied

4. Storm or flood • Damage to your contents caused by a storm • Damage to your contents caused by a flood By a storm, we mean strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24-hour period and hailstones are extreme if they exceed 20mm in diameter. By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.	**Loss or damage caused:** • By 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 • to swimming pool and hot tub covers • to pedal cycles and contents left outside the home • by rising damp, penetrating damp or due to a rise in the water table • caused by frost
5. Leaking or freezing water & leaking oil • Damage to your contents caused by water or oil leaking from your storage tanks, pipes or heating system and water leaking from your drains and damage caused by water freezing within any of these • damage to your contents caused by water leaking from or freezing in your home appliances or fish tank	**Loss or damage caused:** • while the home is unoccupied • by subsidence, heave or landslip that results from the escaping water • by faulty workmanship • by chemicals or chemical reaction • by the escape of water from guttering, rainwater down pipes, roof valleys and gullies • by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on • by the failure, lack of or wear and tear of sealant or grout • to the fixed domestic water or heating system itself or any costs associated with finding a leak
6. Theft or attempted theft • If your contents are stolen from your home • damage to your contents caused by someone attempting to steal them	**Loss or damage caused:** • by you, your family, lodgers, paying guests, tenants or employees e.g. cleaner • while the home is unoccupied • while any part of the home is lent, let, sub-let or shared unless there is a break-in and your buildings are damaged by the forced entry No cover for items stolen from outbuildings, garages or left in the open.

7. Damage caused by moving objects

Where your buildings are hit by moving or falling objects such as:

- aircraft,
- vehicles,
- animals,
- satellite dishes,
- falling trees or branches

and your contents are damaged as a result.

Loss or damage caused:

- by felling, lopping or topping of your trees
- by pets and domestic animals
- to the device which fell or its installation e.g. satellite dish

The cost of cutting down and removing a fallen tree unless the contents are damaged at the same time and by the same incident.

8. Subsidence, heave and landslip

Damage to your contents caused by subsidence or heave of the site that your buildings stand on or landslip.

Subsidence is the downward movement of the ground underneath your buildings.

Heave is the upward or sideways movement of the ground underneath the buildings, which can happen as a result of the soil expanding.

Landslip 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.

Damage caused by or resulting from:

- the materials they're built from shrinking or expanding
- coastal or river erosion to the land under or around your buildings
- the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time and by the same cause
- settlement - 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.
- bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion
- demolition, structural alteration or repair work
- poor design, faulty unprofessional work or the use of defective materials or work which did not meet building regulations at the time of completion
- the action of chemicals or chemical reaction.

Damage:

- where you are entitled to compensation from another organisation or person e.g. National House Building Council warranty, contract, legislation or guarantee

Section 3: Contents

9. Household Removal

Loss or accidental damage to the contents while they are being moved by professional furniture removers from the home to your new permanent home within the United Kingdom.

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.

Loss or damage:

- to glass or other fragile items that are lost or damaged
- not reported within 7 days of delivery to a new home
- to contents in storage or being moved to or from storage
- to high risk items or personal money

10. Freezer Contents

Loss or damage to food or drink in any freezer in the home caused by a change in temperature following:

- a breakdown
- a domestic fuse blowing
- accidental failure of the public gas or electricity supply
- contamination by the escape of refrigerant or refrigerant fumes

Claims under this part of the policy have a separate limit of £250 and won't count towards your maximum claim limit.

Loss or damage caused:

- by your energy company deliberately cutting off your supply
- while the home is unoccupied
- caused by a deliberate act or negligence

11. Tenants Cover

Loss or damage you are legally responsible for to:

- Fixtures and fittings, greenhouses and sheds installed by you at the home and insured by Section 3 – Contents of your policy
- The structure, decorations, fixtures and fittings of the home that you are responsible for as a tenant under a tenancy agreement insured by Section 1 – Buildings paragraphs 1 to 8 of your policy
- We will also pay the cost to repair or replace the following if they are accidentally broken:
- underground cables, pipes and drains, as long as they all serve your home
- fixed panes of glass and solar panels
- ceramic or glass in hobs and oven doors, as long as they are built into your kitchen
- baths, toilets, bidets, sinks, basins and showers
- Claims under this part of the policy have a separate limit of £5,000

Loss or damage caused:

- while the home is unoccupied
- to underground cables, pipes and drains serving your home which are not your responsibility
- poor design, faulty unprofessional work or the use of defective materials or work which did not meet building regulations at the time of completion
- scratches to panes of glass, solar panels, ceramic hobs built into kitchen worktops or glass oven doors. Similarly we won't pay for scratches or dents to baths, toilets, bidets, sinks/basins and showers
- We won't pay for the cost of repairing or replacing window or door frames that are accidentally broken
- which we have indicated that we will not pay for under parts 1 to 8 of Section 3 – Contents
- which we have indicated that we will not pay for under parts 1 to 8 of Section 1 – Buildings

12. Alternative Accommodation

If your home can't be lived in due to damage insured by Section 3 - Contents we will pay:

- the cost of reasonable alternative accommodation for you, your family and your pets
- rent which should have been paid to you

When we say your home can't be lived in, we mean that continuing to stay in your home poses a health or safety risk to you and your family.

Following a claim under this section, when your home is uninhabitable, your contents will be covered at both your home and the address of the alternative accommodation.

Claims under this part of your policy have a separate limit of £10,000 and won't count towards your maximum claim limit.

If your schedule shows you are covered for buildings and contents and you make a claim for alternative accommodation, we will only make one claim payment under either your buildings or contents section of cover.

If we reject a claim for damage to 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 your buildings. This should be picked up by your buildings cover, either under this policy or if you have purchased buildings cover elsewhere.

If we have completed your contents claim and you have purchased buildings cover elsewhere, we will not continue to pay alternative accommodation costs just because damage to your buildings prevents you from moving back in to your home.

13. Loss or theft of keys

The cost of replacing and fitting the locks and keys of external doors and windows of the home if the keys are accidentally lost or stolen anywhere in the world.

The cost of replacing and repairing locks on outside doors if your keys are damaged inside the home by an event covered by this contents policy.

Claims under this part of the policy have a separate limit of £500.

If your schedule shows you are covered for buildings and contents and you make a claim for your house keys, we will only make one claim payment under either your buildings or contents section of cover.

14. Special Events

We will increase the contents sum insured under Section 3 – Contents by 10% to cover gifts and extra food and drink at your home:

- for one month before and after you or your family's wedding, civil partnership ceremony, birthday or religious festival,
- 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.

This additional allowance won't change any other limit on the policy other than the contents sum insured. For example, this will not increase your high risk items limit.

15. Public and personal legal responsibilities

We'll pay amounts that you or your family are legally obliged to pay following an accident that results in someone's death, illness or injury.

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 whilst in the United Kingdom or the rest of the world for temporary visits.

We'll also pay the costs or expenses that we agree to in advance. This cover will only be valid if the accident happened 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.

Claims under this part of the policy have a separate limit of £2,000,000 which includes costs and expenses.

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.

We won't cover legal responsibilities relating to you owning your home or any land or property. These claims will normally be covered by your buildings policy, which might be held with us.

We do not 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 employed by you e.g. a nanny, cleaner or gardener.

We 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. Also, it won't cover you for any damage to property that you've leased or rented from someone else.

We won't pay claims for damages that are a result of your business, employment or profession.

We won't pay for claims involving the use of electric golf trolleys or golf buggies.

We won't pay claims that arise from owning, possessing or using caravans, horse boxes, trailers, motor vehicles including e-scooters or any vehicle that would need to be registered with DVLA to be legally used on a public road.

We won't pay claims that arise from owning or using an aircraft, including model aircraft, gliders, hang gliders, microlights, drones and any remote any remote controlled flying devices.

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 they are inside the boundary of your home. However, 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 an illness, disease or virus onto another person.

We won't pay for any claims relating to any physical attack or alleged physical attack.

We won't pay claims that are as a result of hunting or racing of any kind, except when you are racing on foot.

We won't pay claims just because you've made a written or verbal agreement with another person for something you would not otherwise have been liable for.

	We won't pay claims that arise from owning, possessing or using quad bikes, self-balancing personal transportation such as hoverboards and Segways. We won't pay claims that arise from owning, possessing or using firearms or other weapons. We won't pay claims that arise from using any sport equipment or whilst undertaking any sporting activities. Any amount over the limit stated opposite for any claim or series of claims caused by the same incident. We won't pay claims for fines, penalties or aggravated, punitive, or exemplary damages. We won't pay you for legal costs, damage, injury, losses, as well as any money you're legally obliged to pay to other people, if you are insured under any other contract or policy for the same event, unless the limit of indemnity under that policy has been exhausted. When we do pay, we'll only pay any amount that isn't covered elsewhere or if the other contract or policy has the same exclusion, we'll only pay our share of the cost. However, if the other insurance is more specific than ours, then we'll only pay any shortfall.

16. Domestic employee legal responsibilities 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 the course of their work for you. This cover applies anywhere in the world as long as your employees were appointed in the United Kingdom. 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 as long as the contract was entered into before you went on holiday. We'll also pay any costs or expenses that we agree to in advance. If you make a claim under this part of your policy, we won't ask you to pay an excess. Claims under this part of the policy have a separate limit of £10,000,000.	We do not cover your own injury or death under this section. We also do not cover injury or death to someone in your family. We won't pay more than the amount shown opposite for any claim or series of claims caused by the same incident. We do not cover any liability as a result of entering, getting onto, getting off or travelling in any vehicles where such bodily injury or illness (including death) is caused by or arises out of you or your family's use of any vehicles. We won't pay for any costs or damages that you have to pay if you pass an illness, disease or virus onto another person. We won't pay claims for fines, penalties or aggravated, punitive, or exemplary damages. We won't pay for claims involving the use of electric golf trolleys or golf buggies. We won't pay claims that arise from owning, possessing or using caravans, horse boxes, trailers, motor vehicles including e-scooters or any vehicle that would need to be registered with DVLA to be legally used on a public road. We won't pay claims that arise from owning or using an aircraft, including model aircraft, gliders, hang gliders, microlights, drones and any remote any remote controlled flying devices. 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 they are inside the boundary of your home. However, 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 claims that arise from owning, possessing or using firearms or other weapons.

SECTION 4: CONTENTS – OPTIONAL ACCIDENTAL DAMAGE

YOUR SCHEDULE SHOWS IF THIS SECTION APPLIES TO YOUR POLICY.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Accidental Damage We will cover accidental damage to the contents in your home. 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 under this section of the policy if they're covered elsewhere or excluded in Section 3 of this policy. Damage caused: • to contents in your garden • to documents such as passports or driving licences, money or food and drink • to clothes • to sports equipment whilst in use • whilst the home is unoccupied • caused deliberately by anyone who you allow to be in your home • by pets and domestic animals • by computer viruses • or arising from scratching, denting or chipping unless they stop you using the item • by water coming into the home as a result of poor workmanship, bad design or wear and tear. • by the inadequacy or absence of appropriate sealant or grout • frost, damp, corrosion, rust, wet or dry rot, however caused, fungus, insects, vermin, woodworm • by any process of cleaning, dyeing, repair, renovation or alteration. 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 also won't pay for accidental damage to teeth or false teeth that happens while chewing something. We won't pay the cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media. We won't pay for damage if it's caused by your power supply being deliberately cut off by your energy company. 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 devices, such as drones, model airplanes, helicopters, cars or boats. We won't pay for the cost of repairing or replacing electrical or mechanical equipment following its breakdown or misuse.

SECTION 5: OPTIONAL PERSONAL POSSESSIONS

YOUR SCHEDULE SHOWS IF THIS SECTION APPLIES TO YOUR POLICY.

Money away from the home	£500
Mobile phones	£500 (unless specified)
Theft from an unattended vehicle	£1,000

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Theft, accidental loss of or accidental damage to your personal possessions whilst within the United Kingdom, or anywhere else in the world for up to 60 days in any one period of insurance. By personal possessions, we mean money, clothes and jewellery or any other items worn or carried by you or your family in daily life. There are limits under this part of your policy for mobile phones, personal money and theft from a locked vehicle. There is also a single item limit of £2,000 unless the item is specified in your schedule. Any items over £2,000 that are specified will be covered inside and outside your home. Claims under this part of the policy have a separate limit. Check your schedule to see how much it is.	We won't pay claims under this section of the policy if it is covered elsewhere under your contents policy. **Loss or damage:** • to any items held or used for business or professional purposes • if personal possessions are stolen from an unlocked hotel room or similar temporary accommodation, or if they're damaged as part of an attempted theft from these locations • if it's scratched or dented unless it prevents you from using the item • caused by, or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing • by domestic animals or pets, insects or vermin • to dental crowns, caps, fillings. Or to false teeth that happens while chewing something • to sports equipment while it's being used • to car keys and key fobs, or documents, such as passports and driving licences • to camping equipment • to possessions if they're stolen from an unattended car or van, unless they were stored out of sight in a glove box or locked boot. The car or van must also have been locked, windows and sunroofs closed, any security systems activated, and the vehicle must have been broken into and damaged by the forced entry • over £1,000 from an unattended vehicle • to any remote controlled devices, such as drones, model airplanes, helicopters, cars or boats • to any motorised or electrically assisted vehicles that can be used on a public road without a licence and can travel more than 15mph • to any vehicle, wheelchair or mobility carriages registered with the DVLA

	• to drones, quadbikes or self-balancing personal transportation such as hoverboards and Segways • to pedal cycles: – by theft if unattended and outside the boundary of the home unless in a locked building or attached by a locked security device between the pedal cycle's frame and a permanently fixed structure – accessories or tyres unless the pedal cycle frame is stolen, lost or damaged at the same time – used for any form of racing or pacemaking The most we will pay for specified items is the value stated on your schedule.

Section 6 – Optional Home Legal Expenses

Your schedule shows if this section applies to your policy.

Important information about Home Legal Protection Insurance

1. **Your** Home Legal Expenses is a contract of insurance between **you** and RAC Insurance Limited with additional services provided by RAC Motoring Services. The contract consists of:
   - This **policy** booklet;
   - The **policy** schedule;
   - Any notices **we** send **you**, for example, any letter **we** send **you** notifying **you** if there are any changes.
2. A premium is payable for the contract of insurance which will be made clear to **you** in advance of purchase.
3. Home Legal Expenses is arranged and administered by RAC Insurance Limited.
4. Home Legal Expenses is intended to provide cover for the costs of;
   a. Pursuing or defending a **claim** in respect of a dispute relating to personal goods or services, or for claiming against an at-fault third party for damage caused to **your** personal property in **your home** (Section A);
   b. Pursuing a **claim** for personal injury as a result of an accident or clinical negligence (Section B);
   c. Pursuing or defending a **claim** in relation to your employment (Section C);
   d. Pursuing a **claim** in relation to a breach of **your** rights in respect of **your home**, or in relation to a dispute concerning the buying or selling of **your home** (Section D);
   e. Making a **claim** to respond to an enquiry into **your** personal tax affairs by HMRC (Section E);
   f. Defending a prosecution relating to a motoring offence (Section F) and;
   g. Making a claim for lost earnings as a result of Jury Service (Section G).

It meets the demands and needs of those who wish to ensure such risks are met now and in the future.

   - Home Legal Expenses also provides a Telephone legal helpline to assist **you** with advice relating to private legal matters (Section H).

5. There is no limit to the number of **claims you** can make in any **policy period.** The amount that is covered for certain types of **claims** or for certain sections are set out in this booklet.

Your Home Legal Expenses

Home Legal Expenses is provided by RAC Motoring Services (310208) and RAC Insurance Ltd (202737). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the above details on the Financial Services Register by visiting the FCA website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Definitions

Any words in bold in this section have a specific meaning, which we explain below.

Claim

Means an incident which we accept as falling within the terms and **policy** period of this Home Legal Expenses **policy** and which, in our reasonable opinion, is the incident or first in a series of incidents that could lead to a **claim** being made;.

Home
Means the private residence shown in **your** Policy Schedule including garage/s and outbuildings.

Legal costs
Means:

1. The reasonable, proportionate and properly incurred fees, expenses, costs and disbursements or accountancy fees incurred by you and agreed by us in pursuing or defending a claim; and/or
2. The reasonable costs of a third party for which you are ordered to pay by the court or are agreed by us and which are incurred in connection with legal proceedings;

Legal proceedings
Means the pursuit or defence of civil legal cases for damages and/or injunctions or specific performance.

Legal representative
Means us; or the solicitors or other qualified experts appointed by us to act for **you** provided that they agree:

1. To try to recover all **legal costs** from the other party;
2. Not to submit any **claim** for **legal costs** until the end of the case; and
3. To keep us informed, in writing, of the progress of **legal proceedings**;

Policy
Means this Home Legal Expenses insurance **policy** that is subject to the terms and conditions in this booklet, along with **your Policy** Schedule;

Policy period
Means the length of time this **policy** is in force, from the **start date** as shown on **your** schedule;

Proportionate
Means the value of the **claim** must be greater than the costs of pursuing the **claim**.

RAC/We/Us/Our
Means RAC Insurance Limited and any person employed or engaged to provide certain services on its behalf or on behalf of the RAC Group;

Reasonable prospects of success
Means a 51% or above chance of recovering damages, obtaining any other legal remedy which we have agreed to or being successful in defending a **claim** or being successful in an appeal or defence of an appeal.

Standard terms of appointment
Means the terms and conditions which we will require the **legal representative** to accept in order for us to cover **your legal costs**. This contract sets out the amounts we will pay the **legal representative** under **your policy** and their responsibilities to report to us at various stages of the **claim**. A copy of these terms can be requested by contacting us.

Start date
Means the date that this **policy** begins, or renews, as shown on **your Policy** Schedule;

Section 6: Optional Home Legal Expenses

Territorial limits
Means

a) For sections A-B of **your policy**, the **UK** and the European Union.

b) For sections C-G of **your policy**, the **UK**.

UK

Means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man;

You/Your
Means the person(s) named as insured on **your Policy** Schedule and any members of **your** family permanently residing at **your home**.

Your Policy Cover
We will provide **you** with cover for **your legal costs** associated with pursuing or defending a **claim** that falls within the **policy** terms of sections A-G below up to a limit of £100,000 provided that;

- The incident occurs within the **policy period**;
- The incident occurs within the **territorial limits** and;
- **Your claim** has **reasonable prospects of success** (sections A-F only).

We will also provide **you** with a Telephone Legal Helpline service that falls within the **policy** terms of section H.

How to Make a Claim
Please let us know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean we are unable to cover **you**. To make a **claim**, just call our Telephone Legal Helpline for help and advice on 0330 159 0646.

Section 6: Home Legal Expenses continued

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
Section A - Consumer Issues	
Legal costs for the pursuit or defence of a **claim** relating to a contract for the sale, purchase, servicing, repair or hire of personal goods or services. **Legal costs** to pursue a **claim** relating to physical damage to **your** personal property at **your home**.	• A dispute involving any government body, local or public authority; • A contract involving a financial services provider; • A lease, tenancy or licence to use land; • A contract relating to a vehicle owned by **you** or which **you** are legally responsible for; • Any **claim** relating to a contract involving the construction or alteration of a building for **your** own use except in relation to disputes where the amount in dispute is below £15,000 inclusive of VAT; or • Arising from the purchase or sale of **your home**.

Section B - Personal Injury and Clinical Negligence

Legal costs to pursue **legal proceedings** against a third party if **you** suffer injury or death due to an accident or as a result of clinical negligence.	• An accident involving a motor vehicle where **you** were driving or were being carried as • a passenger; • Any **claim** for personal injury which was not caused by a specific or sudden incident, or which develops gradually; or • A **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

Section C - Employment Disputes and Employee Defence

Legal costs if **you** are an employee, or ex-employee, and experience a breach of **your** rights under **your** contract of employment; and/or employment laws and **you** wish to pursue a **claim** in an Employment Tribunal (or equivalent outside of England and Wales); or **Legal costs** if one of the following situations arises from **your** work as an employee; • **You** are dealing with the police or Health and Safety Executive or other prosecuting agency, prior to being charged with an offence; • **You** are being prosecuted in a criminal court • **You** have a **claim** brought against **you** under Article 82 of the General Data Protection Regulation; • **You** have a **claim** brought against **you** for unlawful discrimination or; • ou are facing a formal investigation or disciplinary hearing brought by a trade association or professional or regulatory body.	• Any **claim** which relates only to the **legal costs** of any disciplinary or investigatory procedure; • Any **claim** which solely relates to the **legal costs** of a settlement agreement; or • Fines, damages or other penalties a court or other authority orders **you** to pay.

Section D – Property Issues

Legal costs for a **claim** if **you** suffer nuisance, trespass or physical damage to **your home**. **Legal costs** for a **claim** in relation to a dispute for buying and selling of **your home**.	• Any incident relating to works undertaken or due to be undertaken by or under the order of any government or public or local authority unless the **claim** relates to accidental physical damage; • Any incident relating to, directly or indirectly, planning law; • Any incident relating to subsidence, heave, landslip, mining or quarrying of land underneath **your home**; or • Any **claim** relating to a contract involving the construction or alteration of a building for **your** own use.

Section 6: Optional Home Legal Expenses

Section E – Tax Disputes

Legal costs for a **claim** to respond to a formal aspect or full enquiry into **your** personal Income Tax position from HM Revenue and Customs. **You** must have kept complete, truthful and up to date records and have provided HM Revenue and Customs with all information reasonably required in a timely manner.	• Any enquiry which involves allegations of fraud, deliberate misstatement or omissions, including under declaring **your** income; or • Any enquiry related to **your** business, trade or profession.

Section F – Motor Prosecution Defence

Legal costs for a **claim** if **you** have received a summons or requisition for prosecution to attend court for an alleged motoring offence. Pleas in mitigation are covered where reasonable prospects of avoiding a disqualification exist.	• We cannot provide help if **your claim** relates to an alcohol, drugs or parking related offence; • Any **claim** where the driver does not hold a valid driving licence at the time of the incident; or • Fines, or other penalties a court of criminal jurisdiction orders **you** to pay.

Section G – Jury Service

We will pay **your** net salary or wages for the period that **you** are absent from work as a result of jury service up to a limit of £100,000. Payments shall be calculated based on an 8-hour working day, and the duration of **your** absence from work to the nearest half day. One day's pay shall be calculated as 1/250th of **your** annual net pay. If **you** work part-time, any amount payable shall be calculated on a pro-rata basis. We will require evidence of **your** earnings in the form of payslips or, if **you** are selfemployed, evidence **you** have provided to HMRC of **your** monthly average earnings. Claims will only be considered on conclusion of **your** period of jury service.	• Any amounts payable by the court or that are recoverable from **your** employer; or • Payment for loss of net salary or wages when **you** have not provided **your** payslips for the last 12 months or tax return for the preceding tax year.

Section H – Telephone Legal Helpline

We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call us on 0330 159 0646. We will give **you** initial legal advice on any private legal matter within the **UK**. We will tell **you** what **your** legal rights are, which options are available to **you** and how best to implement them. We will let **you** know if **you** need a lawyer.	• Advice on business / commercial matters (including advice as a landlord), immigration or judicial review; • Advice where in our reasonable opinion we have already given **you** the options available.

General Conditions applying to this section

The following conditions apply to all sections of this **policy**. If **you** do not comply, we can refuse cover and/ or cancel **your policy**.

1. Claims can be complex and technical. **You** must follow our advice or that of the **legal representative** to continue to receive funding from us. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to us straight away or take any other action that may harm **your** case) we may withdraw cover.
2. We will not cover **legal costs** that have not been agreed by us or were incurred prior to us accepting the **claim**.
3. We will not cover **legal costs** where **you** ought reasonably to have known that an incident leading to a **claim** was possible prior to the purchase of the **policy**.
4. We may withdraw cover if at any point **your claim** does not have reasonable prospects of success.
5. **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, we may not cover **you** and it may affect **your** ability to **claim**. Please speak to us if in doubt.
6. **You** must notify us of all offers to settle **your claim**. We may withdraw cover if we have not provided written authorisation to accept or reject an offer to settle **your claim**.
7. We will need to be able to speak directly to any **legal representative** appointed, or agreed by us, even if this is one **you** have chosen.
8. Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** want to do this, please tell **us** their name and address so **we** can consider **your** request. **Your** suggested **legal representative** must agree to **our** standard terms of **appointment**, which **you** can request a copy of. **You** will have to pay any legal costs above the rate **we** would normally pay **our** preferred **legal representative**, which is £120 per hour. This amount may vary from time to time. If for any reason **we** can't agree to **your** suggested legal representative, **we** will ask the Law Society of England and Wales (or a similar body) to name one.
9. If **you** have a dispute with us or complaint about the service provided by us or a **legal representative** we appoint, please let us know using our complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against us, or any company within the Atlanta group of companies.
10. We will not provide cover for class actions or test cases.
11. We will not provide cover for disputes between **you** and someone who **you** currently or have previously lived with;
12. We may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**.
13. If **you** have legal expenses cover with a provider other than RAC or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, we will not provide cover.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. We will resume our service to **you** as soon as we can in these circumstances.

Section 7 – Optional Home Emergency

Your schedule shows if this section applies to your policy.

The cover in this section applies if it is shown on **your schedule** and if **you** have paid the premium.

This section provides **you** with help for specific **home emergencies** that **you** may not already have insurance cover for which affect the safety and security of **your home**, potentially making it uninhabitable. It isn't designed to replace your buildings and contents insurance and won't provide assistance for normal day-to-day **home** maintenance.

The emergencies this policy provides assistance for are:

- Boiler & Heating
- Plumbing and Drainage
- Failure of internal electrics
- Pests
- Gas supply pipe

If **you** have recently moved into **your** home, **we** recommend that a service is carried out on **your** boiler and central heating system. **You** should maintain your boiler in accordance with manufacturer's guidelines.

Please call **us** on **0333 035 9641** as soon as **you** are aware of the **emergency**.

This section is underwritten by Inter Partner Assistance S.A., authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

Definitions applicable to Section 7

The following defined words are printed in bold type and the meanings of these words are set out below and apply only to this section of your policy.

Authorised Contractor

A tradesperson authorised by us to assess your claim, and carry out repairs in your **home** under your policy and under our delegated authority.

Emergency

A sudden and unforeseen incident in your **home** which immediately; exposes **you** or a third party to a risk to health or; creates a risk of loss or damage to your **home** and/or any of your belongings or; makes your **home** uninhabitable.

Emergency Repairs

Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

Home

For the purposes of section 5 only. Your **home** is the house or flat on your schedule, its integral (built-in) garages all used for domestic purposes only in the United Kingdom. It does not include detached garages, sheds, greenhouses and other buildings.

Permanent repair

Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.

Reinstatement

Making good any damage caused to the fabric of your **home** where we have gained access to the **emergency**.

Reimbursement Basis

Subject to our prior agreement and on receipt of the engineer / installer/ supplier/ **authorised contractor's** fully itemised invoice, we will pay **you** a contribution to the cost of the **emergency** repair covered under this section which **you** will arrange yourself. This will be in full and final settlement of your claim.

Temporary Repair

Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a **permanent repair**.

Trace and Access

Identifying and locating the source of the **emergency**, and gaining the necessary access to resolve it.

You

For the purposes of this section, **you** also includes an immediate member of your family normally living at your **home**.

Section 7: Home Emergency Cover continued

Set out below are the covers, and exclusions, which limit the type and value of **emergency repairs you** can **claim** for.

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
We will only pay for the **emergency repairs**.	**We** will not pay for any damage caused by the **emergency.**
Plumbing	
An emergency relating to: The internal hot and cold water pipes between the main internal stopcock and the internal or external taps; The cold water storage tank; Flushing mechanism of a toilet; A leak from: • **Your** toilet; • Pipes leading to and from the shower or bath; • Internal section of the overflow pipe; • Central heating water pipes; • Radiators.	Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain; Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins. Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines; Septic tanks, swimming pools and hot tubs; Repair to, or replacement of, all pipe work outside the **home**; Dealing with temporarily frozen pipes; The cost of **reinstatement**, resulting from **trace and access.**

Drainage	
An **emergency** relating to the waste pipes causing a blockage or a waste water leak. • Blocked or leaking waste pipes, and blocked rainwater drains; • Blocked sinks, baths, toilets or external drainage; • Blocked or leaking soil vent pipes, provided **you** are solely responsible for this. **You** will still be covered if **you** do have another working toilet or bathing facility.	Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the **home**); Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes; Regularly cleaning **your** drains and any descaling of **your** drains; Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain other than if this causes an **emergency**; Repairing or unblocking drains which are used for commercial purposes; Making access to drain systems points of entry (such as manhole covers) if these have been built over; Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil; The cost of **reinstatement**, resulting from **trace and access**.
Failure of internal electrics	
Failure of your electrics rendering your **home** uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.	Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs; Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **home**.
Removal of pests	
Removal of rats, mice, grey squirrels, wasps and hornets, where evidence of infestation in **your home** has been found.	Pests found outside your **home**, such as in detached garages and outbuildings. Failure to follow remedial advice made by us or by **our authorised contractor** on pest prevention, hygiene measures, or elimination and blockage of entry point. **We** are unable to assist where there is infestation of protected species.

Internal gas pipe

A leak from the internal gas supply pipe in **your home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service. If **you** think **you** have a gas leak, **you** should immediately call the National Gas Emergency Service on 0800 111 999.	Restoration of gas supply is not included. Please contact **your** Utility Company who will be able to arrange this for **you**; Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection; The cost of **reinstatement**, resulting from **trace and access.**

Boiler and heating system

Failure or breakdown of **your** primary heating/hot water system, resulting in no hot water and/or heating. **We** will also cover **you** for: • A loss of water pressure within a boiler due to a fault; • A water leak from the boiler/heating system; • Radiators and pipes leading to radiators. Included: Domestic gas boiler within **your home**, the output of which does not exceed 60kW. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue; **Important note** Claims related to other forms of primary heating, such as renewable technologies in **your home** or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a **reimbursement basis** if an **authorised contractor** is not available at the time in **your** local area.	Commercial boilers or heating systems with an output of over 60kW; Any heating system which is not wholly situated within **your home** or is shared with neighbouring dwellings; Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Thermostatic valves; Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device; Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/ flame; Any costs for the repair of **your** heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty; Boilers which are still working, but **you** suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to **our authorised contractor**; Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **your** boiler or main heating system; Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps. Any loss or damage resulting from a lack of maintenance, including that caused by or to a boiler or central heating system which has not been maintained in accordance with manufacturers' instructions, it is **your** responsibility to check the requirements for **your** specific appliance. **Important note** Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

Boiler and heating system – beyond economical repair

If in the opinion of **our authorised contractor**, we are unable to repair **your** boiler/hot water system, **we** will pay **you** £250 towards buying a replacement boiler or heating system. This can be claimed on a **reimbursement basis** within 90 days of **our** attendance at **your home**; If **we** are unable to repair **your** boiler/hot water system and **you** choose to not replace it, cover under this section will not apply.	Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if **you** reside in a hard water area (as per the Local Water Authority); Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders; Repair to, or replacement of, gas appliances such as cookers; Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions; Repair or replacement of the flue due to wear and tear; Any adaptations made to the property which do not comply with the regulations applicable at the time;

Temporary heating

If **you** have no heating and a part needs to be ordered following the engineer's first visit, or if we are unable to repair the boiler/heating system, **you** have the option to either purchase heaters up to a value of £50 inc VAT on a **reimbursement basis**; or Alternatively **we** can deliver two temporary heaters to **your home**. These heaters are **yours** to keep.	

Section 7: General Exclusions applicable to this section

We will not cover the following:

1. Loss or damage arising from emergencies which were known to **you** before the start date of your policy;
2. Any loss where **you** did not contact us to arrange repairs;
3. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
4. Any emergency in your **home** that has been unoccupied for more than 30 consecutive days;
5. If **you** are aggressive towards our authorised contractors or staff;
6. A repair if **you** impede or prevent access to your **home** at reasonable times to complete the repair;
7. Any defect, damage or breakdown directly caused by third party interference, (unless carried out by our **authorised contractor**) including attempted repairs or modifications which do not meet recognised industry standards.
8. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
9. Any loss or damage arising from structural problems as a result of any form of subsidence, landslip, heave, bedding down of new structures, demolition, alterations to your **home** or the use of defective products;
10. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
11. Normal day to day maintenance at your **home** that **you** should carry out.
12. Replacing items that wear out over a period of time;
13. Replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency;
14. If **you** have been advised of remedial work, which **you** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as your local water authority, utility company or boiler manufacturer;
15. Costs for repairs, parts or services payable under this section unless we have been notified by **you** or a person calling on your behalf through the 24 hour claims helpline, and we have approved a contractor in advance;
16. Cost of **reinstatement** where damage would be caused to the buildings to locate the source of the emergency;
17. Any boiler inspections or any other **emergency repairs** where asbestos may be disturbed;
18. The removal of asbestos;
19. Reinstating your **home** it to its original condition before the emergency other than leaving your **home** safe and habitable;
20. Where Health and Safety regulations or a risk assessment that has been carried out, prevent our authorised contractors being able to attend to the emergency or carry out work in your **home**;
21. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section 7: Optional Home Emergency

Section 7: General Conditions applicable to this section

1. How to make a claim.

Are **you** having an **emergency** relating to one of the following:

Plumbing and Drainage.

Failure of internal electrics.

Pests.

Gas supply pipe.

Boiler & heating system.

If so, please call **us** as soon as **you** are aware of the **emergency** to obtain assistance, on the 24 hour **Emergency** Helpline: **0333 035 9641** or alternatively **you** can register a claim online: www.safeguard.homemanager.link

You should have the following information available, when making a claim.

- Your name, **home** postcode and contact details
- An idea of what the problem is

You may not claim under section 5 – **Home** Emergency Cover for the first 14 days unless your policy is a renewal of a previous policy.

What will happen next

If we agree **you** have suffered an **emergency** at your **home** and cover is in place, we will:

- Advise **you** how to protect yourself and your **home** immediately;
- Arrange for one of our **authorised contractors** to get in touch with **you** to make an appointment
- We, along with **our authorised contractors** under our delegated authority, will manage your claim from that point onwards and keep **you** updated throughout your claim journey;
- Agree to settle your claim on a **reimbursement basis** which may happen in circumstances when we may find it difficult to deploy an **authorised contractor** to attend your **home** or deal with your **emergency** within a reasonable timescale. Examples of such circumstances are:
- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist.

In these circumstances, **you** may, with our prior agreement, arrange for your own contractor to resolve your **emergency** and we will refund the cost of your contractor up to £500 inc. VAT for the work they complete to resolve the **emergency** repair covered under your policy.

Please provide a fully itemised invoice or receipt from your own contractor to support your claim for reimbursement. If a new boiler or heating system is installed, you will also need to provide the make, model, serial number and Gas Council number.

- We will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency** repair;

If the **emergency** repair costs more than £500, we will require **you** to contribute the difference or subject to our prior agreement and on receipt of your engineer's fully itemised and paid invoice, we would pay you up to £500 inc. VAT as a contribution to the cost of the **emergency** repair covered under this section which **you** will arrange yourself, deducting the costs already reasonably incurred by our **authorised contractor**, for the initial visit.

This will be in full and final settlement of your claim

- In the event of your **home** becoming uninhabitable and remaining so because of a covered **emergency**, **we** will contribute up to £200 inc VAT towards the cost of your (including your pets) accommodation including transport, on a **reimbursement basis**;

When we make a repair we will leave your **home** safe and habitable but we will not be responsible for reinstating it to its original condition, although this may be covered under a buildings insurance.

2. Permanent repairs

Once we have carried out an **emergency repair** and contained the **emergency** for **you**, (this may only provide a temporary solution to the problem) **you** will need to arrange for a **permanent repair** to be completed by a qualified tradesperson as soon as possible. If **you** do not have a **permanent repair** completed within 3 months of the **temporary repair** and the **emergency** happens again due to the same fault the **emergency** would not be covered.

3. Other insurance

If **you** make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim.

4. Getting our claims costs back

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under your policy to get back the payments that we make.

Anyone making a claim under your policy must give us any help and information that we need.

5. Parts availability

Availability of parts is an important factor in providing **emergency repairs**. If our engineer does not carry the spare parts needed on the day of your appointment, we will do all we reasonably can to find and install parts from our approved suppliers. In these cases we will not be able to avoid delays in repair; we will keep **you** informed throughout your claim.

We may use new parts or parts that have been reconditioned by the manufacturer or approved third parties. We may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond our control.

There may also be occasions where parts are no longer available. In these situations we will ensure your **home** is safe and if required, we will arrange for **you** to receive a quotation for a suitable replacement item at your cost.

Section 8 – General Exclusions

When we don't cover you:

These exclusions apply in addition to the exclusions shown under "What we don't cover you for" in sections 1-5 of this policy.

Your policy will not provide cover or benefits under the following circumstances

1. Radioactive Contamination

Any expense, loss, bodily injury, liability or damage to any property directly or indirectly caused by, contributed to or arising from:

a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

b. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

2. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

3. War Risks

Any loss, damage, bodily injury or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

4. Events Before the Policy Started

Any loss, damage, bodily injury or liability arising out of any accident or incident that happened before your policy started.

5. Deliberate Acts

Any loss, damage, bodily injury or liability caused deliberately, maliciously, wilfully, recklessly by you, your family, lodgers, paying guests, tenants or employees, including any criminal acts.

6. Reduction in Value and other costs

We won't pay for any loss which is a side effect – or happens as a result of – the incident for which you are making a valid claim. For example, we won't pay for any reduction in the value of your buildings or contents, 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.

7. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the home.

8. Business Property and Legal Liability

Any loss or damage to property owned by, held in trust or primarily used for any business, trade or profession. Any legal liability arising directly or indirectly from any business, trade or profession.

9. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

a. customs, police or other officials

b. order of any court of law

c. any statutory or regulatory authority.

10. Pollution or Contamination
Any loss, damage or liability arising from pollution or contamination unless directly or indirectly caused by a sudden and unforeseen and identifiable incident occurring during the period of insurance.

11. Date Change and Computer Viruses
Any loss, damage or liability arising from:

a. the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date

b. computer viruses.

12. Terrorism
Any loss, damage or liability caused by a person or people, acting alone or in association with any organisation or government, using biological, chemical or nuclear force or any resulting pollution or contamination.

Any loss, damage or liability arising from actual or threatened terrorism or any similar event, or action to control, prevent or stop any terrorist event. Terrorism is any illegal action involving violence, force or danger to people or property that appears to be intended to:

- cause fear among the people of a country or state
- disrupt any part of the economy of a government, country or state
- affect the policy or conduct of a government.

13. Wear and Tear
Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually.

14. Other Exclusions
Any loss, damage or liability caused by or arising from:

- an incident that does not arise from one identifiable event
- your home undergoing demolition, structural alteration or structural repair
- your home being used for illegal activities
- lack of maintenance
- restoration, dismantling, renovation, breakdown or repair
- faulty design or workmanship or the use of faulty materials
- any process of cleaning, drying, dyeing, heating or washing
- insects, parasites, vermin, fungus or mildew
- pets or domestic animals (except as covered by Section 3 – Contents Paragraph 15 page 25 Public and Personal Legal Liabilities)
- atmospheric or climatic conditions or frost.

15. Sanctions
We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

16. Claims Permission
We won't pay claims made without the permission of the policyholder named on the policy schedule.

Section 8: General Exclusions

17. Other Insurance
We won't pay you for legal costs, damage, injury, losses, as well as any money you're legally obliged to pay to other people, if you are insured under any other contract or policy for the same event, unless the limit of indemnity under that policy has been exhausted. When we do pay, we'll only pay any amount that isn't covered elsewhere or if the other contract or policy has the same exclusion, we'll only pay our share of the cost. However, if the other insurance is more specific than ours, then we'll only pay any shortfall.

Section 9 – General Conditions

This section explains what your responsibilities are, such as how you can make a change, how your policy can be cancelled by you or us, how you can make a complaint, what happens at renewal, actions we can take if we identify a fraudulent act and our rights to recover payment from you.

Duty of Care

You and your family must take all necessary steps to prevent loss, damage, accidents or injury to your buildings and/or contents and to protect and maintain the buildings in a good condition and a good state of repair.

If you make a claim under your policy and we determine that the loss, damage, liability, cost or expense that led to the claim was caused or made worse by you failing to take necessary steps under this condition we may:

- refuse to pay the claim
- reduce the amount of any payment we make for the claim
- make a deduction for wear and tear.

Check all your details are correct

Please take time to read your Statement of Fact and Schedule.

If any information is incorrect, or not true to the best of your knowledge or belief, or if you are unsure, please contact us as soon as possible, as it could affect your insurance cover.

If you do not let us know that any of the information provided by you is incorrect, we may take one or more of the following actions:

- cancel your policy
- declare your policy void (treating your policy as if it had never existed)
- change the terms of your policy or
- refuse to deal with all or part of any claim or reduce the amount of any claim payment.

If any other insurance policies cover the same loss, damage or liability as your policy, we will only pay our share of the amount of any claim.

If something changes

It is important you keep us up to date with changes that may affect your home policy. If any of the information that you gave us which is included within your Statement of Fact, has changed, then you must let us know.

If you don't, it could mean that we will not pay your claim and your policy may be cancelled.

The kind of things that might change on your Statement of Fact that we need to know about are:

- a change of address
- if someone lives in the home other than you and your family
- if the home becomes unoccupied or unfurnished
- if the rebuilding costs of the home or the replacement values of the contents or personal possessions exceed the limits shown in your schedule
- if you or your family or anyone currently living with you are charged or are convicted of any offence other than driving offences
- if you or your family or anyone currently living with you have been declared bankrupt or are subject to bankruptcy proceedings or General Conditions have received a County Court Judgment (CCJ) or Individual Voluntary Arrangement (IVA)

Section 9: General Conditions

- if you change your occupation
- if the home is being used for business or professional purposes
- if the home is not in a good state of repair
- if the home is undergoing structural alteration, structural repair, restoration or renovation
- if any of the information provided in the statement of fact has changed. Please remember that if you don't tell us about changes, it may affect any claim you make.

If you are not sure whether you need to tell us about a change, please contact us at www.safeguarduk.co.uk/contact-us and start a chat.

If you do tell us something has changed, we can increase or reduce your premium as well as change any excesses. This may also mean that a new endorsement could apply. This information will be provided by us when you make the change. We may also cancel the policy if we can no longer cover you.

Fraud

If you or your family;

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of your deliberate act or if the loss or damage was caused with your agreement or knowledge;
- makes a fraudulent payment by bank account and/or card;
- have committed fraud under any other insurance policy;
- makes an untrue statement, fails to provide us with information we have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We will take one or more of the following actions:

- amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- declare the policy void (treating your policy as if it had never existed) from the date the fraudulent act was committed;
- not pay any claims which may be made against your policy but have not yet been reported;
- recover all costs incurred for any previous claims paid under your policy;
- not return any premium; or
- cancel your policy.

We may also inform the police, other financial services and anti-fraud databases

Cancelling Your Policy

We want you to be completely happy with your policy, but if you are not, you have the right to cancel this policy at any time. Here's how it works.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

Cancelling before the policy starts

If you or we cancel your policy before the start date, we will refund your entire premium to you.

Cancelling after the start of the policy

You can cancel your policy at any time (including during the 14 day cooling off period which is effective from your cover start date or receiving your documents, (whichever happens later) by letting us know. As long as no claim has been made or is going to be made, we will refund the premium for the exact number of days left on your policy. If you have made a claim or one is expected to be made and we have been unable to recover our costs we will not refund any premium, we will also not refund any premium you have paid for an optional extra cover if you have made a claim on those covers or one is expected to be made.

We have the right to recover any outstanding premium you owe following cancellation if you are paying by Direct Debit.

Our right to cancel your policy

We have the right to cancel this policy at any time by giving you 7 days' notice to your last known address or email address, if we have a good reason to do so.

Reasons why we may decide to cancel your policy include things such as:

- if you do not pay your premium or instalment payment by the payment due date. We will take reasonable steps to give you a chance to make the outstanding payments before we cancel your policy
- where we reasonably suspect fraud
- we identify that incorrect information was given to us on purpose, which means we no longer wish to insure you
- where you have not taken reasonable care to provide complete and accurate answers, and failed to put this right when we asked you to
- changes to the information that you provided us when you purchased the policy, which are shown on your Statement of Fact or Schedule, that mean we no longer wish to insure you
- use of threatening or abusive behaviour or language, or intimidation to our staff or suppliers by you or someone representing you.

As long as no claim has been made or is going to be made on your home policy, we will refund the premium for the exact number of days left on your policy. If you have made a claim or one is expected to be made and we have been unable to recover our costs we will not refund any premium.

If we discover that you have deliberately withheld information from us, or you gave us wrong information because you intentionally didn't take care when communicating with us, we may be entitled to void your policy. This means we would treat the policy as though it had never been issued. We may also refuse to pay any claim and keep any premium you've paid.

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

Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of your policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

Making a Complaint

At Safeguard our aim is to always exceed your expectations and to get things right, on time, every time. We also recognise that sometimes mistakes can happen, and we get things wrong. Telling us you are unhappy is our opportunity to put things right, and to learn from our mistakes, so we can improve the products and services we offer in the future.

Section 9: General Conditions

Our promise to you

We will always aim to;

- Acknowledge your complaint promptly.
- Resolve your complaint at the earliest opportunity.
- Communicate our decisions clearly and fairly, and let you know what you can do if you are still unhappy.
- Learn from our mistakes to improve our services and products we offer.

You can make your complaint by:

- Starting a Live Chat at www.safeguarduk.co.uk/contact-us - we're online 9.00 am-6pm Monday to Friday, and 9am-5pm on Saturdays.
- Calling our team on 0333 035 9643
- Writing to us at: Complaints, Safeguard, Complaints Department, Nile Street, Burslem, Stoke-On-Trent ST6 2BA
- Completing our online complaint form at www.safeguarduk.co.uk/make-acomplaint

How our complaint process works

We will aim to resolve your complaint as soon as possible, normally within 3 business days, at which point we will send you confirmation in writing that your complaint has been resolved.

On occasions we will require a bit longer to resolve your complaint and in this case, we will send you an acknowledgement letter telling you when we hope to reach a decision.

We will then continue to keep you updated on our progress. Once resolution has been agreed, we will then write to you with our complaint decision (this is called a final response), it will either be to;

- Uphold your complaint, telling you why, and what action we intend to carry out to put this right for you, or;
- If we do not uphold your complaint, we will explain the reasons for our decision.

If your complaint is in relation to the insurer

If your complaint is in relation to the insurer we will send this to them on your behalf, and confirm this to you in writing. Your insurer will then contact you.

If you are not satisfied with our or your insurer's decision

If at the end of the process you remain dissatisfied, you may contact the Financial Ombudsman Service via;

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 0800 023 4567
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

You need to contact the Financial Ombudsman Service within 6 months of receiving the final decision on your complaint.

The Financial Ombudsman Service has discretion to look at complaints outside this time limit in exceptional circumstances e.g. if you were incapacitated during this 6 month period.

Your legal rights are not affected should you refer your complaint to the Ombudsman.

Renewal

We will let you know when your policy is due to expire and in most cases we will include an offer to renew your policy for another year.

Please take time to read your renewal documents including the Statement of Fact and Schedule. If any information has changed, is incorrect or not true to the best of your knowledge or belief or your excesses and/or endorsements no longer suit your needs, or even if you are unsure, please contact us as soon as possible as this could affect your insurance cover and the renewal terms offered.

We may automatically renew your policy on the renewal date. If we are going to automatically renew your policy, we will write to you before the renewal date with details of your renewal terms. Make sure you check the excesses and endorsements as these may be different to your previous home policy.

If you pay your premium by Direct Debit, we will continue to take payments from your bank account for the renewal premium.

If you do not want to renew your home insurance

If you do not want to renew, you must tell us before the renewal date. We will refund any payment that was taken for the renewal premium.

If you do not want to renew, but you only tell us after the renewal date and we have automatically renewed your policy, as long as no claim has been made or is going to be made on your home policy for the time you have been insured since your renewal, we will refund the premium for the exact number of days left on your policy.

If you have made a claim for an incident occurring after the renewal date and we have automatically renewed your policy, or one is expected to be made and we have been unable to recover our costs we will not refund any premium and we have the right to recover any outstanding premium you owe if you are paying by Direct Debit.

Joint Insurance

If more than one person is named on the schedule, either named person may amend the policy, submit a claim or discuss an existing claim with us. If a person named on the schedule is to be removed, we will only accept authority from the person being removed, or by a court order or written agreement from the person's personal representative such as a solicitor.

Section 10 - Legal Information

This section highlights key legal information we need you to know about.

Details of our Data Protection Policy which gives you a high level view of how we handle your personal information and what laws we follow when dealing with you.

Privacy and Data Policy

We and the insurer use your data in line with current data protection regulation. You can find full details of how we handle your data and the rights you have regarding your information at:

Safeguard:

www.safeguarduk.co.uk/privacy-policy

If you want a printed copy you can request this by contacting us at www.safeguarduk.co.uk/contact-us and starting a chat.

The insurers detailed in your schedule should also have their own Privacy Policy or Fair Processing Notice. If you require details on how they will handle your personal data, you can visit their website for further details.

Financial Services Compensation Scheme

The Insurers and Safeguard are all covered by the Financial Services Compensation Scheme (FSCS). You may be able to get compensation from the FSCS if the Insurers cannot meet their obligations.

Home Insurance is covered for 90% of the claim without any upper limit.

You can get further information from: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Phone 0800 678 1100 or 0207 741 4100

Email enquiries@fscs.org.uk

Law Applicable

English law will apply to your policy and the English courts shall have jurisdiction in any dispute unless you and we agree to apply the governing law and jurisdiction of the state in which you are a resident within the UK. We supply the policy documents only in English and will always communicate with you in English.

@SafeguardUK @SafeguardInsuranceUK

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