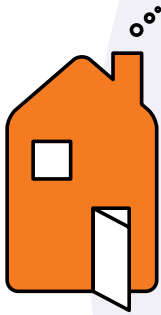


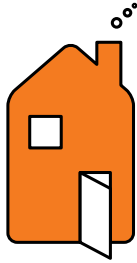
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Home Insurance



ERS Silver Policy Wording



Home Insurance

INTRODUCTION TO YOUCHOOSE HOME

YouChoose Home has been created to offer flexible insurance solutions to customers who want the freedom to choose the cover that is right for them. You choose the optional extras you need and YouChoose Home will provide you with the insurance you want.

YouChoose Home is part of the YouChoose insurance family.

Visit www.youchooseinsurance.co.uk and simply click and buy online. Should you need to talk to YouChoose Home, our UK based call centre is on hand to assist with any enquiries.

YouChoose Home is a trading style of Motor & Home Direct Insurance Services Limited. Authorised and Regulated by the Financial Services Authority. Registered in England and Wales No: 4626589. Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL. VAT No: 851 1469 32

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Bike

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Van

Insurance



Car

Insurance



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CONTENTS

The contract of insurance	1
Index	2
Definitions	3
Section one: Buildings	6
Insured Event	8
Extra benefits included with Buildings	11
Accidental Damage to Contents	14
Settling claims	15
Buildings liability	16
Liability as the owner of Your present Home	17
Liability as the owner of Your previous Homes	17
Section two: Contents	18
Insured events	18
Extra benefits included with Contents	19
Accidental Damage to Contents	20
Settling claims	25
Contents liability	25
Personal liability	25
Liability as the occupier	26
Liability as a tenant	27
Accidents to domestic employees	28
Unpaid damages	29
Section three: Personal items	29
1. Specified items	29
2. Unspecified Valuables, clothing and Personal Belongings	30
3. Pedal cycles	30
Settling claims	30
Section four: Money and Credit Cards	21
Money	32
Credit Cards	32
Season tickets	32
Section five: Legal Expenses	33
Definitions	33
What is covered	33
Conditions	33
Making a claim	33
Settling claims	33
General exclusions	35
General conditions	36
Endorsements	38
Security	40
Helpful Hints	42

Home Insurance



Important Information

This document and the schedule set out what is and what is not covered, together with the sums insured and any special terms that may apply. They both form the contract of insurance between **You** and **Us** and should be read together.

Please check that they meet **Your** needs and that **You** understand them.

If **You** have any questions about these documents, please contact **Your** insurance adviser who will be pleased to help **You**.

We aim to provide a first-class service.

However, if **You** need to complain, or **You** feel that **We** have not kept **Our** promise, please contact **Your** insurance adviser.

- If **You** are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star at: 52 Leadenhall Street London EC3A 2BJ. Please include **Your** certificate number, which is shown on the schedule.
- After this action, if **You** are still not satisfied with the way a complaint has been dealt with, **You** may ask the Policyholder & Market Assistance department at Lloyd's to review **Your** case.

Their address is:

Policyholder & Market Assistance Department
Lloyd's Market Services
One Lime Street
London EC3M 7HA.

Telephone: **020 7327 5693**

Fax: **020 7327 5225**

E-mail: Complaints@Lloyds.com

- Having followed this procedure **Your** complaint can be referred to the Financial Ombudsman Service (FOS).

The address is:

The Financial Ombudsman Service
South Quay Plaza II
183 Marsh Wall
London E14 9SR.

(These procedures do not affect **Your** right to take legal action if necessary.)

Financial Services Compensation Scheme
(FSCS)

If Equity Red Star is not able to meet its liabilities under the insurance **You** may be entitled to compensation from the FSCS. The first £2000 of a claim is protected in full and 90% of the rest of the claim will be met. **You** can get more information from **Us** or the Financial Services Authority, or by visiting the FSCS website at www.fscs.org.uk

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. **Our** registration number is 204851.

This document, the schedule and any endorsements form a legally binding contract of insurance between **You** and **Us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information **You** provided in **Your** proposal or statement of insurance. The insurance provided by this document covers liability, loss or damage that happens during any **Period of Insurance** for which **You** have paid, or agreed to pay, the premium. The insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is written in English and all communications about it will be in English. Unless **We** have agreed otherwise with **You**, this contract is governed by English law.

The Contracts (Right of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Signed for and on behalf of
EQUITY RED STAR

A handwritten signature in black ink, appearing to read "John E. Josiah". The signature is written in a cursive style with a large initial "J" and "J".

Underwriter

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements.

ACCIDENTAL DAMAGE

Damage caused as a direct result of a single unexpected event.

BUILDINGS

Your Home, greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord's fixtures and fittings.

Your Home (unless shown differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

BUSINESS EQUIPMENT

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers, typewriters and phone equipment in **Your Home** (other than equipment belonging to **Your** employer).

CONTENTS

Household goods, **Personal Belongings**, clothing and other items in **Your Home**, belonging to **You** or for which **You** are legally responsible, including:

- **Money** (up to £250 in total);
- stamp, coin or other collections (up to £1,000 in total);
- guests' clothing and **Personal Belongings** (up to £500 in total);
- **Valuables**, pictures, works of art and curios;
- up to 35% of the sum insured for **Contents** in total for these items;
- up to £5000 for any one Plasma, Liquid Crystal Display or Digital Light Projection, Front-Projection or CRT Front-Projection television, free-standing hot tub, free-

standing jacuzzi or free-standing spa;

- **Business Equipment** (up to £5000 in total).

Contents does not include:

- any property which is more specifically insured by this or other insurance;
- any living creature;
- motor vehicles, electrically-, mechanically-, or power-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft, or any parts or accessories for these items;
- landlord's fixtures and fittings;
- any property used or held for business, profession or trade purposes other than **Business Equipment**; or
- any part of the **Buildings** except improvements and decoration in **Your Home** for which **You** are legally responsible under a tenancy agreement.

CREDIT CARDS

Credit, cheque, debit and charge cards which belong to **You** and for which **You** are legally responsible.

FAMILY

You, **Your** domestic partner, children (including adopted and foster children), parents and other relatives who permanently live in **Your Home**.

HOME

The private living accommodation, garages and **outBuildings** (but not a caravan or mobile **Home**) used for domestic purposes, at the address shown on the schedule.

MONEY

Personal **Money** kept by **You** for private purposes.

Money is:

- current coin or bank notes (which do not form part of a collection), cheques and traveller's cheques;

Definitions (continued)

- postal or **Money** orders, and current postage stamps;
- Premium Bonds, National Savings stamps and certificates;
- gift vouchers or tokens;
- travel tickets, phonecards; and
- luncheon vouchers.

OCCUPANT

You or a member of **Your Family** or a person authorised by **You** living in **Your Home**.

PERIOD OF INSURANCE

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **We** accept **Your** premium.

PERSONAL BELONGINGS

Articles which **You** are wearing, using or carrying.

Personal Belongings do not include:

- tools or instruments used or held for business, profession or trade purposes;
- **Valuables**;
- **Money** and **Credit Cards**;
- pedal cycles;
- motor vehicles, electrically-, mechanically-, or power-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items; and
- any property which is more specifically insured by this or other insurance.

SELF-CONTAINED

Private living accommodation which has its own kitchen, bathroom and toilet, and separate and lockable entries and exits, which only **You** live in.

UNFURNISHED

Where **Your Home** is not furnished enough to be lived in.

UNITED KINGDOM

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

UNOCCUPIED

Where **Your Home** has been left without an **Occupant** for more than 30 days in a row.

VALUABLES

Articles of gold, silver, other precious metals, jewellery, gemstones, pearls, furs, watches, portable televisions, audio-, video and computer equipment, telescopes, binoculars, photographic equipment, sports and/or camping equipment, musical instruments and guns belonging to **You** or for which **You** are legally responsible.

WE, US, OUR

The insurer named on the schedule, which is made up of the Lloyd's underwriters who have insured **You** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **Us** for the names of the underwriters and the share of the risk each has taken on.

YOU, YOUR

The person or people named on the schedule and **Your Family**.

Section 1: Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
Insured events	
Loss or damage to Your Buildings during the Period of Insurance caused by the following.	The first £50 of every claim except for insured event 14.
1 Fire and smoke.	
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Aircraft and other flying objects or anything dropped from them.	
6 Riot, civil commotion, strikes and labour or political disturbances.	
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> • Loss or damage caused to: • paths or drives by the weight of any vehicle; or • roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> • Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
9 Falling trees or branches, telegraph poles or lamp posts.	Loss or damage: <ul style="list-style-type: none"> – caused by cutting down or trimming trees or branches.; or – to hedges, fences and gates.
10 Theft or attempted theft.	Loss or damage: <ul style="list-style-type: none"> • caused by You or Your guests or tenants; • while Your Home is Unfurnished Unoccupied, lent, let or sublet or is not Self-Contained, unless there has been forced and violent entry into or exit out of Your Home.
11 Malicious acts or vandalism.	Loss or damage: <ul style="list-style-type: none"> • caused by You or Your guests or tenants; or • while Your Home is Unfurnished or Unoccupied.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>12 Flood.</p>	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – frost; – subsidence, heave or landslip; – rising ground water levels. • Loss or damage to: <ul style="list-style-type: none"> – swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; – radio or television aerials, fixed satellite dishes, their fittings or masts.
<p>13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.</p>	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – subsidence, heave or landslip; – faulty workmanship; or – chemicals or a chemical reaction; • Loss or damage to: <ul style="list-style-type: none"> – fixed domestic oil tanks, swimming pools, hot tubs, jacuzzis and spas; – the installation itself; or – if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device' • Loss or damage while Your Home is Unfurnished or Unoccupied.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>14 Subsidence or heave of the site on which Your Buildings stand, or landslip.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> - coastal or river erosion; - new structures bedding down, settling, expanding or shrinking; - newly made up (surfaced) ground settling; - faulty design, workmanship or materials; - construction work or repairing, demolishing or altering Your Buildings; - normal settlement, shrinkage or expansion; or - the action of chemicals on or the reaction of chemicals with any materials which form part of Your Buildings. <ul style="list-style-type: none"> • Loss or damage to: <ul style="list-style-type: none"> - swimming pools, hot tubs, jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause. - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause. - Your Buildings if the loss or damage is covered by law. <ul style="list-style-type: none"> • The first £1,000 of every claim.
<p>15 Storm.</p>	<ul style="list-style-type: none"> • Loss or Damage caused by: <ul style="list-style-type: none"> - frost; - subsidence, heave or landslip; or - rising ground-water levels. • Loss or Damage to: <ul style="list-style-type: none"> - swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; or - radio or television aerials, fixed satellite dishes, their fittings or masts.

Extra Benefits Included with Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will also cover the following.</p> <p>What is covered</p> <p>1 Accidental Breakage</p> <ul style="list-style-type: none"> • Accidental breakage of fixed glass forming part of Your Buildings (including the cost of necessary boarding up before replacing broken glass). • Accidental breakage of fixed sanitary fittings. • Accidental breakage of ceramic glass in cooker hobs of built-in units. • Accidental breakage of fixed solar panels forming part of Your Buildings. 	<p>What is not covered</p> <ul style="list-style-type: none"> • The first £50 of every claim. • Damage while Your Home is Unfurnished or Unoccupied. • Damage caused by chewing, tearing, scratching or fouling by pets.
<p>2 Loss of rent or costs for alternative accommodation</p> <p>a While Your Home cannot be lived in as a result of loss or damage covered by an event insured under section one: Buildings, We will pay the following expenses or losses We have agreed to. Either:</p> <ul style="list-style-type: none"> • rent You would have received from an existing tenant if Your Home could have been lived in; or • the cost of similar accommodation for You, Your Family and Your pets 	<ul style="list-style-type: none"> • Any amount over 15% of the sum insured for Buildings for any one claim.
<p>3 Selling your home</p> <p>If You sell Your Home, from the date You exchange contracts We will give the buyer the benefit of section one: Buildings until the sale is completed, as long as this is within the Period of Insurance.</p>	<p>Any claim for loss or damage to Your Buildings if the buyer is insured under any other insurance.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p data-bbox="124 197 546 220">4 Building fees and the cost of removing debris</p> <p data-bbox="124 236 535 331">After a claim, which is covered by an insured event under section one: Buildings, We will pay the following expenses or losses We have agreed to.</p> <ul data-bbox="124 347 538 643" style="list-style-type: none"> <li data-bbox="124 347 499 419">• The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild Your Buildings. <li data-bbox="124 435 512 531">• The cost of removing debris and demolishing or supporting parts of Your Buildings which have been damaged, in order to make the site safe. <li data-bbox="124 547 538 643">• The extra costs of rebuilding or repairing the damaged parts of Your Buildings to meet any regulations or laws set by Acts of Parliament or local authorities. 	<p data-bbox="568 197 687 220">Any costs for</p> <ul data-bbox="568 236 992 539" style="list-style-type: none"> <li data-bbox="568 236 759 258">• preparing a claim. <li data-bbox="568 274 992 346">• Any costs which relate to undamaged parts of Your Buildings, except the foundations of the damaged parts of Your Buildings. <li data-bbox="568 362 986 434">• Costs involved in meeting regulations and laws if notice was served on You before the loss or damage happened. <li data-bbox="568 450 902 472">• The cost of making the site stable. <li data-bbox="568 488 986 539">• Any amount over 12.5% of the sum insured for Buildings for any one claim.
<p data-bbox="124 655 524 703">5 Accidental damage to underground cables, pipes and tanks</p> <ul data-bbox="124 719 538 791" style="list-style-type: none"> <li data-bbox="124 719 538 791">• Accidental damage to underground cables, pipes and tanks serving your home for which you are legally responsible. 	<ul data-bbox="568 655 992 900" style="list-style-type: none"> <li data-bbox="568 655 936 678">• The first £50 of every claim and tanks. <li data-bbox="568 694 986 716">• Damage while your home is unfurnished or <li data-bbox="568 732 992 900">• Accidental damage to underground cables, pipes unoccupied and tanks serving your home for which you are The cost of clearing blocked sewer pipes, drains, legally responsible. soakaways, underground pipes or tanks. Damage caused by subsidence or heave of the land, or landslip."

WHAT IS COVERED	WHAT IS NOT COVERED
<p data-bbox="124 197 273 218">6 Metered water</p> <p data-bbox="124 237 542 284">Accidental leakage of metered water caused by an insured event.</p> <p data-bbox="124 303 549 395">Up to £750 in any period of insurance for charges you have to pay to your water provider. You may only claim this benefit under one section of this document.</p>	<p data-bbox="570 197 807 218">The first £50 of every claim</p>

Accidental Damage to Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Accidental damage to your buildings.</p> <p>We will pay for Accidental Damage to Your Buildings.</p>	<p>The first £75 of every claim.</p> <ul style="list-style-type: none"> • Any damage caused by: <ul style="list-style-type: none"> – chewing, tearing, scratching or fouling by pets; – frost, the atmosphere, or fading caused by light; – Your Buildings moving, settling, shrinking, collapsing or cracking; – any process of cleaning, repairing, dyeing, renovating or maintaining Your Buildings; or – faulty workmanship, design or materials. • Damage to: <ul style="list-style-type: none"> – domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts <p>Damage while:</p> <ul style="list-style-type: none"> – Your Home is Unfurnished, Unoccupied, lent, let or sublet, or is not Self-Contained. <p>Damage shown under the 'What is not covered' part of:</p> <ul style="list-style-type: none"> • 'Insured events 1-15'; and • 'Extra benefits included with Buildings'; in section one: Buildings. <p>Damage shown under the 'What is covered' part of:</p> <ul style="list-style-type: none"> • 'Insured events 1-15'; and • 'Extra benefits included with Buildings'; in section one: Buildings.

Settling Claims

We will decide whether to pay the cost of repairing or replacing the part of **Your Buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild **Your Buildings**;
- the repair or rebuilding is carried out immediately after **We** give **Our** approval (other than emergency repairs, which should be carried out immediately); and
- **Your Buildings** are in a good state of repair.

If the loss or damage to **Your Buildings** is not repaired or replaced as **We** have explained above, **We** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of **Your Home** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

The no claim discount is shown on the schedule.

SUM INSURED

The most **We** will pay under section one: **Buildings** is the sum insured shown on the schedule for **Buildings** adjusted in line with index-linking. This includes the extra expenses and fees listed under Extra benefit 4 'Building fees and the cost of removing debris' in section one: **Buildings**.

UNDER-INSURANCE

If at the time of any loss or damage the cost of rebuilding the whole of **Your Buildings**, in a new condition similar in size, shape and form, is more than the sum insured, **We** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **Buildings** only covers two-thirds of the cost of rebuilding **Your Buildings**, **We** will only pay two-thirds of the claim.

MAINTAINING THE SUM INSURED

After **We** have settled a claim, **We** will maintain the sum insured for **Buildings**, as long as **You** take any reasonable measures **We** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **Buildings**.)

INDEX LINKING

The sum insured for **Buildings** will be index-linked and will be adjusted in line with the changes in the House Rebuilding

Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **We** decide.

If **You** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as **You** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **Period of Insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured.

Buildings Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Liability as the owner of your present home</p> <p>We will insure You liability as owner to pay for accidents happening in and around Your Home during the Period of Insurance. We will provide this cover if the accident results in:</p> <ul style="list-style-type: none"> • bodily injury to any person other than You or a domestic employee; or • loss or damage to property which You (or Your domestic employees) do not own or have legal responsibility for. <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses We have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of the cover under this section.</p>	<p>You are not covered for liability arising:</p> <ul style="list-style-type: none"> • as occupier of Your Home; • from any agreement or contract unless You would have been legally liable anyway; • from criminal acts; • as a result of an assault, alleged assault or a deliberate, or malicious act; • from owning or occupying any land or Buildings other than Your Home; • where You are entitled to cover from another source; • from any profession, trade or business; • from paragliding or parascending; • from any infectious disease or condition; • from You owning or using any: <ul style="list-style-type: none"> – power-operated lift; – electrically-, mechanically- or power-assisted vehicles (including children’s motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use); – aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes); – caravans or trailers; – animals other than Your pets; – animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or – dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

Buildings Liability (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Liability as the owner of Your present Home (continued)</p>	<p>You are not covered for liability arising from the following:</p> <ul style="list-style-type: none"> • Liquidated damages: Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made. • Punitive or exemplary damages: Damages that punish the person they are awarded against, as well as compensate the person they are awarded to. • Aggravated damages: Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed. • Multiplying compensatory damages: In some areas of the world, the amount of Money awarded as compensation is multiplied as a punishment.
<p>Liability as the owner of your previous homes</p> <p>We will insure Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous Home which You occupied, for accidents happening in and around that Home which result in:</p> <ul style="list-style-type: none"> • bodily injury to any person other than You or a domestic employee; or • loss or damage to property which You (or Your domestic employees) do not own or have legal responsibility for. <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses We have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of the cover under this section.</p>	<p>You are not covered for liability arising:</p> <ul style="list-style-type: none"> • from an incident which happens over seven years after this insurance ends or Your Home was sold; • from any cause for which You are entitled to cover under another source; • from the cost of correcting any fault or alleged fault; or • where a more recent insurance covers the liability.

Section 2: Contents

WHAT IS COVERED	WHAT IS NOT COVERED
Insured events	
Loss or damage to Your Contents while in Your Home during the Period of Insurance caused by the following.	The first £50 of every claim under insured events 1 to 15.
1 Fire and smoke.	
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Aircraft and other flying objects or anything dropped from them.	
6 Riot, civil commotion, strikes and labour or political disturbances.	
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – caused by pets;
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.	
9 Falling trees or branches, telegraph poles or lamp posts.	Loss or damage caused by cutting down or trimming trees or branches.
10 Theft or attempted theft.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – caused by You or Your guests or tenants; – while Your Home is Unfurnished, Unoccupied, lent, let or sublet or is not Self-Contained, unless there has been forced and violent entry into or exit out of Your Home; – of Money and Credit Cards unless there has been forced and violent entry into or exit out of Your Home; or – to Valuables, pictures, works of art, curios, Business Equipment and Money in any garage or outbuilding. • Any amount over £2,500 for loss or damage from any garage or outbuilding (£5000 for free-standing hot tubs, jacuzzis or spas).
11 Malicious acts or vandalism.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – caused by You or Your guests or tenants; or – while Your Home is Unfurnished or Unoccupied.

Extra Benefits Included with Contents

WHAT IS COVERED	WHAT IS NOT COVERED
12 Flood.	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – frost; or – rising ground water levels. • Loss or damage to property outside of Your Home
13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – while Your Home is Unfurnished or Unoccupied; – free-standing hot tubs, jacuzzis and spas – caused by faulty workmanship; – to the installation itself. – if the installation is outdoors or in an outbuilding unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'; • The cost of the water or oil.
14 Subsidence or heave of the site on which the Buildings stand, or landslip.	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> – coastal or river erosion; – new structures bedding down, settling, expanding or shrinking; – newly made-up (surfaced) ground settling; – faulty design, workmanship or materials; – construction work, or repairing, demolishing or altering the Buildings; or – solid floors moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause.
15 Storm.	<p>Loss or damage</p> <ul style="list-style-type: none"> • caused by frost. • Loss or damage to property outside Your Home.

Extra Benefits included with Contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 Accidental breakage</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> • glass tops and fixed glass in furniture; • ceramic glass in cooker hobs; and • mirrors. 	<ul style="list-style-type: none"> • The first £50 of every claim. • Damage while Your Home is Unfurnished or Unoccupied. • Damage caused by chewing, tearing, scratching or fouling by pets. • The cost of repairing, removing or replacing frames
<p>2 Loss of rent, alternative accommodation or rent you pay</p> <p>While your home cannot be lived in as a result of loss or damage covered by an event insured under section two: Contents, we will pay the following expenses or losses we have agreed to. Either;</p> <ul style="list-style-type: none"> • the amount of rent which you still have to pay, <p>or would have received from an existing tenant; or</p> <ul style="list-style-type: none"> • the cost of similar alternative accommodation for you, your family and your pets, including the cost of temporary storage for your furniture. 	<p>Any amount over 15% of the sum insured for Contents for any one claim.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>3 Television sets, video and audio equipment and computers</p> <p>Accidental Damage to television sets, audio, video and computer equipment in Your Home or radio or television aerials, fixed satellite dishes, their fittings and masts attached to the Buildings.</p>	<p>The first £50 of every claim.</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> - chewing, tearing, scratching or fouling by pets; - frost, the atmosphere, or fading caused by light; - any process of cleaning, repairing, renovating or maintaining the item; - heating, drying, dyeing, washing, restoring, dismantling or breakdown; - faulty workmanship, design or materials; or - information being erased or damaged on computer equipment. <ul style="list-style-type: none"> • Loss or damage to: <ul style="list-style-type: none"> - styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software; - mobile or portable phones or pagers; - computers or computer equipment designed to be portable, while it is being carried, moved or transported; or - video cameras and camcorders.
<p>4 Metered water</p> <p>Accidental leakage of metered water caused by an insured event.</p> <p>Up to £750 in any Period of Insurance for charges You have to pay to Your water provider. You may only claim this benefit under one section of this document.</p>	<p>The first £50 of every claim.</p>
<p>5 Household removal</p> <p>Accidental loss or damage to Your Contents in a removal vehicle while being removed by professional removal contractors, from Your Home to a new permanent address within the United Kingdom,</p> <p>The most We will pay will be the sum insured for Contents shown on the schedule.</p>	<p>The first £50 of every claim.</p> <ul style="list-style-type: none"> • Loss or damage to: <ul style="list-style-type: none"> - pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors; - Money, Credit Cards or Valuables. and - property in store, except while it is in a lock removal vehicle overnight

Extra Benefits included with Contents (continued)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 Contents temporarily removed from your home</p> <p>Loss or damage to Your Contents which are temporarily removed from Your Home for up to 60 days in any one period of insurance, but only if the items are within the United Kingdom and the loss or damage is caused by:</p> <ul style="list-style-type: none"> • insured events 1 to 9, or 11 or 13; or • theft or attempted theft (involving a forced and violent entry) from any: <ul style="list-style-type: none"> – bank or safe deposit or while being transported by You to and from any bank or safe deposit; – building, caravan, mobile Home or boat used by You as temporary or holiday accommodation; or – building where You are living or working (other than while You are a student in full-time education). <p>The most We will pay is 20% of the sum insured for Contents. But the most We will pay for loss or damage by theft or attempted theft to Your Contents in any garage or outbuilding is £2,500.</p>	<p>The first £50 of every claim.</p> <ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – while your Contents are in a furniture store, salesroom, or exhibition; – caused by storm or flood while Your Contents are outside Your Home; – while Your Contents are worn, used or carried by You; or – loss or damage by theft or attempted theft unless there has been forced and violent entry or exit out of Your Home.
<p>7 Contents outside but within the boundaries of your home</p> <p>Loss or damage caused by insured events 1 to 11, or 13 to Your Contents and garden furniture, toys or ornaments outside but within the boundaries of Your Home.</p> <p>The most We will pay for any one event is £500 (£5,000 for free-standing hot tubs, jacuzzis and spas).</p>	<ul style="list-style-type: none"> • The first £50 of every claim. • Loss or damage to: <ul style="list-style-type: none"> – trees, plants, shrubs or garden produce; – Money, Credit Cards, Valuables, pictures, works of art and curios; or – property in or on any motor vehicle, trailer, boat, caravan or mobile Home.
<p>8 Wedding gifts</p> <p>During 14 days before and 14 days after Your wedding day, We will increase the sum insured for Contents by 10% to cover Your wedding gifts.</p>	

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Christmas and birthday or wedding anniversaries</p> <p>During the month of December, and also for seven days before and seven days after Your birthday or wedding anniversary, We will increase the sum insured for Contents by 10% to cover Christmas, birthday or wedding-anniversary gifts.</p>	
<p>10 LOCKS AND KEYS</p> <p>If Your keys are lost or stolen, We will pay up to £250 for the cost of replacing keys and locks to:</p> <ul style="list-style-type: none"> • intruder alarms and safes installed in Your Home; and • an outside door of Your Home. 	<p>The first £50 of every claim.</p>
<p>11 Fridge and freezer Contents</p> <p>We will pay up to £100 for the cost of replacing food in Your domestic fridge or deep freezer, if it is spoiled by:</p> <ul style="list-style-type: none"> • the electricity or gas supply accidentally failing; or • the breakdown or loss of the refrigeration unit or failure of the thermostatic or automatic controlling device. 	<p>The first £50 of every claim.</p> <ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – caused by Your deliberate act or neglect; – caused by the deliberate act of the supply authority or its employees (including strike action); or – if Your gas or electricity supply is cut off because You have not paid a bill.
<p>12 Compensation for death</p> <p>If You die from an injury within six months of the injury happening, We will pay £5,000 for each person killed, as long as the injury happens in your Home as a result of:</p> <ul style="list-style-type: none"> • fire and smoke; • earthquake, explosion or lightning; • aircraft and other flying objects or anything dropped or falling from them; • strikes and labour or political disturbances; • being hit by any vehicle, train or animal; • theft or attempted theft; • storm or flood; or • riot or civil commotion. 	<ul style="list-style-type: none"> • Any person under 16 years of age

Accidental damage to contents

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Accidental damage to your contents</p> <p>We will pay for Accidental Damage to Your Contents while they are in Your Home.</p>	<ul style="list-style-type: none"> • The first £75 of every claim. <p>Any Damage caused by:</p> <ul style="list-style-type: none"> - chewing, tearing, scratching or fouling by pets; - frost, the atmosphere, or fading caused by light; - any process of cleaning, repairing, dyeing, renovating or maintaining the item; - faulty workmanship, design or materials; - using Your Contents in a way which is different to the manufacturer’s instructions; or - information being erased or damaged on computer equipment. <ul style="list-style-type: none"> • Damage to: <ul style="list-style-type: none"> - contact lenses, Money, Credit Cards, stamps, coins or other collections; - any powered machine while it is being used as a tool and if damage arises directly out of its use; - clothing (including furs), food and drink; and - free-standing hot tubs, jacuzzis and spas. • Damage while: <ul style="list-style-type: none"> - Your Home is Unfurnished, Unoccupied, lent, let or sublet, or is not Self-Contained. • Any amount over £1,000 for china, glass, pottery, porcelain or other brittle substances. • Damage shown under the ‘What is covered’ part of: <ul style="list-style-type: none"> - ‘Insured events 1-15’; and - ‘Extra benefits included with Contents’; in section two: Contents.

Settling Claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if

it is lost or damaged beyond repair except for:

- clothing;
- household linen; or
- pedal cycles,

where **We** will take off an amount for wear and tear.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

The no claim discount is shown on the schedule.

Sum insured

The most **We** will pay under section two: **Contents** is the sum insured for **Contents** shown on the schedule, plus any index-linking.

Under-insurance

If at the time of loss or damage the full cost of replacing **Your Contents** as new is more than the sum insured for **Contents**, **You** will have to pay a share of the claim. For example, if the sum insured for **Contents** only covers two-thirds of the replacement value of **Your Contents**, **We** will only pay two-thirds of the claim.

Maintaining the sum insured

After **We** have settled a claim, **We** will maintain the sum insured for **Contents**, as long as **You** take any reasonable measures

We suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **Contents**.)

Index linking

The sum insured for contents will be index-linked. This means that the sum insured for contents will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **We** decide.

If **You** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **You** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index-linking during the **Period of Insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **You** make a claim, **We** recommend that **You** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

Contents liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Personal liability</p> <p>Your legal liability to pay compensation for:</p> <ul style="list-style-type: none"> • bodily injury to any person other than You or a domestic employee; or • loss or damage to property which You or Your domestic employees do not own or have legal responsibility for. <p>We will provide this cover for accidents which happen during the Period of Insurance and within the United Kingdom (or during a temporary visit of not more than 30 days elsewhere in the world).</p> <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses We have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of this section for Your liability for an event covered by this section</p> <p>Liability as the occupier of your home</p> <p>Your legal liability to pay compensation as occupier of Your Home and the land belonging to your Home for any events which result in:</p> <ul style="list-style-type: none"> • bodily injury to any person other than You or a domestic employee; or • loss or damage to property which You or Your domestic employees do not own or have legal responsibility for. <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses We have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of this section for Your liability for an event covered by this section.</p>	<p>You are not covered for any liability arising:</p> <ul style="list-style-type: none"> • as the owner of Your Home; • from any agreement or contract unless You would have been legally liable anyway; • from criminal acts; • as a result of an assault, alleged assault or a deliberate, or malicious act; • from owning or occupying of any land or Buildings other than Your Home; • where You are entitled to cover from another source; • from any profession, trade or business; • from paragliding or parasailing; • from any infectious disease or conditions • for any mechanically-propelled vehicle where any road traffic law says You must have insurance or security; • from any infectious disease or condition; • from You owning or using any: <ul style="list-style-type: none"> – power-operated lift; – electrically-, mechanically- or power assisted vehicles (including children’s motorcycles and motor cars), horse-drawn vehicles (other than domestic garden equipment not licensed for road use); – aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes); – caravans or trailers; – animals other than Your pets; – animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); – any dog specified under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending legislation; or – firearms, other than properly licensed shotguns.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Personal liability</p>	<p>You are not covered for liability arising from the following.</p> <ul style="list-style-type: none"> • Liquidated damages: Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contact at the time the contract was made. • Punitive or exemplary damages: Damages that punish the person they are awarded against, as well as compensate the person they are awarded to. • Aggravated damages: Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed. • Multiplying compensatory damages: In some areas of the world, the amount of Money awarded as compensation is multiplied as a punishment.
<p>Liability as a tenant</p> <p>We will pay up to 10% of the sum insured for contents for amounts that You legally have to pay under a tenancy agreement following:</p> <ul style="list-style-type: none"> • loss or damage caused by events 1 to 13 and 15 of section one: Buildings or. • Accidental Damage and breakage as described in Extra benefit 1 under Section one: Buildings under section one Extra benefits 1 and 5. • We will only provide this cover if the loss or damage happens during the Period of Insurance. <p>If You die, Your personal representatives will have the benefit of this section for Your liability for an event covered by this section.</p>	<ul style="list-style-type: none"> • The first £50 of every claim. • Loss or damage while Your Home is Unfurnished or Unoccupied. • Loss or damage shown under the 'What is not covered' part of section one: Buildings.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Accidents to domestic employees</p> <p>You legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the insured address.</p> <p>We will pay up to £5,000,000, for any one event plus any costs and expenses We have agreed to in writing.</p> <p>If You die, Your personal representatives will have the benefit of this section for Your liability for an event covered by this section.</p> <p>Unpaid damages</p> <p>We will pay up to £100,000 (including legal costs) which You have been awarded by a court within the United Kingdom and which have not been paid to You within three months of the date of the award. We will only provide this cover if:</p> <ul style="list-style-type: none"> • there is not going to be an appeal; • the incident giving rise to the claim happened within the United Kingdom and during the Period of Insurance; • You would have been entitled to a payment under the personal liability part of Section two: Contents if the award had been made against You rather than to You: <p>and</p> <ul style="list-style-type: none"> • the person who owes the award does not live with You. <p>We may take proceedings, at Our own expense and for Our own benefit, to recover any payment We have made under this insurance.</p>	<p>Bodily injury arising from any infectious disease or condition</p>

Section 3 Personal Items

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Accidental loss, damage or theft anywhere in the world.</p> <p>1 Specified items</p> <p>We will pay the cost of replacing or repairing any item specified on the schedule.</p> <p>We will not pay more than the sum insured for that item as shown on the schedule.</p> <p>2 Unspecified Valuables, clothing and Personal Belongings</p> <p>We will pay the cost of replacing or repairing Your Valuables, clothing and Personal Belongings.</p> <p>The most We will pay for any one item is £1,000 (unless shown differently on the schedule).</p> <p>3 Pedal cycles</p> <p>We will pay the cost of replacing or repairing Your pedal cycles or accessories.</p> <p>The most We will pay for any one pedal cycle is £750 (unless shown differently on the schedule).</p> <p>New purchases</p> <p>As long as sub-sections 1,2,3,and 4 are in force, We will insure new purchases for up to £1,000 as long as You tell Us within 21 days of the purchase</p>	<p>The following applies to 1, 2, 3 and 4.</p> <ul style="list-style-type: none"> • The first £50 of every claim. • Loss or damage involving the following. <ul style="list-style-type: none"> – Chewing, tearing, scratching or fouling by pets. – Frost, the atmosphere, or fading caused by light. – Deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked upon. – Faulty workmanship, design or materials. – Items being confiscated or detained by customs or other officials. – Scratching, denting or chipping. – Guns rusting or bursting their barrels. – Any amount over £750 if items are stolen from an unattended motor vehicle. We will not pay any amount if the property was not hidden in a glove compartment, locked luggage compartment or locked boot and any window or sunroof was not securely closed and all doors locked. – Theft of jewellery unless it was being carried by hand under Your supervision. – Any amount over £2,000 if jewellery is stolen from an unattended hotel or motel room. – Using an item in a way which is different to the manufacturer’s instructions – Any property used or held for business, profession or trade purposes. – Any property which You normally keep outside Your Home • Loss or damage to: <ul style="list-style-type: none"> – recording heads, computer software, audio tapes, disks or cassettes;

WHAT IS COVERED	WHAT IS NOT COVERED
	<ul style="list-style-type: none"> - Money and Credit Cards; - any powered machine while used as a tool if the loss or damage arises directly out of its use; - phones or pagers left in unattended vehicles; - contact lenses or hearing aids while You are swimming or involved in any other water sports; or - sports equipment while in use. • Loss or damage: <ul style="list-style-type: none"> - caused by theft of pedal cycles left unattended while away from Your Home unless they are locked to a permanent structure by a shop bought cycle lock or kept in a locked building; - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time; or - to the pedal cycle while it is being used for racing, pace making, is let out on hire or is used other than for private purposes. • Loss or damage: <ul style="list-style-type: none"> - while Your Home is Unfurnished, Unoccupied, <p>lent, let or sublet, or is not Self-Contained.</p>

Settling Claims

We will decide whether to pay the cost of repair or to replace the property if it is lost or damaged beyond repair (in the same form and style) as new, except for:

- clothing; and
- pedal cycles

where **We** will take off an amount for wear and tear.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

The most **We** will pay under section three: Personal Items is the sum insured for personal items shown on the schedule.

If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

The no claim discount is shown on the schedule.

Maintaining the sum insured

After **We** have settled a claim, **We** will maintain the sum insured for personal items, as long as **You** take any reasonable measures **We** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for personal items.) This only applies to sports and camping equipment and unspecified **Valuables**, clothing and **Personal Belongings**.

Proof of value and ownership

To help **You** make a claim, **We** recommend that **You** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

In settling claims for loss or damage to any specified item, valued £2,500 or more, **You** must send **Us** the original purchase receipt, or a written valuation, which is less than five years old, from a professional valuer.

If **You** are not able to provide this evidence of value, this may affect how **We** deal with **Your** claim.

Section 4: Money and Credit Cards

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Money</p> <p>We will pay for loss or damage to Your Money anywhere in the world.</p> <p>The most We will pay for any one claim is the amount shown on the schedule.</p>	<ul style="list-style-type: none"> • Any losses which are not reported to the police within 24 hours of discovering the loss. • Loss of value or shortages due to mistakes. • Loss or damage to Money held for business, profession or trade purposes. • The first £50 of every claim.
<p>Credit cards</p> <p>We will pay up to the amount shown on the schedule which You become legally liable to pay under the terms of Your personal credit card agreement if it is used by anyone without Your permission anywhere in the world.</p>	<ul style="list-style-type: none"> • Any losses which are not reported to the police and card company within 24 hours of discovering the loss. • Any loss due to You breaking the conditions of using the credit card. • The first £50 of every claim. • Any loss arising from unauthorised use by You or any one living with You.
<p>Season tickets</p> <p>If You have a season ticket to travel to and from Your place of work, We will pay up to the amount shown in the schedule for any period of the ticket which You cannot use after it is lost.</p>	<p>The first £50 of every claim.</p> <ul style="list-style-type: none"> • Any loss not reported to the issuer of the season ticket within 24 hours of discovering the loss.

Section five: Legal expenses

The schedule will show if this cover applies.

This insurance is managed by Arc Legal Assistance (Arc) and provided by Inter Partner Assistance. If **You** make a valid claim under this insurance, Arc will appoint their panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal adviser's fees unless court proceedings are issued.

DEFINITIONS

The additional word in bold in this section has the meaning shown below.

Incident

The event or series of events which may lead to a claim which happened on a specific date.

WHAT IS COVERED

Arc will pay the legal costs and expenses for legal proceedings started on **Your** behalf and in connection with the following.

1 Consumer protection

Disputes over selling, buying or hiring any goods or services, including selling or buying **Your Home**, where Arc consider that the amount in dispute is more than the likely cost of making a claim.

2 Residential

Civil claims relating to physical damage to **Your Home**.

3 Personal injury

Claims arising from **Your** personal injury or death.

4 Employment

Claims involving an employment tribunal (or its equivalent) in the **United Kingdom** arising from **Your** contract of employment.

Arc will only provide cover if the incident arose during the **Period of Insurance** and the incident comes under the jurisdiction of a court in the **United Kingdom**.

If **You** are awarded costs, **You** must use these to repay the amount Arc have paid out on **Your** behalf in connection with the proceedings. However, Arc will pay all legal costs and expenses up to the limit of this

section, when no costs or compensation are awarded. If the legal costs and expenses are greater than the amount **You** are awarded for the legal costs and expenses, Arc will pay the excess amount (up to the limit under this section).

CONDITIONS

The following conditions apply to this section.

- 1 When there is a claim or possible claim, **You** must tell Arc in writing as soon as possible.
- 2 **You** must give Arc, at **Your** own expense, any information and evidence they need. **You** must not do anything to affect **Your** case.
- 3 **You** must tell Arc about any other legal expense insurance which **You** have to cover the same loss.
- 4 Arc will have complete control over the legal proceedings. Arc will not have to keep to any promise **You** give without their approval.
- 5 If **You** do not accept any solicitor appointed by Arc, they will ask the Law Society to name another solicitor who **You** and Arc both agree to. During this time, Arc may appoint a solicitor to act on **Your** behalf, to protect **Your** interests.
- 6 Arc can take proceedings in **Your** name (at their own expense and for their own benefit) to recover from the other person, any payment they have made under this insurance.
- 7 If there is any disagreement over the amount due to **You**, the matter will be passed to an arbitrator who **You** and Arc both agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against them.
- 8 If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent or exaggerated, Arc will not pay the claim and cover under this insurance will end without **Us** returning **Your** premium.

MAKING A CLAIM

This insurance only covers the legal fees of Arc's panel solicitors or their agents until court proceedings are issued. If court proceedings are issued, **You** may put forward another solicitor to act for **You**.

As soon as **You** have a legal problem that **You** may need help with under this insurance, **You** should phone the legal helpline on 0870 350 1730, quoting reference 'ERS Arc Legal'.

You can use the legal helpline to get legal advice on any private legal problem **You** are concerned about.

When there is a claim or possible claim, **You** must contact the legal helpline and tell Arc about it. Arc will send **You** a claim form to fill in. **You** must tell Arc about all claims within 90 days of the incident and they will not cover legal costs and expenses **You** pay or agree to pay before they grant support.

If Arc decide that a reasonable settlement is unlikely, or **Your** interests would be better served by taking other action, they will let **You** know.

Arc will not pay for any legal costs and expenses until they have accepted the claim in writing.

SETTLING CLAIMS

Arc will pay up to £25,000 in total for any one event.

WHAT IS NOT COVERED

Arc will not pay legal costs and expenses for legal proceedings in the following circumstances.

- 1 Where Arc consider that **You** will not get a reasonable settlement or where any expected settlement is small in relation to the time and expense involved.
- 2 If Arc have not agreed to the costs and expenses.
- 3 If Arc are not told about the claim within 90 days of the incident causing it.
- 4 Any claim arising from selling, buying or hiring of goods or services where the incident happened before the date the **Period of Insurance** starts.

- 5 Claims arising from selling or buying a **Home** unless the incident happened at least 120 days after the **Period of Insurance** started.
- 6 Claims over boundary disputes.
- 7 Claims involving a motor vehicle owned by **You** or for which **You** are legally responsible.
- 8 Claims which relate to fines and penalties awarded against **You** by a criminal court.
- 9 Claims involving disputes with **Us, Our** agents, Arc or the legal representatives instructed to act on **Your** behalf.
- 10 Claims involving actions carried out to fulfil a judgement or a legally-binding decision.
- 11 Where the incident leading to **Your** claim happened outside the **United Kingdom**.

Arc will not pay for the following.

- Claims caused by, contributed to or arising from:
 - a contract entered into or in connection with any business, trade or profession, apart from the cover provided in 'What is covered' item 4 Employment.
 - a criminal or deliberate act by **You**;
 - libel, slander or verbal injury;
 - personal injury based predominantly on industrial disease, psychological injury or faults in medicinal products;
 - an allegation of clinical negligence;
 - constructing **Buildings** or altering their structure;
 - disputes with financial services providers;
 - disputes with any government or public or local authority, apart from the cover provided in 'What is covered' item 4 Employment.
 - planning law;
 - patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements;

- divorce, matrimonial matters or proceedings including parental responsibility, contact or paying maintenance;
- a lease or licence to use land or property; or
- an application for a judicial review.
- Travelling expenses or compensation for being absent from work.
- Legal costs and expenses if a member withdraws from legal proceedings without Arc's agreement.
- Legal claims which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- The first £250 of any claim under 'What is covered' item 4 Employment.

CUSTOMER SERVICE

Arc's aim is to get it right, first time, every time. If they make a mistake, they will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact them at the address below. They will always confirm to **You**, within five working days, that they have received **Your** complaint. Within four weeks, **You** will receive either a final response or an explanation of why the complaint has not been sorted as yet, plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with Arc. Arc's contact details are:

Arc Legal Assistance Ltd
Lodge House
Lodge Lane
Langham
Colchester CO4 5NE

Phone: **0870 350 4400**

E-mail: enquiries@arclegal.co.uk

General Exclusions

The following exclusions apply to the whole of **Your** insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to, or arising from, the following.

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

- 2 War, invasion, civil war, revolution and any similar event.
- 3 Loss of value after **We** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **Period of Insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil or leaking or spilling from **Your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic data being erased or corrupted of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind.
- 9 Biological or chemical contamination due to or arising from:
- terrorism; or

- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm;
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

General Exclusions

The following conditions apply to the whole of **Your** insurance.

1 Reasonable care

You must keep **Your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **You** must tell **Us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2 Telling **Us** about a change

You must tell **Us** immediately about any change in the information given to **Us** which is relevant to this insurance. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully. If **You** are not sure whether any information is relevant, **You** should tell **Us** anyway.

You must tell **Us** about the following if **You**:

- a plan to convert or extend **Your Buildings**.
- b buy new furniture or other household goods as the sum insured for **Contents** may need to be increased. (Please read how **We** settle claims under section two: **Contents**)
- c change **Your** address.

- d plan to leave or make **Your Home Unfurnished**.

- e stop living in **Your Home**.

- f regularly leave **Your Home** unattended by day or by night; or

- g change how **Your Home** is used (for example, start a business) or take in lodgers, tenants or paying guests.

You must tell **Us** immediately if **Your Home** becomes occupied or **Unoccupied**. **We** may adjust the premium if necessary.

We have the right to change any terms and conditions of this insurance when **You** tell **Us** about a change.

3 Claims

When there is a claim or possible claim, **You** must tell **Us** in writing as soon as possible.

For loss or damage claims, **You** must give **Us** (at **Your** own expense) any documents, information and evidence **We** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft or is being made as a result of loss of property outside **Your Home**.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **You** must send **Us** any statement of claim, legal process or other communication (without answering them) as soon as **You** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **Our** written permission.

4 **Our** rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable way. However, **You** must not abandon any property.

Before or after **We** pay **Your** claim under this insurance, **We** may take over, defend or settle any claim in **Your** name.

We can also take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance.

5 Fraudulent claims

If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent or exaggerated, **We** will not pay the claim and cover under this insurance will end without **Us** returning **Your** premium

6 Disagreement over amount of claim

If **We** accept **Your** claim, but disagree over the amount due to **You**, the matter will be passed to an arbitrator who both **You** and **We** agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.

7 Cancellation

Your right to change **Your** mind:

You may cancel the insurance, without giving reason, by sending **Us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **You** receiving the insurance documents.

We will make a charge equal to the period of cover **You** have had, but this charge will be at least £25 plus the Insurance Premium Tax (IPT).

Cancellation after the withdrawal period

You may cancel this insurance after the withdrawal period by giving **Us** notice in writing. **We** will refund the part of **Your**

premium which applies to the remaining **Period of Insurance**, (as long as **You** have not made a claim within the **Period of Insurance**).

We may cancel the insurance by sending **You** 14 days' notice to **Your** last known address.

We will refund the part of **Your** premium which applies to the remaining **Period of Insurance**, (as long as **You** have not made a claim).

We may cancel the insurance immediately if **You** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **You** have paid by instalments. If **We** have accepted a claim for loss or damage under this insurance, **We** may take any premium instalments **You** owe from the claim payment.

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

9 More than one **Home**

Each **Home** covered by this insurance will be insured as though a separate document had been sent to each.

10 Payment by Instalments

If **You** have agreed to pay **Your** premium by instalments, the following will apply.

- If **You** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **You** must pay all the remaining instalments and any administration fee within 14 days of receiving the written notice. If **You** do not pay the amount **You** owe within these 14 days, **We** will cancel the remaining cover under this insurance by sending **You** 14 days notice, as shown in General Condition 7. **We** will then send **You** confirmation of the cancellation.
- If any extra premium is needed during the **Period of Insurance**, it will be spread out over the remaining instalments due for that year. If **You** have already paid all **Your** instalments, **You** must immediately pay any extra premium when it is due.
- If **We** owe **You** any premium, the amount **We** owe may be taken off the instalments due for the year.

Endorsements

IMPORTANT: THIS APPENDIX FORMS PART OF THE INSURANCE.

An endorsement only applies if the endorsement's number is shown in the relevant place on the schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with the schedule.

The general terms, conditions and exceptions apply to all endorsements.

Endorsement number H1 – Other interest

The name shown on the schedule has a financial interest in **Your Buildings**.

Endorsement number H2 – Minimum security clause

All doors and windows to the **Home** must be secured by:

- five-lever mortise deadlocks, to British Standard 3621 on all outside doors; or
- built-in deadlocking cylinder locks and security bolts if the door is double glazed; or
- mortise security bolts or other key-operated locks to British Standard 3621 fitted at the top and bottom of each portion of french windows or double sliding patio doors; and
- all opening sections of the basement, ground floor or easily accessible windows to the **Home** are secured by key operated window locks.

The locks and security bolts must be locked and secured overnight or when no authorised person is in the **Home**.

We will not provide any cover in section two (**Contents**) or section three (Personal items) for loss or damage arising out of Insured event 10 (Theft or attempted theft) unless the protection listed is put into full and effective operation whenever the **Home** is left unattended or when **You** have gone to bed. This does not apply to locks on the windows of bedrooms where people are sleeping.

All keys must be removed from the locks or bolts and hidden from view whenever the **Home** is left unattended.

Endorsement number H7 – Excess clause (buildings)

We will not pay the first amount shown in the schedule for any claim under section one: **Buildings**

The amount shown is on top of any other amount which **You** may have to pay under this insurance.

Endorsement number H8 – Unoccupancy

The 30-day limit does not apply and the following terms do apply. While your home is unoccupied:

- during the period from November to March all main supplies must be turned off and the water and central-heating systems must be drained, unless the central-heating system is kept running to maintain a temperature of 15°C throughout your home;
- we will not cover valuables, money or credit cards; and
- you, or an authorised person, must inspect the inside of your home at least once every seven days;

We will not pay the first £200 of every claim. This amount is on top of any other amount which you may have to pay under this insurance.

Endorsement number H12 – Alarm

- The intruder alarm, which **We** have details of, must be used:
 - overnight; and
 - when no authorised person is in the **Home**.
- The alarm must be maintained in full working order under a contract with the installer or as otherwise approved by **Us**.

Any fault brought to **Your** notice must be corrected immediately.

- Theft cover will not be affected by any fault in the intruder alarm which is due to circumstances beyond **Your** control.
- **You** must not alter the intruder alarm system without telling **Us**.

- **You** must immediately tell the intruder alarm installer or the maintenance provider and **Us** if the police withdraw response to alarm calls.

Endorsement number H13 – Protecting specified items

When the specified items shown against this endorsement number on the schedule are not being worn, they must be kept in the safe which **We** have details of. All keys and duplicate keys of the safe should be removed from **Your Buildings**, whenever there are no authorised people in **Your Home**.

Endorsement number H14 – Excess clause (Contents)

We will not pay the first amount shown in the schedule for any claim under section two: **Contents**.

The amount shown is on top of any other amount which **You** may have to pay under this insurance.

Endorsement number H18 – Buildings used partly for business, profession or trade purposes

The **Buildings** will include those areas, which have been declared to **Us** as being used in connection with **Your** business, profession or trade.

Endorsement number H27 – Subsidence, heave or landslip clause

Insured event 14 in section one: **Buildings** and section two: **Contents** is deleted.

Endorsement number H33 – Contractor's clause

We will not pay for any loss, damage or liability arising out of the activities of any contractor.

Endorsement number H45 – Settings warranty

We will not provide any cover in section three: Personal items for loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £2,500, unless the jewellery has been examined at least once every two years by a competent jeweller. We need written confirmation from the jeweller that all settings are in good order.

ENDORSEMENT NUMBER H71 – HOLIDAY HOME ENDORSEMENT (SILVER)

While the home is occupied:

We will not pay the first £100 for any claim under section one: Buildings or section two: Contents. The amount shown is on top of any other amount which you may have to pay under this insurance.

While the home is unoccupied:

The 30-day limit does not apply and the following terms do apply.

While the home is unoccupied by you or an authorised person:

- during the period from 1st November to 31st March all main supplies must be turned off and the water and central heating systems must be drained, unless the central-heating system is kept running to maintain a minimum temperature of 15°C throughout the home;
- an authorised person must inspect the inside of the buildings at least every thirty days;
- Extra benefit 1 Accidental breakage of section one: Buildings is deleted; and
- Section five: Legal Expenses cover is deleted.

We will not pay the first £250 of any claim. This amount is on top of any other amount which you may have to pay under this insurance.

Endorsement number H136 – Restriction of Contents Cover

The definition of Contents is replaced with the following:

- Household furniture, carpets and curtains. Contents does not include the following.
- money
- stamp, coin or other collections
- valuables, pictures, works of art or curios
- guests clothing and personal belongings
- any property which is more specifically insured by other insurance

- your pets or other animals
- motor vehicles, caravans, trailers, watercraft, aircraft or any accessories for these items
- securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts
- any property connected with your business, profession or trade Contents cover (as defined above) is restricted to insured events 1 to 15 of section two.

Cover under section two: Contents Extra benefit 1 (Accidental breakage) is deleted.

Insured event 10 in section two: Contents is deleted and replaced with the following:

Insured event 10 Theft or attempted theft following a forced and violent entry into or exit from your home.

Excluding loss or damage:

- caused by you or your guest or tenants;
- while your home is unfurnished or unoccupied

Endorsement number H138 – Deletion of accidental damage and breakage

Cover under section one: **Buildings**, Extra benefit 1 (**Accidental** breakage) is deleted.

Endorsement number H139 – Deletion of accidental breakage

Cover under section two: **Contents**, Extra benefit 1 (Accidental breakage) is deleted.

Endorsement number H140 – Deletion of legal expenses

Section five: Legal Expenses cover is deleted.

Endorsement number H142 – Jewellery clause

We will not provide cover for loss of jewellery caused by theft or disappearance unless it is:

- being worn by **You**;
- deposited in a bank or locked safe; or
- being carried by hand under **Your** supervision.

Endorsement number H146 – Tenanted property

You have told us, and we have agreed, that you have let your home to a family. That family lives in your home, and you have given us information about them. If there are any changes to that information, for example, a change in the employment of family members who live there or a change in the tenancy, you must tell us immediately.

If you fail to give us up-to-date information, and a claim arises, we may decide not to pay the claim.

You must meet all local and national authority regulations governing rented accommodation. If you do not meet these regulations and a claim arises, we may decide not to pay the claim.

The following restrictions will apply to your insurance and change the cover shown in your document.

- If you have cover under section one: Buildings, we will not cover accidental damage or breakage of double-glazing, fixed sanitary fittings, fixed solar panels or ceramic glass in cooker hobs of built-in units.
- If you have cover under section two: Contents, we will not cover accidental damage or breakage of double-glazing, glass tops and fixed glass in furniture, ceramic glass in cooker hobs, mirrors or television sets; and we will not cover valuables, money or coin, medal and stamp collections.

We will not pay the first £100 of any claim under section one: Buildings or section two: Contents. The amount is on top of any other amount which you may have to pay under this insurance.

Endorsement number H147 – Tenanted property non standard

You have told us, and we have agreed, that you have let your home to tenants and you have given us information about that tenancy. If there are any changes to that information, for example, a change of tenants, you must tell us immediately.

If you fail to give us up-to-date information, and a claim arises, we may decide not to pay the claim.

We will not provide the cover shown in your document for accidental damage or breakage of double-glazing, fixed sanitary fittings, fixed solar panels or ceramic glass in cooker hobs of built-in units.

The following conditions will apply on top of those shown in your document.

- You must meet all local and national authority regulations governing rented accommodation.
- The bedrooms of your home must not be used for cooking, other than making tea or coffee.
- Portable heaters, other than electric-powered fan or convector types, must not be used in any bedroom of your home.
- You or an authorised person must inspect the inside of your home at least once every month.
- All rubbish stored in your buildings must be removed each week.

If all of the conditions shown above are not met, and a claim arises, we may decide not to pay the claim.

We will not pay the first £250 of any claim. This amount is on top of any other amount which you may have to pay under this insurance.

Endorsement number H152 – Restriction of theft cover

Insured event 10 in section two: Contents is deleted and replaced with the following.

Insured event 10 Theft or attempted theft following a forced and violent entry or exit from your home. We will not cover loss or damage:

- caused by you or your guests or tenants;
- while your home is unfurnished or unoccupied; or
- to valuables, pictures, works of art, curios, business equipment and money in any garage or outbuilding.

Any amount over £2,500 for loss or damage from any garage or outbuilding is not covered.

SECURITY

It is important that **You** take all reasonable measures to avoid loss or damage from **Your Home** by improving security. By making access to **Your Home** difficult, thieves will be put off.

For **You** to get **Our Home** protection and **Home**-alarm protection premium reductions, **You** must fit the security devices and the intruder alarm to the quality shown below. (Intruder alarms and locking devices on doors and windows do not always reduce the premium, as these may be a condition of providing **You** with insurance.)

We may insist that **You** keep **Valuables** in a safe.

Doors

On all doors into **Your Buildings**, **You** should fit a 5-lever mortise deadlock to British Standard 3621.

If **You** have French windows or double sliding patio doors, **You** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.

If **You** have aluminium-framed sliding or patio doors, **You** should, where possible, fit detachable key-operated runner locks.

Key-operated security bolts fitted to the top and bottom of all doors into the property will give **You** greater security.

Windows

All opening sections of basement, ground floor or easily accessible windows without using ladders should be fitted with key operated locks.

If **You** need any help or advice on security for **Your Home**, contact a member of the Master Locksmith Association.

Intruder alarm

If **You** plan to get a quote for an intruder alarm, **You** should check that the installer is a registered member of the National Approval Council for Security Systems (NACOSS), Integrity 2000 or Alarm Inspectorate Security Council.

If **You** need any help or advice with intruder alarms, contact the National Approval Council for Security Systems (NACOSS).

We recommend that **You** take simple precautions for **Your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

Helpful Hints

FIRE PREVENTION

Do

- Check **Your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits.

Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **You** are in doubt.

- Always unplug non-essential appliances before **You** go to bed at night especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Install a suitable fire extinguisher. You should put one placed in the kitchen.
- Make sure that all open fires are properly guarded – even if they appear to be out – especially at night.
- Have **Your** chimney swept, and flues regularly checked, at least once a year (if **You** use open fires).

Don't

- Smoke in bed.
- Move or fill oil heaters when they are alight.
- Let children play with matches or fire.
- Leave a pan of fat unattended on the cooker.

WATER DAMAGE

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if **You** leave the property empty in the winter months. Or leave the central heating on throughout the **Home** to maintain a minimum temperature of 15°C and consider leaving the loft access open so that warm air can move into the roof space. This will reduce the possibility of the pipes and tank freezing.
- If, despite **Your** precautions, **Your** pipes freeze, thaw them out slowly using hot water bottles or hair dryers. Never use a blowlamp or warm-air paint stripper gun.

SECURITY

- Make sure **You** have good-quality locks (approved to British Standard) fitted to all of **Your** outside doors and all accessible windows.
- Use the door and window protections when **You** leave the **Home** unattended – day or night – and remove the keys from the locks (including garage).
- Do not leave keys under the mat or inside the letter box or anywhere else they can be found easily.
- Leave a light, on a timer, in a room other than the hall when **You** are out in the evening or overnight.
- Do not leave large amounts of **Money** at **Home**.
- Do not leave valuable property in unattended vehicles.
- Photograph **Your Valuables** and keep copies of valuations and receipts. These are extremely helpful in the event of theft or loss, not only to **Us** but also to the police.
- If **You** doubt the effectiveness of **Your** existing door or window locks or bolts, please see the main security section.

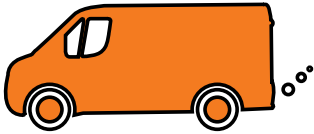
When you go away on holiday

- Tell **Your** local Neighbourhood Watch about **Your** holiday.
- Stop newspaper and milk deliveries; do not advertise **Your** absence.
- Place any **Valuables**, which are not being carried or worn, in safe custody with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If **You** have an alarm, make sure this is switched on.
- Leave **Your** key with a trusted neighbour and ask them to look in and inspect **Your Home** occasionally

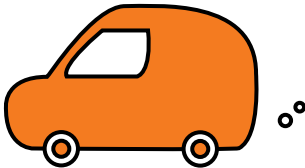
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