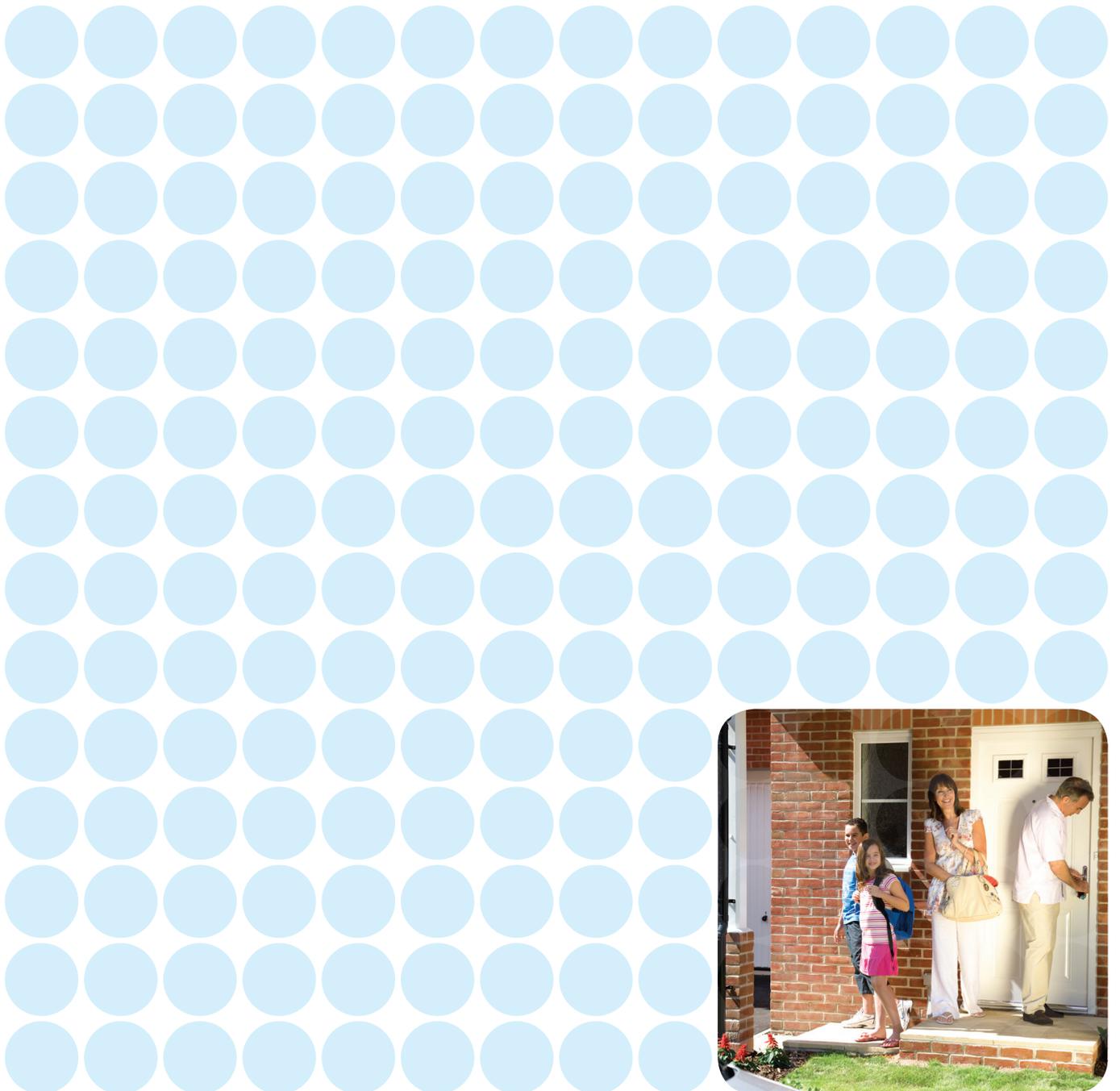


Home Solutions Insurance

Policy document



Your home insurance policy

This policy is an agreement between you (the person shown in your schedule as the person insured) and us (Zurich Insurance plc) but is only valid if you pay the premiums. It is based on the information you gave us (via your insurance advisor) during the application process or subsequently as confirmed in your most recent statement of facts or proposal.

Your policy provides cover for the sections and period of insurance shown in your schedule. You must read this policy and your schedule, proposal and/or statement of facts, and any specifications or endorsements together as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your insurance advisor as soon as possible.

You must tell us immediately if at any time any of the information on which this insurance is based is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

The conditions and exclusions that apply to all sections of your policy are shown on pages 14 to 16. Please make sure that you read these as well as the cover shown in each section.

Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell your insurance advisor of your decision, in writing or by phone within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

Please see Condition 5 for full details of all cancellation conditions and charges.

Excess

If we pay a claim for the same cause happening at the same time under more than one of the buildings, contents or personal possessions sections, we will only take off one excess.

This will be the highest excess shown in your schedule for the sections concerned.

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Excess – the first amount of any claim for which you are responsible.

Family – your husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.

Money – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

Personal Possessions – Property which is worn or used about the person in every day life and which belongs to you or your family or for which you are responsible and is covered in and away from the home.

Unoccupied – if the home is either:

- not permanently lived in by you (or a person you have authorised);
- or
- without enough furniture for normal living purposes.

Valuables – any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.

Vehicles and craft – any electrically- or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery or pedestrian-operated models or toys or battery assisted cycles).

Buildings section

Buildings are:

- the main structure of your home at the address shown in your schedule, including its permanent or soon-to-be fitted fixtures and fittings if they are your property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of your home;
- ornamental ponds or fountains, swimming pools and tennis courts, permanently fitted hot tubs and jacuzzis;
- professionally designed, built and installed solar panel equipment;
- central-heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television-receiving equipment or television and radio aerials.

Events

We cover sudden and unexpected loss of or physical damage to the **buildings** caused by events 1 to 13 (and 14 if '**buildings** including accidental damage' is shown in your schedule).

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is unoccupied for more than 60 days in a row.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm, including weight of snow, or flood, but not to fences, gates, hedges or railings.
- 6 Theft or attempted theft unless this is caused by deception.
- 7 Subsidence or ground heave of the site that your **buildings** stand on or landslip other than:
 - from the coast or a river bank being worn away;
 - damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;

- to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;
 - from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design.
- 8 Escape of water from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting.
 - 9 Falling trees or branches, lampposts or telegraph poles.
 - 10 Oil leaking from any fixed appliance, pipe or tank.
 - 11 Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.
 - 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
 - 13 Accidental damage to cables and underground pipes serving your home for which you are legally responsible including the cost of breaking into and repairing the pipe between the main sewer and your home following a blocked pipe.
 - 14 Accidental damage to the **buildings** but not damage:
 - excluded under events 1 to 13;
 - caused by a person the home is lent, let or sublet to;
 - caused by a person you employ to carry out maintenance or repair work.

Your liability to others

15 We cover your legal liability:

- as owner of the **buildings** and their land, but not as occupier;
- resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is £2,000,000.

We will not pay if the liability arises from:

- the death, injury or illness of you or your **family** or any person employed by you or your **family**;
- loss or damage to any property that you or your **family** own or are responsible for;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for.

Extra cover

16 **Alternative accommodation** – if your home is not fit to live in following loss or damage covered by this section, we will pay:

- the reasonable cost of similar alternative accommodation for you and your pets;
- ground rent which you have to pay;
- rent which should have been paid to you.

This will apply during the time needed to restore your home to a condition which is fit to live in.

The most we will pay is 20% of the **buildings** sum insured.

17 **Replacing locks** – we will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.

18 **Tracing a leak** – we will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the **buildings** when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the **buildings**.

19 **Emergency Access** – we will pay the costs incurred following loss or damage to the buildings caused by the police or emergency services in gaining access to your home in connection with a medical emergency or to help prevent loss or damage to the home.

The most we will pay for any event is £1,000.

20 **Selling your home** – if at the time of a claim you have contracted to sell your home, the buyer will have the benefit of this policy as long as the purchase is completed.

Settling claims

We will decide whether to repair, replace, make a cash payment or reinstate the damaged part of the **buildings**. We will have the option to do this by using one of our suppliers.

We will pay the full cost of the work, including any professional, demolition or local authority costs or fees we have agreed, as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of your property that resulted from the damage. However, we will not pay more than the cost to us of using our suppliers for the repair or replacement or reinstatement of the **buildings**.

We will take off an amount for wear and tear if your **buildings** are not properly maintained or if your sum insured is less than the actual cost of rebuilding your home in the same form, size and condition as new.

When we pay your claim we will take off the amount of the **excess** shown in your schedule. This does not apply under 'Your liability to others' and 'Extra covers 16, 17 and 18'.

The most we will pay is the limit shown in the policy or the sum insured shown in your schedule.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of your policy'.

Garden cover section

Garden is the flowerbeds, lawns, plants, shrubs or trees, ornaments or statues in the garden within the boundaries of your home.

Events

We cover sudden and unexpected loss of or physical damage to your **garden** caused by events 1 to 7.

We do not cover events 3 or 6 when the home is **unoccupied** for more than 60 days in a row.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- 4 The **garden** being hit by vehicles or aircraft but not garden machinery, or any other vehicles used in the **garden**.
- 5 Storm or flood but not:
 - frost damage;
 - flood damage to lawns.
- 6 Theft or attempted theft.
- 7 Falling trees or branches, lampposts or telegraph poles.

Extra cover

Storm or flood – We cover loss or damage by storm or flood to fences, gates, hedges or railings, at the home as long as the main structure of your home, private garages or domestic outbuildings are damaged at the same time by the same cause.

Settling claims

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or

replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. We will have the option to use one of our suppliers to validate the loss or repair.

When we pay your claim, we will take off a £50 **excess**.

The most we will pay is £1,500 plus up to £250 towards the cost of removing fallen trees or branches.

Contents section

Contents are:

- household goods and personal property;
- **valuables**;
- satellite television-receiving equipment and television and radio aerials;
- **money** or the unauthorised use of a charge, credit or debit card up to £500 (you and your **family** must keep to your card issuer's conditions);
- pedal cycles up to £500 for any one pedal cycle including accessories;
- office equipment used for your business, profession or trade up to £10,000;
- loss of oil or metered water up to £1,000 following accidental damage to the water or heating system.

Contents are not:

- **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- business stock;
- items you have more specifically insured by this or any other policy.

Events

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (and 14 if '**contents** including accidental damage' is shown in your schedule) to the **contents** in your home that:

- you or your **family** own or which you or they are responsible for;
- visitors to your home or your domestic employees who live in your home own.

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is **unoccupied** for more than 60 days in a row.

We will not pay more than:

- £250 for **contents** belonging to your visitors or your domestic employees;
- £5,000 for theft of **contents** which are stored in garages or outbuildings at your home.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm or flood.
- 6 Theft or attempted theft but not:
 - if caused by deception;
 - while the home is lent, let or sublet unless violence and force are used to break into or out of your home.
- 7 Subsidence or ground heave of the site your **buildings** stand on, or landslip.
- 8 Escape of water from any fixed appliance, pipe, tank or fish tank.
- 9 Falling trees or branches, lampposts or telegraph poles.
- 10 Oil leaking from any fixed appliance, pipe or tank.
- 11 Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
- 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.

13 Accidental damage to:

- audio, hi-fi, television (including satellite receivers and set top boxes), video game consoles, DVD, video or telecommunication equipment but not mobile phones;
- computers (but not laptop computers, computer software, hand-held computers or electronic toys);
- satellite television-receiving equipment or television and radio aerials.

14 Accidental damage to the **contents** but not damage:

- excluded under events 1 to 13;
- caused by a person the home is lent, let or sublet to;
- to clothing or contact lenses;
- to **contents** in the open.

Your liability to others

15 We cover you or your **family** for any legal liability you have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is:

- £10,000,000 for an accident to your domestic employees;
- £2,000,000 for an accident to any other person or property.

We will not pay if the liability arises from you or your **family**:

- owning your home;
- owning or occupying any other premises;
- owning or using **vehicles and craft** (other than hand- or foot-propelled boats that you or they do not own).

We will not pay if the liability arises from:

- death, injury or illness of you or your **family**;
- loss of or damage to any property owned by you, your **family** or your domestic employees or that you or they are responsible for;
- you or your **family** passing on any illness or virus;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for;

- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the United Kingdom).

Extra cover

16 **Contents in the open** – we will pay up to £1,000 for loss or damage caused by events 1 to 10 to **contents** in the open within the boundaries of your home. This includes flowers, plants, shrubs or trees in pots or containers.

17 **Temporary removal** – we will pay up to £5,000 for loss of or damage to your **contents** while temporarily removed from your home to within the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland caused by:

- events 1, 2, 4, 5 and 7 to 10;
- theft from:
 - a deposit box in a bank;
 - a building where you or your **family** work;
 - a house or flat where you or your **family** are temporarily living;
 - any other building, including a hall of residence, as long as violence and force are used to break into or out of the building.

We will not pay for:

- loss of or damage to **contents**:
 - removed for sale, exhibition or storage;
 - in the open caused by storm or flood;
- theft of **money** from a building where you or your **family** work;
- loss of or damage to office equipment including laptop computers.

18 **Moving to a new home** – we will pay for sudden and unexpected loss of or physical damage to your **contents** (but not **money**) while they are being moved to your new permanent home in the British Isles by professional removers. This includes while they are temporarily stored for up to seven days in furniture storage.

We will not pay for:

- damage to china, glass and similar brittle items, unless they have been packed by professional packers;
- loss or damage that is not reported to us within seven days of your **contents** being delivered to your new home.

19 **Gifts** – we will increase your sum insured by £5,000:

- one month before and after Christmas or a similar religious festival to cover gifts and related additional purchases;
- one month before and after the wedding day of you or any member of your family to cover wedding gifts and related purchases in your home, at the reception, in the couple's marital home or being transported between any of these places.

20 **Tenant's cover** – if you are the tenant of your home, we will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the buildings section to any:

- fixtures and fittings, greenhouses and sheds you have installed at your home and for which you are responsible;
- part of the structure, decorations, fixtures and fittings of your home that you are responsible for as a tenant under a tenancy agreement. The most we will pay is £10,000.

21 **Jury service** – we will pay up to £50 each day (for up to 20 days) towards loss of earnings and expenses you cannot get back as a result of serving as a juror.

22 **Alternative accommodation** – if your home is not fit to live in following loss of or damage to **contents** for which we will pay a claim under this section, we will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including your pets), or ground rent which you have to pay, for the time necessary for your home to be restored to a condition which is fit to live in.

23 **Replacing locks** – we will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.

24 **Fatal accident cover** – we will pay £10,000 if you or your husband, wife or partner die within 30 days as a direct result of:

- an accident, assault or a fire in your home;

- an accident while travelling in the British Isles as a fare-paying passenger in any road or rail vehicle;
- an assault away from your home but within the British Isles.

25 **Prams and wheelchairs** – we will pay up to £500 if a pram or wheelchair is stolen or damaged anywhere in the world. Accessories are only covered if they are stolen with your pram or wheelchair.

26 **Frozen food** – we will pay the reasonable cost of replacing food and drink in your fridge or freezer that you cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.

27 **Title deeds** – we will pay up to £2,500 to replace the title deeds of your home following loss or damage caused by events 1 to 10 while they are in your home or in the offices of your mortgage lender, solicitor or bank.

28 **Downloaded music and other information** – we will pay for the cost of replacing music and other downloaded information you have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8. We will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most we will pay for any one event is £2,500.

Settling claims

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear:

- on clothing and household linen that cannot be repaired;
- if your sum insured is less than the full cost of replacing all your **contents** as new.

When we pay your claim we will take off the amount of the **excess** shown in your schedule and as shown in your policy. This does not apply under 'Your liability to others' and Extra covers 21 to 28.

The most we will pay for **valuables** is the limit shown in your schedule and/or specification.

The most we will pay for all other items is the limit shown in the policy or the sum insured shown in your schedule.

See 'Your duty to check information and tell us of any changes' under Conditions which apply to the whole of your policy'.

Personal possessions section

Events

We cover, anywhere in the world, sudden and unexpected loss of or physical damage to the specified and unspecified items shown in your schedule and/or personal possessions specification that are owned by you or your **family** or for which you or they are responsible.

We will not pay for:

- theft from an unattended motor vehicle unless the vehicle was securely locked and the property was hidden in a glove or luggage compartment;
- unauthorised use of a charge, credit or debit card by you or a member of your **family**;
- theft of a pedal cycle if left unattended away from your home unless it is securely locked to a permanent structure or in a locked building;
- theft of pedal cycle accessories, unless they are stolen with the pedal cycle;
- loss of or damage to:
 - sports equipment while it is being used;
 - contact lenses;
 - a pedal cycle while you are using it for racing, pacemaking or trials;
 - household goods;
 - **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
 - deeds and documents;
 - documents and certificates showing ownership of shares, bonds and other financial investments.

Unspecified personal possessions

The most we will pay is:

- up to £1,500 for any item of clothing, sports equipment or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards;
- up to £500 for any one unspecified pedal cycle including accessories;
- up to £500 for loss of **money** or the unauthorised use of a charge, credit or debit card. You and your **family** must keep to your card issuer's conditions.

We will not pay more than the sum insured shown in your schedule and/or specification.

Specified items

The most we will pay is the sum insured for that item shown in your schedule and/or specification.

Settling claims

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear on clothing that cannot be repaired.

When we pay your claim we will take off the amount of the **excess** as shown in your schedule.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of your policy'.

Family legal expenses

Under this section, claims are managed by Lawclub Legal Protection of Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW.

Your cover includes access to the Zurich legal helpline which will give you advice on any personal legal problem 24 hours a day, 365 days a year. Simply call the helpline on 0870 010 9071.

Please quote reference 36237. The advice you get from the legal helpline will always be according to the laws of Great Britain and Northern Ireland. We may record the calls to protect you.

Your cover also includes access to one of our approved specialist solicitor firms if your claim is covered by this section.

In this section of your policy, the words 'you' and 'your' mean the person named in your schedule and any member of your **family** who permanently lives with you in your home at the address shown in your schedule.

The 'legal representative' is the solicitor or other person appointed with our agreement under this section to represent you. At any time before we agree that legal proceedings need to be issued, we will choose the legal representative.

The legal representative that we choose will be from one of our approved specialist solicitor firms.

You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative cannot act for you. You must send his or her name and address to us. If we agree to appoint a legal representative that you choose, you must pay a £250 **excess**. You must pay the **excess** at the start of your claim. If we agree to appoint a legal representative that you choose, he or she will be appointed on the same terms as we would have appointed our chosen legal representative. We may decide not to accept your choice of legal representative. If we do not agree with your choice, the matter will be settled using the procedure in condition 5.

When choosing the legal representative, you must remember your duty to keep the cost of any legal proceedings as low as possible.

'Costs' are the professional fees and expenses reasonably and properly charged by the legal representative on a standard basis (that is, the assessment of costs which are proportionate to your claim) up to the standard rates set by the courts, which cannot be recovered from your opponent. We will only pay costs which we consider are necessary and in proportion to the value of your claim. We will also pay your opponent's costs in civil cases which you are ordered to pay by a court or tribunal, or which you pay to your opponent with our written agreement. We will only start to cover costs from the time we have accepted the claim and appointed the legal representative.

The most we will pay for all claims arising from one event under this section is £50,000.

Under this section, you are covered in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. These are known as the 'territorial limits'.

The territorial limits for death and bodily injury claims, apart from claims relating to medical treatment, include the member states of the European Union, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey.

What is covered

As long as the event, or series of events, which gave rise to a claim starts within the period of insurance and, at all times, you have a reasonable chance of recovering damages, successfully defending legal action or settling the matter in another way, we will pay the costs we have agreed to for the following.

- Taking legal action against your opponent within the territorial limits:
 - as a result of a sudden and specific event which causes your death or bodily injury;
 - as a result of medical treatment which causes your death or bodily injury (the medical treatment must have started during the period of insurance and taken place within the territorial limits);
 - following a breach of your legal rights to do with owning or using your home at the address shown in your insurance schedule (your home must be within the territorial limits);
 - as a result of an event which causes physical damage to your home at the address shown in your schedule or to property, which you own or are legally responsible for, which is in or on that home (your home must be within the territorial limits);
 - against your employer at an employment tribunal following a breach of your contract for full-time employment or permanent part-time employment (you must have entered into the contract within the territorial limits);
 - if you have lost money as a result of the way personal information about you has been stored or used by another person or organisation.
- Taking or defending legal action within the territorial limits following a breach of a contract you have for buying, selling or renting goods or services. This includes buying or selling your permanent home. (You must have entered into the contract within the territorial limits.)

- Defending your legal rights after any event which results in criminal proceedings being brought against you within the territorial limits under road traffic laws relating to you owning or using a motor vehicle.
- Representing you after an event which results in you getting a notice of an inquiry by

HM Revenue & Customs, under section 9a of the Taxes Management Act 1970, into the amount of tax you have to pay on your wages or salary as an employee. (We will provide this cover as long as you keep to the legal requirements for keeping your accounts and sending in your tax returns.)

What is not covered

We will not provide cover for the following.

- The first £250 of every claim where we agree to appoint a legal representative that you choose.
- Any costs incurred before we have accepted your claim in writing.
- Any costs we have not agreed to in writing.
- Death or bodily injury arising from you driving a motor vehicle.
- Property damage caused by mining or subsidence.
- Property damage arising from you driving or using a motor vehicle.
- Any criminal proceedings relating to:
 - Parking offences for which you do not get points on your licence.
 - Driving while under the influence of drink or drugs.
 - Driving without insurance.
 - Driving without a current driving licence.
 - Driving without a current MOT certificate.
- Any contract dispute:
 - which starts within three months of the date this section starts unless the claim is for goods or services you bought after the start of this section (this does not apply if you had the same cover under another policy up to the date this section started);
 - for amounts less than £100;
 - to do with building, converting or extending your home;
 - to do with work carried out for the benefit of land or buildings that are not at the address shown in your schedule;
 - over the amount of money or other compensation due under an insurance policy;

- to do with a contract you have for pensions, savings or investments of any kind;
- to do with your business activities unless it is about your contract of employment;
- to do with subcontracting or a contract for your services if you are self employed;
- which is only to do with stress, emotional or psychological injury, illness or symptoms.
- Any dispute arising out of a tenancy agreement, lease agreement or licence to occupy your home at the address shown in your schedule or any other land or property that you own.
- Any dispute arising from an application for planning permission.
- Any claim which happens because you have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- Any fines or penalties.
- Any dispute which is only about the amount of redundancy pay.
- Any dispute with any local authority, public authority or any government department relating to:
 - owning or using your home at the address shown in your schedule;
 - physical damage to your home at the address shown in your schedule or property which you own or are legally responsible for and which is in or on that home; or
 - any services that are provided by the local authority, public authority or government department.
- Any investigation by HM Revenue & Customs:
 - into your business activities unless it is to do with your wages or salary as an employee;
 - which started before the start of this section;
 - into criminal activities you are accused of;
 - where you are only being investigated because you have been investigated before
- Disputes between:
 - you and us;
 - you and any other person covered by this policy;
 - you and someone you live with or have lived with.
- An application for a judicial review.
- Any dispute to do with written or verbal remarks which damage your reputation.

Conditions that only apply to Family legal expenses

If you do not keep to the conditions, we will have the right to cancel this section of your policy, refuse any claim and withdraw from any current claim.

1 You must:

- make your claim within six months of the event which gave rise to the dispute;
- give us written details of your claim along with any other supporting information we ask for;
- not appoint a legal representative.
- follow the legal representative's advice and provide any information he or she asks for;
- take every reasonable step to recover costs and pay them to us;
- get our written permission before making an appeal;
- make sure that the legal representative keeps to condition 2 below.

2 The legal representative must do the following:

- get our written permission before instructing a barrister or expert witness.
- tell us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.
- tell us immediately if your opponent makes a payment into court or any offer to settle the matter.
- report the result of the claim to us when it is finished.

3 We will have the right to:

- take over and conduct, in your name, any claim or proceedings.
- settle a claim by paying the amount in dispute or by mediation;
- appoint the legal representative in your name and on your behalf;
- choose the legal representative at any time before we agree that legal proceedings need to be issued.

The legal representative that we choose will be from one of our approved specialist solicitor firms. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative cannot act for you. You must send his or her name and address to us. If we agree to appoint a legal representative that you choose, you must pay a £250 **excess**.

You must pay the **excess** at the start of your claim. If we agree to appoint a legal representative that you choose, he or she will be appointed on the same terms as we would have appointed our chosen legal representative. We may decide not to accept your choice of legal representative. If we do not agree with your choice, the matter will be settled using the procedure in condition 5.

- have any legal bill audited or assessed;
- contact the legal representative at any time, and have access to all statements, opinions and reports;
- end your claim if, during the course of the claim, we think there is no longer a reasonable chance of success. If you continue the claim and get a better settlement than we expected, we will pay your reasonable costs.
- settle the costs covered by this part of your policy at the end of the claim.
- end your claim and recover any costs from you which we have already paid or agreed to pay if:
 - the legal representative reasonably refuses to continue acting for you because of any unreasonable act or failure to act by you; or
 - you unreasonably withdraw your claim from the legal representative without our agreement; and
 - we do not agree to appoint another legal representative to continue your claim.

4 We will not be bound by any agreement between you and the legal representative, or you and any other person or organisation.

5 If there is a dispute between you and us, the matter may be referred to an arbitrator who you and we agree to. If you and we cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs.

Identity fraud assistance helpline

'CreditExpert' is an online credit monitoring and identity fraud protection service provided by Experian.

'Experian' is a UK credit reference agency – appointed by us to administer this Identity fraud assistance helpline and CreditExpert service.

'Identity fraud' is where your personal details are used by someone not authorised by you to obtain access to your bank, credit or savings accounts to obtain money or to obtain goods or services in your name.

Your Legal expenses section includes access to our free Identity fraud assistance helpline.

This helpline and the CreditExpert service that are described below are only available to you where you are aged eighteen years or older.

To contact the free helpline, please call:

0800 183 0570

(Monday to Friday 8am – 7pm and Saturday 9am to 4pm)

When calling this helpline, you will be asked to quote your Zurich home insurance policy number.

What is provided by this helpline

Our confidential Identity fraud assistance helpline is provided by and managed on our behalf by Experian.

You can contact the Identity fraud assistance helpline to obtain advice on any general matter relating to identity fraud.

Additional CreditExpert service from Experian (extra charges may apply)

If you believe that you or a member of your family have, or may, become the victim of identity fraud, a credit report can help you and Experian determine if that is the case.

You can see your credit report free of charge by registering for a free 30 day CreditExpert trial membership, which provides you with unlimited access to your Experian credit report online during that period. This will provide detail of your credit commitments and will enable you to identify all applications for credit in your name.

If following the access to your Experian credit report, you and Experian believe that you have become a victim of identity fraud, Experian will assign a personal case handler from their Victim of Fraud Team who will provide you with advice, support and assistance until all entries on your credit report that you and Experian agree to investigate are clarified and, where possible, resolved.

In circumstances where Experian agree that you have become the victim of identity fraud, CreditExpert membership will be provided to you free of charge for a further 12 months from the date that the Experian Victim of Fraud Team begin to assist you to resolve the identity fraud to which you have become a victim.

Important

At the end of this 12 month period, your CreditExpert membership will automatically continue, for which you will be required to pay a monthly fee. The level of that fee will have been confirmed to you when you first registered for the free 30 day trial.

If you do not wish to continue your CreditExpert membership, you will need to contact Experian to cancel your membership, otherwise the monthly fee will be charged.

You will still be able to call the Identity fraud assistance helpline to receive advice on any general matter relating to identity fraud even if you cancel your CreditExpert membership.

If you believe that you have again become a victim of identity fraud after you have cancelled your CreditExpert membership, you will be able to reinstate it, although you will be required to pay a monthly fee. If Experian agree that you have again become the victim of identity fraud, CreditExpert membership will be provided to you free of charge for a further 12 months from the date that the Experian Victim of Fraud Team begin to assist you to resolve the identity fraud to which you have become a victim. Experian will refund the CreditExpert membership fee paid by you for the month in which they agree that you have become the victim of identity fraud.

You are only entitled to a maximum of two free 12 month CreditExpert memberships during the entire time that your Legal expenses section is operative under your Zurich home insurance policy.

What happens after the end of the free 30 day trial membership of CreditExpert?

Important

If during your free 30 day trial CreditExpert membership you did not discover that you have become the victim of identity fraud, your membership will automatically continue, for which you will be required to pay a monthly fee. The level of that fee will have been confirmed to you when you first registered for the 30 day free trial.

If you do not wish to continue your CreditExpert membership, you will need to contact Experian to cancel your membership, otherwise the monthly fee will be charged.

You will still be able to call the Identity fraud assistance helpline to receive advice even if you cancel your free CreditExpert membership. However, you are only entitled to one free 30 day trial during the entire time that your Legal expenses section is operative under your Zurich home insurance policy. If you do cancel your CreditExpert membership after the free 30 day trial, but then wish to reinstate it, you will be required to pay a monthly fee.

Please be assured that any investigation that is started during the free 30 day trial or 12 month free CreditExpert membership periods will be completed, even if you cancel your membership and the completion of that investigation does not happen until after the end of the free membership period.

What is not provided by the Identity fraud assistance helpline or the CreditExpert service provided by Experian

This helpline service does not cover you against any financial loss, expenses or costs you may incur as a result of identity fraud.

Conditions which apply to the whole of your policy

Conditions

- 1 You must do all you can to prevent and reduce any costs, damage, injury or loss.
- 2 You must tell us about any insurance related incidents of loss, damage (such as fire, water damage, theft or an accident) or liability as soon as possible whether or not they give rise to a claim. You must give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 3 You must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 4 **Fraudulent acts**
If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:
 - void the policy, which means we will treat the Policy as if it had never existed;
 - not return to you any premium paid;
 - not pay any claims;
 - seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred;
 - inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection' in your proposal or statement of facts.
- 5 We may cancel your policy by giving you seven days notice to your last known address and refund any premium which may be due to you in accordance with the terms of this condition.

You have the right to cancel your policy at any time by contacting your insurance advisor.

If the policy is cancelled, either by you or us, within 14 days of you receiving it (or for renewals, within 14 days of your policy renewal date), if no claims have been made we will refund the premium you have paid. If a claim is made we will charge you for the days we have been on cover (applying a minimum premium of £15 plus Insurance Premium Tax). The balance of the premium will be returned to you.

If the policy is cancelled, either by you or us, after 14 days of you receiving it (or for renewals, after 14 days of your policy renewal date), we will charge you on a pro rata basis for the time we have been on cover.

Where either you or we cancel your policy and you pay under a credit agreement with us, you authorise us on your behalf to cancel your credit agreement.

If you fail to pay your premium we may cancel the policy and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your policy by a third party but seek full recovery of any payments made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

- 6 The law of England and Wales will apply to the Family legal expenses cover of this policy. The rest of your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.
- 7 If any claim is covered by any other insurance, we will not pay for more than our share of that claim.
- 8 **Your duty to check information and tell us of any changes**
The information on which this insurance is based is formed by the information you gave us (via your insurance advisor) during the application process or subsequently and is confirmed in your most recent statement of facts or proposal.

Although we may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete.

You must tell us immediately if at any time any of the information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information please contact us as soon as possible.

Changes in information we need to be informed of include, but are not limited to, the following examples:

- a temporary or permanent change of address;
- if your home becomes **unoccupied** or unfurnished;
- of a change of occupancy (e.g. becoming let, sublet or part let);
- if the costs of rebuilding your home in full or replacing all of your **contents** as new exceed the limits shown in your schedule;
- if you or anyone currently living with you has a conviction, pending prosecution or a police caution for any offence other than driving offences;
- if you or anyone currently living with you have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgements in relation to debt;
- if you change your occupation;
- if your home is being used for business or professional purposes;
- if your home is not in a good state of repair;
- if your home is undergoing structural alteration, structural repair, restoration or renovation.

Any changes, if accepted by us, will apply from the date indicated on your updated schedule. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your policy, as set out under Condition 5.

If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- 1) If we would not have provided you with any cover we will have the option to:
 - a) void the policy, which means we will treat it as if it had never existed and repay the premium paid; and
 - b) seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- 2) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.
- 3) If we would have charged you a higher premium for providing your cover, we will have the option to:
 - a) charge you the appropriate additional premium to be paid in full; or
 - b) reduce the amount of any claim payment with an adjustment in the same proportion as the difference between the actual premium charged and the higher premium due.

For example, if the premium you paid initially was £150, but would have been £300 had you provided accurate information, our payment for a claim which amounts to £1,500 will be reduced to £750.

Exclusions which apply to the whole of your policy

We will not pay for the following.

- 1 Any reduction in value.
- 2 Any loss which happens as an indirect result of an event for which you are insured.
- 3 Any accident or incident that happens outside any period of insurance that is covered by this policy.
- 4 The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
- 5 Loss or damage to any items used in connection with any business, trade or profession except office equipment used for clerical purposes in the home or items insured as specified personal possessions.
- 6 Any legal liability resulting from any business, trade or profession.
- 7 Any claim resulting from:
 - deliberate or criminal acts by you or your **family**;
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - electrical or mechanical failure or breakdown;

- faulty design, materials or workmanship;
- the failure of a computer chip or computer software to recognise a true calendar date;
- computer viruses;
- ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
- war, revolution or any similar event;
- pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.

- 8 We will not pay for any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we've provided and we're committed to dealing with all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, so first of all, please contact your broker as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details are provided on correspondence that Zurich or our representatives have sent to you.

You will find them:

- on your welcome or renewal letter pack
- on claim acknowledgement letters
- in the 'Making a Claim' section of this policy.

If we cannot resolve your complaint straight away, we will aim to resolve your concerns as soon as possible and we will keep you informed of progress whilst our enquiries are continuing.

The majority of complaints we receive that are not resolved straight away are resolved within four weeks of receipt.

Complaint Procedure Leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

If you have a complaint about the Identity fraud assistance helpline or CreditExpert service

If you have cause for complaint about the Identity fraud assistance helpline or the CreditExpert service provided by Experian, you should contact Experian directly by writing to them at:

Consumer Help Service
Experian
PO Box 8000
Nottingham
NG80 7WF
United Kingdom

Telephone number: 0844 481 0800

Email: consumer.helpservice@uk.experian.com

Your complaint will be dealt with by Experian and will follow their complaints procedures.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

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

You can telephone for free on:

0800 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail:

complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on **0800 678 1100**.

Making a claim

If you need to make a claim you can contact us on the numbers below.

When you contact us about a claim you will need to tell us:

- your name, address and telephone number(s);
- the place where the loss or damage occurred;
- what caused the loss or damage.

Emergency assistance

0845 3660065

24 hours a day

Claims advice and assistance

0845 3660064

Monday to Friday, 8am to 6pm and Saturday, 9am to 1pm

Family legal expenses

0870 010 9071

24 hours a day (please quote reference 36237)

If your claim is covered we will appoint the legal representative in your name and on your behalf. It is important that you do not appoint a solicitor yourself.



CommunityMark
developed by Business in the Community

Zurich Insurance plc

Underwritten by Zurich Insurance plc. A public limited company incorporated in Ireland.

Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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