HOME INSURANCE

A guide to your cover and how to make a claim



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WELCOME TO ABC INSURANCE

Thank you for choosing to purchase an ABC Insurance policy.

Your ABC insurance policy is underwritten by Liverpool Victoria Insurance Company ltd.

ABC Insurance is part of the Liverpool Victoria group of companies. Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK's largest friendly society and a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. It has no shareholders taking a share of its profits. Instead it invests its profits in making its products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for policyholders ABC aim to settle claims quickly, even in the most difficult circumstances.

If you would like to learn more about ABC Insurance or Liverpool Victoria please visit our websites at:

www.abcinsurance.co.uk

www.LV.com

John O'Roarke

Managing Director General Insurance

Liverpool Victoria Insurance Company Limited

YOUR ABC HOME INSURANCE POLICY

You should read this document of home insurance and the schedule as one contract. It is our agreement with you based on the information you gave us or the information given on your behalf, which is recorded in the statement of facts.

In return for your premium we will give you insurance for liability, loss or damage which happens during the period of insurance stated on your schedule. This will be in line with the sections of this document of home insurance, which are shown as applying on your schedule.

The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English law will apply to this contract. All communications will be in English.

John O'Roarke

Managing Director General Insurance

Liverpool Victoria Insurance Company Limited

FRAUD PREVENTION AND DETECTION

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact us at GFC, LV=, County Gates, Bournemouth, BH1 2NF if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Some of the registers we make use of are:

- The Claims and Underwriting Exchange (CUE), which is run by Insurance Database Services Ltd. The CUE database is used by the majority of the UK's leading insurers and contains details of most motor and household insurance claims.
- Insurance Hunter, this is a central insurance anti fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering.

To protect your interests, we will check any information provided against these registers for completeness and accuracy. If we find that false or inaccurate information has been given to us, or we suspect fraud we will take action, which ultimately could result in prosecution.

USEFUL INFORMATION

To make a claim

0845 640 5914 (24 hours a day, 365 days a year)

Follow these simple steps:

- 1. Check you are covered by looking at this booklet and your schedule;
- 2. Call us as soon after the incident as possible please have your policy details and information about the claim ready when you call;
- 3. Speak to us before you make any arrangements for replacement or repair;
- 4. Don't forget to tell the police when your property is lost, stolen or maliciously damaged.

If you have a domestic emergency

0845 605 7863 (24 hours a day, 365 days a year)

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

A trained operator will be on hand to help and advise you. If required, they will arrange for emergency assistance or repairs to be completed by an approved tradesperson.

If you use this service, you will be responsible for paying the tradesperson's charges and any costs of materials incurred. If the damage is covered by your insurance policy you may be able to claim these costs as part of any claim you submit.

Legal advice

0845 605 7863 (24 hours a day, 365 days a year)

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

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

Our optional Legal Expenses insurance will provide cover for legal costs and expenses for claims relating to personal injury, contract, employment and property disputes including identity fraud. Please refer to section 5 of this booklet for full details of terms conditions and exclusions.

DEFINITIONS

Certain words in this policy and the schedule have particular meanings wherever they appear. These meanings apply to the whole policy unless otherwise stated.

Accidental damage	Damage caused suddenly by external means which is not expected and not deliberate.
Broker	The person or company who has issued these documents on our behalf and who sold you this policy.
Buildings	The structure of your home and its permanent fixtures and fittings including solar panels and wind turbines, walls, hedges, gates, fences, swimming pools (but not their covers), tennis courts, drives, footpaths, patios, terraces, external steps and permanently sited septic tanks and fixed central heating gas or oil tanks that belong to you or for which you are legally responsible all contained within the boundaries of the land.
Claim	A single loss or series of losses arising from one incident.
Contents	Household goods, valuables, home entertainment equipment, office equipment, pedal cycles, television or radio aerials, satellite dishes and their fittings, tenants fixtures and improvements that belong to you or your family, or for which you are legally responsible when within the home. Contents are not: - motor vehicles, caravans, trailers, watercraft, aircraft and all their accessories; - animals; - business stock, equipment, tools or materials; - any part of the buildings, including decorations or permanent fixtures and fittings.
Credit cards	Bank, charge, cheque guarantee, credit, debit and cash dispenser cards held by you or your family for private purposes.
Document of home insurance	This booklet.
Endorsement	A change in the terms and conditions of this document of home insurance that is displayed on the schedule.
Excess	The amount you have to pay towards a claim. This will be the compulsory excess plus any voluntary excess shown on the schedule.
Family	Your husband, wife or partner or civil partner, children (including foster children), parents and other relatives who permanently live in the home.
Home	The private dwelling and its domestic garages and outbuildings at the insured address shown on the schedule.
Home entertainment equipment	Radios, televisions, digital-satellite set-top boxes, satellite receivers, home computers, games consoles, recording and audio/visual equipment, but not mobile phones or other hand held portable devices.

DEFINITIONS CONTINUED

Land	The land belonging to the home.
Money	Cash, bank and currency notes, cheques, travellers cheques postal and money orders, bankers' drafts, luncheon vouchers, saving stamps and certificates, bonds, current postage stamps, travel tickets, season tickets and gift tokens belonging to you or your family and held for private purposes.
Motor vehicles	Any electrically or mechanically powered vehicle whether licensed for road use or not, other than domestic garden machinery, wheelchairs, golf carts or trolleys, battery assisted pedal cycles and toys or models.
Office equipment	Computers, keyboards, visual display units and printers, word-processing equipment, desk-top publishing units, multi-user small business computers and fax machines used solely for your business or profession.
Period of insurance	The period shown on your schedule which the policy covers you for (as long as you pay the premium on time).
Personal possessions	Clothing, sports equipment and other personal belongings, which are designed to be worn or carried that belong to you or your family, or for which you are legally responsible. Personal possessions are not: - money and credit cards; - pedal cycles; - motor vehicles, caravans, trailers, watercraft, aircraft and all their accessories; - animals; - business stock, equipment, tools or materials; - furniture, furnishings and household goods.
Schedule	This identifies you, the period of insurance, those sections of this document of home insurance that apply, sums insured and any endorsements that apply.
Statement of facts	The document confirming the information you gave to us when you applied for, renewed or made changes to this insurance. This includes information given on your behalf.
Unoccupied	Not lived in by you or any member of your family or any other person with your permission.
Valuables	Jewellery, watches, clocks, photographic equipment (including camcorders), televisions and audio/visual equipment, furs, items made of gold, silver and other precious metals, pictures and other works of art, including stamp, coin and medal collections.
We, us or our	Liverpool Victoria Insurance Company Limited.
You, your	The person or people shown on the current schedule.

SECTION 1 - BUILDINGS

Your schedule tells you if this section of cover is included.

Wh	at is covered	Wh	at is not covered
	s or damage to the buildings used by:		e amount of any excess shown on ir schedule.
1.	Fire (including resultant smoke damage), lightning , explosion or earthquake .		
2.	Water or oil leaking from any fixed tank, appliance or pipe.	2.	The first £250 of every claim. Loss or damage:
			 by subsidence, heave or landslip caused by water leaking;
			 to the tank, appliance or pipe itself, unless caused by freezing;
			 after your home has been unoccupied for more than 60 days in a row.
3.	Theft or attempted theft.	3.	Loss or damage:
			 after your home has been unoccupied for more than 60 days in a row;
			 while the home is lived in by anyone other than you or a member of your family unless violence and force is used to break into your home.
4.	Storm or flood.	4.	Loss or damage to hedges, gates or fences.
5.	Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances.	5.	Loss or damage after your home has been unoccupied for more than 60 days in a row.

SECTION 1 - BUILDINGS CONTINUED

What is covered	What is not covered
Loss or damage to the buildings caused by:	The amount of any excess shown on your schedule.
tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), television or radio aerials, satellite dishes and their fittings.	 6. Loss or damage: to hedges, gates or fences by falling trees or branches; caused by domestic pets.
7. Subsidence or heave of the site on which the buildings stand or landslip.	 7. The first £1,000 of every claim. Loss or damage: caused by coastal or river erosion; caused during demolition, structural alteration or repair work; caused by poor design, faulty workmanship or the use of defective materials; caused by foundations which did not meet building regulations at the time of construction; where compensation has been provided under any contract, legislation or guarantee; to solid floors and non load bearing walls unless the foundations beneath the exterior load bearing walls of your home are damaged at the same time by the same cause; caused by bedding down or settlement of made ground;

SECTION 1 – BUILDINGS CONTINUED

What is covered

7. **Subsidence** or **heave** of the site on which the buildings stand or **landslip** (continued).

What is not covered

7. Loss or damage:

- to walls, hedges, gates, fences, swimming pools, tennis courts, drives, footpaths, patios, terraces, external steps and permanently sited septic tanks and fixed central heating gas or oil tanks unless the foundations beneath the exterior load bearing walls of your home are damaged at the same time by the same cause;
- shown as not insured elsewhere in this document of home insurance.

We also provide the following additional cover:

Additional cover:

- 8. **Selling your home**. The buyer will be covered for loss or damage covered by this section up to the date the sale completes on your home.
- Fixed glass and sanitary fittings.
 Accidental damage to fixed glass, sanitary fitting and ceramic hobs forming part of the buildings.

The amount of any excess shown on your schedule.

- 8. Loss or damage:
 - after your home has been unoccupied for more than 60 days in a row;
 - if the home is insured under another policy;
 - after the sale has completed.
- 9. Loss or damage:
 - after your home has been unoccupied for more than 60 days in a row;
 - while the home is lived in by anyone other than you or a member of your family.

SECTION 1 – BUILDINGS CONTINUED

SECTION 1 - BOILDINGS CONTINUED		
What is covered	What is not covered	
We also provide the following additional cover:	The amount of any excess shown on your schedule.	
10. Underground services. Accidental damage to cables, underground pipes and drains (and their inspection covers) serving your home.	10. The cost of clearing a blockage.	
11. Emergency access. Unavoidable damage caused by the emergency services when accessing your home or garden as a result of an emergency to you or your family.		
12. Alternative accommodation. If your home becomes uninhabitable following loss or damage covered under this section we will pay up to £25,000 during the period of insurance for:		
 the reasonable extra cost of similar alternative accommodation for you, your family and your domestic pets; or 		
 loss of any unrecoverable rent (including ground rent) due to you. 		
13. Trace and access . We will pay up to £5,000 for the cost of removing and replacing any part of the buildings to find and repair the source of a water or oil leak from any fixed tank, appliance or pipe forming part of your home.	13. Loss or damage to the tank, appliance or pipe itself. More than £2,500 for a water or oil leak outside the home.	

SECTION 1 - BUILDINGS CONTINUED

We also provide the following additional cover:

What is covered

- 14. **Liability to the public.** If following an accident someone dies, is injured, falls ill or has their property damaged, during the period of insurance, we will cover your legal liability:
 - as owner of the buildings and its land;
 - under the Defective Premises
 Act 1972 or the Defective
 Premises Measure (Northern Ireland) 1974 for any home you have previously owned, but not for more than 7 years after the insurance has ended or been cancelled.

The most we will pay for any claim arising from one incident, including claimants' costs and expenses is £2,000,000. We may also pay other costs and expenses incurred with our prior written permission.

What is not covered

The amount of any excess shown on your schedule.

14. Liability arising from:

- the death, bodily injury or illness of you or a member of your family or domestic staff;
- loss or damage to any property you or a member of your family or domestic staff own, or are responsible for;
- an agreement that imposes a liability you would not otherwise have been under;
- any professional, occupational or business activities;
- you occupying the home and its land;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.

SECTION 1 – BUILDINGS CONTINUED

What is covered	What is not covered
Accidental damage – optional cover Your schedule tells you if this optional cover is included.	The amount of any excess shown on your schedule.
15. Accidental damage. Accidental damage to the buildings.	 Loss or damage: while the home is lived in by anyone other than you or a member of your family; caused during demolition, structural alteration or repair work; caused by domestic pets; shown as not insured elsewhere in this document of home insurance. The cost of maintenance or normal redecoration.

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SETTLING CLAIMS – BUILDINGS

This section describes how we deal with your claim.

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

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

We will pay the full cost of any repair or replacement, including any additional architects' and surveyors' fees, demolition, removal of debris or local authority costs we have agreed to pay.

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

If the damage to the buildings is not rebuilt or repaired, or the buildings were not in a good state of repair when damaged, we will pay either:

- the cost of repair or replacement less an amount for wear and tear, or
- the difference between the value of selling your home on the open market immediately before the damage and its value after the damage.

The most we will pay will be the buildings sum insured shown on your schedule plus any amount we agree to pay under paragraph 12 of this section.

Any amount we pay will be reduced by the excess shown on your schedule.

Underinsurance

It is your responsibility to ensure that the buildings sum insured is sufficient to cover the full cost of rebuilding your home.

If the cost of rebuilding the home in the same form, size, style and condition as new is more than the sum insured shown on your schedule, we will reduce the amount claimed in proportion with the underinsurance. For example, if the buildings sum insured is equal to 75% of the amount needed to rebuild the buildings, we will only pay 75% of your claim.

SECTION 2 - CONTENTS

Your schedule tells you if this section of cover is included.

	-	
W	nat is covered	What is not covered
	ss or damage to contents in the me caused by:	The amount of any excess shown in your schedule.
1.	Fire (including resultant smoke damage), lightning , explosion or earthquake .	
2.	Water or oil leaking from any fixed tank, appliance or pipe including up to £5,000 for loss of metered water or oil.	 The first £250 of every claim. Loss or damage after your home has been unoccupied for more than 60 days in a row.
3.	Theft or attempted theft.	3. Loss or damage:
	The most we will pay for any one claim for contents in domestic garages and outbuildings at the	 after your home has been unoccupied for more than 60 days in a row;
	home is £2,500.	 while the home is lived in by anyone other than you or a member of your family unless violence and force is used to break into your home;
		 by deception other than deception used solely to enter your home.
4.	Storm or flood.	
5.	Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances.	 Loss or damage after your home has been unoccupied for more than 60 days in a row.
6.	Being hit by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them).	Loss or damage caused by domestic pets.

SECTION 2 - CONTENTS CONTINUED

SECTION 2 - CONTENTS CONTINUED		
What is covered	What is not covered	
7. Subsidence or heave of the site on the which the buildings stand or landslip .	 7. Loss or damage: caused by coastal or river erosion; caused during demolition, structural alteration or repair work; where compensation has been provided under any contract, legislation or guarantee. 	
We also provide the following additional cover: Additional cover:	The amount of any excess shown in your schedule.	
8. Mirrors and Glass. Accidental damage to mirrors and glass or ceramic tops forming part of furniture while in your home.	8. Loss or damage while the home is lived in by anyone other than you or a member of your family.	
9. Home entertainment equipment. Accidental damage to home entertainment equipment while in your home.	 9. Loss or damage: while the home is lived in by anyone other than you or a member of your family; caused by domestic pets; to computer software or downloaded information; shown as not insured elsewhere in this document of home insurance. 	

SECTION 2 - CONTENTS CONTINUED

What is covered	What is not covered
We also provide the following additional cover:	The amount of any excess shown in your schedule.
10. Contents in the garden. We will pay up to £1,000 for loss or damage to contents while they are outdoors but within the boundaries of your land as a result of a cause listed in paragraphs 1, 2, 3, 5 and 6 of this section.	 10. Loss or damage: to trees, shrubs, plants or lawns; after your home has been unoccupied for more than 60 days in a row; shown as not insured elsewhere in this document of home insurance.
11. Plants in the garden. We will pay up to £500 for loss or damage to, trees, shrubs, plants and lawns within the boundaries of your land as a result of a cause listed in paragraphs 1, 2, 3, 5 and 6 of this section.	 11. Loss or damage: caused by falling trees or branches; after your home has been unoccupied for more than 60 days in a row; shown as not insured elsewhere in this document of home insurance. More than £250 for any one tree, plant or shrub.
12. Loss of keys. We will pay up to £750 for the cost of replacing locks to the external doors of your home and alarms and safes if your keys are lost or stolen.	

SECTION 2 – CONTENTS CONTINUED

What is covered	What is not covered
We also provide the following additional cover:	The amount of any excess shown in your schedule.
13. Alternative accommodation. If your home becomes uninhabitable following loss or damage covered under this section we will pay up to £15,000 during the period of insurance for:	
 the reasonable extra cost of similar alternative accommodation for you, your family and your domestic pets; or 	
 rent which you are contracted to pay during the time necessary to restore the buildings to a habitable condition. 	
14. Fatal injury. We will pay £5,000 if you or your husband, wife or partner die within 12 months as a direct result of an injury caused by fire or violence by intruder(s) at your home.	
15. Religious festivals and weddings. We will increase the contents sum insured by 10% for one month before and after a religious festival or wedding day of you or a member of your family, for purchases made for these events, if within the period of insurance.	

SECTION 2 - CONTENTS CONTINUED

What is covered	What is not covered
We also provide the following additional cover:	The amount of any excess shown in your schedule.
16. Frozen food. We will pay up to £500 for loss or damage to the contents of your fridge or freezer caused by a change in temperature following breakdown, a domestic fuse blowing, accidental failure of the public electricity or gas supply or refrigerant leakage.	
17. Title deeds. We will pay up to £500 for loss or damage covered by this section to replace the title deeds of your home while they are in safekeeping lodged with your bank, mortgage lender, solicitor or in your home.	
18. Moving house. We will pay for accidental loss or damage to your contents while they are being moved to your new permanent home by professional removal contractors, including while temporarily stored by a storage company for up to 14 days.	- to china, glass and brittle items, unless these have been packed by professional packers; - shown as not insured elsewhere in this document of home insurance.
19. Tenant's cover. If you are a tenant we will pay up to £10,000 for loss or damage covered by this section to fixtures and fittings you have installed in your home or for which you are legally responsible.	
20. Money. We will pay up to £500 for loss or damage to money from the home as a result of a cause listed in paragraphs 1-7 of this section.	20. Losses not reported to the police within 24 hours of discovery. Theft by deception other than deception used solely to enter your home.

SECTION 2 - CONTENTS CONTINUED

What is covered What is not covered We also provide the following The amount of any excess shown in additional cover: your schedule. 21. The cost of remaking a file, tape 21. **Downloaded information.** We will pay up to £1,000 for loss or or disc. damage to information that you Rewriting the information have bought and stored on your contained on your home home entertainment equipment entertainment equipment or or mobile phone as a result of a mobile phone. cause listed in paragraphs 1 to 7 of this section. Loss or damage shown as not insured elsewhere in this document of insurance. 22. Office equipment. We will pay up 22. Loss or damage shown as to £5,000 for loss or damage to not insured elsewhere in this office equipment as a result of a document of insurance. cause listed in paragraphs 1 to 7 of this section. 23. **Temporary removal.** We will pay 23. Loss or damage: up to £5,000 for loss or damage to any contents taken from to your contents, as a result of a your home to sell or exhibit; cause listed in paragraphs 1 to 7 of this section, while temporarily to money or removed from your home, but still business equipment; in the British Isles, when in the by **theft** or attempted theft following locations: unless violence and force is in any private home where used to remove the contents someone is living: from a building: in a bank or safe deposit; to pedal cycles: in any trade premises for to any contents temporarily making up, alteration, removed for the purposes of renovation, repair, cleaning, attending a university, college

SECTION 2 - CONTENTS CONTINUED

What is covered

We also provide the following additional cover:

24. Contents at university/college.

We will pay up to £5,000 for loss or damage to your contents. as a result of a cause listed in paragraphs 1 to 7 of this section. while temporarily removed from the home while kept in any student accommodation or any building in which you or your family study within the British Isles.

What is not covered

The amount of any excess shown in your schedule.

24. Loss or damage:

- to any contents taken from vour home to sell or exhibit:
- to money or business equipment;
- by **theft** or attempted theft unless violence and force is used to remove the contents from a building:
- to pedal cycles.

25. Liability to the public.

If following an accident someone dies, is injured, falls ill or has their property damaged during the period of insurance, we will cover the legal liability of you or your family as:

- occupiers of the home;
- private individuals.

The most we will pay for any claim arising from one incident, including claimants' costs and expenses is £2,000,000. We may also pay other costs and expenses incurred with our prior written permission.

Unrecoverable court awards.

We will pay any amount you, or a member of your family are awarded as damages and taxed costs by any court in the British Isles, which, had the position been reversed, would have resulted in a claim under this section.

25. Liability arising from:

- the ownership of your home or the ownership or occupation of any other premises;
- the death, bodily injury or illness of you or a member of your family or domestic staff;
- the ownership or use of any motor vehicle, aircraft, horse drawn vehicle, ship, vessel or craft:
- any loss or damage to property owned by you or a member of your family or domestic staff, or which they are responsible for:
- an agreement that imposes a liability you would not otherwise have been under:
- any professional, occupational or business activity;

dyeing or valuation;

any building in which you or a

member of your family work.

or boarding school.

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SECTION 2 - CONTENTS CONTINUED

What is covered

25. **Liability to the public** (continued).

Payment of the award and taxed costs will be made if you have not received any of the amount within 90 days of the award. If any part payment has been made to you we will pay the balance outstanding 90 days after the last payment. The most we will pay for any claim arising from one incident including legal costs and expenses is £2,000,000.

26. Liability to domestic employees.

If following an accident during the period of insurance your domestic employee dies, is injured, falls ill whilst being employed by you and you are found legally liable, the most we will pay for any claim arising from one incident, including claimants' costs and expenses is £5,000,000. We may also pay other costs and expenses incurred with our prior written permission.

Cover applies anywhere in the world as long as you entered into the contract of employment with the employee in the British Isles.

What is not covered

25. Liability arising from:

- any animal, other than horses and domestic pets;
- any dog which is designated dangerous under the Dangerous Dogs Act 1991;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.
- 26. Liability that should be covered by compulsory motor insurance or security as required under any Road Traffic Act legislation.

SECTION 2 - CONTENTS CONTINUED

What is covered

Accidental damage – optional cover Your schedule tells you if this optional

cover is included.

27. **Accidental damage.** Accidental damage to contents in the home.

What is not covered

The amount of any excess shown in your schedule.

27. Loss or damage:

- while the home is lived in by anyone other than you or a member of your family;
- caused by domestic pets;
- to computer software or downloaded information;
- shown as not insured elsewhere in this document of home insurance.

SECTION 3 – PERSONAL POSSESSIONS (OPTIONAL COVER)

Your schedule tells you if this section of cover is included.

What is covered	What is not covered
	The amount of any excess shown in your schedule.
Personal possessions. We will pay for loss or damage to personal possessions in Europe and up to 60 days worldwide in any one period of insurance.	1. Loss or damage: - from unattended motor vehicles, caravans or motor caravans unless the item is stored out of sight in a glove or luggage compartment and all the doors are locked and windows fully closed; - shown as not insured elsewhere in this document or home insurance. Accidental loss or damage to software or downloaded information. Theft of personal possessions from any student accommodation or place of study unless violence and force is used to remove them
2. Money and credit cards. We will pay up to £500 for loss or damage to money or the unauthorised use of credit cards in Europe and up to 60 days worldwide in any one period of insurance.	 Losses not reported to the police within 24 hours of discovery. Losses where you have not kept to the conditions the credit card was issued under. Credit cards which are lost and not reported to the issuing or card registration company within 24 hours of discovery. Unauthorised use of credit cards by a member of your family or domestic staff.

SECTION 4 – PEDAL CYCLES (OPTIONAL COVER)

Your schedule tells you if this section of cover is included.

What is covered	What is not covered
	The amount of any excess shown in your schedule.
We will pay for loss or damage to pedal cycles in Europe and up to 60 days worldwide in any one period of insurance.	Loss or damage while racing, pace-making or taking part in time trials. Theft of any pedal cycles away from the home, unless locked to a permanent structure. Theft of pedal cycle accessories unless they are stolen with the pedal cycle. Motorised pedal cycles other than battery assisted models.

SETTLING CLAIMS – CONTENTS, PERSONAL POSSESSIONS AND PEDAL CYCLES

How we will settle claims (applies to sections 2, 3 & 4).

Most insurance companies can get discounts on replacing items. This helps to control claim costs and therefore premiums charged. If the loss or damage is covered by this insurance it is at our option that we will:

- pay the cost of repair for items that can be economically repaired;
- replace the item as new; or
- make a cash payment, which may be restricted to the discounted replacement price we would normally pay using our own suppliers.

If the items are not replaced, the amount we will pay will be based on the market value of the items on the date the loss happened.

For any claim involving clothing or household linen, we will make a deduction for wear and tear.

We may also make a deduction for wear and tear for any items not in a good condition.

Section 2 - Contents - what we will pay

The contents sum insured must represent the full replacement value of your contents as new, less an amount for wear and tear on clothing and linen.

The most we will pay will be the contents sum insured shown on your schedule plus any amount we agree to pay under paragraph 13 of this section.

For any one claim, we will not pay more than:

- one third of the contents sum insured for unspecified valuables;
- £1,500 for any valuable unless the item is specified on your schedule.

Any amount we pay will be reduced by the excess shown on your schedule.

Underinsurance

If the sum insured is less than the full replacement cost of the contents of your home, we will reduce the amount claimed in proportion with the underinsurance. For example if the amount of your contents cover is equal to 75% of the amount needed to replace all the contents, we will pay only 75% of your claim.

SETTLING CLAIMS - CONTENTS, PERSONAL POSSESSIONS AND PEDAL CYCLES CONTINUED

Section 3 – Personal possessions – what we will pay

For any one claim, we will not pay more than:

- the sum insured shown on your schedule;
- £1,500 for any item unless the item is specified on your schedule.

Any amount we pay will be reduced by the excess shown on your schedule.

Section 4 – Pedal Cycles– what we will pay

The most we will pay for any one pedal cycle will be the sum insured, less any excess, both of which are shown on your schedule.

Specified items

In the event of a claim for any item specified on your schedule, you will need to provide proof of value and ownership of that item. To help you do this, we recommend that you keep photos, receipts, valuations and instruction booklets.

Following the total loss of an item specified in your schedule, the item will be removed from cover. You must contact your broker if the item is to be insured again after replacement.

Index linking

We may increase your contents sum insured when your policy is due for renewal in line with the Retail Price Index or another suitable index if this is not available.

This does not apply to personal possessions, pedal cycles or any items specified in your schedule. We will not reduce the contents sum insured if the relevant index falls.

SECTION 5 – LEGAL EXPENSES (OPTIONAL COVER)

Your schedule tells you if this section of cover is included.

This section of your insurance is managed independently on our behalf by Arc Legal Assistance (Arc).

The insurance covers you and your family for legal costs and expenses for insured events that take place within the period of insurance and within the territorial limits. Anyone making a claim under this section must have your agreement to claim.

How to claim

Contact our legal advice helpline on 0845 605 7863 as soon as you are aware of an insured event that may result in a claim, and please have your home insurance policy number available when you call.

Definitions

The following definitions apply to section 5 only.

Legal costs and expenses

Reasonable legal fees and expenses incurred by your solicitor provided that:

- Arc believe these costs and expenses to be in proportion to the benefit to you of taking legal proceedings;
- Arc have agreed, in advance, the purpose and amount of these costs and expenses;
- Arc believe your claim has and continues to have a reasonable chance of success.

Legal costs and expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

The most we will pay for all costs and expenses will be $\pounds50,000$ for any claim or claims arising from one event.

SECTION 5 – LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

Insured event

The start of an individual or series of events that may lead to a claim under this section. We will treat all events related by cause or time as one.

The insured event will be treated as occurring on the date that you first became aware of the start of an individual or series of events, problems or disputes covered under this insurance.

Identity fraud

A person or group of persons knowingly using a means of identification belonging to you without your knowledge or permission with intent to commit or assist another to commit an illegal act.

Solicitor

Our panel solicitors, appointed by Arc, or their agents to act on your behalf, or, where court proceedings have been issued or a conflict of interest arises, another solicitor nominated by you.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

SECTION 5 – LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

What is covered What is not covered We will pay legal costs and expenses for each of the following insured events: 1. Claims: 1. Personal injury arising from any illness or injury Pursuing a claim directly resulting which develops gradually; from your death or injury from an accident from one single event. arising from medical negligence, clinical or dental treatment, advice, assistance or care: arising from psychiatric and/or psychological injury where there is no associated physical injury.

2. Contract disputes

- a. Pursuing a claim directly resulting from a breach of your contract to buy or hire goods or services for your private use.
- Defending a civil claim directly resulting from your sale of goods you have owned and privately sold.

2. Claims:

- where the amount in dispute is less than £250;
- relating to contracts entered into before this legal expenses cover began;
- arising from disputes over contracts made in connection with the sale or purchase of your home;
- in respect of any works by, or under the order of any government or public or local authority;
- directly or indirectly arising from an allegation of missselling or mismanagement of financial services or products.

SECTION 5 – LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

We will pay legal costs and expenses for each of the following insured events:

3. Protection of property

What is covered

Pursuing a claim directly resulting from a breach of your legal rights relating to the ownership or occupation of your home.

3. Claims:

What is not covered

- where the insured event happens less than 180 days after the start of the first continuous period of this legal expenses insurance;
- in respect of any works by, or under the order of any government or public or local authority.

4. Employment

Pursuing a claim directly resulting from a breach of your contract of employment.

4. Claims:

- where the breach of contract happens less than 90 days after the start of the first continuous period of this legal expenses insurance;
- under the Equal Pay Act 1970 and amending legislation;
- for costs and expenses if they relate to a time before the effective date of termination of your employment, (as defined by the Employment Rights Act 1996) in claims for unfair, wrongful or constructive dismissal;
- where the breach of contract is alleged to have commenced or to have continued after the effective date of termination of your employment.

SECTION 5 – LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

What is covered

What is not covered

We will pay legal costs and expenses for each of the following insured events:

5. Identity Fraud

- a. Pursuing a claim directly resulting from an organisation's negligence causing you to suffer financial loss as a result of identity fraud.
- b. Defending your legal rights and/or take reasonable steps to remove County Court Judgements against you that have been obtained by an organisation that you are alleged to have purchased, hired or leased goods or services from.

Cover is only available if you deny having entered into the contract and allege that you have been a victim of identity fraud.

 We will also pay costs and expenses to represent you at a police station, prior to formal charges being made against you.

Cover is only available where you deny the alleged offence on the basis that you have been a victim of identity fraud.

5. Claims:

- where the amount in dispute is less than £250.
- where you have not been a victim of identity fraud;
- where the insured event happens less than 30 days after the start of the first continuous period of this legal expenses insurance;
- where you did not take reasonable precautions against identity fraud or take action to protect yourself from identity fraud;
- where identity fraud was caused by you or your family or anyone else who permanently lives with you;
- for legal costs and expenses arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss;
- for any losses other than legal costs and expenses incurred by you as a result of identity fraud.

SECTION 5 – LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

General exclusions

We will not pay any costs and expenses if:

- you have alternative legal expenses cover;
- the insured event began to start or had started before you bought this insurance;
- you should reasonably have known when buying this insurance that the circumstances leading to a claim under this section already existed;
- you claim more than 180 days after the event;
- your claim is fraudulent, false or exaggerated;
- the other side is unlikely to be able to pay your claim;
- you act against our advice or the advice of the solicitor;
- the solicitor refuses to act for you;
- you unreasonably withdraw from legal proceedings;
- your claim is settled or discontinued without us agreeing to this beforehand;
- you enter into a no win no fee arrangement;
- your claim is part of a class action or will be affected by or will affect the outcome of other claims.

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SECTION 5 – LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

General exclusions

Also, certain types of claim are not covered under this insurance.

We will not pay for:

- claims made against us or our agents(s);
- claims directly or indirectly arising from:
 - something said or written about you or by you about somebody else;
 - professional negligence in relation to services provided in connection with a matter not covered under this insurance:
 - an activity for profit or business;
 - divorce, separation and family law, wills, probate or trust(s);
 - disputes between members of your family or between you and someone you live with or have lived with (this does not apply to accidents involving motor vehicles);
 - an application for a judge to review the lawfulness of a decision made or action taken by a public body;
 - computer software operating systems and packaged software made to your special order;
 - the construction or structural alteration of buildings or parts of them;
 - subsidence, heave or landslip, mining or quarrying;
 - planning, including town and country planning;
 - a lease or license to occupy land or property;
 - a dispute with a local authority about Council Tax;
 - ionising radiation, radioactivity, nuclear fuel, waste or equipment;
 - war, terrorism (by nuclear and/or chemical and/or biological and/or radiological means), rebellion or revolution;
 - computer viruses.

SETTLING CLAIMS – LEGAL EXPENSES

This section describes how we deal with your claim.

This insurance only covers the legal costs and expenses incurred by one of our panel of solicitors until court proceedings are issued.

If proceedings need to be issued or if there is a conflict of interest, you are free to choose your own solicitor. Your solicitor must be competent in the particular area of law relating to your case and able and willing to act at a cost which is reasonable.

If we cannot agree on a choice of solicitor we will ask the President of the Law Society or other governing body for solicitors (or other legal representatives appointed under this insurance) in the relevant jurisdiction to choose one which we both must accept.

Where, following the start of court proceedings or a conflict of interest arises, you want to use a solicitor of your own choice, you will be responsible for any solicitors' legal costs and expenses in excess of the standard rates we have agreed with Arc. In addition, we will not pay for:

- legal costs and expenses incurred by your solicitor in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- any shortfall in costs recovered from another party where the claim has been successful and costs have been recovered.

If you do not choose your own solicitor, we will appoint one of our panel solicitors for you.

We may give the solicitor and/or Arc all information we have about you or your claim including any medical information. We will be entitled to get any information, document or file from the solicitor and/or Arc including an opinion on your chances of success and the proportionate benefit to you of making your civil claim or of acting in defence of your prosecution.

We have a financial arrangement with our solicitors where we will introduce our customers to them and they may make a payment to us for that referral. There is nothing in our relationship with our solicitors which will affect their ability to act in your best interests.

As part of any claim for personal injury our solicitors may need to arrange for you to be medically examined by a Doctor. They may appoint a medical agency to arrange this examination. The medical agency will also consider whether

SETTLING CLAIMS - LEGAL EXPENSES CONTINUED

rehabilitation would assist you in recovering from your injury. The medical agency will make a payment of £90 to us for this referral.

We do not restrict our panel solicitors in their choice of medical agency and rehabilitation provider.

If you do not accept any offer in a civil claim, which we believe is reasonable, we may refuse to pay any further legal costs and expenses. We will not have to keep to any agreement we are not involved in.

If there is a disagreement between you and us, you or we may agree an arbitrator. If we cannot agree an arbitrator, the Chartered Institute of Arbitrators will choose one. The arbitrator may require you or us to pay the cost of the arbitration.

Your responsibilities

You must do the following:

- supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted, including evidence that legal costs and expenses will be in proportion to the benefit to you of taking proceedings and that your claim has reasonable prospects of success;
- tell us before you take any action that may result in a claim and before you run up any legal costs and expenses;
- take all reasonable steps to settle your claim by negotiation and work with us to achieve a satisfactory outcome to your claim;
- follow the advice that we or your solicitor give you;
- keep the cost of your claim as low as possible;
- keep us and your solicitor informed about the progress of your civil claim (including any offers to settle);
- try to recover your legal costs and expenses from the other side, including allowing us to bring proceedings in your name;
- at your own expense, agree to be added to the CIFAS Protective Register if recommended by one of our panel solicitors or your solicitor or any credit reference agency.

At our discretion we may pay an amount to settle your claim or to pursue an action in the Small Claims Court.

Document of home insurance

GENERAL CONDITIONS

Your duty

We will only provide cover under this insurance if:

- you or any other person claiming under this insurance has met all the terms and conditions that apply; and
- the information you gave us when applying for, amending or renewing this insurance (shown on your statement of facts), and when making a claim, is true.

You must have asked everyone covered by this insurance any relevant questions to get this information and tell us as soon as possible about any changes which have happened since the insurance started or was last renewed. Failure to do so may invalidate this insurance.

Taking care of your property

You or any person in charge of your property must take reasonable steps and precautions to:

- maintain your property in good condition; and
- protect your property from damage or loss;
- recover lost property.

You must give us or our agents reasonable access to examine your property.

Changes in your circumstances

You must contact your broker as soon as you know about any of the following changes:

- you are going to move home permanently;
- someone other than you or your family is going to live in your home;
- your home is going to be unoccupied for more than 60 days in a row;
- your home will be used for business purposes;
- work is to be done on your home which is not routine maintenance, repair or decoration, for example any structural alteration or extension to your home;

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GENERAL CONDITIONS CONTINUED

- the number of bedrooms in your home is changed;
- you or any member of your family has received a conviction for any offence except for driving;
- any increase in the value of your contents or if the rebuilding cost of your home exceeds the sum insured shown on your schedule.

We may re-assess your cover and premiums when we are told about changes in your circumstances. If you do not tell us about changes or give us incorrect information, we will be entitled to reject payment of a claim or a payment could be reduced. In some circumstances, your policy might be invalid, which may result in your policy being cancelled.

Accident and claims procedure

You or any other person claiming under this insurance must:

- give us full details of the incident as soon as possible;
- send to us immediately all communications for other people involved which must not have been replied to;
- immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process which must not have been replied to;
- give us all the information, evidence and help we ask for, which may include proof of ownership and/or value;
- tell the police immediately when property is lost, stolen or maliciously damaged and provide us with the Crime reference number;
- tell us if any lost or stolen property is subsequently recovered.

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

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

GENERAL CONDITIONS CONTINUED

We will be entitled to:

- have total control to carry out, defend and settle any claim;
- take proceedings in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we have made.

Fraud

If you or anyone acting for you:

- misrepresents or deliberately fails to disclose relevant facts at any time that affect either the terms and conditions, the premium or whether we accept cover;
- makes a claim in a fraudulent or false way, or where we are given any documents which are false or stolen:

We may:

- cancel or void your policy and all other policies to which you are connected to with us;
- not pay any claim which is in any way fraudulent, false, exaggerated;
- aim to recover any costs we have incurred and not return any premium;
- tell the police if we suspect fraud.

Other insurances

If there is any other insurance covering the same claim, we will only pay our share of the claim, even if the other insurer refuses the claim.

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GENERAL CONDITIONS CONTINUED

Cancellation

We or your broker may cancel this insurance:

- from the commencement date if you do not pay your premium;
- by writing to you giving you seven days' notice, at your last known address. The insurance will end immediately the seven days' notice runs out.

Your broker will refund the part of your premium that applies to the remaining period of insurance.

You may cancel this insurance by contacting your broker. If you have not made a claim you will be entitled to a refund of the premium paid less a deduction for the days you have been covered. This deduction will be calculated on a proportionate basis and will include an additional charge of up to £25 to cover the administrative costs to us of processing the insurance. These charges will be subject to Insurance Premium Tax where applicable.

Premium default

If you do not pay a premium or premium instalment this insurance will not provide cover from the date the payment was due.

GENERAL EXCLUSIONS

We will not pay for:

- any loss or damage that happened before cover started;
- any reduction in value;
- any loss or damage which results indirectly from anything insured by this policy;
- the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour;
- caravans, mobile homes or any commercial premises;
- loss or damage deliberately caused by you or your family, or any other persons residing in your home;
- loss or damage to any items used in connection with any business, trade or profession, except office equipment in the home;
- Any claim arising from:
 - anything which happens gradually including deterioration or wear and tear, settlement or shrinkage;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - damage by insects or vermin;
 - electrical or mechanical failure or breakdown;
 - faulty design, materials or workmanship;
 - computer viruses;
 - pollution or contamination unless arising from oil leaking from any fixed heating installation or from any domestic appliance in your home during the period of insurance;
 - war, civil war, terrorism (by nuclear and/or chemical and/or biological and/or radiological means), rebellion or revolution.

GENERAL EXCLUSIONS CONTINUED

- Any claim arising from:
 - ionising radiation or contamination from nuclear fuel or waste, or from the burning or explosion of nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
 - any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

IMPORTANT INFORMATION

Cancellation

When you receive your policy, you have 14 days in which to consider the cover provided. If the cover does not meet your requirements, you have the right to cancel the policy and receive a refund. This refund will be subject to a deduction for the days that you have been covered.

This deduction will be calculated on a proportionate basis and will include an additional charge of up to £25 to cover the administrative costs to us of processing the insurance. These charges will be subject to Insurance Premium Tax where applicable.

For your cancellation rights outside the statutory cooling off period please refer to the General conditions section of this booklet.

How to complain

If you have a complaint about your policy, please contact the broker who arranged the policy for you.

If you are not satisfied with the way in which a complaint has been dealt with, you can call us on **0845 640 5104**, email us at customercare@abcinsurance. co.uk or write to us at ABC Insurance, 69 Park Lane, Croydon, CR9 1BG.

Please quote the policy number in all correspondence. A copy of our complaint handling procedure is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

The address is:

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

Telephone: **08000 234 567** or **0300 123 9 123** (from mobile or non BT lines)

E-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.

IMPORTANT INFORMATION CONTINUED

Administration charge

We will apply an administration charge of up to £15 (subject to Insurance Premium Tax) for any adjustments you make to your insurance. This charge will apply in addition to any charges made by your broker.

Compensation

If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme.

The level of compensation differs depending on the type of cover:

Compulsory insurance (e.g. third party motor) 100% of the claim Non-compulsory insurance (e.g. home insurance)
90% of the claim

Further information can be obtained from: Financial Services Compensation scheme, 7th floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Telephone 020 7892 7300

enquiries@fscs.org.uk

www.fscs.org.uk

HOW WE USE YOUR PERSONAL INFORMATION

Data Protection Act 1998 and Insurance Administration

This information explains how we may use your details and tells you about the systems we use that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums down.

How we may use your personal data is controlled by the requirements of the Data Protection Act 1998. Liverpool Victoria Insurance Company Limited is registered for the purpose of processing personal data.

Information provided to us may be held on computer, paper file or other format, whether or not you purchase a policy. We'll hold this information for a reasonable time to ensure we have a clear and complete history of insurance enquiries, applications, policy records and transactions.

We and our agents (eg service providers that we have agreements with both within and outside the European Economic Area) may use this information (some of which may be sensitive data) to process and administer your insurance. It may also be used or disclosed to regulators to monitor and enforce our compliance with any regulation. Occasionally, your personal information may be disclosed to selected third parties who are helping us improve our service.

If you give us your credit card, debit card or bank details we may use it to automatically renew your insurance. We'll only do this where you say we can.

If your details have been obtained through one of our affinity associations we may pass some of your information, including policy details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

If you move to a new insurer we may confirm certain details about your insurance to them. We'll only do this if we're sure it's a genuine request.

If we receive a request for policy information by an individual other than the policy holder we'll check that the policy holder has given permission to do this.

We won't use sensitive personal data for marketing purposes

Access to the personal information we hold about you

You can ask for a copy of the personal information we hold about you by writing to CCA Department, LV=, County Gates, Bournemouth, BH1 2NF. This is subject to the provisions of The Data Protection Act 1998 and payment of a fee.

Document of home insurance

To make a claim or if you have a domestic emergency, ring us on

0845 605 7863



www.abcinsurance.co.uk

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