



Folgate Underwriting Agency Limited

Registered Address: Folgate House, Upton Road, Poole, Dorset BH17 7AG

Registered in England No. 4401625

tel: **0870 905 0664** fax: **0870 905 0665**

a part of the Folgate Partnership Limited



Seasons Select

Home Insurance **Policy**



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Welcome to Folgate Seasons Select

Welcome to Folgate Seasons Select. As your home and its contents are probably your most important investment, it is vital that they are properly protected against the unexpected. Folgate Seasons Select, **available exclusively to the clients of Folgate Partnership brokers**, offers a range of cover enhancements, which make this policy stand out from the crowd.

Additional cover includes

Family legal expenses	£50,000
Emergency Repairs and callout charges	£300
Tracing and Accessing leaks	£5,000
Plants, Trees and Shrubs	£750
Deeds and Documents	£750

The exceptional level of cover provided by the Seasons Select Policy is supported by the Folgate Partnership broker's first class service with a focus on delivering the claims support you deserve.

24 Hour Service

If you find yourself in the unfortunate situation of making a claim our dedicated helpline staff are available 24 Hours a day by simply calling:

Claims and Emergency Helpline 0800 731 3347

Whether you are faced with the aftermath of a fire, a break in or a burst pipe our highly trained staff will help you deal with the situation as quickly and efficiently as possible. With the added benefit of Property Emergency Insurance our helpline staff can give you access to a dedicated team of Approved Contractors that will be able to help you with situations such as boiler failures, blocked pipes and loss of house keys.

We recognise that providing an exceptional service and in particular an effective claims service is the yardstick by which you will measure us. We work hard to ensure that we deliver.

Notice to Policyholders



Thank you for taking out your insurance through the Folgate Underwriting Agency.

This policy, Schedule and any endorsements set out the contract between you, the Insured and us, Norwich Union Insurance Limited.

The contract is based on the Statement of Facts given verbally or the proposal form which you signed and any other information you gave us.

For this contract to be valid, all the information you have given us must be true and complete. If any changes happen which may affect your policy, you must immediately tell either the intermediary who arranged the policy for you or us.

We will provide the insurance described in this policy during the Period of Insurance as detailed in the Schedule.

The policy, Schedule and any Endorsements are to be read as one document. Please check them carefully to make sure that they give you the cover you want.

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

We have defined words or phrases used throughout this policy in the definitions Sections. Please see pages 5–8, 31 and 51–52 for further details. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described unless otherwise stated. Words which use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

A. Homer
Chief Executive Officer
Folgate Underwriting Agency
On behalf of Norwich Union Insurance Limited



Complaints Procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt.
- We aim to resolve complaints within 5 working days.
- Once an assessment and full investigation of your complaint has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 days from when you first made your complaint.

If you remain unhappy with the response you receive, you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Services (FOS).

Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied.

Step 1 Seek resolution by contacting Folgate Underwriting Agency

If you are dissatisfied with any aspect of the handling of your insurance, you should address your complaint to:

The Customer Care Manager, Folgate Underwriting Agency, Folgate House, Upton Road, Poole, Dorset BH17 7AG

Telephone: 0870 905 0664

Step 2 Refer your complaint to our Managing Director

If you remain unhappy with the decision you receive, please write with full details including policy number and/or claim number to:

The Managing Director, UK General Insurance, Norwich Union Insurance, Surrey Street, Norwich NR1 3NS

A review of the matter will then be carried out at senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction, please contact the FOS at:

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

Telephone: 0845 080 1800

A blue-tinted photograph of a showerhead with water spraying out, set against a tiled wall. The showerhead is a large, round, rain-style showerhead with many small holes. Water is spraying out from the showerhead in a dense, vertical column. The background is a wall of square tiles. The overall image has a monochromatic blue color scheme.

Definitions

Definitions

Certain other words are defined on pages 31 & 51–52

Accidental Damage

Damage caused suddenly by external means which is not expected and not deliberate.

Buildings

Your home, its permanent fixtures and fittings, boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools, tennis courts, septic tanks and central-heating gas or oil tanks all forming part of the property and all contained within the boundaries of the home which are used for domestic purposes only.

Business Equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunications equipment and office furniture owned by you.

Contents

Household goods, valuables, money up to £500, deeds and documents, personal possessions and radio and television aerials on or in the home which you or any member of your family own or are legally responsible for. Contents does not include animals, growing trees, shrubs or plants, property which you or any member of your family own or use at any time for business, professional or trade purposes, any aircraft, boat, caravan, motor vehicle (but not motorised gardening equipment or pedestrian controlled models or toys) or trailer, and their accessories and Contents. The Contents of any outbuildings and/or garages will be limited to £2,500 in total value.

Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

Domestic Employees

Any person you or any member of your family employ under a contract of service to work in or around your home.

Endorsements

An agreed change in the terms of the policy, which will be shown on the Schedule.

Excess

The first amount of each claim which you have to pay.

Family

Provided they normally live with you, your husband, your wife or your partner, your children, your or your husband's, wife's or partner's parents and any other relatives.

Home

The private house described in your Schedule and its' garages and outbuildings you or any member of your family use only for domestic purposes.

Definitions *continued*



Money

Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps, savings certificates, unused current postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phone cards and trading stamps including television licence, gas, electricity and phone stamps. Money does not include lottery and raffle tickets, air miles vouchers and cards or promotional vouchers and cards.

Period of Insurance

Any period of time for which we have accepted your premium.

Personal Possessions

Valuables, sports equipment, pedal cycles up to £250, items of clothing, personal articles designed to be worn or carried on or about the person belonging to you whilst anywhere in the United Kingdom and up to 60 days worldwide, excluding motor vehicles and accessories (including keys and locks of any sort).

Proposal Form

The application form you sign for this insurance and any other information you give to us or which is given to us on your behalf.

Schedule

The document which describes you, the cover that applies, the Period of Insurance and any details of your policy.

Statement of Facts

The document headed Statement of Facts representing a record of statements you have made and information you have given either verbally or in writing showing details of us, you, your home and your insurance requirements.

Unfurnished

Not having enough furniture for normal living purposes.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unoccupied

Not lived in or intended to be lived in for more than 60 consecutive days.

Valuables

Jewellery, watches, clocks, furs, articles made of precious metal, precious stones, cups and trophies, personal computers, cameras, video cameras and their equipment and accessories, binoculars and telescopes, pictures, works of art and collections of stamps, coins and medals.

Definitions *continued*

We/Us/Our

Norwich Union Insurance Limited

Registered in England No. 99122

Registered Office: 8 Surrey Street, Norwich, NR1 3NG

A member of the Aviva group

A member of the General Insurance Standards Council

Certain of the rights and obligations of Norwich Union Insurance Ltd will be undertaken by The Folgate Underwriting Agency Ltd. Registered in England No. 4401625 Registered Office: Folgate House, Upton Road, Poole, Dorset BH17 7AG.

On behalf of Norwich Union Insurance Limited.

You/Your

The person or persons actually named in the Schedule and any member of their family.

Buildings Insurance





Buildings Insurance

Your Schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim (this is increased to £125 whilst the risk address is let), except under paragraphs 4, 8, 12 and 17. Any additional excess will be shown on your Policy Schedule. The Buildings are insured against loss or damage by the following causes:

1. Fire, Lightning, Explosion, Earthquake or Smoke

Excluding

- any gradually operating cause.

2. Escape of Water

Escape of water, oil or liquid petroleum gas from any fixed water or heating installation or from any domestic appliance within the home.

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- any gradually operating cause.

2a. Tracing and Accessing Leaks

In the event of damage to the Buildings caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the home, we will pay the reasonable costs, up to £5,000, for removing and replacing any other part of Buildings necessary to find and repair the source of the leak.

3. Theft or Attempted Theft

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.
- loss or damage occurring while the home is let or lent, wholly or in part, unless there is evidence of forcible and violent entry to or exit from the Building.
- loss or damage occurring while the home is shared, wholly or in part, with any person or persons who are not a member of your family unless there is evidence of forcible and violent entry to or exit from the Building.

4. Storm or Flood

Excluding

- the first £50 of each agreed claim, unless otherwise specified on your Schedule.
- loss or damage to gates, fences, hedges or tennis courts.
- loss or damage by frost, subsidence, ground heave or landslip.
- any gradually operating cause.

Buildings Insurance *continued*



5. Impact by

- (a) any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft.
- (b) an animal, excluding damage caused by an animal or animals belonging to you or a member of your family.
- (c) falling trees or branches.
- (d) falling aerials, satellite dishes, their masts and fittings, excluding damage to aerials, satellite dishes, their masts or fittings.

6. Riot, Strike, Civil Commotion, Labour or Political Disturbance

Excluding

- loss or damage outside the United Kingdom.

7. Malicious Acts or Vandalism

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.

8. Subsidence

Subsidence, Ground Heave or Landslip of the site or any part of the site on which your Buildings stand.

Excluding

- the first £1,000 of each agreed claim, unless otherwise specified on your Schedule.
- loss or damage to greenhouses, tennis courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges unless the home is damaged by the same cause and at the same time.
- loss or damage caused by the foundations settling, shrinking or expanding.
- loss or damage caused by made-up ground settling or new structures bedding down.
- loss or damage caused by the coast or river bank being worn away.
- loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of your home are damaged by the same cause and at the same time.
- loss or damage caused by faulty design or inadequate foundations which do not meet buildings regulations current at the time of construction.
- loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.
- reduction in market value following repair.
- loss or damage which originated before this policy came into force.

In addition you are also insured for:



Buildings Insurance *continued*

9. Glass, Mirrors, Ceramic Hobs and Sanitary Ware

Accidental damage to glass, mirrors, ceramic hobs and sanitary ware fixed to and forming part of the home.

Excluding

- loss or damage caused by scratching.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by wear and tear or loss of value.

10. Cables and Underground Pipes

Accidental Damage to cables, underground pipes and drains (including inspection covers) serving your home and for which you are responsible. (If you have a shared legal responsibility then we will pay for that part of the repairs for which you are legally responsible.)

Excluding

- the cost of replacing undamaged items.

11. Plumbing Installation

Damage to any part of the plumbing installation in your home caused by freezing.

Excluding

- damage which occurs to an installation which is directly exposed to the outside or is in an outbuilding.
- loss or damage due to rust, corrosion or wear and tear.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.

12. Rent and Alternative Accommodation

If the home is made uninhabitable following a claim, which we have accepted, for loss or damage by a cause described in the Buildings Insurance Section of this policy, we will pay for the period necessary to restore the home to a habitable condition:

- (a) the reasonable cost of comparable accommodation for you and your family and domestic pets.
- (b) the rent lost.
- (c) up to two years ground rent.

The most we will pay for any one event is 20% of the Buildings Sum Insured shown in your Schedule plus £500 for emergency kennelling.

Buildings Insurance *continued*



13. Cover During Sale

If you enter a contract to sell your home the purchaser will have the benefit of this Buildings insurance up to the date of completion (provided the Buildings are not insured elsewhere).

Excluding

- loss or damage insured under any other policy.

14. Demolition and Site Clearance

Following a claim, which we have accepted, for loss or damage by a cause described in the Buildings Insurance Section of this policy, we will pay the cost of making the Buildings safe, removal of debris and clearing the site provided our prior agreement has been obtained.

Excluding

- the cost of removal or reduction of trees.

15. Extra Expenses

Following a claim, which we have accepted, for loss or damage by a cause described in the Buildings Insurance Section of this policy, we will pay:

- (a) any necessary fees for architects, surveyors and other professional fees.
- (b) additional costs arising from keeping to government, European Community or local authority requirements (unless you were given notice of the requirement before the damage).

Excluding

- the cost of preparing a claim or any costs incurred without our written consent.

16. Emergency Entry

Loss or damage to your home caused when the fire, police or ambulance service has to force an entry into your home because of a medical emergency involving you or any member of your family.

Excluding

- loss or damage occurring while the home is let or lent.



Buildings Insurance *continued*

17. Your liability as Owner of the Property

We will pay any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay;

- (a) as owner of your Buildings including their land; or
- (b) for faulty work carried out for you or by you on any home you used to own in the United Kingdom.

This only applies to compensation for:

- i) causing the accidental bodily injury, disease or death of any person; or
- ii) the accidental loss of or damage to property.

The most we will pay for any one event is £2,000,000 plus other costs and expenses which we have agreed to in writing.

Excluding

- (a) your legal responsibility for:
 - faulty work which happens more than seven years after the end of cancellation of this policy; or
 - if you have cover under a current or more recent policy.
- (b) your legal responsibility arising from:
 - you or any member of your family or any domestic employee dying or suffering from an injury or disease.
 - loss of or damage to property you or any member of your family own or are looking after.
 - any profession, business or employment involving you or any member of your family.
 - passing on any contagious disease or virus.
 - any contract or agreement unless you would have been liable anyway if that contract or agreement did not exist.
 - any deliberate act.
 - ownership or operation of watercraft, aircraft or mechanically propelled vehicles.

Buildings Insurance *continued*



18. Accidental Damage

This cover only applies when Accidental Damage appears on the Schedule under the buildings insurance cover type.

We will pay for Accidental Damage to your Buildings.

Excluding

- any loss or damage specifically excluded under the buildings section or elsewhere in this policy.
- any loss or damage which happens while the home or any part of it is let, lent or shared with anyone who is not a member of your family.
- the cost of maintenance and normal redecoration.

and loss or damage caused by:

- wear and tear or loss of value.
- moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually.
- scratching or denting.
- mechanical or electrical fault, failure or breakdown.
- any deliberate act by you or any member of your family.
- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining or repairing.
- animals owned by you or animals owned by a member of your family.
- movement of the land belonging to your Buildings.
- movement, settlement or shrinkage in any part of your Buildings.
- demolition, structural changes or repair of your Buildings.
- faulty workmanship, faulty design or using faulty materials.



Buildings Insurance *continued*

Basis of claims settlement

We have shown below how we settle your claims where loss or damage is insured under the Buildings Insurance Section of this policy.

If you suffer damage to any part of your Buildings, we will decide to either:

- pay the cost of repairing or rebuilding them; or
- repair or rebuild them.

We may deduct an amount for wear and tear if the Buildings are in a poor state of repair and we may proportionately reduce any payment we make if the Buildings Sum Insured is less than the full Rebuilding Cost.

If repair or rebuilding work is not carried out, we may pay an amount to cover the reduction in market value of your Buildings resulting from the covered damage. We will not pay more than the cost to us of repairing or rebuilding the Buildings.

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or is one of a number of items of a similar nature, colour or design.

Index Linked

The Buildings Sum Insured will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

The Sum Insured will continue to be index linked following loss, destruction or damage by an Insured Peril during the period required for reinstatement or repair.

Contents Insurance





Contents Insurance

Your schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim (this is increased to £125 whilst the risk address is let), except under paragraphs 4, 11, 17, 23, 25, 26, 27 and 28. Any additional excess will be shown on your Policy Schedule. The Contents are insured against loss or damage by the following causes:

1. Fire, Lightning, Explosion, Earthquake or Smoke

Excluding

- any gradually operating cause.

2. Escape of Water

Escape of water, oil or liquid petroleum gas from any fixed water or heating installation or from any domestic appliance within the home.

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- any gradually operating cause.

3. Theft or Attempted Theft

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.
- loss or damage occurring while the home is let or lent, wholly or in part, unless there is evidence of forcible and violent entry to or exit from the Building.
- loss or damage occurring while the home is shared, wholly or in part, with any person or persons who are not a member of your family unless there is evidence of forcible and violent entry to or exit from the Building.

4. Storm or Flood

Excluding

- the first £50 of each agreed claim, unless otherwise specified on your Schedule.
- loss or damage caused by frost.

5. Impact by

- (a) any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft.
- (b) an animal, excluding damage caused by an animal or animals belonging to you or a member of your family.
- (c) falling trees or branches.
- (d) falling aerials, satellite dishes, their masts and fittings.

6. Riot, Strike, Civil Commotion, Labour or Political Disturbance

Excluding

- loss or damage outside the United Kingdom.

Contents Insurance *continued*



7. Malicious Acts or Vandalism

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.

8. Subsidence

Subsidence, Ground Heave or Landslip of the site or any part of the site on which your Buildings stand.

Excluding

- loss or damage caused by the foundations settling, shrinking or expanding.
- loss or damage caused by made-up ground settling or new structures bedding down.
- loss or damage caused by the coast or river bank being worn away.
- loss or damage resulting from movement of solid floor slabs unless the foundations beneath the external walls of your home are damaged by the same cause and at the same time.
- loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.
- loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.

In addition you are also insured for:

9. Television, Video, Audio and Computer Equipment

Accidental damage to television, video, radio, audio, satellite and personal computer equipment in your home and any receiving aerials, satellite dishes and their masts and fittings which are fixed to your Buildings.

Excluding

- loss or damage to records, discs, cassettes, tapes, diskettes or software.
- loss or damage arising from any process of cleaning, maintenance, adjustment, repair or taking apart.
- loss or damage caused by wear and tear or loss of value.
- loss or damage caused by electrical or mechanical breakdown.
- loss or damage caused by light, weather or atmospheric conditions or any other gradually operating cause.
- loss or damage caused by animals owned by you or animals owned by a member of your family.
- loss or damage to items designed to be portable whilst being transported, carried or moved.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage occurring while the home is let or lent.



Contents Insurance *continued*

10. Glass and Mirrors

Accidental Damage in your home to glass in furniture, mirrors and ceramic tops to cookers which are not built-in.

Excluding

- loss or damage caused by scratching.
- loss or damage to glass in pictures and clocks.

11. Food in Freezers and Refrigerators

The cost of replacing frozen food in your freezer or refrigerator if it is damaged by:

- (a) a rise or fall in temperature; or
- (b) contamination by refrigerant.

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

Excluding

- loss or damage caused by the electricity or gas company or its employees deliberately cutting off the supply. This includes industrial disputes.
- loss or damage if the cabinet is more than 15 years old.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage occurring while the home is let or lent.

12. Money

We cover loss, theft or damage to money you or any member of your family own while it is anywhere in the United Kingdom and up to 60 days worldwide.

The most we will pay for any one event is £500.

Excluding

- loss or theft of money you do not report to the local police within 24 hours of discovering the loss or theft.
- theft by you or any member of your family.
- loss or damage caused by loss of value.
- loss or damage caused by your money being confiscated or held legally by officials or authorities.
- shortages caused by mistakes.
- loss or damage occurring while the home is let or lent.

Contents Insurance *continued*



13. Credit Cards

We cover financial loss because someone has fraudulently used a credit card belonging to you or any member of your family. This cover applies anywhere in the United Kingdom and up to 60 days worldwide.

The most we will pay for any one event is £2,500.

Excluding

- loss or theft of any credit card you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or theft of any credit card you do not tell the credit card company about within 24 hours of discovering the loss or theft.
- loss or theft by you or any member of your family.
- financial loss if you have not kept to the conditions of the credit card.
- loss or damage caused by not using the credit card properly.
- loss or damage caused by your credit card being confiscated or held legally by officials or authorities.
- shortages caused by mistakes.
- loss or damage occurring while the home is let or lent.

14. Contents in the Open

Loss or damage by any cause listed in paragraphs 1-3 and 5-8 of this Contents Insurance Section of your policy to Contents you leave in the open within the boundary of your home and its land.

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

Excluding

- loss or damage to money.
- loss or damage by impact other than impact by a vehicle, train or animal.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage to plants and trees.
- loss or damage to a pedal cycle which has not been secured with a suitable locking device to a permanent fixture.

15. Loss of Oil or Metered Water

We cover you, up to a maximum of £1,000 against loss of oil or metered water for which you are responsible for any fixed domestic water or heating installation or appliance following Accidental Damage to the fixed installation or appliance.

Excluding

- loss of oil or water caused by gradual leakage or vaporisation.
- loss or damage occurring after the buildings remain unoccupied or unfurnished for more than 60 consecutive days.



Contents Insurance *continued*

16. Contents Temporarily Removed

Loss, destruction or damage by any cause listed in paragraphs 1-8 of this Contents Insurance Section of your policy to contents temporarily removed from the Building while:

- (a) in any bank or safe deposit or any other occupied private residence or building where you or any member of your family is temporarily residing or employed or carrying on their business but remaining within the United Kingdom.
- (b) elsewhere in the United Kingdom (other than in a furniture depository).

Excluding

- any amount exceeding 20% of the Contents Sum Insured as shown in your Schedule.
- loss or damage by theft unless there is evidence of forcible and violent entry to or exit from a building.
- loss of money.
- loss or damage caused by Malicious Persons or Vandals.
- loss or damage caused by Storm or Flood to property not contained within a building.
- loss or damage while removed for sale or exhibition.
- if the Contents are otherwise insured.
- loss or damage occurring while the home is let or lent.

16a. Student's Possessions

We will pay for damage to Contents by any cause listed in paragraphs 1-8 of this Contents Insurance section of your policy (specified under standard Cover) occurring while the Contents are in a Building within the United Kingdom where you or your family are living whilst attending university, college or boarding school. The maximum amount we will pay in any Period of Insurance is £5,000.

Excluding

- damage caused by theft unless it involves forcible and violent entry or exit from the Building in which the Contents are located.

17. Rent and Alternative Accommodation

If the home is made uninhabitable following a claim, which we have accepted, for loss or damage by a cause described in the Contents Insurance Section of this policy, we will pay for the period necessary to restore the home to a habitable condition the reasonable cost of comparable accommodation for you, your family and domestic pets.

The most we will pay for any one event is 20% of the Contents Sum Insured shown in your Schedule, plus £500 for emergency kennelling.

Contents Insurance *continued*



18. Replacement of Locks

The cost of replacing and installing locks (including keys) for external doors, windows, intruder alarms and safes in your home if the keys are lost or stolen anywhere in the world.

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

Excluding

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage occurring while the home is let or lent.

19. Moving House

Loss, destruction or damage to Contents during the process of removal and transit (other than sea or air transit) by professional removal contractors following your permanent change of address within the United Kingdom or whilst in transit to or from any bank, safe deposit or furniture depository caused by the insured perils of Fire, Lightning, Explosion, Earthquake, Smoke, Theft or attempted Theft only. You must tell us within 60 days that you have moved and we may ask you to pay an extra premium.

Excluding

- loss or damage you do not report to the carrier within 72 hours of delivery to your new home.
- loss or damage to property in storage.
- loss or damage to valuables and money.
- loss or damage occurring while the home is let or lent.

20. Deeds and Documents

The cost of replacing deeds and documents if they are lost or damaged by any cause listed in paragraphs 1-8 of this Contents Insurance Section of your policy while in your home or in a safe deposit or strongroom.

The most we will pay for any one event is £750.

Excluding

- loss or damage to money.
- loss or damage occurring while the home is let or lent.

21. Christmas Presents

We will increase the Contents Sum Insured shown in your Schedule by 10% during December to cover gifts and extra food and drink you buy for Christmas.

Excluding

- loss or damage occurring while the home is let or lent.



Contents Insurance *continued*

22. Wedding Gifts

We will increase the Contents Sum Insured shown in your Schedule by 10% for one month before and one month after the wedding day of you or any member of your family to cover wedding gifts and the cost of extra items bought for the wedding.

Excluding

- loss or damage occurring while the home is let or lent.

23. Fatal Injury Benefit

We will pay £5,000 if you or any member of your family are fatally injured in the Building by fire or thieves and this results in death within 12 months of the injury.

The most we will pay for any one event is £5,000.

If necessary, we will pay your legal personal representative.

Excluding

- loss or damage occurring while the home is let or lent.

24. Business Equipment

We will cover business equipment against loss or damage by any cause listed in paragraphs 1-8 of this Contents Insurance Section of your policy whilst they are contained within the home.

The most we will pay for any one event is £5,000.

Excluding

- tools ordinarily used outside of your home.
- any vehicles, aircraft or watercraft to include hovercraft.
- any manufacturing or production type equipment.
- loss or damage occurring while the home is let or lent.

25. Garden Cover

If your garden is damaged by:

- (a) fire, explosion, lightning, malicious persons, riot, theft or attempted theft.
- (b) collision by vehicles, animals or aircraft or anything dropped from them we will pay the cost of re-landscaping up to £750 but not more than £250 for any one tree, shrub or plant.

Contents Insurance *continued*



26. Your Liability as Occupier of the Property and Personal Liability

Any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay:

- (a) as occupier of your Buildings including their land; or
- (b) as a private individual.

This only applies to compensation for:

- (i) causing the accidental bodily injury, disease or death of any person; or
- (ii) the accidental loss of or damage to property.

The most we will pay for any one event is £2,000,000 plus other costs and expenses which we have agreed to in writing.

Excluding

Your legal responsibility arising from:

- you or any member of your family or any Domestic Employee dying or suffering from an injury or disease.
- loss of or damage to property you or any member of your family own or are looking after.
- any profession, business or employment involving you or any member of your family.
- passing on any contagious disease or virus.
- any contract or agreement unless you would have been liable anyway if that contract or agreement did not exist.
- any deliberate act.
- loss or damage occurring while the home is let or lent.
- owning any land or Buildings.
- owning, possessing or using animals other than horses or domestic pets.
- hunting or racing of any kind except on foot.
- owning or caring for dangerous dogs as shown in the Dangerous Dogs Act 1991 and any amending laws.
- owning, possessing or using any of the following:-
 - mechanically or electrically propelled vehicles (other than domestic garden equipment or pedal cycles).
 - caravans.
 - aircraft (other than pedestrian-controlled models and toys).
 - watercraft (other than windsurfers and pedestrian-controlled models or toys).
 - firearms (other than sporting guns being used for sporting purposes).



Contents Insurance *continued*

27. Liability to Domestic Employees

Any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay as compensation for causing the accidental bodily injury, disease or death of your Domestic Employee occurring in the course of their employment by you.

The most we will pay for any one event is £10,000,000 including costs and expenses which we have agreed to in writing.

Excluding

- your legal responsibility arising from passing on any contagious disease or virus.
- loss or damage occurring while the home is let or lent.

28. Liability as a Tenant

Any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay as compensation under a tenancy agreement for:

- (a) damage to your Buildings including its permanent fixtures and fittings and fixed items of decoration caused by the events listed in paragraphs 1-8 of the Buildings Insurance Section of your policy.
- (b) Accidental Damage to the cables, underground pipes and drains (and their inspection covers) which serve your home.
- (c) accidental damage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas.
- (d) Accidental Damage to sanitary fixtures and ceramic hobs.

The most we will pay for any one event is 20% of the Contents Sum Insured shown in your Schedule.

Excluding

- anything shown as not insured under paragraphs 1-8 of the Buildings Insurance section of your policy.
- loss or damage when your home is unoccupied or unfurnished.
- loss or damage occurring while the home is let or lent.
- loss or damage to any property which you own.

Contents Insurance *continued*



29. Accidental Damage

This cover only applies when Accidental Damage appears on the Schedule under the Contents insurance cover type.

We will pay for Accidental Damage to your contents.

Excluding

- any loss or damage specifically excluded under the Contents Insurance Section of this policy.
- any loss or damage which happens while the home or any part of it is let, lent or shared with anyone who is not a member of your family.

Loss or damage caused by:

- wear and tear or loss of value.
- moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
- mechanical or electrical fault, failure or breakdown.
- any deliberate act.
- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.
- animals owned by you or animals owned by a member of your family.
- your goods being confiscated or held legally by officials or authorities.

Loss or damage to clothing including furs, contact lenses and food.



Contents Insurance *continued*

Basis of claims settlement

We have shown below how we settle your claims where loss or damage is insured under the Contents Insurance Section of this policy.

If you suffer loss or damage to any of your Contents, we will decide to either:

- repair.
- pay the cost of repairing.
- replace as new.
- pay the cost of replacing as new.
- make a cash payment for the lost or damaged item or items.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

We may take off an amount for wear and tear for items of clothing and household linen and we may proportionately reduce any payment we make if the Contents Sum Insured is less than the full replacement value of all of your contents.

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or is one of a number of items of a similar nature, colour or design.

Our liability for any one claim for loss, destruction or damage under this Section shall not exceed the Sum Insured in respect of Contents specified in the Schedule less any Excess indicated in this Policy, the Schedule and Endorsements and in addition will be subject to the following special limitations in respect of:

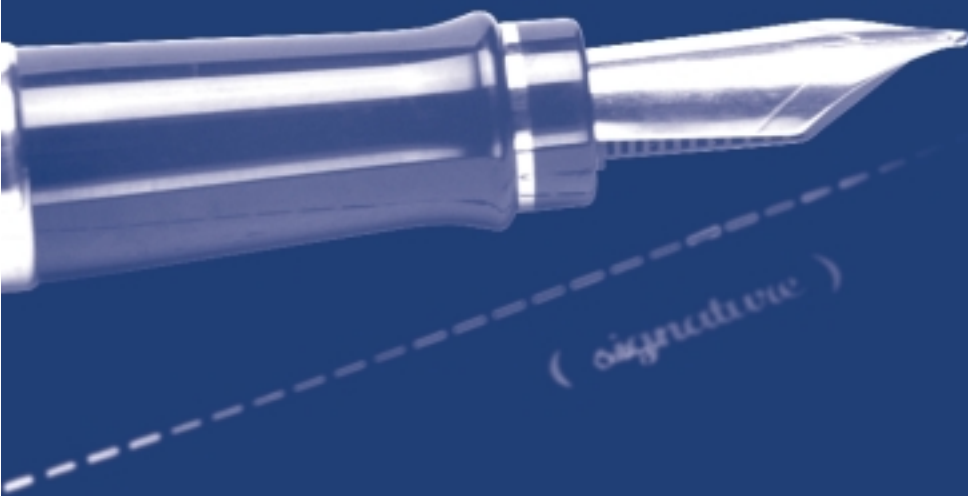
- (a) Valuables which shall be limited to 1/3rd of the Contents Sum Insured as shown in your Schedule and not more than 5% of the Sum Insured in respect of any one article, set or collection.
- (b) Money - limited to £500.

With regard to (a) and (b) any items exceeding these limits would need to be specifically agreed and shown by Endorsement.

Index Linked

The Contents Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

Family Legal Costs Insurance



Family Legal Costs Insurance

This insurance is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance S.A.

In the event of a valid claim under this insurance, Arc will appoint Irwin Mitchell Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal adviser's fees unless court proceedings are issued.

The insurance covers Advisers' Costs up to the Limit of Indemnity where:

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- b) The Proceedings take place in the Territorial Limits.

Cover

Section 1. The Insured is covered for Advisers' Costs to pursue:

- A Contract claims against the person or organisation that sold, hired or leased the Insured defective goods or services for his private use. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £50 plus VAT.
- B Personal injury/fatal accident claims against the person or organisation directly responsible.
- C An action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of the Insured's contract of employment.
The breach of contract must have occurred at least 90 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- D Actions for nuisance or trespass against the person or organisation infringing the Insured's legal rights in relation to his main residence. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- F A person or organisation that causes physical damage to the Insured's main residence. The damage must have been caused made after the Insured first purchased this insurance.
- G Claims under Sections 22 or 23 of the Data Protection Act 1984 for compensation for financial loss.
- H Claims arising from the purchase of the Insured's main residence. The purchase must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

Section 2. The Insured is covered for Adviser's Costs to defend:

- A Contract claims brought by someone to whom the Insured has sold his private goods intended to be for the private and personal use of that person. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £50 plus VAT.
- B Claims against the Insured arising from the sale of the Insured's main residence. The sale must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

Family Legal Costs Insurance *continued*

Definitions

Certain other words are defined on pages 6–8 & 51–52 of this Policy

- 1 **Insured** Any person who has paid the premium and been declared to Arc. Cover also applies to the Insured's spouse and children under 21 normally resident with the Insured. If the Insured dies his personal representatives will be covered to pursue or defend cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death.
- 2 **Advisers' Costs** Reasonable legal fees incurred by the Adviser up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.
- 3 **Proceedings** The pursuit or defence of civil legal cases for damages or injunctions.
- 4 **Limit of Indemnity** The maximum payable in respect of an Insured Incident, which is £50,000.
- 5 **Insured Incident** The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
- 6 **Territorial Limits** The United Kingdom, Channel Islands and the Isle of Man.
- 7 **Insured Period** One year from the date shown on the Insured's insurance schedule.
- 8 **Arc** Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
- 9 **Adviser** Irwin Mitchell Solicitors or their agents appointed by Arc to act for the Insured.
- 10 **Computer** Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
- 11 **Underwriters** Inter Partner Assistance S.A.
- 12 **Excess** The first £50 of Advisers' Costs payable by the Insured.

Exclusions

1. There is no cover where:
 - The Insured Incident began to occur or had occurred before the Insured purchased this insurance.
 - The Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - The Insured fails to give proper information to Arc or to the Adviser.
 - The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings.
 - Adviser's Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.
2. There is no cover for any claim arising from:
 - Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.

continued overleaf

Family Legal Costs Insurance *continued*

- Computer software other than proprietary packaged software that has not been tailored to the Insured's requirements.
 - Works undertaken or to be undertaken by or under the order of any government or public or local authority.
 - Planning law.
 - The construction of or structural alteration to buildings.
 - Defamation or malicious falsehood.
 - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
 - The Equal Pay Act 1970 and amending legislation.
 - A lease or licence to occupy property or land.
 - Any venture for gain or business project of the Insured.
 - Any consequence of any failure of the Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise).
 - An application for Judicial Review.
3. There is no cover:
- For Adviser's Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
 - Where the Insured has other legal costs insurance cover.
 - For claims made by or against the Underwriters, Arc or Folgate.
 - For appeals without the prior written consent of Arc.
 - For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of the Insured's employment.
 - Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion.
 - For the Excess.
4. Contracts (Rights of Third Parties) Act 1999
- A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

1. Cancellation

The Insured may cancel this insurance at any time by writing to and providing fourteen days written notice to Folgate Underwriting Agency Limited.

Folgate or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to Folgate. No refund of premium shall be made.

Family Legal Costs Insurance *continued*



2. Claims

- a) The Insured must notify claims as soon as reasonably possible within 180 days of the Insured Incident and complete the claim form. This must be returned promptly with all relevant information.
- b) Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
- c) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an Adviser to act for him he may do so. The Adviser must:-
 - i.) Confirm in writing that he will enable the Insured to comply with his obligations under this insurance.
 - ii.) Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:
 - i.) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained.
 - ii.) Keep Arc fully advised of all developments and provide such information as Arc may require.
 - iii.) Keep Arc regularly advised of Adviser's Costs incurred.
 - iv.) Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees in its absolute discretion to allow the case to proceed.
 - v.) Submit bills for taxation or certification by the appropriate body if requested by Arc.
 - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser.
- f) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- g) The Insured shall supply all information requested by the Adviser and Arc.
- h) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

3. Disputes

Any dispute between the Insured and Arc shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.



Family Legal Costs Insurance *continued*

4. Reasonable Prospects

At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that the Insureds interests could be better achieved in another way.

5. English Law

This contract is governed by English Law.

Customer care

Our key aim at Folgate is to provide you with a first class service. In the extreme cases where you may have cause to complain, you should in the first instance put your complaint in writing to:

The Customer Care Manager
Folgate Underwriting Agency Limited
Folgate House
Upton Road
Poole
Dorset
BH17 7AG
Telephone: 0870 905 0664

Should we not be able to resolve your complaint to your satisfaction we will provide details of the various regulatory bodies and the ombudsmen.

This policy document contains a detailed complaint procedure specific to this section of the policy should your complaint be directed to the Insurer, which is detailed below.

If you are unhappy with any aspect of the service under this insurance please contact the Managing Director, Arc Legal Assistance Limited, Lodge House, Lodge Lane, Langham. Colchester CO4 5NE. Telephone (01206) 233300. We will do our utmost to resolve the problem.

If you remain dissatisfied you may then approach the Insurance Ombudsman, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Arc Legal Assistance Limited is a member of the General Insurance Standards Council.

Family Legal Costs Insurance *continued*



To Make a Claim

This insurance only covers legal fees incurred by Irwin Mitchell Solicitors or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued, you may nominate another solicitor to act for you.

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line.

In general terms, you are required to immediately notify Arc of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice line for assistance.

Telephone Advice Line

Use the 24 hour advisory service for telephone advice on any private legal and tax problem of concern to you or any member of your household.

Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the advice line will ask you to complete a claim form. If your problem is not covered under this insurance, the advice line may be able to offer you assistance under a private funding arrangement.

Simply telephone **0800 731 3347** and quote "Folgate Seasons Select Family Legal Costs Insurance".

Unspecified Personal Possessions Insurance





Unspecified Personal Possessions Insurance

Your Schedule will show separately whether you are covered for unspecified items including sports equipment. We do not cover the first £50 of each claim. Any additional excess will be shown on your policy Schedule.

We cover loss, theft or damage to Personal Possessions you or any member of your family own while they are anywhere in the United Kingdom and up to 60 days worldwide.

The most we will pay for any one event will be the Unspecified items Sum Insured as shown in your Schedule.

The most we will pay for any one item, pair or set is £1,500, except for pedal cycles where the limit is £250.

Excluding

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
 - wear and tear or loss of value.
 - moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually.
 - mechanical or electrical fault, failure or breakdown.
 - any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.
 - your goods being confiscated or held legally by officials or authorities.
- loss, theft or damage to:
 - reeds, strings or skins of musical instruments.
 - sports equipment while in use for the purpose it is specifically designed.
 - sports equipment used for water sports and winter sports.
 - animals, trees, shrubs or tools.
 - furniture, household goods, food or property you or any member of your family own or use at any time for business, professional or trade purposes.
 - car audio equipment, audio visual equipment (other than video cameras or camcorders), computer equipment or diskettes.
 - guns where the damage is caused by bursting or rusting.
 - articles of china or glass other than spectacles, watch faces or camera lenses.
 - goods for which duty has not been paid.
 - golf clubs or sets left in or outside a golf club unattended.
- loss, theft or damage caused by theft from an unattended motor vehicle unless:
 - (a) there is evidence that forcible and violent entry took place, and
 - (b) the personal possession was secured in a locked luggage boot, concealed luggage compartment or locked glove compartment.

Unspecified Personal Possessions Insurance

Basis of Claims Settlement



We have shown below how we settle your claims where loss or damage is insured under the Unspecified Personal Possessions Insurance Section of this policy.

If you suffer loss or damage to any of your unspecified Personal Possessions, we will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for

the loss or damage.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

We may take off an amount for wear and tear for items of clothing depending on the age and condition of the item or items.

Index Linked

The unspecified Personal Possessions Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

Specified Personal Possessions Insurance





Specified Personal Possessions Insurance

Your Schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim. Any additional excess will be shown on your policy Schedule.

We cover loss, theft or damage to specified items shown in your Schedule you or any member of your family own while they are anywhere in the United Kingdom and up to 60 days worldwide.

The most we will pay for any one event is the value shown against it in your Schedule.

Newly acquired possessions

We will provide cover for loss, theft or damage to newly acquired personal possessions, valued in excess of the Single Article Limit shown in the Schedule, for a period of 30 days from the date that you acquire that article provided you:

- have items insured under the unspecified or specified personal possessions sections of this policy.
- notify us within 30 days of your acquisition.
- pay any additional premium due.

The newly acquired personal possession will be insured up to 50% of the total sum insured for all unspecified and specified personal possessions. We reserve the right not to insure the newly acquired article after the 30th day.

Excluding

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
 - wear and tear or loss of value.
 - moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually.
 - mechanical or electrical fault, failure or breakdown.
 - any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse.
 - your goods being confiscated or held legally by officials or authorities.
- loss of, theft of or damage to:
 - reeds, strings or skins of musical instruments.
 - sports equipment while in use for the purpose it is specifically designed.
 - guns where the damage is caused by bursting or rusting.
 - goods for which duty has not been paid.
 - golf clubs or sets left in or outside a golf club unattended.
- loss, theft or damage caused by theft from an unattended motor vehicle unless:
 - (a) there is evidence that forcible and violent entry took place, and
 - (b) the Personal Possession was secured in a locked luggage boot, concealed luggage compartment or locked glove compartment.

Specified Personal Possessions Insurance

Basis of claims settlement



We have shown below how we settle your claims where loss or damage is insured under the Specified Personal Possessions Insurance Section of this policy.

If you suffer loss or damage to any of your specified Personal Possessions, we will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for

the loss or damage.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

Index Linked

The specified Personal Possessions Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

Pedal Cycles Insurance





Pedal Cycles Insurance

Your Schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim. Any additional excess will be shown on your policy Schedule.

We cover loss, theft or damage to pedal cycles shown in your Schedule you or any member of your family own while they are anywhere in the United Kingdom and up to 60 days worldwide.

The most we will pay for any one cycle is the value shown against it in your Schedule.

Excluding

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.

- loss or damage caused by:
 - wear and tear or loss of value.
 - rusting, corrosion or anything which happens gradually.
 - scratching or denting.
 - mechanical failure.
 - any process of washing, cleaning, restoring, adjusting, maintaining, repairing or misuse.
 - your goods being confiscated or held legally by officials or authorities.

- loss, theft or damage to:
 - pedal cycles while being used for racing, pace making or trials;
 - wheels, saddles and accessories unless the pedal cycle is lost, stolen or damaged at the same time.

- loss, theft or damage to an unattended pedal cycle which was not secured with a suitable locking device to a permanent fixture, or locked in a building at the time of loss.

Pedal Cycles Insurance

Basis of claims settlement



We have shown below how we settle your claims where loss or damage is insured under the Pedal Cycles Insurance Section of this policy.

If you suffer loss or damage to any of your Contents, we will decide to either:

- repair.
- pay the cost of repairing.
- replace as new.
- pay the cost of replacing as new.
- make a cash payment for

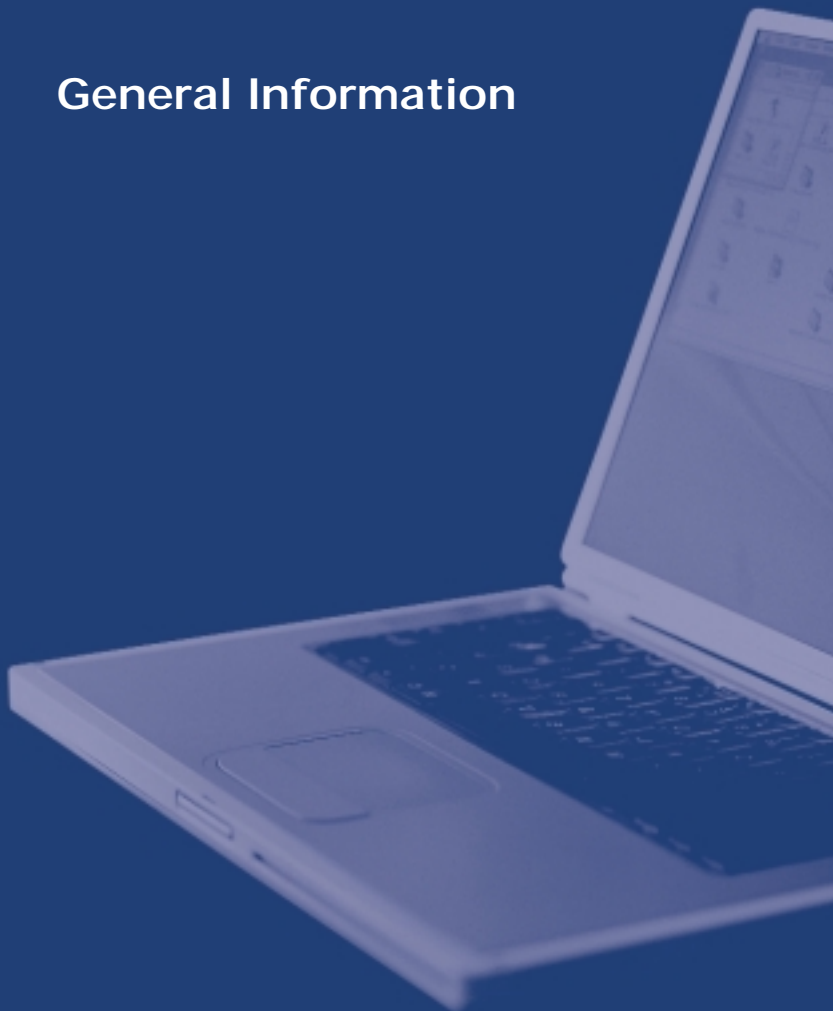
the loss or damage.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

Index Linked

The Pedal Cycles Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

General Information





How to make a Claim under this Policy

If you have an emergency in your home such as a burglary, fire or burst pipe, you should in the first instance contact Inter Partner Assistance on our 24 HOUR EMERGENCY HELPLINE on

FREEPHONE 0800 731 3347.

This will put you in touch with one of our emergency specialists who can arrange for an approved repairer to carry out emergency repairs.

For full details of our Emergency Household Cover, please refer to page 53.

If your claim is not an emergency, check that the property and cause are covered by this policy. This booklet contains details of what is insured, what is excluded and how we settle claims. Please also remember that this policy should be read in conjunction with your up-to-date Schedule of insurance which details the cover provided by your policy. Once completed, RING US ON 0870 905 0683 AS SOON AS POSSIBLE. During the call, we will confirm whether the event is covered and give you advice on how your claim will be dealt with. In most cases, you will not need to complete a claim form.

You must at all times provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require, including competitive tradesman's estimates for repair or replacement of the lost, destroyed or damaged property.

We may decide to appoint a Loss Adjuster or other expert depending on the type of claim and the costs involved. They will deal with the claim and if the loss is covered by the policy have authority to agree settlement of your claim.

In the event of any circumstances likely to give rise to a claim you must tell the local police immediately if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons, vandals, riot, strike, civil commotion, labour or political disturbance, and keep a note of any reference number given to you.

If someone is holding you responsible for damage to their property or for bodily injury to them you must:

- (a) advise us immediately
- (b) send us any letters, documents, writ or summons or other legal documents which have been served on you or any member of your family, unanswered and without delay.
- (c) NOT engage in correspondence with the other person or their representatives but allow us to deal with the matter on your behalf.

Please Note

This policy does not cover the cost of gradual deterioration - it is not a maintenance contract. It is a condition of this policy that you keep the property which is insured in good order and take all reasonable steps to avoid loss or damage.

Please remember you are responsible for paying any excess which applies to your claim.

To make sure we maintain a high quality service, we may monitor or record telephone calls.

Emergency Household Cover



Definitions

Certain other words are defined on pages 6–8 & 31 of this Policy

The following definitions apply to this section.

Insured/You/Your

The policyholder and/or any member of the policyholder's family normally living at the Home.

Inter Partner/We/Us/Our

Inter Partner Assistance, The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR

Period of Insurance

The duration of this policy as shown in the Schedule and any further period for which we accept the premium.

Home

The main permanent place of residence of the Insured including private dwelling, garage and outbuildings used for domestic purposes (including incidental use for professional purposes) in the United Kingdom.

Property

Buildings, fixtures and fittings and contents that are the responsibility of the Insured are kept or contained at the Home.

Incident

A sudden and unexpected event causing damage to the Property, or likely to cause damage to the Property in the immediate future. This definition shall include damage to or breakdown of the Essential Services to the Home and/or permanent and irreplaceable loss of all keys required to gain access to the Home, but not outbuildings.

Emergency

The result of an Incident which immediately:

- (a) exposes the Insured to a risk to their health or;
- (b) creates a risk of loss of or damage to any Property of the Insured or;
- (c) renders the Property uninhabitable.

Essential Services

Mains drainage (but only as far as the boundary of the Home) water, electricity, gas within the property, and the main source of heating but only where no alternative exists and the service is immediately necessary to prevent an Emergency.

Emergency Repairs

Work undertaken by an Approved Contractor authorised by Inter Partner to resolve or eliminate an Emergency by completing a Temporary Repair. The costs of Emergency Repairs payable by Inter Partner shall include the Approved Contractor's call out charge, labour charges and repair materials up to the limits of cover. A Permanent Repair will be made if it can be completed at a similar expense.



Emergency Household Cover

continued

Approved Contractor

A contractor and/or tradesperson accepted by Inter Partner to its network as competent to carry out repairs and necessary work to a range of problems affecting domestic premises.

Temporary Repair

A repair which will resolve an Emergency but will need to be replaced by a Permanent Repair.

Permanent Repair

Repairs and/or necessary work required to put right the damage caused to the Home by the Incident.

Emergency Household Cover

continued

Cover

In the event of an Emergency which we will pay Emergency Repairs up to £300 including call out charges, parts, materials and VAT.

or

In the event of the failure of Essential Services we will pay Emergency Repairs up to £300 including call out charges, parts, materials and VAT.

or

In the event of the Home becoming uninhabitable and remaining so overnight, we shall at your express request arrange and pay up to £100 (including VAT) in total for:

- the Insured's overnight accommodation and/or;
- transport to such overnight accommodation.

Excluding

- Loss or damage arising from circumstances known to you prior to the start date of this insurance.
- Cost of replacement parts due to natural wear and tear.
- Breakdown or loss of or damage to domestic appliances, like freezers, washing machines, microwaves and dishwashers, or other mechanical equipment such as Saniflow toilets.
- Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned.
- Any cost relating to the attempted repair by you or your own contractor.
- Any loss or damage arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the Property, faulty workmanship, or use of defective materials, or river or coastal erosion.
- Any loss where you did not contact us to arrange for Emergency Repairs.

Emergency Incidents that will be covered by this policy are:

- Vermin such as rats, mice, or wasps nests inside the Home.
- Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.
- Blockages in toilet waste pipes where there is only one toilet in the Home.
- Plumbing problems related to leaking pipes, blocked drains, water tanks, or leaking radiators.
- Central heating or boiler failure.
- Gas or electricity failure within the Property.
- Hot water failure.
- Loss of all keys required to access the Home.
- Broken or damaged windows and doors that necessitate repairs to; the operative will complete an Emergency Repair only i.e. board up, make safe/secure.



Emergency Household Cover

continued

Emergency Incidents that are not covered by this policy are:

- Leaking taps that need re-washing.
- Loss of keys for outbuildings, garages, sheds etc.
- Personal items, like paintings, electrical goods, jewellery, clothing etc.
- Any Emergency in a Home that has been unoccupied for more than 60 consecutive days.
- The cost of repairs to any underground supply pipe.
- Vermin such as rats, mice, or wasps nests outside the main dwelling at the Home e.g. in garages and other outbuildings.

Note: We will be prepared to offer advice in these circumstances but will not be responsible for any costs.

Special Conditions

1. Inter Partner can recover any payment made under this insurance to anyone else at our own expense and for our benefit and Inter Partner can do this in your name.
2. If you make a claim under this policy and you could have made a claim under another insurance policy or maintenance contract for the same loss or damage or expenses then Inter Partner at our discretion will only pay our share of the costs.
3. Your policy number must be quoted when calling for assistance and your policy booklet or helpcard produced on the demand of the Approved Contractor or other nominated agent of Inter Partner.
4. This insurance agreement cannot be modified except in writing and must be agreed and signed by the Insured and Inter Partner's authorised representative.

Special Exclusions

Date change and computer viruses policy exclusion

This insurance does not cover:

- Direct or indirect loss or damage caused:
 - (a) to equipment by it's failing to correctly recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
 - (b) by computer viruses.
- Legal expenses, legal benefits and/or liability arising directly or indirectly from:
 - (a) equipment failing to correctly recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
 - (b) computer viruses.

Equipment includes computers and anything else insured by the policy which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Emergency Household Cover

continued



Inter Partner Assistance's Promise of Service

At Inter Partner Assistance we make every effort to provide you with the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

Your first point of contact should be:

The General Manager, Inter Partner Assistance, The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR

In the unlikely event that you are not satisfied, you can seek assistance from the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR (tel: 0845 080 1800)

Choice of Law

We the insurer and you the Insured are entitled to choose the law applying to this insurance contract. We propose that the following law shall apply to this insurance contract:

- 1 the law applying to that part of the UK, Channel Islands or Isle of Man in which you live, or
- 2 failing this, the law of England and Wales

In the absence of any written agreement to the contrary, the law proposed by us shall apply.

This insurance agreement cannot be modified except in writing and must be agreed and signed by the Insured and Inter Partner's authorised representative.



General Conditions

1. You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.
2. If you or anyone acting for you makes a claim which is false or fraudulent in any way, the policy shall become void and all claims under it shall be forfeited.
3. In the event of any circumstances likely to give rise to a claim you must:
 - (a) tell us as soon as reasonably possible, but in any event within 14 days of the date the incident occurred.
 - (b) tell the local police immediately if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons, vandals, riot, violent disorder, civil commotion, strike or labour disturbance, and keep a note of any reference number given to you.
 - (c) immediately send to us without acknowledging it, any writ, summons or any other communication which suggests that a claim will be made against you or a member of your family.
 - (d) take all reasonable steps to recover any property which has been lost.
 - (e) when asked, you must at all times provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require (including written estimates and proof of ownership or value).
 - (f) not leave property for us to deal with unless you have our permission.
4. You must tell us in writing as soon as possible about any change which may affect this policy. If you do not tell us, we can declare the policy as not valid or reduce the cover we provide. The facts we need are those which we consider important in assessing or accepting your insurance. If you are in any doubt as to whether to tell us about any change, you should tell us anyway.
5. If you have any other insurance covering anything insured by this policy, we will pay only our share of any claim.
6. With regard to any claims, we can do the following:
 - (a) we can enforce your rights against another person, for our own benefit, before or after we have settled a claim.
 - (b) we can negotiate, defend or settle in your name any claim made against you.
 - (c) we are entitled to the remains of any insured property for which we have paid a claim.
7. **Cancelling your policy**

You may cancel this policy or any part of it by telling us that you want to cancel. We may cancel this policy or any part of it at any time by giving you fourteen days' written notice to your last known address.

We will return part of the premium to cover the period from the date you or we cancel the policy, if the amount we owe is more than £5 and provided that you have not made a claim during the Period of Insurance. If you pay your premium every month and only cancel part of the policy, we will reduce your monthly premium by the appropriate amount. If you cancel the policy, it will not affect your rights or any claims you make before the date you cancel the policy.

General Conditions

continued

8. You must keep to all the terms of this policy. If you do not do this, it may make the contract invalid and you may not be able to make a claim.
9. You must not admit, deny, negotiate or settle any claim without written consent from us.
10. If there is any difference as to the amount to be paid, and liability having been admitted, the dispute will be referred to an arbitrator appointed jointly by you and us in accordance with the law at that time.
11.
 - (a) If the Insured is domiciled in England or Wales this policy shall be construed according to and governed by the law of England and the parties hereto submit to the jurisdiction of the English Courts.
 - (b) If the Insured is domiciled in Scotland this policy shall be construed according to and governed by the law of Scotland and the parties hereto submit to the jurisdiction of the Scottish Courts.
 - (c) If the Insured is domiciled in Northern Ireland this policy shall be construed according to and governed by the law of Northern Ireland and the parties hereto submit to the jurisdiction of the Northern Ireland Courts.
12. This Policy does not cover loss, destruction or damage to property, consequential loss or legal liability directly or indirectly caused by, or contributed to, or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as its true calendar date. Any subsequent loss, destruction or damage which is otherwise covered by the Policy is nevertheless insured.
13. If this policy covers property at more than one address then it will apply as if a separate policy had been issued in respect of each location.
14. The Contracts (Rights of Third Parties) Act 1999 is excluded from this insurance and the rights of any person company body or other party not named in the Schedule as the Policyholder or the Insured
 - (a) to enforce a term of this insurance
and/or
 - (b) not to have this insurance rescinded varied modified added to or altered in any way whatsoever without their consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act") including any subsequent enactment's repealing or otherwise amending the Act.are excluded from the insurance by this policy.
15. The Company shall not be liable in respect of any claim arising out of or in connection with the Data Protection Act 1998 or similar legislation.



General Exclusions

This insurance policy does not cover:

1. Radioactive Contamination

Any loss, damage or legal liability directly or indirectly caused by:

- (a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

2. (a) War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

(b) Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

- (i) the use or threat of force and/or violence
and/or
- (ii) harm or damage to life or to property (or the and/or biological threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

This paragraph (b) applies only in respect of the Buildings, Contents and Personal Possessions sections of this policy.

- (c) Any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

3. Sonic Bangs

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

4. Northern Ireland

Any loss, damage or legal liability directly or indirectly caused by riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting for political organisations.

General Exclusions

continued



5. Territorial Limit

Loss or damage arising from riot or civil commotion outside the United Kingdom.

6. Confiscation

Loss of damage caused by officials or authorities legally confiscating or holding your goods.

7. Damage That Already Exists and Deliberate Damage

- (a) any loss or damage which happened before the first Period of Insurance.
- (b) loss or damage you or any member of your family deliberately cause.

8. Deception

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

9. Wear and Tear

Any loss or damage caused by wear and tear, loss of value or anything which happens gradually.

10. Loss of Value and Consequential Loss

- (a) reduction in value resulting from the lost or damaged property being repaired or replaced; and
- (b) any loss or damage which results indirectly from anything insured by this policy.

11. Business Property and Legal Responsibility

- (a) any property you own, hold in trust or use in connection with any business, profession or trade other than provided for under paragraph 24 of the Contents Insurance Section.
- (b) any legal responsibility arising directly or indirectly from any business, profession or trade.

12. Matching Items

The cost of replacing any undamaged item or parts of items which form part of a set, collection, suite, carpet, curtains and other matching items if the loss or damage only affects one area or part and a replacement cannot be matched.

13. Pollution

Any loss, damage or legal liability directly or indirectly caused by pollution or contamination of buildings, structures, water, land or the atmosphere.

14. Policy Cover

Any risk not specified in this policy.

15. Malfunction or Defect

Any loss or damage caused by a malfunction or defect of any part of the Building or Contents of the home.