



Choices Extra

Home insurance policy

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you and your family comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or undertake further investigation.

Complaints procedure

We aim to give our customers a high standard of service at all times.

In you are unhappy with our service for any reason, initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed for any reason, you should write to:

The Managing Director
Intact Insurance Isle of Man Limited
P.O. Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

If you are still dissatisfied, you can ask the Financial Services Ombudsman to review your case. The FSO can be contacted as follows:

Email Address: ombudsman@iomoft.gov.im

Telephone Number: 01624 686500

The FSO will handle most complaints which you may have concerning a contract of personal insurance. There are, however, a few instances in which the FSO is not empowered to consider complaints.

Customer Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Intact Insurance Isle of Man Limited, part of Intact Financial Corporation. We provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with other companies.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

For marketing, you will always be given a choice over the use of your data.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of Intact Insurance Isle of Man Limited except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal

information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by Intact Insurance Isle of Man Limited?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a) If you believe that the information we hold about you is inaccurate, or;
 - b) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.

- d) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but

when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
Intact Insurance Isle of Man Limited
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

You may also email us at
IntactIOM@intactinsurance.co.uk

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to IntactIOM@intactinsurance.co.uk or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with IOM Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
First Floor, Prospect House
Prospect Hill
Douglas
Isle of Man
IM1 1ET

Website: <https://www.inforights.im/contact-us/>

Tel: +44 1624 693260

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Policy information

As a Intact Insurance Isle of Man Limited customer, **your family** has access to our legal advice helpline 24 hours a day, 365 days a year.

Whenever **you** need help, all **you** need to do is phone 01455 255121 (quoting number 33896).

Quote your policy number and tell **us** about **your** problem. **We** will do the rest.

We provide help with any personal legal problems, including tax.

For your protection, telephone calls may be recorded and monitored.

About your policy

Your policy is made up of the following.

The **schedule** which shows which sections of the policy wording apply to **you**, the sums insured and the premium **you** will pay. It will show any special terms which apply to **your** policy.

The policy **schedule** includes a **summary of limits** which shows any special limits which apply to the cover.

You should read the **schedule** and policy wording together.

Your policy tells **you** exactly what is and what is not covered, how **we** settle claims and other important information.

We have listed words with special meanings on pages 43 to 48.

They are printed in bold type whenever they appear in the policy.

We have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are also some general exclusions which apply to **your** policy and **we** have listed these on page 42.

Keeping **your** sums insured up to date.

You must make sure that **you** keep **your** sums insured up to date.

Please refer to the renewal or review **schedule** for details and for information on how **we** index link **your** policy, if this applies.

The insurance contract

This policy is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance.

You must pay the premium for the **insurance period** and keep to all the conditions which are set out on pages 40 to 41.

If **you** do not meet **your** part of the contract, **we** may turn down a claim or increase the premium, or **you** may find that **you** are not covered.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

Intact Insurance Isle of Man Limited have produced this policy.

Authority to Renew

If we are willing to continue providing cover and we advise you beforehand of our renewal terms, you authorise us to renew this policy and any subsequent policy on expiry, in accordance with our renewal terms at that time, unless you advise us otherwise before the renewal date.

Intact Insurance Isle of Man Limited Registered in the Isle of Man No.521 Registered Office Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man, IM99 1BF. Authorised and regulated by the Isle of Man Government Financial Services Authority. Member of the Isle of Man Financial Services Ombudsman Bureau. Intact Insurance Isle of Man Limited is a member of Intact Financial Corporation.

How to make a claim

Follow the steps below.

- 1 In an emergency, **you** should take any immediate action which **you** need to protect **your** property from further damage, such as switching off the gas, electricity and water.
- 2 If the emergency situation simply contact the relevant services and contact us as soon as possible on 01624 645900.
- 3 Check **your schedule, your summary of limits** and policy wording to see if **you** are covered for the loss or damage. Read carefully any conditions that may apply and the sections in the policy headed 'What is not covered'.
- 4 Read the 'Claim conditions' on page 39 and follow any instructions given.
- 5 Contact **us** at the address and phone number shown on **your schedule** or contact **your** insurance adviser and quote **your** policy number for advice on policy cover and how to go ahead with **your** claim.
- 6 Please do not throw away any damaged items before **we** have had a chance to inspect them.

What **we** will do

(This will depend on the type of claim and the value involved).

- 1 **We** may be able to settle the claim from the information **you** have given on **your** claim form. This is why it is important to keep receipts, valuations and photographs of more expensive items to speed up the time it takes to settle the claim.
- 2 **You** may be able to start repairs straight away but **you** will need to get estimates for repairs first.
- 3 **We** may need to contact **you** for more information.
- 4 **We** may need to send a member of **our** claims staff or a loss adjuster to find out more about **your** claim. A loss adjuster specialises in dealing with insurance claims. He or she will report to **us**. **We** will pay any fee involved.

Our claims staff take pride in their service and will do all they can to help **you**.

Policy sections

Emergency assistance section

What is covered

- A **We** will provide cover up to the limit of £250 for **emergency repairs**.
- B **We** will arrange for overnight accommodation for **your family** if **we** accept that **your home** cannot be lived in because of the emergency.

What is not covered

Emergency assistance section - Claims settlement

We will pay the cost of the **emergency repairs** and overnight accommodation.

The most **we** will pay for any one claim is the sum insured shown on **your schedule**.

Buildings section

This part of the policy sets out the cover **we** provide for the **buildings** of **your home** if this section is shown on **your schedule**.

What is covered

Buildings

Damage caused by the following.

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3 Storm or flood.
- 4 Freezing water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.
- 7 Theft or attempted theft.

What is not covered

The **excess** shown in **your schedule**.

Damage caused by anything which happens gradually.

Damage caused by frost. Damage caused to fences, gates and hedges.

Damage to the appliance or system which the water or oil escapes from, except where the damage is caused by freezing. Loss or damage while your **home** is **unoccupied**. Damage caused by corrosion, rusting and wear and tear.

Loss or damage caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Loss or damage while your **home** is **unoccupied**.

Loss or damage caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Loss or damage while your **home** is **unoccupied**.

What is covered

- 8 Subsidence or heave of the land on which the **buildings** stand, or of land belonging to the **buildings**, or landslip.

Subsidence means downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Heave means upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Landslip means downward movement of sloping ground.

- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment, their fittings or masts.
- 11 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting the **buildings**.

Extra cover

- 12 **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from **your home** which **your family** is legally responsible for.

What is not covered

The subsidence, heave or landslip **excess** shown in **your schedule**. Damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.

Damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Damage caused by new structures bedding down or newly made-up ground settling.

Damage caused by the coast or a river bank being worn away.

Damage caused by or from **your home** being altered or repaired.

Damage caused by or from faulty workmanship, design or materials.

Loss or damage caused by chemicals reacting with any materials which the **home** is built from.

Damage caused by pets, insects or vermin.

The **excess** shown in **your schedule**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of this section.

What is covered

13 Accidental breakage of glass, ceramic hobs if fitted, sanitary ware and solar heating panels fixed to and forming part of **your home**.

14 Cover during sale.

If **you** sell **your home** and, between the date **you** exchange contracts and the date **you** complete the sale, it is damaged by anything under risks 1 to 13 of this section, **we** will provide cover for the person buying **your home** when the sale has been completed.

15 Short-term accommodation costs and rent.

If **your house** cannot be lived in because of damage by any of the risks 1 to 13, and 17 (if the cover is 'Accidental damage') of this section, **we** will pay:

- the reasonable cost of similar short-term accommodation for **your family** who normally live in **your home**;
- the rent **you** would have received but have lost including up to two years' ground rent.

16 Legal fees which **you** have to pay to repossess **your home** if squatters are living in it.

17 **Accidental damage.**

We provide cover under this paragraph as well as cover under **Buildings** - risks 1-16, if **your schedule** shows the cover is 'Accidental damage'.

What is not covered

Loss or damage while your **home** is **unoccupied**.

This cover does not apply if insurance on the **buildings** of the **home** has been arranged by or for the buyer.

Any costs **your family** should pay once **your home** can be lived in again.

Any costs **you** agree to pay without **our** written permission.

The most **we** will pay for any claim is the limit shown on **your summary of limits**.

Any fees **you** agree to pay without **our** written permission.

The most **we** will pay is the limit shown on **your summary of limits**.

Loss or damage while your **home** is **unoccupied**.

Damage caused by anyone to whom **your home** or any part of it is lent or let.

Damage caused by wear and tear, insects, vermin, fungus, damp, or anything which happens gradually.

Damage caused by or from **your home** being altered or repaired.

What is covered

18 Trace and Access.

We will pay the cost of removing and replacing any part of the buildings necessary to repair a household heating or water system, which has caused an escape of water or oil.

Legal responsibilities as **owner**.

Your legal responsibility to pay damages or costs to others which are the result of:

- accidental death, disease, illness or injury to anyone; or
- **accidental damage** to property.

A **We** will pay up to the limit shown in **your summary of limits** for this cover for any single event that happens during any **insurance period** if **you** are the **owner** (not the **occupier**) of the **home** and its land.

What is not covered

Damage caused by or from faulty workmanship, design or materials.

Damage caused by or from movement, settlement or shrinkage of any part of the **buildings** or of the land belonging to the **buildings**.

Damage caused by pets.

The cost of maintenance and normal redecoration.

Loss or damage caused by chemicals reacting with any materials which the **home** is built from.

Anything under the 'What is not covered' paragraphs of risks 1 to 16 of the **buildings** section.

The excess shown in your schedule.

Any costs in excess of £2,500 for any one incident.

The cost of repairing the source of the leak unless caused by loss or damage covered under The Buildings Section.

Anything belonging to any of **your family** or anything it is responsible for.

Injury, death, disease or illness to anyone employed by any of **your family**.

Any of **your family** owning or using any lift (except stairlifts).

Any agreement or contract which adds any responsibility which **you** would not have had otherwise.

Any responsibility resulting from any of **your family's** employment, business or profession.

Injury, death, disease or illness to any of **your family**.

Any defence costs and expenses **you** pay or agree to pay without **our** written permission.

Damage, injury, death, illness or disease which happens outside any **insurance period**.

What is covered

B **We** will pay up to the limit shown in **your summary of limits** for this cover for any single event that happens during any **insurance period** and is caused by **you** having owned and lived in any home in the past, and which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

We will only pay if:

- at the time of the event, **you** no longer have a legal title or any other interest in that home; and
- there is no other insurance which covers your legal responsibility.

If this policy is cancelled when **you** sell **your home**, **you** will be insured for up to 7 years under the terms of paragraph b, as long as **you** do not have this cover under another policy.

If something has already happened which is covered under this paragraph, but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

What is not covered

Buildings section - Claims settlement

How **we** settle claims under the Buildings section

As long as the damage is covered under **your** policy, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, including **fees and other costs**. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will take off an amount for wear and tear.

If **your** sum insured is too low

If at the time of any loss or damage the sum insured is less than the **full rebuilding cost**, **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of rebuilding, **we** will only pay 80% of **your** claim.

If repairs or replacement are not carried out

If **you** do not repair or replace the **buildings**, **we** will pay the reduction in market value of the **buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

Building regulations, local authority or legal conditions

We will not pay the cost of meeting building regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **buildings**.

We will not pay if the value of **your buildings** is reduced because **you** have repaired or replaced the **buildings**.

Excess

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

What **we** will pay

The most **we** will pay for any one claim under risks 1 to 14 and 17, including **fees and other costs**, is the **buildings** sum insured shown on **your schedule**. There may be special limits shown on **your schedule**.

The sum insured on **buildings** will not be reduced after a claim is paid.

Trees, shrubs, plants and lawns section

This part of the policy sets out the cover for trees, shrubs, plants and lawns. It only applies if the section trees, shrubs, plants and lawns appears on **your schedule**.

What is covered

Trees, shrubs, plants and lawns

Damage caused by the following.

- 1 Fire, lightning, explosion, earthquake.
- 2 Riot, civil commotion, strike, labour or political disturbance.
- 3 Malicious people or vandals.
- 4 Theft or attempted theft.
- 5 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting **your** trees, shrubs, plants and lawns.

What is not covered

The **excess** shown in **your schedule**.

The most **we** will pay is the limit shown on **your schedule**.

Damage caused by pets, insects or vermin.

Trees, shrubs, plants and lawns section - Claims settlement

How **we** settle claims under the trees, shrubs, plants and lawns section.

We will pay the cost of repairing or replacing the damaged parts of the trees, shrubs, plants or lawns.

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

The most **we** will pay for any claim under this section is the sum insured shown on **your schedule**.

Contents section

This part of the policy sets out the cover **we** provide for the **contents** in **your home** if this section is shown on **your schedule**.

What is covered

Contents in **your home**.

Loss or damage caused by the following:

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3 Storm or flood.
- 4 Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.

- 7 Theft or attempted theft.

What is not covered

The **excess** shown in **your schedule**.

Loss or damage caused by anything which happens gradually.

Damage to the appliance or system which the water or oil escapes from.

Loss or damage while your **home** is **unoccupied**.

Loss or damage caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Loss or damage while your **home** is **unoccupied**.

Loss or damage caused by any of **your family** or domestic employees who live with **you**.

Unless force and violence are used to get into or out of **your home**, **we** will not pay for loss or damage caused by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Loss or damage while your **home** is **unoccupied**.

The most **we** will pay for any claim for loss or damage from any outbuilding is the limit shown on **your summary of limits**.

For theft of **credit cards** **we** will not pay for loss which results from any cardholder not following the card company's terms and conditions.

What is covered

- 8 Subsidence or heave of the land on which **your home** stands, or land belonging to **your home**, or landslide.

Subsidence means downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Heave means upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Landslip means downward movement of sloping ground.

- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment, their fittings or masts.
- 11 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting **your home** or **your contents**.

Extra cover

- 12 **Contents in the garden.**

Loss or damage to **contents in the garden** by any of the risks 1 to 11 of this section.

- 13 **Contents** temporarily away from **your home**.

Loss or damage caused by any of the risks 1 to 11 of this section while they are temporarily:

- A) in a bank, safe deposit or occupied private house or in any other building where any of **your family** are living or carrying on any business within the **EU**; or
- B) elsewhere in the **EU**.

What is not covered

Loss or damage caused by new structures bedding down or newly made-up ground settling.

Loss or damage caused because solid floors have moved unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Loss or damage caused by the coast or a river bank being worn away.

Loss or damage caused by or from **your home** being demolished, altered or repaired.

Loss or damage caused by or from faulty workmanship, design or materials.

Loss or damage caused by chemicals reacting with any materials which **your home** is built from.

Loss or damage caused by pets, insects or vermin.

The **excess** shown in **your schedule**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of this section.

Loss or damage caused by storm, flood or frost.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Money and credit cards.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

What is covered

14 Contents when you move home.

Accidental loss or damage caused while a professional removal firm is moving **your contents** by road from **your home** to another permanent home in the **British Isles**.

15 Short-term accommodation costs.

If **your home** cannot be lived in because of loss or damage caused by any of risks 1 to 11, and 26 (if the cover is '**Accidental damage**') of this section, **we** will pay the reasonable cost of similar short-term accommodation for **your family**.

16 Locks and keys.

If **you** lose the keys to the inside and outside doors of **your home** or to safes or alarms in **your home** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:

- changing parts of the locks; or
- replacing the locks, if **we** choose.

What is not covered

Loss or damage while the **contents** are in storage.

Loss or damage caused by storm or flood to **contents** not in a building.

The most **we** will pay for loss or damage caused to **contents** belonging to any of **your family** while they are living away from **home** at university or college is the limit shown on **your summary of limits**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.

Loss or damage to china, glass, pottery or other items which are brittle unless they have been packed by professional packers.

Loss or damage while **your contents** are in storage or being moved to or from storage.

Loss of **money** and **credit cards**.

Loss or damage caused by damp, vermin, fungus.

Any costs **your family** would have to pay once **your home** can be lived in again.

Any costs **you** agree to pay without **our** written permission.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

What is covered

- 17 Metered water and oil.
- A) Loss of metered water in **your home** by any of risks 1 to 11 of this section.
- B) The cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation.
- 18 Food in a freezer in **your home**.
- The cost of replacing food and of hiring another freezer temporarily if the temperature in **your freezer** goes up or down, or if the food is contaminated by refrigerant or refrigerant fumes.
- 19 Accidental loss or damage to satellite receiving equipment which is permanently fixed to the outside of **your home**.
- 20 **Accidental damage** to televisions, videos, audio and computer equipment and their aerials in **your home**.
- 21 Accidental breakage of mirrors, plate glass tops to furniture, ceramic hobs and fixed glass in furniture in **your home**.
- 22 Loss or damage caused by any of the risks 1 to 11 of the **contents** section and **accidental damage** to **business equipment**.
- 23 Replacing documents.
- The cost of replacing deeds, bonds, **securities** or similar private documents if they are lost or damaged by any of risks 1 to 11 of this section, while in **your home** or kept with **your mortgage lender**, bank or solicitor.

What is not covered

- Loss or damage while your **home** is **unoccupied**.
- The most **we** will pay for any one claim is the limit shown on **your summary of limits**.
- Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to **your home**.
- Loss or damage due to deliberate neglect by **your family**.
- The most **we** will pay for any one claim is the limit shown on **your summary of limits**.
- Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.
- Loss or damage while your **home** is **unoccupied**.
- Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown and anything which happens gradually.
- Loss or damage while your **home** is **unoccupied**.
- The most **we** will pay for any one claim is the limit shown on **your summary of limits**.
- Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.
- Securities** or bonds which **you** can easily spend or convert into their face value.

What is covered

24 Christmas and wedding gifts.

We automatically increase the **contents** sum insured by the amount shown on **your summary of limits** in the following circumstances.

- A) During December for Christmas gifts.
- B) During the period one month before and one month after the wedding of any member of **your family**. **We** insure wedding gifts against loss or damage by any of risks 1 to 11 of this section when they are:
 - in **your home**;
 - in the building where the wedding reception is held;
 - in the new home of the bride and groom; or
 - being transported between any of the places described above.

25 **Your** legal responsibility as tenant of **your home** (not the **owner** or landlord) for the following.

- A) Damage to **your home** caused by:
 - storm or flood;
 - freezing water in fixed water or heating systems;
 - water escaping from washing machines, dishwashers, fixed water or fixed heating systems;
 - oil escaping from a fixed heating system;

What is not covered

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Loss or damage while your **home** is **unoccupied**.

Damage caused by frost.

Damage caused by a storm or flood or falling trees or branches to fences, gates and hedges.

Theft or attempted theft by **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Damage by wear and tear or anything which happens gradually.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

What is covered

- riot, civil commotion, strike, labour or political disturbance;
- malicious people or vandals;
- theft or attempted theft;
- falling trees or branches;
- falling aerials or satellite receiving equipment, their fittings or masts.

- B) **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from **your home**.
- C) Accidental breakage of glass or sanitary ware fixed to and forming part of **your home**.
- D) Damage to tenants' improvements and decorating inside the **home** and landlords' fixtures and fittings for which **your family** is responsible.

26 Accidental damage.

We provide cover under this paragraph as well as cover under **Contents** - risks 1 to 25, if **your schedule** shows the cover is '**Accidental damage**'.

27 Emergency Travel Expenses.

If during a journey from the **Isle of Man** to the **United Kingdom**, **you** or **your family** become ill, are accidentally injured or die, **we** will pay for **emergency travel expenses** up to £10,000 each.

What is not covered

Damage to clothing and food.

Damage to **childrens' motorcycles**.

Damage caused by anyone to whom **your home** or any part of it is lent or let.

Damage caused by wear and tear, damp, vermin, fungus, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Loss or damage while your **home** is **unoccupied**.

Damage caused by pets. Anything under the 'What is not covered' paragraphs of risks 1 to 24 of the **contents** section.

Anything relating to this cover which is more specifically insured under a travel insurance policy.

Any incidents which occur outside the **United Kingdom**.

What is covered

Legal responsibilities as **occupier**, in **your** personal life and as an employer to domestic employees.

The legal responsibility of any of **your family** to pay damages or costs to others which are the result of:

- accidental death, disease, illness or injury to anyone; or
- **accidental damage** to property.

We will pay up to the limit shown in **your summary of limits** for any single event that happens during any **insurance period** caused by:

- A **you** as **occupier** of **your home** and its land;
- B any of **your family** in their personal life; or
- C **your family** as an employer to any of **your** domestic employees, in the **EU** or worldwide during a temporary visit.

If something has already happened which is covered under this paragraph but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

What is not covered

Anything belonging to any of **your family** or anything it is responsible for.

Injury, death, disease or illness to any of **your family**.

Any responsibility resulting from any of **your family's** employment, business or profession. Any of **your family** owning or using any lift, motorised vehicle (except garden machinery, stairlifts, **childrens' motorcycles** and

pedestrian-controlled vehicles used in or about the **home**), caravans, trailers, aircraft, hovercraft, jetskis or boats (except hand-propelled boats).

Any responsibility to any of **your family's** employees which **you** need compulsory insurance or security for under any road traffic law.

Any agreement or contract which adds any responsibility which **your family** would not have had otherwise.

Anything caused directly or indirectly from any of **your family** passing on or being treated for any disease or virus.

Any responsibility as an employer to anyone employed by any of **your family** in any business or profession. This does not include domestic employees.

Injury, death, disease, illness or damage caused by any dog **your family** owns or is legally responsible for if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.

Any defence costs and expenses **you** agree to pay without **our** written permission.

Damage, injury, death, illness or disease which happens outside any **insurance period**.

Any liability arising from the ownership of land not forming part of **your home**. Damage, injury, death, illness or disease caused by using horses for racing or steeplechasing.

Contents section - Claims settlement

How **we** settle claims under the Contents section

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item, except for **household linen**, clothing and **pedal cycles**. **We** will take off an amount for wear and tear for these items.

If **your** sum insured is too low

If, when the loss or damage happens, the sum insured on **your schedule** is less than the cost of replacing all the **contents** as new (less an amount **we** take off for wear and tear on **household linen**, clothing and **pedal cycles**), **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of replacing the **contents**, **we** will only pay 80% of **your** claim.

The most **we** will pay

The most **we** will pay for any one claim for **contents** is the **contents** sum insured shown on **your schedule**.

There are special limits shown on **your schedule**.

Excess

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

The sum insured on **contents** will not be reduced after a claim is paid.

Students' contents and pedal cycles section

This part of the policy sets out the cover **we** provide for students' **contents** and **pedal cycles** if this section is shown on **your schedule**.

What is covered

- A Loss or damage caused by any of the risks 1 to 11 of the **contents** section to **contents** which belong to or are the legal responsibility of students in **your family** while the **contents** are temporarily:
- in a private house;
 - in any other building where any of **your family** are living or studying, while they are away from **home** at university, college or school; or
- B Accidental loss of or damage to **pedal cycles** belonging to students in **your family**, or which they are legally responsible for, while in the **EU**.

What is not covered

The **excess** shown in **your schedule**

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

Sports equipment

Money and credit cards.

Loss or damage while your **home** is **unoccupied**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.

Any loss or damage outside the **EU**.

The **excess** shown in **your schedule** Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official organisation confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

Loss or damage while any **pedal cycle** is being used for racing.

When the **pedal cycles** are in a building where **you** are living, loss or damage while your **home** is **unoccupied**.

Loss of any unattended **pedal cycle** unless it is in a building or securely locked to a permanent fixture.

Students' contents and pedal cycles section - Claims settlement

If an item can be repaired economically, **we** will pay the cost of the repair. If not, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item. This does not apply to **household linen**, clothing and **pedal cycles**. **We** will take off an amount for wear and tear for these items.

We will take off the **excess** from the amount **we** pay.

The most **we** will pay for any one claim for students' **contents** and **pedal cycles** is the sum insured shown on **your schedule**.

There are special limits which apply to this section which are shown on **your schedule**.

Business use section

This part of the policy sets out the cover for business use.

It only applies if the section business use appears on **your schedule**.

What is covered

- A Loss or damage caused by any of the risks 1 to 11 of the **contents** section and **accidental damage to business equipment in your home**.
- B Loss or damage caused by any of the risks 1 to 11 of the **contents** section to **business stock and materials** and **business petty cash** in **your home**.

What is not covered

The **excess** shown in **your schedule**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Business use section - Claims settlement

The most **we** will pay for any one claim under the business use section is the limit shown on **your schedule** against **business equipment, business stock and materials** and **business petty cash**.

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

Personal belongings section

Extra options

Pages 35 to 37 set out the extra options which **you** can take out if **you** have selected **Contents** cover. They are included if they are shown on **your schedule**.

This part of the policy sets out the cover **we** provide for **personal belongings** and **money** and **credit cards** in or away from **your home**, if this section is shown on **your schedule**.

What is covered

Personal belongings

- 1A Loss or damage to **personal belongings** in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

What is not covered

The **excess** shown in **your schedule**.

Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, renovation or restoration, mechanical or electrical breakdown.

Customs, or other official body confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

When the belongings are in **your home**, loss or damage while your **home** is **unoccupied**. The most **we** will pay if someone steals or tries to steal **your family's personal belongings** whilst in an unattended motor vehicle is the limit shown on **your summary of limits**. **Personal belongings** permanently in any premises **your family** owns, leases or rents except the **house** shown on **your schedule**.

Money

- 1B Loss of **money** in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

The **excess** shown in **your schedule**. Confiscation, loss of value or loss due to incorrect receipts, payments or accountancy. When the **money** is in **your home**, loss or damage while your **home** is **unoccupied**.

Loss in the value of **money**.

Credit cards

- 1C Loss because the **credit cards** have been used without the permission of any of the cardholders in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

The **excess** shown in **your schedule**.

Illegal use by any of **your family**.

Loss which results from any cardholder not following the card company's terms and conditions.

When the **credit cards** are in **your home**, loss or damage while your **home** is **unoccupied**.

This part of the policy sets out the cover **we** provide for **sports equipment** in or away from **your home**, if **'sports equipment'** is shown under **your Personal belongings** section.

What is covered

Sports equipment

- 2 Accidental loss of or damage to **sports equipment** which belongs to **your family**, or which it is legally responsible for, in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

What is not covered

The **excess** shown in **your schedule**. Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official body confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

Motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them.

Clothing other than specialised sports clothing.

Loss or damage while taking part in organised racing (other than on foot) or professional sport.

Loss or damage caused by anyone abandoning the equipment.

Loss or damage caused deliberately by anyone using the equipment.

When the property is in **your home**, loss or damage while your **home** is **unoccupied**.

The most **we** will pay if someone steals or tries to steal the **sports equipment** while in an unattended motor vehicle is the limit shown on **your summary of limits**.

This part of the policy sets out the cover **we** provide for **pedal cycles** in or away from **your home**, if 'pedal cycles' is shown under **your Personal belongings** section.

What is covered

Pedal cycles

- 3 Accidental loss of or damage to **pedal cycles** belonging to **your family**, or which it is legally responsible for, in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

What is not covered

The **excess** shown in **your schedule**. Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official organisation confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets. Loss or damage while any **pedal cycle** is being used for racing.

When the **pedal cycles** are in **your home**, loss or damage while your **home** is **unoccupied**.

Loss of any unattended **pedal cycle** unless in a building or securely locked to a permanent fixture.

Personal belongings section - Claims settlement

How **we** settle claims under the Personal belongings section

If any item has been damaged and it can be repaired economically, **we** will pay the cost of repair.

Otherwise, **we** will replace it with a new item if **we** choose, or pay the replacement cost of a new item except for clothing.

For clothing (including specialised sports clothing) and **pedal cycles**, **we** will take off an amount for wear and tear.

Excess

We will take off the **excess** from any amount **we** pay.

The most **we** will pay

There are special limits which apply to this section which are shown on **your schedule**.

The most **we** will pay for any one claim is the sum insured shown on **your schedule**.

Policy information

Claim conditions

These are the claims conditions **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

What to do

If someone is holding any of **your family** responsible for an injury or any damage, nobody in **your family** must admit they were responsible. Tell **us** as soon as possible and give **us** full details in writing as soon as **you** can. If any of **your family** receive any writ, summons or other legal document, send it to **us** straight away without answering it.

If **you** find a **credit card** is missing, tell the credit card company immediately. Then tell **us** as soon as **you** can.

If **you** or **your family** are the victims of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your home**, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in case of riot tell **us** immediately.

For any other claims, tell **us** as soon as possible.

Rights and responsibilities

We may need to get into a building that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

We have the right, at **our** expense and in **your** name to:

- take over the defence or settlement of any claim;
- start legal action in **your** name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must give **us**, and pay for, all the information **we** reasonably ask for about any claim. **You** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

Policy conditions

These are the other conditions **you** must keep to as **your** part of the contract.

Taking care

Your family must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. **Your family** must keep all the property in good condition and in good repair.

Changes in **your** circumstances

Using the address on the front of **your** schedule, **you** must tell **us** within 30 days as soon as **you** know about any of the following changes:

- A permanent change of address.
- If someone lives in **your home** other than **you** or **your family**.
- If the **home** is used for any business or professional purposes.
- If **your home** is going to be **unoccupied**. For the purposes of this condition unoccupied means **your home** is going to be left without any occupants for more than a total of 60 days in any **insurance period**.
- If the **home** is not in a good state of repair.
- Work on the **home** other than routine maintenance or decoration.
- **you** or any member of **your family** has received a conviction for any offence except for driving
- Any change in the sum insured.

We may reassess **your** cover, terms and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about any changes, or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Transferring **your** interest in the policy

You cannot transfer **your** interest in the policy to anyone else unless **you** get **our** written permission.

Cancelling the policy

You may cancel this policy by giving **us** 14 days' written notice. If **you** cancel the policy, **we** will refund part of **your** premium for the rest of the current **insurance period**. **We** will only do this if **you** have not claimed during the **insurance period**.

If **you** cancel the policy within the first 30 days, as long as **you** have not made a claim, **we** will refund all the premium **you** paid.

We can cancel this policy by giving **you** at least 14 days notice at **your** last known address. This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**.

Cancelling the monthly premium instalment agreement

Your policy has a normal **insurance period** of twelve months so **your** legal contract with **us** is for this period. **We** may have agreed to **you** paying **your** premium in monthly instalments.

If **you** miss a monthly premium, **we** will send **you** a notice asking **you** to pay the premium **you** have missed. If **you** do not pay the premiums **you** have missed by the date given in the notice, **we** will cancel all the cover under **your** policy.

If **you** want to cancel the credit agreement but not **your** policy, **you** must write to **us** at the address given on **your** schedule. **We** will then send **you** a reply telling **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then **we** will cancel all cover under **your** policy.

If **you** want to cancel the monthly premium instalment agreement, **you** should also tell **your** bank, building society or Girobank to cancel **your** direct debit arrangement.

Fraud

If any claim is fraudulent or if **your family** or anyone acting for **your family** is dishonest in claiming any benefit under **your** policy, **you** will lose all benefits under **your** policy.

Also read the conditions in the section 'Claim conditions'.

Government Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

Policy exclusions

These are the exclusions which apply to all the sections of **your** policy.

Radioactive contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

War risks

Any loss or damage caused by any sort of war, invasion or revolution.

Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,
 - and which was not the result of an intentional act,
 - and, which occurs during any **insurance period**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Matching items

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

Existing and deliberate damage

We will not pay for any loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by **your family**.

Cyber exclusion

Cyber attack

Any loss, damage, liability, claim, demand, cost (including legal costs) or expense of any kind directly or indirectly caused by, resulting from or in connection with a cyber-attack which is targeted or brought against a public or private utility company or network operator of any kind (including without limitation gas, electricity, water and sewerage), or local, national or multinational governmental authority, agency or other public body.

For the purposes of this exclusion, "cyber attack" means any assault or attempt to expose, alter, disable, destroy, steal or gain unauthorised access by any person or organisation (including cybercriminals) using one or more computers or devices against a single or multiple computers or networks, systems or infrastructure.

Terrorism

This insurance does not cover any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Uninsurable risks

Any loss, damage, liability, cost, or expense of any kind directly or indirectly caused by or resulting from:

- any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay, or deterioration
- frost, damp, fungus, mould or condensation
- rot, unless it's:
 - i) caused directly by an escape of water, storm or flood incident specifically covered by this policy, and
 - ii) notified to us as soon as any sign of water damage or rot is apparent
- insects or moths
- any reduction in an item's value caused by repairing your contents, or a drop in the market value of your home caused by rebuilding or repairing damage to your buildings.

Any loss, damage, liability, cost, or expense of any kind directly or indirectly caused by, or resulting from, the following (except as covered by Home Emergency Cover if you've chosen this for your policy):

- any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting or feeding
- mechanical, electrical, or electronic fault or breakdown
- poor or faulty design, workmanship, or materials.

Words with special meanings

Any word defined below will have the same meaning wherever it is shown in **your** policy in bold print.

Word

Accidental damage

British Isles

Buildings

Business equipment

Business materials

Business petty cash

Business stock

Children's motorcycle

Computer viruses

Meaning

Visible damage which has not been caused on purpose.

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

The **home**, its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, drives, swimming pools, tennis courts, walls, fences, gates and hedges, including landlord's fixtures and fittings, all on the same site and all used for domestic purposes or for clerical business work only.

Buildings does not include the following:

- aerials, satellite receiving equipment, their fittings or masts.

Furniture, office machines, equipment and stationery used for business purposes which belong to, or are the legal responsibility of, **your family** and which **you** keep in **your home**. All of these items must be connected to a business **you** run from **your home**.

Raw goods **you** keep in the **home** and use for making finished products which **you** sell or supply as part of the business **you** run from **your home**.

Current bank notes and coins **you** keep in the **home** for the business **you** run from **your home**.

Finished goods **you** sell or supply that **you** keep at **home**. These goods must be connected to the business **you** run from **your home**.

Any motorcycle with a 50cc or less engine which has not been registered to use on a public road.

Any program or software which prevents any operating system, computer program or software working properly or working at all.

Word

Contents

Meaning

Household goods, **valuables**, **household linen**, aerials and satellite receiving equipment, **personal belongings**, **sports equipment** and **pedal cycles** in **your home** owned by any of **your family** or domestic employees who live with **you**, or for which they are legally responsible, including personal **money**, **credit cards** and visitor's **personal belongings** not otherwise insured (up to the limits shown on **your summary of limits**).

Contents does not include the following:

- motorised vehicles (other than garden machinery, **childrens' motorcycles**, golf buggies and pedestrian-controlled vehicles), caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them (other than entertainment equipment **you** can take with **you** when **you** leave **your** vehicle);
- landlord's fixtures and fittings which **you** are responsible for;
- animals;
- plants, shrubs and trees in the garden;
- anything **your family** use for any trade or business purposes, except where **we** give special cover for **business equipment** under risk 22, or where the Business Use section is shown on **your schedule**;
- any items for which special insurance cover has been arranged by any of **your family**;
- garden ornaments and fountains which are fitted into the ground.

Contents in the open on land belonging to **your home**.

Credit, debit, charge, cheque, bankers, or cash dispenser cards all issued in the **British Isles** belonging to **you** or any member of **your family**.

Credit cards cover does not include the following:

- **Credit cards** held for trade or business purposes.

Contents in the garden

Credit cards

Word

Emergency repairs

Emergency Travel Expenses

Endorsement

Equipment

EU

Excess

Fees and other costs

Meaning

Any necessary temporary or permanent work to protect **your buildings** or **your contents** following a sudden or unexpected event which creates the risk of damage or a possible risk to the health of **your family** or any other person.

The extra cost of travel, accommodation and rescue to send **you** back to the Isle of Man.

We will take off any amount **you** can get back from elsewhere.

This cover applies to any member of **your family** or any relative or friend who has to travel or stay with **you**. If **you** die, **we** will pay for the cost of funeral expenses in the United Kingdom, or the cost of transporting **your** body or ashes and **your personal belongings** from the **United Kingdom** to the **Isle of Man**.

A change **we** or **our** agent make in writing to the policy.

Computers and anything else insured by the policy which has a microchip in it. Microchips include integrated circuits and microcontrollers. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

The **British Isles** and any country which is a member of the European Union.

The first part of any claim which **you** must pay.

Architects', surveyors' and legal fees, the cost of demolition, shoring up, propping up and taking away any damaged parts of the **buildings**, which **you** have to pay to repair or replace the **buildings**.

Fees and other costs does not include;

- those which **you** have to pay to make a claim; and
- those which **you** agree to pay without **our** permission.

Word

Full rebuilding cost

Home

House

Household linen

Insurance period

Money

Occupier

Our, us, we

Owner

Partner

Pedal cycle

Meaning

The cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new. This includes **fees and other costs** and the cost of meeting Local Authority and other legal requirements.

Your house, its garages, greenhouses and outbuildings, as long as **your family** does not use any of them for trade or business, except clerical business work only.

Where **your family** lives at the address shown on **your schedule**.

Towels, bed and table linen.

Your policy runs for 12 months from the start date shown on **your schedule**. It also includes any further period which **you** pay for, and for which **we** accept **your** premium.

Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, postal and money orders, premium bonds, luncheon vouchers, phone cards, season travel tickets and gift tokens.

Money does not include the following:

- **Money** held for trade or business purposes;
- Promotional vouchers, Air Miles vouchers, store points, lottery tickets, scratchcards and raffle tickets.

Someone who lives in the **home** with the **owner's** permission or has legal control over the **home**.

Intact Insurance Isle of Man Limited.

Someone who legally owns the **home**.

A person who **you** live with and have had a continuous relationship with.

Any bicycle which is not motorised except e-bikes and electrically powered pedal cycles, and which **your family** owns or is legally responsible for.

Word

Personal belongings

Meaning

Personal items any of **your family** own or for which they are legally responsible.

Personal belongings does not include the following:

- motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them (other than entertainment equipment **you** can take with **you** when **you** leave **your** vehicle);
- animals;
- securities;
- household goods and domestic equipment;
- property used for any trade or business purposes;
- china, glass and pottery;
- contact lenses;
- **pedal cycles;**
- **money** and **credit cards;**
- sports equipment;
- satellite-receiving equipment fixed to the outside of **your home;**
- any items for which special insurance cover has been arranged by any of **your family**.

Schedule

New policy, **endorsement**, renewal or review notice.

Securities

Any document or certificate which is proof of **money** owed to any of **your family**.

Sports equipment

Any items **you** use to take part in a sporting activity including specialised sports clothing.

Summary of limits

Sports equipment does not include the following:

- Motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them.
- **Pedal cycles.**
- **Money** and **credit cards.**

Word

Unoccupied

Valuables

You, your

Your family

Meaning

When **your home** has not been lived in by **your family** or by anyone who has **your** permission, for more than 45 days in a row. Lived in means slept in frequently.

Jewellery, watches, clocks, articles of precious metal, pictures and furs.

The person or people named as policyholder on **your schedule**.

You, your husband, wife, **partner**, children (including adopted and foster children), parents and relatives, who all normally live with **you**.

Legal expenses section

Glossary of legal terms

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **your family**, if this section is shown on **your schedule**.

The following is a glossary of some legal terms we have used in this section.

Word

Arbitration

Disbursements

Expert witness

Meaning

A meeting held in private to settle a dispute about the policy. This is less formal than a **court** hearing.

Money that **your** solicitor has spent on **your** behalf in dealing with **your** case. These amounts are different from **your** solicitor's own fees and will be shown as a separate item on **your** solicitor's bill.

A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in **court**.

Words with special meanings

Words with special meanings are printed in **bold** and will have the meanings shown for those words (as set out on pages 43 to 48). However the words that are set out below have meanings that only apply to this section of the policy.

Word

Any one claim

Court

Full enquiry

Goods

Legal expenses

Legal proceedings

Representative

Territorial limits

We, us, our

You, your

Meaning

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

A **court** or other appropriate authority.

Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of **your** tax affairs in detail.

Items **you** own or for which **you** are legally responsible, except motorised vehicles or parts of them, land, buildings, or items used for business purposes.

Your representative's fees, costs and **disbursements** which **we** have agreed or the costs of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes costs following an 'out-of-court' settlement to which **we** have agreed. This does not include any damages, fines or penalties **you** have to pay.

Legal action in a civil **court** to protect **your** rights in a dispute.

The solicitor or other suitably-qualified person appointed to act for **you**.

Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and Islands in the Mediterranean.

Intact Insurance Isle of Man Limited.

The person or people included within the meaning of **you**, **your** on page 48, and the members of **your family** as explained on page 48.

Legal expenses policy

What is covered

We provide the following cover for **legal expenses** up to the sum insured shown on **your schedule** in total for **any one claim**. The cause of the action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**. **You** must have told **us** about the claim within six months of the cause of action arising. **We** must have given **our** agreement to support **your** claim.

A Personal injury

The cost of **you** taking **legal proceedings** against another person or organisation as a result of an event which causes **your** death, or bodily injury.

B Consumer protection

- 1) The cost of **your** taking **legal proceedings** against another person or organisation as a result of:
 - A) a dispute over a contract for buying, selling or renting **goods** or services;
 - B) a person or organisation breaking the requirements of Part II, section 13 of the Data Protection Act 1998; and where breaking those requirements results in **your** losing money.

What is not covered

Anything which is excluded on page 55 of this section and the policy exclusions on page 42.

Defending civil **legal proceedings** that are connected with:

- death, disease or illness of or bodily injury to anyone; or
- loss or destruction of, or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).
- Any claim to do with a motor vehicle, its parts or accessories (except a claim against another person or organisation for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle).

Any claim where the amount in dispute is less than £250.

Anything which is excluded on page 55 of this policy.

Any dispute over a contract which arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.

Any matter connected with a money-making activity.

Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. (This does not apply to common home-improvements such as installing double-glazing or replacing kitchens or bathrooms.)

What is covered

- 2) The cost of defending a legal action brought against **you** as a result of a dispute over a contract for buying, selling or renting **goods** or services.

C Residential

- 1) The cost of **your** taking **legal proceedings** against another person or organisation as a result of:
 - A) a person or organisation interfering with **your** legal rights relating to **your home**, (**you** must be legally entitled to live in the **home**);
 - B) a dispute over a contract in **your** name to buy or sell **your home** or former **home** or to rent **your home** as a tenant; or
 - C) an event which causes loss of or damage to **your home**.
- 2) the cost of defending legal action brought against **you** as a result of:
 - A) **you** allegedly interfering with another person's legal rights in connection with **you** owning or living in **your home**. **You** must be legally entitled to live in the **home**.
 - B) a dispute over a contract in **your** name to buy or sell **your home** or former **home** or to rent **your home** as a tenant.

What is not covered

Any dispute connected with letting, subletting, or allowing another person to live in **your home**.

Anything to do with a motor vehicle, its parts or accessories.

Any claim where the amount in dispute is less than £250.

Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

Anything which is excluded on page 55 of this policy.

An event which happens less than 90 days after the insurance first started.

Any **legal proceedings** over loss or damage covered under a more specific insurance policy.

Anything to do with building, converting, extending, altering, renovating or demolishing **your home**.

(This does not apply to common home-improvements such as installing double-glazing, replacement kitchens or bathrooms).

Any dispute about letting, subletting or allowing another person to live in **your home**.

Legal proceedings between **you** and a government department or a local authority, unless **you** could lose money if **your** case is not successful. Any matter connected with a money-making activity.

Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.

What is covered

D Employment

- 1) The cost of **you** taking **legal proceedings** against **your** employer over **your** contract of employment. As soon as **you** knew of the dispute, **you** must have taken and followed legal advice from **us**.
- 2) the cost of defending legal action brought against **you** in the **territorial limits** as a result of a prosecution which results from **your** normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these.

E Tax

The cost of **your representative** acting for **you** in a **full enquiry** by the Inland Revenue into **your** income and records to decide how much tax **you** have to pay under the following sections of the Taxes Act 1988.

- 1) Section 19, Schedule E of the Taxes Act 1988 on:
 - **your** wages or salary; and
 - **your** pension.
- 2) Section 18, Schedule D of the Taxes Act 1988 where it relates to income **you** have received on:
 - investments in the UK; and
 - investments overseas; in securities listed on a recognised national or international stock exchange. This cannot be **your** main source of income.

What is not covered

Anything which is excluded on page 55 of this policy.

A dispute with **your** employer or legal action brought against **you** less than 90 days after the insurance first started.

Any matter connected with a money-making activity other than a dispute with **your** employer over **your** contract of employment.

Defending any motoring prosecutions.

Defending civil **legal proceedings** that are connected with **your** duties as a member of a profession or **your** duties as a director or officer of any company.

Anything which is excluded on page 55 of this policy.

Any tax, interest or penalties **you** may have to pay to the Inland Revenue.

Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation. Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the legal deadline.

An enquiry by the Inland Revenue which is only concerned with one or more specific areas of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.

Any change in an Inland Revenue investigation or enquiry when it becomes clear that they suspect serious fraud.

Any income **you** have earned as a self-employed person.

What is covered

What is not covered

Any matter connected with a money-making activity (other than **your** contract of employment or a normal private investment) or personal liability including:

- **your** business, trade or profession;
- a personal venture for gain;
- a share in a partnership or a joint venture for gain;
- an investment which is not listed on a recognised national or international stock exchange; or
- a personal guarantee or pay.

Any money which the **insurer** has already paid if **you** later withdraw, without **our** agreement, from the defence of a **full enquiry** by the Inland Revenue.

Any money which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the Inland Revenue.

Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

Legal expenses exclusions

These exclusions apply to all of the legal expenses section of this policy. **You** should also read the policy exclusions which are on page 42 of **your** wording.

- 1 Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
- 2 Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
- 3 An event which **you** report to **us** more than six months after it happened.
- 4 **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.
- 5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
- 6 Any **legal expenses you** could claim under any other insurance.
- 7 Any **legal proceedings** over loss or damage covered under a specific insurance policy.
- 8 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- 9 Defending civil **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone;
 - **your** duties as a member of a profession or **your** duties as a director or officer of any company;
 - the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.)
- 10 Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)
- 11 Any **legal proceedings** between **you** and **your** husband, wife or **partner**, or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.
- 12 Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
- 13 Any dispute with **us** or the **insurer** that is not dealt with under the arbitration condition on page 56.
- 14 Any direct or indirect liability, loss or damage caused:
 - to **equipment** because it fails correctly to recognise the date change to year 2000 or any other date in a way that it does not work properly or at all; or
 - by **computer viruses**. This does not apply to **legal expenses** connected with claiming compensation following **your** death or bodily injury.

Legal expenses conditions

Pages 40 to 41 set out the policy conditions that **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

1 Preventing **legal proceedings**

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible.

2 Arbitration

If there is a dispute between **you** and **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover these costs.

You can still use the complaints procedure shown on the back page.

Legal expenses section - Claims settlement conditions

These conditions apply when **you** make a **legal expenses** claim. **You** must keep to these conditions as **your** part of the **legal expenses** contract.

1 Telling **us** about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible by filling in a claim form. **You** must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may need. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**. The **insurer** will not cover **legal expenses** involved in **your representatives** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within six months of the cause of action arising.

2 Giving **our** agreement

We will agree if all of the following apply:

- **We** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- The **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**.
- The **legal proceedings** will be dealt with in a **court** within the **territorial limits**.
- **You** have kept to the terms and conditions of the policy and none of the exclusions listed on page 55 apply.

In circumstances where **we** have chosen a **representative** to act on **your** behalf **we** will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this policy.

Where **you** have chosen **your** own **representative** any **legal expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the policy.

The decision to grant consent will take into account the advice of **your representative** as well as that of **our** own advisers. **We** may require, at **your** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If, during the claim, **we** think that there is no longer a reasonable chance of **your** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your** claim, **we** will tell **you** why.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under this Claims Settlement Condition and are successful, **we** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

3 Choosing a **representative**

In the period before **Court** papers need to be issued (or have been received) **we** may refer **your** case to a suitably qualified **representative** to act on **your** behalf.

At the point where **Court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**.

You will need to satisfy **us** that **your representative** has the appropriate experience and skills to handle **your** claim.

Where **we** agree to the appointment of a **representative** of **your** choice **you** must confirm that **your representative** will not charge more than a **representative** chosen or suggested by **us**, or that **you** will pay any difference between **your** chosen **representative's** fees and those of a **representative** chosen or suggested by **us**. **We** will not pay **your** choice of **representative** more than **we** would pay **our** own choice of **representative**.

In selecting the **representative** **you** shall have a duty to minimise the cost of **legal proceedings**. If **your** choice of **representative** has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. Any **representative** **you** choose is appointed to act for **you**.

If **we** and **you** cannot agree whether **court** papers need to be issued or the choice of **representative**, **you** can take the matter to an independent arbitrator. This process is set out on page 56

4 Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without getting **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's** **legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the **insurer** has paid or has been asked to pay.

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered. The **insurer** and **you** will each receive the same percentage as originally paid.

5 Information **your representative** will need from **you**.

You must give **your representative** all the information and help he or she may need. This will include a truthful account of the facts of **your** case and any paperwork to do with **your** case. **You** owe the same obligations to **us** as to **your representative**.

6 What **you** and **your representative** must do for **us**.

We must be able to contact **your representative**. **You** and **your representative** must co-operate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files. This includes the truthful account of the facts of your case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or expert witness, **we** will agree if **we** think it is reasonable. **You** must give **us** the name of the barrister or expert witness, and the reasons why **you** need one.

7 Appealing against a **court's** decision

If **you** want to appeal against a **court's** decision, **you** must give **us** **your** reasons for bringing the appeal. **We** will give **you** **our** agreement if all of the following apply.

- **You** must tell **us** that **you** want to appeal as soon as **your** right of appeal arises. This is because strict time limits may apply.
- The appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 on page 57.
- **Your** appeal meets the requirements of claims settlement condition 2 in the same way as **your** initial claim for **legal expenses**.

8 What action **we** may take

We may take over, in **your** name, all legal action in any of the following circumstances.

- If the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the small claims court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** or barrister in time.
- If **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the **court** to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If **you** withdraw from defending a **full enquiry** by the Inland Revenue without **our** agreement, **we** will be entitled to recover from **you** any amounts the **insurer** paid during the defence.

