



## Definitions (continued)

### What is not covered

- motor vehicles (other than motorised domestic gardening equipment), aircraft, watercraft, surf and sail boards, caravans, trailers and the parts and accessories of any of these, including car audio equipment.
- permanent fixtures and fittings and interior decorations in Your Home or Outbuildings (other than fixtures and fittings defined opposite)
- securities or documents of any kind
- any payment in excess of £400 for an aerial or satellite dish
- any living creature
- plants, trees or shrubs in Your Garden
- property held or used primarily for business purposes
- any amount in excess of the limit shown in Your Endsleigh Home Insurance Policy book or on Your Statement of Insurance
- the amount of any Excess shown on Your Statement of Insurance in respect of any claim
- property more specifically insured by this or any other policy.

**Cover** – Refers to those sections of Your Endsleigh Home Insurance Policy book which are operative in Your case and any additional limitations, requirements or Excesses that apply to You, all of which are shown on Your Statement of Insurance.

**Endorsement** – The document called ‘Endorsement’ which forms part of Your Home Insurance Policy.

**Excess** – The amount which You pay for any one incident under each section of Your Home Insurance Policy and which is deducted from Your claim settlement. This amount may be shown on Your Statement of Insurance or in Your Endsleigh Home Insurance Policy book.

**Garden** – Open ground within the boundaries of the land at the address shown on Your Statement of Insurance.

**Heave** – Upward movement of the ground beneath the buildings as a result of the soil expanding.

**Home** – The private dwelling at the address shown on Your Statement of Insurance, but not including its Outbuildings.

**Home Policy** – The documents consisting of Your Statement of Insurance, Your Policy Summary, Your Home Policy, any Endorsements and Our Authorised Underwriting Agents Status Disclosure.

**Landslip** – Downward movement of sloping ground.

**Money** –

### What is covered

- coins or bank notes in current circulation, cheques, travellers cheques or bankers drafts
  - postal or money orders, gift vouchers, current postage stamps that are not part of a stamp collection
  - saving certificates, premium bonds or saving stamps
  - luncheon vouchers, trading stamps, telephone cards current travel or other tickets with a fixed monetary value.
- all used or held solely for private, social or domestic purposes.

### What is not covered

- securities, promotional vouchers, lottery and raffle tickets and Air Miles vouchers
- anything held for business purposes.

**Our Authorised Underwriting Agents** – Endsleigh Insurance Services Limited.

**Outbuildings** (used or occupied for domestic purposes)

- garages (detached or integral), sheds, greenhouses and other buildings
- domestic central heating or oil/gas tanks, drains, pipes or cables servicing Your Home all within the boundary of the land at the address shown on Your Statement of Insurance.

**Period of Insurance** – The period starting and ending on those dates shown on Your Statement of Insurance, or in any Endorsements.

### Personal Effects

- property which is worn or used in every day life and which belongs to You and is carried about the person.
- pedal cycles

**Replacement Value** – The cost of replacing items new, except for clothing and household linen where a deduction is made for wear and tear.

**Settlement** – Downward movement as the result of the soil being compressed by the weight of the buildings within 10 years of construction.

**Specified Personal Effects** – Personal Effects and Valuables which are itemised on Your Statement of Insurance.

**Standard Construction** – Built of brick, stone or concrete and roofed with slates, tiles or concrete.

**Statement of Insurance** – The document called ‘Statement of Insurance’ giving details of the Period of Insurance, Your cover, the Insurer and the policy number. The Statement of Insurance includes all the information You provided when We prepared Your quotation and forms the basis of Your contract. Any reference to Your Statement of Insurance in Your Home Insurance Policy book should also be read to include any Endorsements in the event that these documents have been issued to You.

**Storm** – A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)\* or
- Torrential rainfall at a rate of at least 25 mm per hour or
- Snow to a depth of at least one foot (30cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass

\* Equivalent to Storm Force 10 on the Beaufort Scale.

**Subsidence** – Downward movement of the ground beneath the buildings that is not the result of Settlement.

**Sum Insured** – The amount for which each type of cover is insured as shown on Your Statement of Insurance or in any Endorsements or notified to You at renewal.

**Unfurnished** – Without sufficient furniture and furnishings for normal living purposes.

**United Kingdom/UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Unoccupied** – Not lived in by You or any other person with Your permission.

### Valuables

- any article of gold, silver or other precious metal, jewellery, pearls or gemstones
- watches or clocks
- works of art, pictures and curios
- collections of stamps, coins, bank notes or medals
- furs
- photographic equipment
- musical instruments (other than pianos)

**We/Us/Our** – The Insurer shown on Your Statement of Insurance or Endsleigh Insurance Services Limited acting on their behalf.

**You/Your/the Insured** – The person named as the Policyholder on Your Statement of Insurance and each person who normally resides in Your Home.

See the “Death Benefit following Fire or Assault in Your Home” on Page 14 for supplementary definitions which apply to that Section.

See the “Legal Expenses Section” on Pages 14-16 for supplementary definitions which apply to that Section.

See the “Home Emergency Expenses Section” on Pages 17-18 for supplementary definitions which apply to that Section.

See the “Personal Accident Cover – Insured, Family, Permanent Residents and Visitors Cover Section” on Pages 18-20 for supplementary definitions which apply to that Section.

See the “Mobile Phone Section” on Pages 20-21 for supplementary definitions which apply to that Section.

See the “Payment Protection Insurance Section” on Pages 21-24 for supplementary definitions which apply to that Section.

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## Endsleigh Home Insurance Policy – Our Contract with You

Your Endsleigh Home Insurance Policy is a contract of insurance between You and Us. In return for Your premium, We will provide the cover shown in Your Endsleigh Home Insurance Policy during the Period of Insurance. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Home Insurance Policy in favour of any third party.

It is important that Your Endsleigh Home Insurance Policy book, Your Statement of Insurance and any Endorsements are read together to avoid misunderstanding. They show which sections of Your Home Insurance Policy book apply to You and contain details of Your Cover. You should also pay particular attention to the General Exclusions and General Conditions on pages 12 – 14 of Your Endsleigh Home Insurance Policy book. The Legal Expenses, Death Benefit following Fire or Assault in the Home, Home Emergency Expenses, House and Garden Personal Accident – Insured and Family Cover, Mobile Phone and Payment Protection Insurance Sections each have their own General Conditions and Exclusions.

You must tell Us as soon as possible of any changes to Your details or the cover You require, as failure to do so may invalidate Your Home Insurance Policy. You must not wait until the next renewal date.

At the end of Your Period of Insurance We may offer You a renewal with changes to the policy wording and cover. We will advise You of those changes in writing before the end of the Period of Insurance.

We reserve the right not to invite renewal of this Home Insurance Policy and You may choose not to accept Our invitation to renew.

Please make sure that Your Home Insurance Policy meets Your requirements. If it does not, You should tell Us immediately.

No promotional literature or information booklets form part of Your Home Insurance Policy.

### Law Applicable to Your Home Insurance Policy

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the Law applicable to the contract. This Policy is governed by English Law. English law will also apply prior to the conclusion of your contract of insurance. Your contract of insurance and all communications before and during your contract of insurance will be provided in the English language.

## Section 1 – Your Buildings

Your Statement of Insurance will show whether You have cover under this Section and the Sum Insured applicable

### Part A – Standard Cover for Loss or Damage to Your Buildings

#### What is covered

The property which is covered by this section, is detailed in the definition of Buildings on page 1 of this book.

We will pay for loss or damage to Your Buildings caused by:

Fire, explosion, lightning, earthquake

Smoke

Storm or flood

Subsidence or Heave of the site beneath the Buildings or Landslip or landslide.

Riot, civil commotion, strike, labour and political disturbances

Malicious damage or vandalism

- 1) Escape of oil from any fixed domestic heating installation
- 2) Escape of water from any washing machine, dishwasher, refrigerator, freezer, fixed domestic water or heating installation or fixed fish tank
- 3) Damage to any fixed domestic water or heating installation caused by freezing

Theft or attempted theft

Impact involving a vehicle, train or animal

Impact involving an aircraft or aerial device or anything falling from them

Falling television or radio aerials, satellite dishes, their fittings or masts

Falling trees or branches

#### What is not covered

The Excess shown on Your Statement of Insurance in respect of any claim.

Damage caused by smog, agricultural or industrial operations or any gradual process

Loss or damage caused

- a) by frost
- b) to fences, gates, hedges or tennis courts
- c) by wet or dry rot
- d) by rising ground water levels

- a) Damage to Outbuildings, walls, gates, hedges, fences, footpaths, drives, patios, outdoor swimming pools, tennis courts or terraces, unless Your Home is damaged at the same time
- b) Damage caused by coastal or river erosion
- c) Damage caused by bedding down of new structures or settlement of newly made up ground
- d) Damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the Buildings
- e) Any claim for which compensation is provided by another source
- f) Damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the external walls of Your Home are damaged at the same time
- g) Damage resulting from
  - (i) demolition or structural repairs or alterations to the Buildings
  - (ii) faulty workmanship, defective design or the use of defective materials in the Buildings

Loss or damage

- a) occurring after Your Home has been left Unfurnished or Unoccupied for more than 30 consecutive days
- b) caused by You or any other person who is lawfully in Your Home

Damage

- a) occurring when Your Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- b) to the component or appliance from which the water or oil escapes (other than damage to any fixed water or heating installation caused by freezing described in (3) opposite)
- c) arising from wear and tear, gradual deterioration, any inherent defect or faulty or defective workmanship, materials or design
- d) loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs
- e) caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the Buildings
- f) caused by wet or dry rot

Loss or damage

- a) occurring when Your Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- b) caused by You or any person who is lawfully in Your Home

Damage caused by

- a) domestic pets for which You are responsible
- b) insects or vermin

Damage to the television or radio aerial, satellite dish, their fittings or mast

- a) The cost of removal of the tree or branch, unless Your Home or Outbuildings have been damaged at the same time
- b) Damage to gates, fences and tennis courts
- c) Damage caused by felling, lopping or topping of trees

# Section 1 – Your Buildings

## PART B – Extra Benefits included with Buildings

### What is covered

### What is not covered

#### Rent and Alternative Accommodation

If Your Home is made uninhabitable because of loss or damage covered under “Part A – Standard Cover”, We will pay for

- 1) the amount of rent which ceases to be payable to You
- 2) the reasonable extra cost of comparable alternative accommodation but only during the period necessary to reinstate Your Home to a habitable condition.

Any payment in excess of 20% of the Sum Insured under “Section 1 – Your Buildings” for any one claim

#### Glass and Sanitary Ware

Accidental breakage of

- 1) fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas
- 2) fixed sanitary ware and bathroom fittings
- 3) ceramic hobs in built-in kitchen furniture

Loss or damage occurring when Your Home is left Unfurnished or Unoccupied for more than 30 consecutive days

#### Underground Pipes and Cables

Accidental Damage to underground drains, pipes, cables and tanks providing services to or from Your Home.

Damage for which You are not legally responsible to repair

#### Repair of Sewer

We will pay the cost incurred in breaking into and repairing the pipe between the main sewer and Your Home following the blockage of the pipe.

Any payment in excess of £1,000 for any one claim

#### Trace and access

We will pay the cost (provided that this is incurred with Our consent) of finding the source of any escape of water from any fixed water or heating installation or washing machine, dishwasher or tumble dryer, including subsequent repair to walls, floors or ceilings.

- a) More than £2,000 in respect of any claim or £5,000 during any one Period of Insurance
- b) Loss or damage to the heating or water systems

#### Removal of Debris and Building Fees

If there has been damage which is covered under “Part A – Standard Cover” of this Section We will pay

- 1) architects, surveyors, consulting engineers and legal fees which You have to pay, with Our consent, to reinstate the Buildings
- 2) the cost of removal of debris

- a) The costs or fees for preparing or handling any claim under this section
- b) Costs in respect of undamaged parts of the Building, except the foundations of the damaged parts

#### Local Authority Requirements

If there has been damage which is covered under “Part A – Standard Cover” of this Section, We will pay the extra cost of reinstatement or repair of the damaged part of the Buildings incurred solely to comply with any government or local authority requirement

Any payment where the requirement had been advised to You before the damage occurred

#### Sale and Purchase of a Home

If You are

- 1) selling the private dwelling insured under Section 1 of this Policy, the purchaser will have the benefit of the Cover under this Section up to the date of completion
- 2) purchasing another private dwelling, Your new dwelling will be insured under Section 1 of this Policy for up to three months from the dates contracts to purchase are exchanged, or in Scotland, the date of the acceptance of offer

- a) Any payment where the private dwelling being sold or purchased is otherwise insured
- b) Loss or damage
  - (i) occurring when the private dwelling being sold or purchased is left Unoccupied for more than 30 days
  - (ii) to the private dwelling being purchased, if it was found to be uninsurable by the Insurer of the Home being sold
  - (iii) which would not be covered by the normal terms and conditions of this Policy

#### Liability as Owner of the Building

We will pay any amount which You become legally liable to pay, including costs and expenses incurred with Our consent, in respect of

- 1) bodily injury by accident
- 2) damage to property happening during the Period of Insurance and arising from ownership of the Home, but not its occupation

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing

If You die, Your legal personal representatives will have the Cover under this Benefit for liability incurred by You

- a) Any payment in excess of £1,000,000 where damages are payable for any claim or claims arising out of one event
- b) Liability in respect of
  - (i) bodily injury to any member of Your family or any person who lives in Your Home
  - (ii) damage to property in the care of You or any member of Your family or any person
  - (iii) any trade, profession, business or employment
  - (iv) any contract which You have entered into, unless legal liability would have been attached anyway
  - (v) the ownership, possession or operation of
    - road vehicles or any other mechanically propelled or assisted or horse drawn vehicle
    - any power operated lift
  - (vi) the ownership, possession or use of any land or building other than the Home and Outbuildings
  - (vii) the direct or indirect consequences of assault or alleged assault
  - (viii) any deliberate or wilful or malicious act



## Section 1 – Your Buildings

### PART C – Accidental Damage Option for loss or damage to Your Buildings

Your Statement of Insurance will show whether this Accidental Damage Option applies to You

#### What is covered

Loss or Accidental Damage to Your Buildings

#### What is not covered

- a) The Excess shown on Your Statement of Insurance in respect of any claim
- b) Loss or damage arising from anything specifically excluded under “Your Buildings Part A – Standard Cover”
- c) frost
- d) wear or tear rust corrosion or gradually developing deterioration of the Buildings
- e) the lending, letting or sub-letting of any part of the Home to anyone other than You
- f) structural alteration, repair, maintenance, decoration, restoration, dismantling, demolition, renovation or breakdown
- g) anything specifically covered elsewhere in this Insurance
- h) any process of cleaning, drying, dyeing, heating or washing
- i) faulty design or workmanship or the use of faulty materials
- j) movement, settlement or shrinkage
- k) gradually operating causes
- l) insects, parasites or vermin
- m) corrosion, fungus, mildew or rot
- n) atmospheric or climatic conditions or the action of light

## How do We Settle Claims under Section 1 – Your Buildings?

#### What is covered

Items forming part of a set

We will at Our option

– reinstate or replace the damaged Buildings or any damaged part of the Buildings

– pay the cost of any necessary repair or replacement work

– pay in cash Our replacement cost for loss or damage

We will automatically reinstate the Sum Insured under “Section 1 – Your Buildings” from the date of payment of the claim

#### What is the most We will pay?

We will not pay for the replacement of, or work on, any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, pattern or design.

- a) We will not pay more in total than the Sum Insured shown in Your Statement of Insurance for any one claim after deduction of the Excess in any Period of Insurance
- b) We will not pay more than the amount shown under “What is not covered” in “Part B – Extra Benefits” in Your Home Insurance Policy book as described
- c) We will make a deduction for wear, tear or betterment if
  - the Buildings Sum Insured at the time of the loss or damage is less than the cost of rebuilding
  - the Buildings have not been maintained in a good state of repair or decorative order
- d) We will deduct the Excess shown in Your Statement of Insurance in respect of each claim
- e) If repairs or reinstatement are not carried out, We will pay a reduction in the value of the item resulting from the damage, but not exceeding the estimated cost of repair

## Section 2 – Your Contents

Your Statement of Insurance will show whether You have cover under this Section and the Sum Insured applicable

### Part A – Standard Cover for Loss or Damage to Your Contents

#### What is covered

The property which is covered by this section is detailed in the definition of Contents on page 2 of this book.

We will pay for loss or damage to Your Contents caused in the Home by:-

Fire, explosion, lightning or earthquake

Smoke

Storm or flood

Subsidence or Heave of the site beneath the Buildings or Landslip or landslide

#### What is not covered

The Excess shown on Your Statement of Insurance in respect of any claim

Loss or damage caused by the gradual effects of smoke and smoke damage caused by agricultural or industrial operations.

Loss or damage caused by smog, agricultural or industrial operations or any gradual process.

- a) Damage caused by coastal or river erosion
- b) Damage caused by bedding down of new structures or settlement of newly made up ground
- c) Damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of Your Home or Outbuildings
- d) Any claim for which compensation is provided by another source
- e) Damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the external walls of Your Home are damaged at the same time
- f) Damage resulting from
  - (i) demolition or structural repairs or alterations to Your Home or Outbuildings
  - (ii) faulty workmanship, defective design or the use of defective materials in Your Home or Outbuildings

## Section 2 – Your Contents

### Part A – Standard Cover for Loss or Damage to Your Contents (continued)

What is covered	What is not covered
Riot, civil commotion, strike, labour and political disturbances	
Malicious damage or vandalism	Loss or damage a) occurring after Your Home has been left Unfurnished or Unoccupied for more than 30 consecutive days b) caused by You or any other person who is lawfully in Your Home
1) Escape of oil from any fixed domestic heating installation 2) Escape of water from any washing machine, dishwasher, refrigerator, freezer, fixed domestic water or heating installation or fixed fish tank	Damage a) occurring when Your Home is left Unfurnished or Unoccupied for more than 30 consecutive days b) to the component or appliance from which the water or oil escapes
Theft or attempted theft	Unless there has been forcible and violent entry into or exit from Your Home, We will not pay for a) loss or damage to Your Home or Outbuildings if any part is lent, let or sublet to or occupied by anyone but You b) loss or damage occurring when Your Home is left Unfurnished or Unoccupied for more than 30 consecutive days c) Money. There is a limit of £200 for any claim for Money
Impact with Your Home or Outbuildings involving a vehicle, train or animal	Damage caused by a) domestic pets for which You are responsible b) insects or vermin
Impact involving an aircraft or aerial device or anything falling from them	
Falling television or radio aerials, satellite dishes, their fittings or masts	
Falling trees or branches	Loss or damage caused by felling, lopping or topping

## Section 2 – Your Contents

### Part B – Extra Benefits Included with Contents

What is covered	What is not covered
<b>Audio, Television and Video Equipment in Your Home</b> Accidental Damage to 1) television sets and their aerials 2) video recorders 3) satellite receiving equipment 4) hi-fi systems 5) DVD players owned by You and used for social and domestic purposes only	a) Damage to equipment not in Your Home b) Mobile Telephones and their accessories c) Video Cameras and their accessories d) loss or damage arising from electrical or mechanical breakdown or derangement or use contrary to manufacturers instructions
<b>Contents in Outbuildings</b> Loss or damage by any cause described under “Part A – Standard Cover” of this section for Your Contents while in Your Outbuildings	Any payment in excess of the amount shown on Your Statement of Insurance for loss or damage a) in the garage b) in any Outbuilding other than the garage in any Period of Insurance
<b>Contents in the Garden</b> Loss or damage by any cause described under “Part A – Standard Cover” of this section for Your Contents while in the garden	a) Loss or damage to (i) Money (ii) Valuables (iii) trees or any other growing matter b) Any payment in excess of £300 in any Period of Insurance
<b>Mirrors and Glass</b> Accidental breakage while in Your Home of 1) mirrors 2) glass tops and fixed glass in furniture 3) ceramic hobs and ceramic tops in free standing cookers	Loss or damage occurring when Your Home is left Unfurnished or Unoccupied for more than 30 consecutive days.
<b>Temporary Removal</b> Loss or damage by any cause described under “Your Contents Part A – Standard Cover” to items temporarily removed from Your Home or Outbuildings to 1) any occupied private dwelling 2) any building where You are residing or are employed 3) any bank or safe deposit 4) any trade building for the purpose of alteration, cleaning or processing 5) any location elsewhere where loss or damage results from fire, lightning, explosion, or earthquake	a) Any payment in excess of 20% of the Sum Insured in any Period of Insurance b) Money c) Loss or damage (i) occurring outside the United Kingdom (ii) by frost (iii) by theft, unless it involves forcible and violent entry into or exit from a building d) Contents while removed for more than 120 consecutive days e) Contents in garages (detached or integral), sheds, greenhouses and other buildings, together with domestic central heating or oil/gas tanks which are not situated within the boundaries of the land belonging to Your Home

## Section 2 – Your Contents

### Part B – Extra Benefits Included with Contents (continued)

#### What is covered

##### Rent and Alternative Accommodation

If Your Home is made uninhabitable following loss or damage by any cause described under “Your Contents Part A – Standard Cover”, We will pay for

- 1) rent payable for which You are legally responsible
  - 2) the reasonable extra cost of comparable alternative accommodation for You
  - 3) the reasonable cost of boarding Your domestic pets which normally live in Your Home
- but only during the period necessary to reinstate Your Home to a habitable condition

##### Liability as a Tenant

We will pay for loss or damage to Your Buildings for which You are legally responsible under a written tenancy agreement and resulting from

- 1) any cause described under “Your Contents Part A – Standard Cover”
- 2) Accidental Damage to domestic fuel pipes, underground water pipes or underground electricity or telephone cables extending from Your Home
- 3) accidental breakage of glass and sanitary fittings fixed as part of Your Home

##### Replacement of Locks

We will pay for the cost of replacing keys and locks to an external door of Your Home or Outbuildings, any safe or alarm system following the theft of their keys

##### Liability to the Public

We will pay any amount which You become legally liable to pay, including costs and expenses incurred with Our consent, in defence of a claim for damages as a result of

- 1) bodily injury by accident
  - 2) damage to property
- happening during the Period of Insurance and arising from occupation of Your Home (but not its ownership) or Your private pursuits

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing

If You die, Your legal personal representatives will have the protection of this cover for liability incurred by You

##### Loss of Metered Water

We will pay for additional metered water charges incurred by You following loss or damage by any cause described under “Your Contents Part A – Standard Cover”

#### What is not covered

Any payment in excess of 20% of the Sum Insured for any Period of Insurance

- a) Loss or damage
  - (i) to gates, hedges and fences
  - (ii) caused by fire, lightning or explosion
  - (iii) arising from Subsidence, Heave or Landslip
  - (iv) caused by riot, civil commotion, strikes, labour and political disturbances
  - (v) caused by malicious persons or vandals
- b) Any payment in excess of 10% of the Sum Insured in any Period of Insurance

Any payment in excess of £250 in any Period of Insurance

- a) Any payment in excess of £1,000,000, where damages are payable for any claim or claims arising from one event
- b) Liability in respect of
  - (i) bodily injury to any member of Your family or who lives in Your Home with You or any person employed by You
  - (ii) damage to property in the care of You or any member of Your family or who lives in Your Home with You or any person employed by You
  - (iii) any trade, profession, business or employment
  - (iv) any contract which You have entered into, unless legal liability would have attached anyway
  - (v) the ownership, possession or operation of
    - road vehicles or any other mechanically propelled, assisted or horse drawn vehicle
    - caravans, horse boxes, trailers or trailer tents
    - aircraft or hovercraft, except pedestrian controlled models or toys
    - boats, windsurfers, boards or any other craft or equipment designed for use in or on water, except pedestrian controlled models or toys
    - any power operated lift
    - firearms, except shotguns or air guns used for sporting activities
    - children’s motor cycles and quad bikes
  - (vi) the ownership or possession of
    - horses while being used for hunting, racing or playing polo
    - pets which are not normally domesticated in the United Kingdom
    - a dog of a type specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dogs (muzzling) Regulations (Northern Ireland) 1991
    - animals other than horses or domestic pets
  - (vii) the ownership, occupation, possession or use of any land or building other than the Home and Outbuildings
  - (viii) the direct or indirect consequences of assault or alleged assault
  - (ix) any wilful or malicious act by You

- a) Loss or damage occurring when Your Home is left Unfurnished or Unoccupied for more than 30 consecutive days
- b) Any payment in excess of £1,000 in any Period of Insurance

## Section 2 – Your Contents

### Part B – Extra Benefits Included with Contents (continued)

#### What is covered

##### Unsatisfied Damages

If You are awarded damages and taxed costs by any Court of Law in the United Kingdom for bodily injury or loss or damage to property as described in the "Liability to the Public" benefit, We will pay the outstanding amount of the Award, provided that

- 1) the judgement is not subject to an Appeal pending and the damages have not been paid in accordance with the Court's Award three months after the date of the Award
- 2) the bodily injury or loss or damage occurred in the United Kingdom
- 3) You would have been covered by the "Liability to the Public" benefit had the position of You and the responsible party been reversed
- 4) You agree to allow Us to enforce Your unsatisfied rights and remedies which We will become entitled to upon making payment

##### Liability to Domestic Employees

Any amount You become legally liable to pay as damages for bodily injury, including death to any person under a contract of employment with You solely for private domestic duties arising out of and in the course of such person's employment by You and from the work they are employed to do in the United Kingdom

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing

If You die, Your legal personal representatives will have Cover under this benefit for an event covered

##### Frozen Food

We will pay for loss or damage to food in any deep freeze cabinet caused by a rise or fall in temperature or contamination by any refrigerant or refrigerant fumes.

The refrigerator or deep freeze cabinet must be

- 1) in Your Home or Outbuildings
- 2) owned by You and Your responsibility

##### Replacement of Deeds and Documents

We will pay the cost of preparing replacement deeds, bonds or securities following loss or damage by any cause described under "Your Contents Part A – Standard Cover" while in Your Home or lodged with Your mortgage lender, bank or solicitor.

##### Business Use of Contents in Your Home

We will pay for loss or damage to

- 1) Household goods
- 2) Personal Effects
- 3) Computer Equipment

by a cause described under "Your Contents Part A – Standard Cover" and used in connection with business carried out in Your Home

#### What is not covered

- a) Any payment in excess of £100,000, where damages are payable for any claim or claims arising from one event
- b) Loss, damage or injury occurring outside the United Kingdom
- c) Any limit of indemnity shall be inclusive of all damages costs and expenses
- d) No indemnity shall be provided in respect of
  - (i) fines penalties or punitive exemplary aggravated or multiplied damages
  - (ii) liquidated damages

- a) Any payment in excess of £10,000,000 where damages are payable for any claim or claims arising from one event
- b) Injury or illness arising from
  - (i) any car used for racing, pace making or speed testing
  - (ii) any communicable disease

- a) Loss or damage arising from
  - (i) the deliberate act of the power authority in cutting off the supply or the withholding or restricting of power by the authority
  - (ii) strike, lock out or industrial dispute
  - (iii) any use for trade or business purposes
- b) Any payment in excess of £300 in any Period of Insurance

- (a) Negotiable securities or negotiable bonds
- (b) Any payment in excess of £500 in any Period of Insurance

- a) Any payment in excess of the amount shown on Your Statement of Insurance in any Period of Insurance
- b) Any payment in excess of limits which otherwise attach to Cover under "Section 2 – Your Contents"
- c) Any liability to any third party arising from business use of Contents
- d) Contents used for business purposes
  - (i) if the Sum Insured under "Section 2 – Your Contents" is inadequate to cover the total value of all Contents, including those used for business purposes
  - (ii) in Outbuildings
- e) Any Cover if clients or employees enter Your Home in connection with any business
- f) Business which involves heating processes or use of any type of compressed gas
- g) Any losses that are not directly associated with the incident that caused You to claim, unless specifically stated in this Home Policy

## Section 2 – Your Contents

### Part C – Accidental Damage Option for Loss or Damage to Your Contents

Your Statement of Insurance will show whether the Accidental Damage Option applies to You

#### What is covered

Loss or Accidental Damage to Your Contents while they are in Your Home or Outbuildings

#### What is not covered

- a) The Excess shown on Your Statement of Insurance in respect of any claim
- b) Loss or damage arising from anything specifically excluded under "Your Contents Part A – Standard Cover"
- c) Loss or damage to
  - (i) food, drink or plants
  - (ii) contact lenses
  - (iii) articles of glass, china, porcelain, earthenware or stoneware (or other articles of a similar brittle material) whilst being handled or actively used
  - (iv) money or stamp or coin collections
- d) Loss or damage arising from electrical or mechanical breakdown or derangement or use contrary to manufacturer's instructions



## Section 2 – Your Contents

### Part C – Accidental Damage Option for Loss or Damage to Your Contents (continued)

#### What is not covered

- e) Loss or damage caused by
  - (i) wear and tear gradual deterioration or gradually operating cause rust, moth, vermin, insect, beetle, woodworm or damp
  - (ii) dyeing, cleaning, drying, washing, repair, renovation, restoration, alteration, maintenance, decoration or dismantling
  - (iii) any domestic pet for which You are responsible
  - (iv) corrosion, fungus, mildew or rot
  - (v) atmospheric or climatic conditions frost or the action of light
  - (vi) faulty design or workmanship or the use of faulty materials
  - (vii) demolition, structural alteration or structural repair of the Home or Outbuildings

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### How do We Settle Claims under Section 2 – Your Contents?

#### What is covered

Provided the Sum Insured is adequate, We will at Our option

- replace with the nearest current equivalent
- any necessary repair
- pay in cash Our replacement cost for loss or damage

We will automatically reinstate the Sum Insured under “Section 2 – Your Contents” from the date of payment of the claim, unless We have given You written notice to the contrary before payment

#### What is the most We will pay?

- a) The total Sum Insured shown in Your Statement of Insurance must represent the full market value or cost of replacement. We will not pay more in total than the Sum Insured shown in Your Statement of Insurance
- b) We may make a deduction for wear, tear or betterment if the Sum Insured is not sufficient at the time of any loss or damage
- c) We will not pay more than the amount shown under “What is not covered” in “Part B - Extra Benefits” in Your Home Insurance Policy book as described
- d) We will make a deduction for wear and tear in respect of
  - clothes and household linen
  - pedal cycles, unless they are replaced
- e) We will deduct the Excess shown in Your Statement of Insurance in respect of each claim
- f) If repairs or reinstatement are not carried out, We will pay a reduction in the value of the item resulting from the damage, but not exceeding the estimated cost of repair

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## Section 3 – Your Personal Effects whilst away from Your Home

Your Statement of Insurance will show whether You have cover under this Section and the Sum Insured applicable

#### What is covered

- 1) Loss of, or Accidental Damage to:
  - (i) Personal Effects
  - (ii) Money
  - (iii) Jewellery
  - (iv) Watches
  - (v) Photographic equipment
  - (vi) Musical instruments
- 2) Liability to a credit card company or bank arising out of loss and subsequent fraudulent use of any credit card, cheque card or cash card issued to You.

#### What is not covered

- a) The excess shown on Your Statement of Insurance in respect of each claim
- b) Theft from any unattended motor vehicle unless
  - (i) concealed in the glove compartment, luggage boot of a car or luggage section of a hatchback car, and
  - (ii) following forcible and violent entry
- c) Mobile Telephones and their accessories
- d) Air or water craft, motor vehicles, caravans and trailers, motor assisted pedal cycles and mountaineering equipment and their parts, accessories, tools and fitted audio equipment
- e) Tools of any description
- f) Contact lenses and dentures
- g) Any plant or living creature
- h) Property primarily used for business purposes other than palm and laptop computers
- i) Breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery), scratching or denting
- j) Damage to guns by internal explosion
- k) Depreciation in value, property more specifically covered by this or any other insurance and any losses that are not directly associated with the incident that caused You to claim, unless specifically stated in this Home Policy
- l) Any loss arising from credit card, cheque card or cash card unless You have complied with the terms and conditions of the issuing authority
- m) Loss of, or damage to sports equipment or sports clothing whilst in the course of play or use
- n) Theft of an unattended pedal cycle away from Your Home, Outbuildings or Garden unless
  - (i) in a locked building or
  - (ii) attached by a security device to a permanently fixed structure
- o) Loss or damage while a pedal cycle is being used for racing, pacemaking or trials
- p) Deeds, bonds, bills of exchange, securities, documents or manuscripts

## How do We Settle Claims under Section 3 – Your Personal Effects whilst away from Your Home?

### What is covered

Provided the Sum Insured is adequate, We will at Our option

– replace with the nearest current equivalent

– any necessary repair

– pay in cash Our replacement cost for loss or damage

The Sum Insured and any payment limit in cover which applies will be reduced by the amount of any claims payment under “Section 3 – Your Personal Effects whilst away from Your Home”.

If You wish Us to reinstate the Sum Insured subject to Our agreement You may do so by contacting Us and paying any additional premium which may be required. If You do not then any replacement item(s) will not be covered.

### What is the most We will pay?

- a) The total Sum Insured shown in Your Statement of Insurance must represent the full market value or cost of replacement. We will not pay more in total than the Sum Insured for this Section shown in Your Statement of Insurance.
- b) We may make a deduction for wear, tear or betterment if the Sum Insured is not sufficient at the time of any loss or damage
- c) If an article has been totally lost or damaged beyond repair and is not replaced, We will pay its value at the time of the loss or damage
- d) We will not pay more in any Period of Insurance than
  - (i) the amounts shown in Your Statement of Insurance for this Section
  - (ii) Money: £250
  - (iii) Fraudulent use of credit cards: £1,000
- e) We will make a deduction for wear and tear in respect of
  - clothes and household linen
  - pedal cycles, unless they are replaced
- f) We will deduct the Excess shown in Your Statement of Insurance in respect of each claim
- g) If repairs or reinstatement are not carried out, We will pay a reduction in the value of the item resulting from the damage, but not exceeding the estimated cost of repair. If You wish to reinstate Your sum insured for unspecified personal effects You may do so by advising Us and paying any additional premium required subject to Our agreement.

## Section 4 – Personal Effects specified by You, whilst away from Your Home

Your Statement of Insurance will show whether You have cover under this Section and the Sum Insured applicable

### What is covered

Loss of or damage to Your Specified Personal Effects, whilst in and away from Your Home.

### What is not covered

- a) The Excess shown on Your Statement of Insurance in respect of each claim
- b) Theft from any unattended motor vehicle unless
  - (i) concealed in the glove compartment, luggage boot of a car or luggage section of a hatchback car, and
  - (ii) following forcible and violent entry
- c) Motor vehicle, caravans, trailer tents or other trailers and their parts, accessories, tools, radio, cassette or CD players
- d) Motor assisted pedal cycles
- e) Theft of an unattended pedal cycle away from Your Home, Outbuildings or Garden unless
  - (i) in a locked building or
  - (ii) attached by a security device to a permanently fixed structure
- f) Loss or damage while a pedal cycle is being used for racing, pacemaking or trials
- g) Mobile or motor vehicle telephones and their accessories
- h) External satellite receiving equipment
- i) Ride-on mowers, golf caddy cars, electric wheelchairs and invalid carriages
- j) Wine collections
- k) Air or water craft of any description
- l) China, glass and porcelain items
- m) Mountaineering, winter sports and parachuting equipment
- n) Tools of any description
- o) Contact lenses and dentures
- p) Any plant or living creature
- q) Property primarily used for business purposes other than palm and laptop computers
- r) Damage to guns by internal explosion
- s) Depreciation in value, property more specifically covered by this or any other insurance and any losses that are not directly associated with the incident that caused You to claim, unless specifically stated in this Home Policy
- t) Scratching or denting
- u) Loss of or damage to sports equipment or sports clothing whilst in the course of play or use
- v) Loss or damage caused by or arising from
  - (i) wear and tear depreciation or any gradually operating cause
  - (ii) faulty design or workmanship or the use of faulty materials
  - (iii) moth, insect, parasites, beetle or vermin
  - (iv) corrosion, fungus, mildew, rust or rot
  - (v) atmospheric or climatic conditions frost or the action of light
  - (vi) mechanical electrical or electronic breakdown or failure or derangement or use contrary to the manufacturer’s instructions
  - (vii) any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling
- w) Any loss or damage to an item unless an original receipt or valuation dated within the last five years can be provided for that item (see general condition 7 – Evidence of Value)

# How do We Settle Claims under Section 4 – Personal Effects specified by You whilst away from Your Home?

## What is covered

Provided the Sum Insured is adequate, We will at Our option

– replace with the nearest current equivalent

– any necessary repair

– pay in cash Our replacement cost for loss or damage

The Sum Insured and any payment limit in cover which applies will be reduced by the amount of any claims payment under “Section 4 - Personal Effects Specified by You whilst away from Your Home”. If You wish Us to reinstate the Sum Insured subject to Our agreement You may do so by contacting Us and paying any additional premium which may be required. If You do not then any replacement item(s) will not be covered.

## What is the most We will pay?

- a) The total Sum Insured shown in Your Statement of Insurance must represent the full market value or cost of replacement. We will not pay more in total than the Sum Insured for this Section shown in Your Statement of Insurance.
- b) We may make a deduction for wear, tear or betterment if the Sum Insured is not sufficient at the time of any loss or damage
- c) If an article has been totally lost or damaged beyond repair and is not replaced, We will pay its value at the time of the loss or damage
- d) We will make a deduction for wear and tear in respect of
  - clothes and household linen
  - pedal cycles, unless they are replaced
- e) We will deduct the Excess shown in Your Statement of Insurance in respect of each claim
- f) If repairs or reinstatement are not carried out, We will pay a reduction in the value of the item resulting from the damage, but not exceeding the estimated cost of repair

## Section 5 – Security Endorsements – These apply to Sections 2-4

Your Statement of Insurance will show whether these apply to You

### AM1 or MA1

For theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

1. Whenever the Home is left unattended, the following security devices are fitted and put into operation:-
  - a) the main entrance is fitted with:-
    - (i) a mortice deadlock with a minimum of five levers, approved to British Standard BS3621 or
    - (ii) a multi point locking system with a minimum of 3 bolts
  - b) other external doors excluding sliding patio doors are fitted with:-
    - (i) a mortice deadlock or
    - (ii) a multi point locking system with a minimum of 3 bolts
  - c) sliding doors are fitted with any key operated patio door lock fitted internally and mounted:
    - (i) at both the top and bottom of the sliding section(s) or
    - (ii) on the centre rail(s)
  - d) all opening windows and skylights on the ground floor (and/or basement) and those which are opening and accessible on other floors are fitted with key operated security devices
2. Whenever the Home is left unattended, all keys are removed from the locks and not left in view.
3. When Your household has retired for the night all external doors and windows shall be secured as above, other than windows in occupied bedrooms which may be left open for ventilation. Keys should be left in locks when the household has retired for the night in the interests of safety.
4. The Home should be protected by an alarm system in full working order, installed by a professional contractor, and carrying a current annual maintenance contract. Whenever the Home is left unattended or when Your household has retired for the night, this alarm system must be fully operative.

### AM2

You have received a discount and therefore, for theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

1. Whenever the Home is left unattended, the following security devices are fitted and put into operation:-
  - a) the main entrance is fitted with:-
    - (i) a mortice deadlock with a minimum of five levers, approved to British Standard BS3621 or
    - (ii) a multi point locking system with a minimum of 3 bolts
  - b) other external doors excluding sliding patio doors are fitted with:-
    - (i) a mortice deadlock or
    - (ii) a multi point locking system with a minimum of 3 bolts
  - c) sliding doors are fitted with any key operated patio door lock fitted internally and mounted:
    - (i) at both the top and bottom of the sliding section(s) or
    - (ii) on the centre rail(s)
  - d) all opening windows and skylights on the ground floor (and/or basement) and those which are opening and accessible on other floors are fitted with key operated security devices
2. Whenever the Home is left unattended, all keys are removed from the locks and not left in view.
3. When Your household has retired for the night all external doors and windows shall be secured as above, other than windows in occupied bedrooms which may be left open for ventilation. Keys should be left in locks when the household has retired for the night in the interests of safety.

4. The Home should be protected by an alarm system in full working order, installed by a professional contractor, and carrying a current annual maintenance contract. Whenever the Home is left unattended or when Your household has retired for the night, this alarm system must be fully operative.

We will not pay the first £500 of any claim arising as a direct result of theft or attempted theft, if You have failed to comply with these conditions, at the time the loss occurs.

### AC1

For theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

The Home must be protected by an alarm system in full working order, installed by a professional contractor and carrying a current annual maintenance contract. Whenever the Home is left unattended or when Your household has retired for the night, this alarm system must be fully operational and set.

### AD1

You have received a discount and therefore, for theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

The Home must be protected by an alarm system in full working order, installed by a professional contractor and carrying a current annual maintenance contract. Whenever the Home is left unattended or when Your household has retired for the night, this alarm system must be fully operational and set.

We will not pay the first £500 of any claim arising as a direct result of theft or attempted theft, if You have failed to comply with these conditions, at the time the loss occurs.

### SC1 or MS1

For theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

1. Whenever the Home is left unattended, the following security devices are fitted and put into operation:-
  - a) the main entrance is fitted with:-
    - (i) a mortice deadlock with a minimum of five levers, approved to British Standard BS3621 or
    - (ii) a multi point locking system with a minimum of 3 bolts
  - b) other external doors excluding sliding patio doors are fitted with:-
    - (i) a mortice deadlock or
    - (ii) a multi point locking system with a minimum of 3 bolts
  - c) sliding doors are fitted with any key operated patio door lock fitted internally and mounted:
    - (i) at both the top and bottom of the sliding section(s) or
    - (ii) on the centre rail(s)
  - d) all opening windows and skylights on the ground floor (and/or basement) and those which are opening and accessible on other floors are fitted with key operated security devices
2. Whenever the Home is left unattended, all keys are removed from the locks and not left in view.
3. When Your household has retired for the night all external doors and windows shall be secured as above, other than windows in occupied bedrooms which may be left open for ventilation. Keys should be left in locks when the household has retired for the night in the interests of safety

## Section 5 – Security Endorsements (continued)

### SC2

You have received a discount and therefore, for theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

- Whenever the Home is left unattended, the following security devices are fitted and put into operation:-
  - the main entrance is fitted with:-
    - a mortice deadlock with a minimum of five levers, approved to British Standard BS3621 or
    - a multi point locking system with a minimum of 3 bolts
  - other external doors excluding sliding patio doors are fitted with:-
    - a mortice deadlock or
    - a multi point locking system with a minimum of 3 bolts
  - sliding doors are fitted with any key operated patio door lock fitted internally and mounted:
    - at both the top and bottom of the sliding section(s) or
    - on the centre rail(s)
  - all opening windows and skylights on the ground floor (and/or basement) and those which are opening and accessible on other floors are fitted with key operated security devices
- Whenever the Home is left unattended, all keys are removed from the locks and not left in view.
- When Your household has retired for the night all external doors and windows shall be secured as above, other than windows in occupied bedrooms which may be left open for ventilation. Keys should be left in locks when the household has retired for the night in the interests of safety

We will not pay the first £500 of any claim arising as a direct result of theft or attempted theft, if You have failed to comply with these conditions, at the time the loss occurs.

### SC3

For theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

- Whenever the Home is left unattended, the following security devices are fitted and put into operation:-
  - the main entrance is fitted with:-
    - a mortice deadlock with a minimum of five levers, approved to British Standard BS3621 or
    - a multi point locking system with a minimum of 3 bolts
  - other external doors excluding sliding patio doors are fitted with:-
    - a mortice deadlock or
    - a multi point locking system with a minimum of 3 bolts
  - sliding doors are fitted with any key operated patio door lock fitted internally and mounted:
    - at both the top and bottom of the sliding section(s) or
    - on the centre rail(s)
  - all opening windows and skylights on the ground floor (and/or basement) and those which are opening and accessible on other floors are fitted with key operated security devices
- Whenever the Home is left unattended, all keys are removed from the locks and not left in view.
- When Your household has retired for the night all external doors and windows shall be secured as above, other than windows in occupied bedrooms which may be left open for ventilation. Keys should be left in locks when the household has retired for the night in the interests of safety

You have received a discount and therefore for theft or attempted theft losses from the Home, You must comply with the following, for cover under Sections 2-4 to apply:

- The Home should be protected by an alarm system in full working order, installed by a professional contractor, and carrying a current annual maintenance contract. Whenever the Home is left unattended or when Your household has retired for the night, this alarm system must be fully operative.

## How to make a claim under Sections 1 to 4

### Who will deal with Your claim?

In the event of you wanting to make a claim against your policy, Endsleigh will be acting on behalf of the insurer on negotiating and settling the claim with you. To make a claim, phone the telephone number detailed in the 'How to make a claim' section of the policy summary.

### What are the claims procedures?

#### You should

- check Your Home Insurance Policy to ensure that the cause of the loss or damage is covered. Your Statement of Insurance will show which Cover Sections are operative
- read the General Conditions on pages 13 to 14 of this Policy
- call the Endsleigh Claims Service
- obtain estimates as soon as possible for repairing damaged property. Temporary repairs necessary to make Your Home weatherproof can commence immediately but bills must be retained as the cost may form part of Your claim. We must be given an opportunity to arrange inspection of the damage, however, before permanent repairs commence
- remember that some of Your Cover (for example Liability to the Public) is provided to cover You against claims made by others. If You are held responsible for damage or injury it is essential that You
  - tell Us immediately and provide full details in writing as soon as possible and
  - send Us any correspondence, writ, summons or other legal document served on You. Do not admit liability or reply to any correspondence without Our authority. We will then deal with all matters relating to that claim on Your behalf

#### We will

- deal with Your claim as quickly as possible, taking into account the nature of the claim and whether We have all information which We may reasonably require
- in some cases arrange for either a member of Our staff or an independent Chartered Loss Adjuster to discuss Your claim with You. This is not always necessary but when it is, We will advise You of the name and address of the Loss Adjuster and monitor progress of the claim for You
- let You know if We need any more information where Loss Adjusters are not required

Please do not worry if We arrange for a Loss Adjuster or member of staff to visit You. It is a normal claims procedure and aims to speed up consideration of claims

We regret any delay which consideration of more complicated claims can cause

Certain types of claim will be considered directly by the Insurers if referred to them by Endsleigh

## General Exclusions

### These Exclusions Apply to the Whole Policy

#### 1. Radioactive contamination

We will not pay for any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

#### 2. War risks and Terrorism

This Policy does not cover death, bodily injury, loss, damage, cost or expense of whatever nature or any consequence resulting directly or indirectly from or in connection with:-

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

- any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss
- Any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above

#### 3. Sonic bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

#### 4. Pollution or contamination

We will not pay for any claim or expense of any kind caused directly or indirectly by pollution or contamination, other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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



## General Exclusions (continued)

### 5. Reduction in value

We will not pay for any reduction in the value of the property insured following repair, reinstatement or replacement paid for under this Policy

### 6. Miscellaneous exclusions

We will not pay for

- a) any liability arising from an agreement which would not have existed in the absence of that agreement
- b) any accident, injury, loss or damage occurring before the Cover under this Policy started
- c) any injury, loss or damage caused deliberately maliciously or wilfully by You or Your paying guests
- d) any loss or damage caused by deception unless it is only entry that is gained by deception
- e) any liability arising directly or indirectly from any business profession or trade
- f) any liability arising directly or indirectly from the transmission of
  - Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof, however caused
  - any communicable diseaseby You or any person living in Your Property
- g) any property primarily owned or held in trust in connection with any business profession or trade

### 7. Items Part of a Set

We will not pay for the replacement of, or work on, any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

### 8. Uninsurable risks

- a) We will not pay for:-
  - (i) the cost of maintenance
  - (ii) confiscation or detention by order of any Government, Public or Police Authority

- b) We will not pay for, loss or damage by, or arising from
  - (i) wear and tear, rust, corrosion or gradually developing deterioration
  - (ii) moths, vermin, insects, parasites, beetles or woodworm
  - (iii) damp, fungus, mildew or rot
  - (iv) any process of dyeing, cleaning, drying, painting, heating, washing, repair, alteration, maintenance, decoration, restoration, dismantling, structural alteration, demolition, renovation or breakdown.
  - (v) faulty design or workmanship or the use of faulty materials
  - (vi) mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions
  - (vii) atmospheric or climatic conditions (other than Storm or flood), frost or the action of light
  - (viii) any domestic pet for which You are responsible
  - (ix) movement, settlement or shrinkage
  - (x) the lending, letting or subletting of any part of Your Home to anyone other than You

### 9. Date Change Clause

Damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to You or not) correctly to recognise or respond to any date.

### 10. Electronic Data Exclusion

We will not pay for:-

- a) Loss of or destruction of or damage to any property whatsoever
- b) Any loss or expense whatsoever resulting or arising from (a) above
- c) Any losses that are not directly associated with the incident that caused You to claim, unless specifically stated in this Home Policy
- d) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - computer viruses, erasure or corruption of electronic data
  - the failure of any equipment to correctly recognise the date or change of date

For the purposes of this exclusion, "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

## General Conditions

See the Death Benefit following Fire or Assault in the Home Section on page 14 for conditions specific to that section

See the Legal Expenses Section on pages 14-16 for conditions specific to that section

See the Home Emergency Expenses Section on pages 17-18 for conditions specific to that section

See the Personal Accident Cover – Insured, Family, Permanent Residents and Visitors Cover Section on pages 18-20 for conditions specific to that section

See the Mobile Phone Section on pages 20-21 for conditions specific to that section

See the Payment Protection Insurance Section on Pages 21-24 for conditions specific to that Section.

You must comply with the following conditions to have the full protection of Your Cover. If You do not comply with these conditions, We may at Our option, cancel the policy or refuse to deal with Your claim, or reduce the amount of any claim payment.

### 1. The Full Estimated Reinstatement Cost of Your Buildings

You must notify Us immediately if at any time the full estimated reinstatement cost of Your Buildings exceeds the Sum Insured shown on Your Statement of Insurance.

If at any time the full estimated reinstatement cost of Your Buildings exceeds the Buildings Sum Insured on Your Statement of Insurance, in the event of a claim, Your financial position could be seriously prejudiced.

### 2. The Value of Your Contents

You must notify Us immediately if at any time the Replacement Value of Your Contents exceeds the Contents Sum Insured shown on Your Statement of Insurance.

The Replacement Value of Your Contents means the cost of replacing items new, except clothing and household linen where deduction must be made to allow for wear and tear.

If at any time the Replacement Value of Your Contents exceeds the Contents Sum Insured on Your Statement of Insurance, in the event of a claim, Your financial position could be seriously prejudiced.

### 3. Making a claim

If loss or damage or injury occurs and there is a possibility that a claim may be made on Your Home Insurance Policy

- a) You must as soon as You reasonably can
  - tell Us
  - inform the police and obtain a crime or lost property reference number if property is lost or if theft or malicious damage or vandalism is suspected
  - do everything You reasonably can to recover any missing property
  - send written details of Your claim to Us as soon as possible
  - give full details within 30 days of the incident together with any supporting evidence that We may require

b) You must also

- send any writ or summons to Us immediately and as soon as possible any other claim related letter or document
- supply Us with all proofs, information and other evidence relating to the claim which We may require and at Your own expense

c) You must not admit liability for, nor offer to settle, any claim made against You without Our written consent

We shall be entitled to take over and conduct in Your name and on Your behalf any defence negotiation, prosecution or claim in respect of any third party and We shall have absolute discretion in the conduct of the negotiations and proceedings and the settlement of any claim

d) You shall give Us all such information and assistance as We may reasonably require

e) You may not abandon any property to Us

### 4. Taking care of Your Property

You must take all reasonable care to prevent any loss, damage, accident or injury and to protect the Insured property.

You must maintain all Insured property in good repair.

### 5. Changes in Your circumstances

You must notify Us as soon as possible in writing of any change which may affect Your Cover and in particular any:

- a) change of address
- b) change in the number of Bedrooms
- c) change in the type of Home (for example a change from a semi-detached to a detached Home)
- d) alteration of the Insurance risk which is a result of that change (for example the possibility that a new Home is affected by subsidence)

You must also notify Us at the renewal of Your Home Insurance Policy if You have been declared bankrupt or have been convicted of arson or of any offence involving dishonesty of any kind such as fraud theft or handling of stolen goods during the previous year.

If You are in any doubt about the importance of a change please ask Us.



## General Conditions (conditions)

### 6. Misrepresenting a claim

If You make any claim knowing it to be false fraudulent or misrepresented in amount or otherwise so as to prejudice Our position all Your rights to claim shall be forfeited and all Cover under this policy shall cease immediately.

### 7. Evidence of Value

For any individual Specified Personal Effects or Valuables covered under this policy with an individual value in excess of £1000, You will be required to provide evidence of value in the event of loss or damage to that item. Acceptable evidence of value may be in the form of:

- (i) the original purchase receipt, or
  - (ii) a written valuation dated no more than five years old
- Failure to produce adequate evidence of value may affect Your ability to claim for loss or damage to the item(s).

### 8. Cancellation

This Home Policy may be cancelled by:

- a) You notifying Us or Our Authorised Underwriting Agent that You require Your Home Policy to be cancelled. Cancelling the direct debit instruction does not mean You have cancelled the Home Policy. You have the right to cancel this Home Policy within 14 days of receipt. You will be entitled to a refund of the premium paid less a charge for the period You have been insured and a cancellation fee charged by Our Authorised Underwriting Agent.

- b) If You cancel Your Home Policy You will be entitled to a refund of the premium paid less a charge for the period You have been insured. Our Authorised Underwriting Agent will charge a cancellation fee. In all cases, if Your Home Policy is being cancelled following an accident or claim no refund will be given and any outstanding premium must be paid. We reserve the right to terminate Your Home Policy following a total loss claim.
  - c) Us or Our Authorised Underwriting Agents by sending You seven days notice in writing to Your last known address. Provided no claims have occurred during the current Period of Insurance, You will be entitled to the refund of the unexpired portion of Your premium.
  - d) Us or Our Authorised Underwriting Agents by sending You seven days notice in writing to Your last known address if You do not pay the premium or any loans for financing insurance premiums.
- If You purchased additional optional cover with the Home Policy You should refer to the cancellation terms specified in the relevant cover section.

### Inflation Protection

The Sum Insured for Section 1 is index linked to the House Rebuilding Cost Index prepared by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and will be adjusted monthly in line with that Index. Where there has been an inflationary increase We will increase the Sums Insured. The Sums Insured for Section 2 is index linked and will be adjusted automatically each month in line with the percentage change to the Consumer Durables Section of the Retail Price Index. No additional premium will be charged for these adjustments between the anniversary dates of Your Policy, but Your

renewal premium will be calculated on the revised Sums Insured. For Your protection if the indices move downwards, We will not reduce Your Sums Insured or limits.

The Sums Insured for Sections 1 and 2 should be reviewed periodically by You because changes in the Retail Prices Index may not be sufficient (for example where You are adding to the Contents of Your Home or extending Your Buildings).

Inflation Protection does not apply to Section 3 or 4 of this Policy.

## Section 6 – Death Benefit following Fire or Assault in the Home

Cover under this Section is automatically included

### The meaning of key words

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with an initial capital letter so as to remind You of their importance.

These Definitions apply to this Section only and are supplementary to the Definitions listed on Pages 1-2 of this book.

The General Conditions and General Exclusions described on Pages 12-14 of this book apply in addition to any other condition or exclusion stated in this Section.

### What is covered

If You are fatally injured solely and directly as a result of Fire or by a visible, physical and criminal Assault by burglars within Your Home, We will pay £2,500.

**Arson** – The act of intentionally or recklessly setting Fire to another's property or to one's own property for some improper reason.

**Assault** – An intentional or reckless act that causes immediate and unlawful violence to Your person caused by an unknown third party at an identified time and place.

**Fire** – The state of combustion in which inflammable materials burn, producing heat, flames and often smoke.

**We/Us/Our** – The Insurer shown on Your Statement of Insurance or Endsleigh Insurance Services Limited acting on their behalf.

### What is not covered

We will not pay the Death Benefit if

- death occurs more than 90 days following the Fire or Assault
- caused by deliberate self-inflicted injury, suicide or attempted suicide
- caused by deliberate exposure to exceptional danger (except in an attempt to save human life)
- caused by provoked Assault, fighting (except in bona fida self defence) or a criminal act committed by You

## Conditions

The following conditions apply to the Death Benefit Section and are in addition to the Conditions described on Pages 13-14 of Your Endsleigh Home Insurance Policy book

1. You must take all reasonable steps to limit the likelihood of sustaining physical injury as a result of an Assault by burglars within Your Home.
2. You or Your representatives must ensure that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical Advisor appointed by or on behalf of Us.
3. The police must be notified immediately following any incident which is likely to give rise to a claim under this Section as a direct result of Assault or Fire caused by Arson.

## Section 7 – Legal Expenses

Your Statement of Insurance will show whether You have Cover under this Section.

This Section covers the Insured Person. The Company agrees to provide the insurance in this Section, as long as:

- the Date of Occurrence of the insured incident is during the Period of Insurance; and
  - the insured incident occurs within the territorial limits; and
  - the premium has been paid; and
  - any legal proceedings will be dealt with by a court, or other body which The Company agrees to, in the Territorial Limit; and
  - Reasonable Prospects exist for the duration of the claim
- The Company will pay a Representative on an Insured Person's behalf, Costs and Expenses incurred following an Insured incident, provided that:
- the most The Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000; and

- the most The Company will pay in Costs and Expenses is no more than the amount The Company would have paid to a Preferred Law Firm. The amount The Company will pay a law firm (where acting as a Representative) is currently £100 per hour. This amount may vary from time to time; and
- in respect of an appeal or the defence of an appeal, the Insured Person must tell The Company within the time limits allowed that they want to appeal. Before The Company pays the Costs and Expenses for appeals. The Company must agree that the Reasonable Prospects exist; and
- for an enforcement of judgement to recover money and interest due to the Insured Person after a successful claim under this policy. The Company must agree that Reasonable Prospects exist; and

## Section 7 – Legal Expenses (continued)

- where an award of damages is the only legal remedy to dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most The Company will pay in Costs and Expenses is the value of the likely award.

In the event of a claim, if the Insured Person decides not to use the services of a Preferred Law Firm, the Insured Person will be responsible for any costs that fall outside The Company's Standard Terms of Appointment and these will not be paid by The Company.

### The meaning of Key Words

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this Section. These definitions apply to this Section only.

The Conditions and Exclusions on pages 12 to 14 apply in addition to any other condition or exclusion stated in this Section.

**Costs and Expenses** – All reasonable and necessary costs chargeable by the Representative and agreed by The Company in accordance with The Company's Standard Terms of Appointment. The Company will also pay the costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or pays them with the The Company's agreement.

**Date of Occurrence** – The date of the event that leads to the claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the Insured Person first became aware of it.)

**Insured Person** – You, and any member of Your family who always lives with You. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this Section must have Your agreement to claim.

**Period of Insurance** – The period for which The Company has agreed to cover the Insured Person.

**Preferred Law Firm** – A law firm or barristers' chambers The Company chooses to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with The Company's agreed service standard levels, which The Company audits regularly. They are appointed according to The Company's Standard Terms of Appointment.

**Reasonable Prospects** – For civil cases, the prospects that the Insured Person will recover losses or damages (or obtain any other legal remedy that The Company has agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. The Company, or a Preferred Law Firm on their behalf, will assess whether there are Reasonable Prospects.

**Representative** – The Preferred Law Firm, law firm, accountant, or other suitably qualified person The Company will appoint to act on the Insured Person's behalf.

**Standard Terms of Appointment** – The terms and conditions (including the amount The Company will pay to an appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

**Territorial Limit** –

**For insured incidents 2 Contracts Disputes, and 3 Personal Injury:** the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

**For all other incidents:** The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

**The Company** – The Insurer named in Your Statement of Insurance.

**You/Your** – The person named as the Policyholder on Your Statement of Insurance.

## Section 7 – Legal Expenses Insured incidents

### 1 Employment Disputes

The Company will negotiate for the Insured Person's legal rights in a dispute arising from their contract of employment.

#### What is not covered under Employment Disputes

Any claim relating to:

- (1) employer's disciplinary hearings or internal grievance procedures;
- (2) personal injury solely;
- (3) a compromise agreement while the Insured Person is still employed.

### 2 Contract Disputes

The Company will negotiate for an Insured Person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an Insured Person has entered into for:

- (a) the buying or hiring in of any goods or services; or
- (b) the selling of any goods;

provided that –

- (i) the Insured Person has entered into the agreement or alleged agreement during the Period of Insurance; and
- (ii) the amount in dispute is more than £250.

#### What is not covered under Contract Disputes

Any claim relating to:

- (1) a motor vehicle owned by or hired or leased to an Insured Person;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- (3) the settlement payable under an insurance policy (The Company will negotiate if Your insurer refuses Your claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing.
- (5) a dispute over the sale, purchase, terms of a lease, license, or tenancy of land or buildings. However, The Company will cover a dispute with a professional adviser in connection with these matters.

### 3 Personal Injury

The Company will negotiate for an Insured Person's legal rights in a claim against a party who causes the death of, or bodily injury to, the Insured Person.

#### What is not covered under Personal Injury

A claim relating to:

- (1) any illness or bodily injury which happens gradually; or
- (2) defending an Insured Person's legal rights, but defending a counter-claim is covered.
- (3) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the Insured Person.
- (4) clinical negligence.

### 4 Clinical Negligence

The Company will negotiate for an Insured Person's legal rights where it is alleged that an identified negligent act of surgery or identified negligent clinical or medical procedure has caused death or bodily injury to the Insured Person.

#### What is not covered under Clinical Negligence

- (1) the failure or alleged failure to correctly diagnose the Insured Person's condition
- (2) Psychological injury or mental illness that is not associated with an Insured Person having suffered physical bodily injury.

### 5 Property Protection

The Company will negotiate for an Insured Person's legal rights in a civil dispute relating to the Insured Person's principal home that they own, or are responsible for, following:

- (1) an event which causes physical damage to such material property, provided that the amount in dispute is more than £250; or
- (2) a legal nuisance (meaning any unlawful interference with an Insured Person's use or enjoyment of their home, or some right over, or in connection with it); or
- (3) a trespass.

#### What is not covered under Property Protection

1 A claim relating to:

- (1) a contract entered into by an Insured Person;
- (2) any building or land other than Your principal home;
- (3) someone legally taking an Insured Person's property from them, whether the Insured Person is offered money or not, or restrictions or controls placed on an Insured Person's property by any government or public or local authority;
- (4) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
- (5) mining subsidence.

2 Defending a claim relating to an event that causes physical damage to property, but defending a counter-claim is covered.

3 The first £250 of any claim for legal nuisance or trespass. This is payable as soon as The Company accepts the claim.

#### What is not covered under the whole of this Legal Expenses Section

1 A claim where the Insured Person has failed to notify The Company of the Insured Incident within a reasonable time of it happening and where this failure adversely affects reasonable prospects of a claim or The Company considers that its position has been prejudiced.

2 Costs and Expenses incurred before written acceptance of a claim, by The Company.

3 Fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority.

4 A legal action an Insured Person takes which The Company or the Representative has not agreed to, or where an Insured Person does anything that hinders The Company or the Representative.

5 A claim relating to written or verbal remarks which damage an Insured Person's reputation.

6 A dispute with The Company not otherwise dealt with under Condition 7 of this Section.

7 Costs and Expenses arising from or in relation to Judicial Review, coroner's inquest or fatal accident inquiry.

8 A claim caused by, contributed to by, or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9 Any claim where the Insured Person may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same case which could result in the court making a Group Litigation Order.

10 Any claim where the Insured Person is not represented by a law firm, barrister or tax expert.

## Conditions

### The following conditions apply to the Legal Expenses Section

- 1 (a) On receiving a claim, if legal representation is necessary, The Company will appoint a Preferred Law Firm or in-house lawyer as the Insured Person's Representative to deal with their claim. They will try to settle the claim by negotiation without having to go to court.  
(b) If the appointed Preferred Law Firm or The Company's in-house lawyer cannot negotiate settlement of the Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm to act as the appointed Representative.  
(c) If the Insured Person chooses a law firm as their appointed Representative who is not a Preferred Law Firm, The Company will give the Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most The Company will pay is the amount The Company would have paid if they had agreed to The Company's Standard Terms of Appointment. The amount The Company will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.  
(d) The appointed Representative must co-operate with the Company at all times and must keep The Company up to date with the progress of the claim.
- 2 (a) The Insured Person must co-operate fully with The Company and the appointed Representative.  
(b) The Insured Person must give the appointed Representative any instructions that The Company ask the Insured Person to.
- 3 (a) The Insured Person must tell The Company if anyone offers to settle a claim. The Insured Person must not negotiate or agree to a settlement without The Company's written consent.  
(b) If the Insured Person does not accept a reasonable offer to settle a claim, The Company may refuse to pay further legal costs.  
(c) The Company may decide to pay the Insured Person the reasonable offer to settle a claim, instead of starting or continuing legal action. In these circumstances the Insured Person must allow The Company to take over and pursue or settle any claim in the Insured Person's name. The Insured Person must allow The Company to pursue at their own expense and for their own benefit, any claim for compensation against any other person and the Insured Person must give The Company all the information and help they need to do so.  
(d) Where a settlement is made on a without-costs- basis The Company will decide what proportion of that settlement will be regarded as costs and expenses payable to them.
- 4 (a) The Insured Person must instruct the appointed Representative to have legal costs taxed, assessed or audited of The Company asks for this.  
(b) The Insured Person must take every step to recover Costs and Expenses that The Company has to pay and must pay The Company any amounts that are recovered.
- 5 If the appointed Representative refuses to continue acting for the Insured Person with good reason, or if The Insured Person dismisses the appointed Representative without good reason, the cover The Company provides will end immediately, unless they agree to appoint another appointed Representative.
- 6 If The Insured Person settles or withdraws a claim without The Company's agreement, or does not give suitable instructions to the appointed Representative, The Company can withdraw cover and will be entitled to reclaim from The Insured Person any Costs and Expenses they have paid.
- 7 The Company may require The Insured Person to get, at their own expense, an opinion from an expert that they consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by The Company and the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that The Insured Person will recover damages (or obtain any other legal remedy that The Company has agreed to) or make a successful defence.
- 8 If there is a disagreement between The Insured Person and The Company about the handling of the claim and it is not resolved through The Company's internal complaints procedure. The Insured Person can contact the Financial Ombudsman Services for help. Alternatively, there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by The Insured Person and The Company. If there is a disagreement over the choice of arbitrator, The Company will ask the Chartered Institute of Arbitrators to decide.
- 9 The Insured Person must:
  - (a) keep to the terms and conditions of this policy
  - (b) take reasonable steps to avoid and prevent claims
  - (c) take reasonable steps to avoid incurring unnecessary costs
  - (d) send everything The Company asks for, in writing, and
  - (e) report to The Company full and factual details of any claim as soon as possible and give The Company any information they need.
- 10 Apart from The Company, The Insured Person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
- 11 If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist. The Company will only pay their share of the claim even if the other insurer refuses the claim.
- 12 This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where The Insured Person normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Making a claim

### This procedure applies to the Legal Expenses Section only.

Telephone The Company on 0117 933 0656. The Company will ask about Your legal dispute and if necessary call You back at an agreed time to give You legal advice. If Your dispute needs to be dealt with as a claim under this policy, The Company will give You a claim reference number. At this point The Company will not be able to tell You whether You are covered but will pass the information You have provided to the claims-handling team and explain what to do next.

If You prefer to report Your claim in writing, You can send it to the Claims Department at the following address:  
Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If you do not have Legal Expenses cover, You can still use the Legal Helpline as legal advice is provided free of charge without having to have Legal Expenses cover in addition.

## Legal Advice Helpline

The Company provide these services 24 hours a day, seven days a week during the Period of Insurance. To help The Company check and improve service standards, The Company record all calls. Please do not phone The Company to report a general insurance claim.

The Company will give an Insured Person confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. Advice about the law in England and

Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

To make use of this service please phone 0117 933 0656. The Company will not accept responsibility if the Helpline Services are unavailable for reasons The Company cannot control.

## Our Commitment to You

The Company will always try to give You a high quality service. If You think The Company has let You down, please write to the Customer Relations Department at the Head Office address shown below. Or You can phone The Company on 0117 934 0066 or email them at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of the internal complaint-handling procedures are available on request. The Head and Registered Office is: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk).

If You are still not satisfied, You can contact the Insurance Division of the Financial Ombudsman Service at:  
Exchange Tower, Harbour Exchange Square, London E14 9SR.  
You can also contact them on 0800 023 4567.  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) (using this service does not affect Your right to take legal action).  
DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Conduct Authority.



## Section 8 – Home Emergency Expenses

Your Statement of Insurance will show whether You have Cover under this Section.

The Home Emergency Expenses section sets out all the circumstances in which You can make a claim. It is not a maintenance contract and does not protect You against every loss.

ARAG plc will provide claims services under this section under an agreement with the Insurer following an Insured Event that causes a Home Emergency provided that:

- Your Home is located in the UK or Northern Ireland
- the claim is reported to Us
  - during the Period of Insurance
  - as soon as possible after You first become aware of circumstances which could give rise to a claim under this section
- You always agree to use the Contractor nominated by Us in any claim

### Meaning of words

The following key words or phrases, which are listed below in alphabetical order, have the same meaning wherever they appear in this section. These definitions apply to this section only.

The Conditions and Exclusions on pages 12 to 14 apply in addition to any other condition or exclusion stated in this section.

**Contractor** – The Contractor or tradesman appointed by Us to act on Your behalf

**Costs & Expenses** –

- a) Costs reasonably and properly charged by the Contractor
- b) Alternative Accommodation Costs incurred under What is Covered Insured Event 9

This section is underwritten by Brit Syndicates 2987 at Lloyd's whose registered office is at 55 Bishopsgate, London EC2N 3AS.

Brit Syndicates 2987 at Lloyd's is authorised and regulated by the Financial Conduct Authority (firm reference no. 204930). We are also authorised and regulated by the Financial Conduct Authority (firm reference no. 452369).

**Home Emergency** – A sudden unexpected event occurring during the Period of Insurance which in Our opinion requires immediate remedial action in order to:

- a) prevent damage or avoid further damage to the Home, and/or
- b) render the Home safe or secure, and/or
- c) restore the main services to the Home, and/or
- d) alleviate any health risk to You

**Insurer** – Brit Syndicates 2987 at Lloyd's

**Vermin** – Brown or black rats, house or field mice, and wasps' or hornets' nests

**We/Us/Our** – ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the Insurer

## Section 8 – Home Emergency Expenses – Benefits

### What is covered

Following a Home Emergency that arises from any of the following Insured Events the Insurer will pay Your Costs & Expenses up to £500.

#### 1 Main Heating System

The total failure or breakdown of the main heating system in the Home

#### 2 Plumbing Drainage & Guttering

The sudden damage to, or blockage or breakage or flooding of

- (i) the drains and plumbing system, and
- (ii) provided that You own Your Home the guttering or downpipes likely to cause damage to the Home or its Contents

#### 3 Home Security

Damage (whether or not accidental) to or the failure of external doors, windows or locks which compromises the security of the Home

#### 4 Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the Home

#### 5 Domestic Power Supply

The failure of the Home's domestic electricity or gas supply

#### 6 Lost Keys

The loss of the only available keys if You cannot replace them to gain access to the Home

#### 7 Vermin Infestation

Vermin causing damage inside the Home or a health risk to You

#### 8 Roof Damage

Damage to the roof of the Home where internal damage has been or is likely to be caused and provided that You own Your Home

#### 9 Alternative Accommodation Costs

Your overnight accommodation costs including transport to such accommodation following a Home Emergency which makes the Home unsafe, insecure or unreasonably uncomfortable to stay in over night

### What is not covered

You are not covered for any claim arising from or relating to:-

1. Costs & Expenses which have been incurred before We accept a claim
2. an Insured Event which happens within the first 48 hours if You take out this section at a different date from other sections under this policy
3. Costs & Expenses where there is no one at Home when the Contractor arrives
4. any matter occurring prior to, or existing at the start of cover under this section, and which You knew or ought reasonably to have known could give rise to a claim under this section
5. any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
6. where You own Your home, a central heating boiler which
  - a) is more than 15 years old and/or
  - b) has not been subject to an annual service in the last twelve months where You rent Your home, a central heating boiler which does not have a valid Landlord's Gas Safety Check record
7. LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
8. the cost of making further permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of the Home
9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
10. damage incurred in gaining access to the Home
11. the failure to maintain any system or equipment or replacing parts that gradually wear and tear over time
12. garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
13. goods or materials covered by a manufacturer, suppliers or installers warranty
14. the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
15. a claim covered by another Home Emergency Assistance policy, or any claim that would have been covered by any other policy if this policy did not exist
16. subsidence, landslip or heave
17. replacing or adjusting any decorative part of any equipment
18. Your Home being left unoccupied for more than 30 days at one time
19. blockage of supply or waste pipes to the Home due to freezing weather conditions

## Section 8 – Home Emergency Expenses Conditions

You must also refer to the Conditions and Exclusions on pages 12 to 14. Failure to keep to any of these conditions may lead the Insurer to cancel Your policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Costs & Expenses from You should this occur.

### 1. Your Responsibilities

You must

- observe and keep to the terms of the policy
- not do anything that hinders Us or the Contractor to assist You if You have a Home Emergency
- tell Us immediately after first becoming aware of any Home Emergency
- tell Us immediately of anything that may materially alter Our assessment of the claim
- cooperate fully with the Contractor and Us
- provide Us with everything We need to help Us handle the claim
- take reasonable steps to recover Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to You

- minimise any Costs & Expenses and try to prevent anything happening that may cause a claim
- allow the Insurer at any time to take over and conduct in Your name any claim, proceedings or investigation

### 2. Our Consent

We must give You Our consent to incur any Costs & Expenses. The Insurer does not accept any liability for Costs & Expenses incurred without Our consent.

### 3. Arbitration

If there is a disagreement between You and Us about the handling of a claim, We will try to resolve this through Our internal complaints handling procedures described on the next page of this policy. If You remain dissatisfied You can refer the dispute to the Financial Ombudsman Service. Further information about the Financial Ombudsman service can be found on page 1 of this policy.

### 4. Cancellation

If You cancel Your Endsleigh Home Insurance policy, cover under this section shall cease.

## How to make a claim under Section 8 Home Emergency Expenses

If You have a Home Emergency please contact Us on 0333 00 7916 as soon as You become aware of the problem providing Your name, address and the nature of the problem.

We will record Your details and then decide on the best course of action to limit Your loss &/or repair the damage. If the incident relates to a Home Emergency covered under this section, We will instruct a member of Our Emergency Contractor Network. **Please note that severe weather conditions and remote locations may affect normal standards of service.**

It is important You do not call out Your own Contractors as the Insurer will not pay their charges and it could invalidate Your cover.

### What happens if I have a complaint?

Like Endsleigh Insurance Services Limited, ARAG plc is committed to providing a first class service at all times. If, however, a complaint arises, You can contact Our Customer Relations Department at 9 Whiteladies Road, Clifton, Bristol. BS8 1NN, or e-mail Us at customerrelations@arag.co.uk We will review Your complaint and will try to address Your concerns, however if You remain dissatisfied You can contact the Financial Ombudsman Service as explained on page 1 of this policy booklet.

If You need to claim for alternative accommodation You must get Our agreement to incur any costs before booking accommodation. You will need to settle the bill and claim reimbursement back from Us.

If the incident is not covered by this section then We can still provide assistance which will be at Your own cost. This may also be an event covered by Section 1 or 2 of this policy and We will seek to advise You accordingly.

You must report any major emergency which could result in injury or serious damage to the Property or anyone inside of it to the Emergency Services or the company that supplied the service.

Your call may be recorded for training and security purposes and will be answered as soon as possible.

### What happens if the Insurer cannot meet its liabilities

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation up to 90% the cost of Your claim in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

## Section 9 – Personal Accident Cover – Insured, Family, Permanent Residents and Visitors

Your Statement of Insurance will show whether You have Cover under this Section.

### Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear. These definitions apply to this section only and are supplementary to the definitions listed on pages 1 to 2 of Your Endsleigh Home Insurance Policy book. The General Conditions and General Exclusions described on pages 12 to 14 of Your Endsleigh Home Insurance Policy book apply in addition to any other condition or exclusion stated in this section.

**Accident/Accidental** – means a sudden and unforeseen event which occurs after the cover start date resulting in Bodily Injury.

**Benefit** – the amount stated in the Table of Benefits.

**Bodily Injury** – any injury which is caused directly or indirectly by Accidental means and which within 104 weeks from the date of the accident shall, solely and independently of any other cause, result in the Insured Person's Death, Loss of Limb(s), Loss of Eye(s), Loss of Hearing, Loss of Speech, disablement or Hospitalisation.

**Children** – all unmarried children of the Participating Customer and/or their Partner who are under age 18 years, or 23 if in full time education at the date of Bodily Injury.

**Effective Date** – the day, month and year shown in Your Statement of Insurance or Endorsement. This is the date when cover commences under this section.

**Effective Time** – whilst an Insured Person is within the legally recognised boundary of the Insured Property including any outbuildings, common areas, or whilst working on the boundary of the Insured Property.

**Hospital Cash** – means the amount per day shown in the Table of Benefits. This is payable for each full day of Hospitalisation for up to 180 days in total from the first day of admission. Stays of less than 24 hours will not be eligible for payment.

**Hospitalisation** – means the admission of an Insured Person into a Hospital for treatment as an In-Patient on the advice of and under the regular care and attendance of a Registered Physician.

**Hospital** – means any establishment which meets all of the following conditions;

- Operates primarily for the reception, care and treatment of injured or ill people as In-Patients
- Provides nursing services by registered or graduate nurses 24 hours a day.
- Has at least one Registered Physician in attendance 24 hours a day.
- Has permanent facilities for medical diagnosis, treatment and major surgery.

- Holds a licence to operate as a Hospital where licensing is required.

**In-Patient** – any Insured Person who has been admitted to a Hospital and for whom a case record has been opened.

**Insured Person** – The Participating Customer, Partner, Children, Visitors and any other permanent residents at the Insured Property as declared to the Local Authority.

**Insured Property** – The property stated on the Statement of Insurance.

**Loss of Eye or Eyes** – shall mean the permanent and total loss of sight which shall be considered as having occurred:

- in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the Insured Person sees at 3 feet what they should see at 60 feet).

**Loss of Limb or Limbs** – shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

**Loss of Hearing** – total, permanent and irrecoverable loss of hearing.

**Loss of Speech** – total, permanent and irrecoverable loss of speech.

**Participating Customer/You** – the Endsleigh customer who has paid the required premium (including any taxes due) and who is noted in the Statement of Insurance as the Policyholder.

**Partner** – the Participating Customer's Partner they are legally married to; or if not married then the Partner they are living with.

**Permanent Total Disablement** – shall mean disablement, caused other than by Loss of Limb, Eye, Hearing or Speech which has lasted for 52 consecutive weeks and will in all probability prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.

**Registered Physician** – means a medical practitioner with medical qualifications accepted by the General Medical Council and who is registered with that body.

**Territorial Limits** – United Kingdom/UK England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Underwriters/Us/Our/We** – the insurer shown on Your Statement of Insurance.

**Visitors** – shall mean all Visitors to the Insured Property who are;

- Acting in a personal capacity, and
- Have been invited on to the Insured Property by any other Insured Person



## Section 9 – Personal Accident Cover – Insured, Family, Permanent Residents and Visitors – Benefits

### The amount payable as a result of bodily injury:

1. Accidental Death	£25,000
2. Loss of Limb or Limbs	£25,000
3. Loss of Eye or Eyes	£25,000
4. Loss of Hearing	£25,000
5. Loss of Speech	£25,000
6. Permanent Total Disablement	£25,000
7. Hospital Cash	£200 per week up to 180 days

### Payment of Benefits

- a) Only one of Benefits 1 to 6 shall be payable in connection with one Insured Person in respect of any one Accident.

### What is covered

If an Insured Person sustains Bodily Injury during the Effective Time the Underwriters agree to pay the Benefit to the Insured Person provided that such Bodily Injury is sustained whilst this policy is in force.

- b) Any disability which existed prior to an Insured Person sustaining Bodily Injury shall be taken into account when calculating the Benefit payable. In such cases medical reports will be obtained and expert medical advice used to ensure that the reduction in payment is proportional to the pre-existing condition.
- c) Benefit 1 shall be reduced to £7,500 for Insured Persons aged under 16 at the date of Bodily Injury.

### Maximum Benefit Limit

The maximum amount payable per Accident shall be limited to £500,000. In the event of an Accident involving more than one Insured Person where the total amount payable exceeds £500,000 the Benefit payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed this amount.

### What is not covered

We will not pay the Benefit to the Insured Person for death or injury

- If caused directly or indirectly by deliberate self-inflicted injury, suicide or attempted suicide
- If caused directly or indirectly by Childbirth or pregnancy
- Outside the United Kingdom
- If at the time of incident the Insured Person has an alcohol or drug content in the blood/urine in excess of the legal limit
- If caused directly or indirectly by an Insured Person's wilful exposure to danger (except in an attempt to save Human life), or the insured person's own criminal act.
- Suffered after age 70 in respect of Participating Customers and Insured Persons.
- Which is the result of or is contributed to by sickness or disease (not resulting from Accidental Bodily Injury), any naturally occurring condition or degenerative process or any gradual decline in physical health.
- Resulting from inflammation or trauma of the tendon, muscle tendon junction and/or surrounding tissue of the hand or compression of the peripheral nerves serving the upper limb caused by over use, constant pressure, friction or repetitive or work related movements.
- Resulting from an Insured Person being admitted to any of the following: a mental institution, an establishment primarily for the treatment of psychiatric conditions, drug addiction, or alcoholism, the psychiatric unit of a Hospital or nursing, rest or convalescence home.
- Any claim from a member of the Armed Forces, emergency services or Visitors attending the Insured Property in the course of their occupation.

## Termination of Insurance

### The following cancellation conditions apply to Personal Accident Cover

#### Cancellation

- You can cancel this cover at any time as long as You tell Us at least 7 days beforehand.
- If You cancel Your Home Insurance Policy there will be no refund of premium under this Section.

This policy shall terminate immediately on the earlier of the following events:

- Upon the death of the Participating Customer.
- The annual anniversary of the Effective Date following the Participating Customer's 70th birthday.

- Policy will be Terminated as follows:

- i) Non payment of the initial premium – terminated from the intended Effective Date.
- ii) Non payment of subsequent premiums (if the initial premium is paid) – terminated from the due date of such unpaid premium.

**Premium Position upon Termination** – In the event premium has been paid for any period beyond the date of Termination of this policy a proportionate amount shall be credited to the Policyholder. If premium has not been paid for any period up to the date of Termination, the Policyholder shall be liable to pay such premium.

**Premium Payment** – Payment of premium will maintain this Policy in force until the next premium payment is due.

## Conditions

### The following conditions apply to Personal Accident Cover

You must also refer to the Conditions and Exclusions on pages 12 to 14.

**Assignment and Surrender Value** – The rights under this policy are not transferable to any other person. This policy will have no value upon its expiry or cancellation.

**Claims** – on the happening of any occurrence likely to give rise to a claim the Insured Person shall notify the Underwriters in writing as soon as possible and in any event within 60 days of the date of the occurrence. The Insured Person shall at their expense furnish to the Underwriters any certificates, information and evidence that may from time to time be required by the Underwriters and in the form prescribed by them. The Underwriters shall be allowed, at their own expense and upon 30 days notice to the Insured Person, to have a medical examination of them. If any claims submitted under this policy shall be in any respect fraudulent, the Underwriters shall be under no liability to make any payment in respect of such claims.

**Communication** – all communication is to be in English.

**Fraud** – if any claim under this policy shall in any respect be fraudulent the Underwriters will not pay benefit in connection with such claim and will be entitled to cancel this policy immediately.

**Interpretation** – any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears.

**Interest** – no Benefit payable shall carry interest.

**Jurisdiction** – English Law will apply to this policy unless before it is issued the Underwriters make a written agreement saying otherwise.

**Rights of Third Parties** – the parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Section 9 – Personal Accident Cover – Insured, Family, Permanent Residents and Visitors – How do You make a claim?

If you need to make a claim, in the first instance you should telephone Ultimate Insurance Solutions Limited on 0370 241 4539, who will arrange for a Claim Form to be sent to you. The completed Claims Form must be returned as soon as possible and in any event within 60 days of the occurrence.

All correspondence relating to Your claim should then be dealt directly between You and the Underwriters.

## Section 9 – Personal Accident Cover – Insured, Family, Permanent Residents and Visitors – Our Commitment to You

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this Home Insurance Policy.

If You do have an enquiry or complaint regarding the service received from Endsleigh please contact Us by:

Telephone: 0800 0858 698

Post: Customer Liaison Department, Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham, Gloucestershire, GL51 4UE

If you have a complaint or enquiry regarding the insurance provided or claims handling, please contact:

The Quality Manager, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE. Tel: 0333 200 0668.

If you should remain dissatisfied following a reply from any of the before mentioned you may ask the Financial Ombudsman Service to review your case. Any decision is binding, but you may reject it without affecting your legal rights.

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Tel: 0800 023 4567

Please ensure you provide your policy number on any correspondence.

## Section 10 – Mobile Phone

Your Statement of Insurance will show whether You have Cover under this Section.

### Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with an initial capital letter to remind You of their importance. These definitions apply to this section only and are supplementary to the definitions listed on pages 1 to 2 of your Endsleigh Home Insurance Policy book. The General Conditions and General Exclusions described on pages 12 to 14 of your Endsleigh Home Insurance Policy book apply in addition to any other condition or exclusion stated in this section.

**Accidental Damage** – The full or partial destruction caused by an unexpected or unforeseen external force or incident.

**Accidental Loss** – The misplacement of Your mobile phone in a public place within the Territorial Limits

**Airtime Provider** – The supplier of Your line rental in respect of the Insured Phone.

**Call Cloning** – The Unauthorised Calls that are stated on Your Insured Phone statement that have not been made from the Insured Phone.

**Commencement Date** – The date on which We accept Your Insured Phone for cover under the policy.

**Insured Event** – Accidental Damage, Accidental Loss, theft and Unauthorised Calls.

**Insured Phone** – The Mobile Telephone shown on Your Statement of Insurance belonging to You and for which this insurance has been affected.

**Premium** – The sum payable by You to Us to ensure cover under this section.

**Territorial Limits** – England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and European Union countries.

**Unattended** – Out of Your sight.

**Unauthorised Calls** – The cost of any calls made on the Insured Phone up to the maximum shown on Your Statement of Insurance should the Insured Phone be stolen, provided always that such theft is reported to the Airtime Provider and Police within 24 hours of discovery of the theft.

### What is covered

#### a) Accidental Damage

Repair or replacement to the same or similar specification of the Insured Phone at Our discretion if the Insured Phone is subject to Accidental Damage within the Territorial Limits.

#### b) Accidental Loss

Replacement to the same or similar specification if the Insured Phone is subject to Accidental Loss within the Territorial Limits at Our discretion.

#### c) Theft

Should the Insured Phone be stolen within the Territorial Limits We will replace it with a mobile phone of the same or similar specification.

#### d) Unauthorised Calls

• Contract phones – Should the Insured Phone be used without Your permission following its theft or by Call Cloning within the Territorial Limits We will pay up to £150.00 provided the Airtime Provider and the Police have been notified within 24 hours of the discovery of the theft.

• Pay as You Go phones – If You have a 'Pay as You Go' type Insured Phone, then Our liability will be limited to a maximum of £5.00 within the Territorial Limits.

The Insured Phone will be repaired in the event of Accidental Damage. In the event of theft or if beyond economic repair it will be replaced with a mobile phone of similar specification or value at Our discretion. The original Insured Phone will become Our property in the event of replacement.

### What is not covered

We will not pay:-

a) the first part of each and every claim as detailed in your Statement of Insurance and Policy Summary.

b) for any loss suffered as a result of not being able to use the Insured Phone or any loss over and above the replacement cost of the Insured Phone.

c) for theft of the Insured Phone:

- from an unattended motor vehicle except where all reasonable care has been taken to conceal the Insured Phone, e.g. concealed in a locked boot or glove compartment and only if all security systems have been activated;
- from any convertible vehicle unless concealed in a locked boot;
- from You except where it has been concealed and not left Unattended or force has been used or threatened;
- where You have not taken all reasonable precautions to prevent the theft of the Insured Phone;
- where theft of the Insured Phone has not been reported to the Police within 24 hours of the discovery of the theft.

d) for Accidental Loss – Where the Accidental Loss of the Insured Phone has not been reported to the Police and Your Airtime provider within 24 hours of the discovery of the loss.

e) for damage caused by:

- You deliberately damaging or neglecting the Insured Phone;
- not following the manufacturer's instructions.

f) for repair or replacement costs for:

- loss caused by a manufacturer's defect or recall of the Insured Phone;
- loss, damage or theft of Smart or SIM cards unless installed in the Insured Phone and in Your possession;
- calls made after the Insured Phone has been stolen if a phone lock code has not been installed;
- any cosmetic damage to the Insured Phone;
- any repairs carried out by persons not authorised by Us;
- loss or damage recoverable under the terms of any other guarantee, warranty or insurance
- loss, damage or theft of a Smart or SIM card which has not been removed from the Insured Phone before the Insured Phone is sent off to be repaired.

g) for the cost of repairing or replacing accessories, peripherals or electrical connections and any loss caused by their use unless stated on Your Statement of Insurance.

h) for any mobile phone purchased from outside the United Kingdom.

i) for any loss/theft/damage of the Insured Phone whilst in the possession of any person under eighteen years of age.

## How Do We Settle Claims for Your Mobile Phone

1. The Insured Phone will be repaired in the event of Accidental Damage.
2. In the event of theft or if beyond economic repair it will be replaced with a mobile phone of similar specification or value at Our discretion.
3. We will not under any circumstances replace the lost or damaged Mobile Phone with a model of a different type or of a higher specification, even if You are prepared to contribute to the additional cost. The original Insured Phone will become Our property in the event of replacement.

## General Conditions Applying to Section 10 – Cover for Your Mobile Phone

1. This insurance only covers mobile phones purchased or provided in the United Kingdom and is subject to any repairs being carried out in the United Kingdom by repairers approved by Us.
2. You cannot transfer this insurance to someone else.
3. In the event of a claim, delivery and collection of Your Insured Phone is free. If for any reason You are not available for the courier at the agreed time You will be charged the sum of £10 plus VAT for each subsequent collection and/or delivery.
4. You may cancel Your Cover under this section by giving Us seven days notice in writing. If You cancel this section, You will not be entitled to a refund of the premium for outstanding Cover.
5. We are covered by the Financial Services Compensation Scheme (the "Scheme"). You may be entitled to compensation from the Scheme if We cannot meet Our obligations. The amount of compensation depends on the type of business. Most types of insurance business are covered for 100% of the first £2,000 of a valid claim and 90% of the remaining amount of the loss. Further information about compensation arrangements is available from the Financial Services Compensation Scheme on 020 7892 7300.

## How to Make a Claim for Your Mobile Phone

1. Endsleigh will deal with all claims. You must refer all correspondence and telephone enquiries to Endsleigh at the following address:-  
Endsleigh Claims Service  
PO Box 432  
Cheltenham Spa  
Gloucestershire GL50 3YD  
Tel: 0800 923 4044  
Email : property.claims@endsleigh.co.uk  
Check Your Policy to ensure that the cause of the loss or damage is covered and read the General Conditions. Your Statement of Insurance will show which Cover Sections are operative.
2. To make a claim, You should:-
  - a) ring Endsleigh on the telephone number above or email us at the address shown above.
  - b) send Us any receipts, bills, valuations or repair estimates as appropriate for all claims for loss or damage
3. In some cases We may arrange either for a member of Our staff or an independent Chartered Loss Adjuster to discuss the claim with You. This is not always necessary but when it is We will advise You of the name and address of the Loss Adjuster and monitor progress of the claim.
4. Please do not worry if We arrange for a Loss Adjuster or member of staff to visit You. It is normal claims procedure and aims to speed up consideration of claims.
5. Certain types of claim will be considered directly by the Insurers if referred to them by Endsleigh.
6. Please remember, if Your Insured Phone has been stolen You must inform the Police within 24 hours of the theft and obtain from them a Police Crime Report Reference Number. You must also inform Your Airtime Provider within 24 hours of the theft to enable them to place an immediate bar on Your Insured Phone number to prevent misuse.
7. If You are uncertain who Your Airtime Provider is please check Your monthly mobile telephone bill or contact the retailer who supplied the phone.
8. Our claims handlers will explain Your next steps. If Your Insured Phone is damaged please ensure You can make it available for inspection and repair.
9. If Your Insured Phone requires repair or replacement You must remove Your SIM or Smart card before collection by the courier. Your SIM or Smart card must be put in a safe place as You will need it when You receive Your repaired or replaced mobile phone.

## Section 11 – Payment Protection Insurance:- Accident/Sickness, Hospitalisation and Unemployment

Your Statement of Insurance will show whether You have cover under this section

### Important:

This section contains terms that set out what is covered and what is not covered by this insurance. You should read this document carefully so that You know what insurance You have. Provided You have paid Your premiums, We will pay the benefits described for Accident/Sickness, Unemployment, or Hospitalisation. Full details of Your cover and its limitations are contained in this section.

### Definitions

The following key words which are listed below in alphabetical order have the same meaning wherever they appear. These definitions apply to this section and are supplementary to the definitions listed on page 1 to 2 of Your Home Insurance Policy book. The General Conditions and General Exclusions on pages 12 to 14 of Your Home Insurance Policy book apply in addition to any other conditions or exclusions stated in this section.

**Accident/Sickness** – You are confirmed as unable to Work by Your Doctor because you have suffered an accidental bodily injury or sickness or disease. You must be unfit to do the Work You are/were employed to do. If You are not in Work, Your Doctor must confirm that You are completely unable to carry on any paid Work that Your experience, education or training would allow you to do. You must be under the continued supervision of, and receiving treatment from, a Doctor throughout the period of Your claim.

**Agreement** – An Agreement with the Lender for the payment of insurance premiums by instalments.

**Back Condition** – Any illness or disability which is due to or arising from any disorder of, or injury to, the spine, its intervertebral discs, nerve routes or supporting musculature and ligaments.

### ARE YOU ELIGIBLE FOR COVER UNDER THIS SECTION?

This section contains general provisions and specific exclusions which define the extent of insurance cover. It is particularly important that You check that You are eligible to be covered under this section by carefully reading the following summary of requirements..

On the Start Date You must:

1. Be the Policyholder; and
2. Be living lawfully in the UK; and
3. Be between 16 and 69 years of age.

**Carer** – You being unable to Work only because You have to care for Your Relative. You must be registered with Your local social services department as a Carer.

**Company, We, Us, Our** – The Insurer named in Your Statement of Insurance or Endsleigh Insurance Services Limited acting on their behalf.

**Doctor** – A registered medical practitioner practising in the United Kingdom being a fully registered person under the Medical Act 1983; this does not include You, Your spouse, Your co-habitees, Your registered civil partner under the Civil Partnership Act 2004 or any of Your Relatives.

**End Date** – The End Date stated in Part 1 - A Guide to This Section.

**Hospitalisation/Hospitalised** – A lawfully operated establishment in the UK (other than a convalescent, nursing or rest home, or convalescent, nursing or self-care or rest section or unit of a Hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hours a day nursing service by registered nurses. Hospitalised is being confined to Hospital because of Accident/Sickness on the instructions of a Doctor.



## Section 11 – Payment Protection Insurance:- Accident/Sickness, Hospitalisation and Unemployment (continued)

### Definitions (continued)

**Involuntary Unemployment/Unemployment/Unemployed** – Being without Work or any other paid job, including being without Work due to becoming a Carer.

**Lender** – The Premium Finance Provider stated on Your Statement of Insurance.

**Mechanical Back Pain** – Pain produced by the distortion or dysfunction of the muscles, ligaments, or joints. Mechanical back pain does not include disc injuries, diseases of the bones, or pain referred to the back by diseases in other organs. Mechanical means the source of the pain may be in the spinal joints, discs, vertebrae or soft tissues.

**Monthly Benefit** – The monthly amount due from You to the Lender under the terms of Your Agreement excluding default charges, associated costs, arrears.

**Period of Cover** – The period from the Start Date to the End Date.

**Permanent Employment** – You are Working for remuneration for an employer based in the UK under a contract of employment and paying Class 1 National Insurance Contributions.

**Policyholder** – You having taken out a Home Insurance Policy through Endsleigh Insurance Services Limited and having entered into an Agreement with the Lender.

**Psychological Illness** – A condition affecting, or arising in the mind which is related to Your mental and emotional state. This includes all forms of depression, anxiety and stress or stress related illness.

**Relative** – Your spouse, partner, parent or child.

**Self-employed** – You are working alone, or in partnership with others in the UK for remuneration or profit, registered with HMRC as self-employed, and paying Class 2 National Insurance Contributions (or being credited in respect of such contributions) and being assessed for Income Tax under Schedule D Case I or II.

**Start Date** – The date shown in Your Statement of Insurance as the start date of Your period of cover.

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

**Work** – Being in Permanent Employment or Self-employed (including being on statutory maternity, paternity or adoption leave).

**You, Your** – A UK resident who is eligible for and has applied for the insurance under this section.

## Part 1 – A Guide to This Section

### Who are Your insurers?

The Insurer named on Your Statement of Insurance provides Accident/Sickness, Hospitalisation and involuntary Unemployment (including Carers) cover as set out in PART 3 of this section.

### Who is insured?

You, the Policyholder.

### Who is Your Lender?

The Premium Finance Provider stated on Your Statement of Insurance.

### When does my insurance cover start?

The date The Premium Finance Provider stated on Your Statement of Insurance advances credit to You for Your insurance premiums.

### When does my insurance cover end?

The End Date of Your Policy is the earliest of the following dates:-

- The date of Your death; or
- The date You reach the age of 75; or
- The date You no longer have an Agreement with the Lender; or
- The date on which a premium has remained unpaid by You for a period of 2 months after it is due.

### What benefits will We pay?

We will pay the Monthly Benefit to You as defined in this section for Accident/Sickness, Hospitalisation or Unemployment.

Please note-if the instalments that You have to pay under Your Agreement are changed due to a mid-term adjustment (excluding adjustments due to default or arrears) or renewal of Your Home Insurance Policy, the amount of Monthly Benefit We will pay for a claim will also change and We will pay an amount of Monthly Benefit equal to Your instalment under Your Agreement.

### How will Monthly Benefits be calculated?

**Accident/Sickness:** You must have been confirmed as unable to Work due to Accident/Sickness for a continuous period of 14 days after which We will pay a sum equal to one thirtieth of the Monthly Benefit for each such day. We will then pay a sum equal to one thirtieth of the Monthly Benefit for each additional day during which You remain continuously unable to Work due to Accident/Sickness.

**Hospitalisation (only applies to those who are not in Work):** You must have been Hospitalised due to Accident/Sickness for a continuous period of 5 days. We will then pay one Monthly Benefit. We will then pay a further Monthly Benefit for an additional period of 10 days provided that You remain continuously Hospitalised. We will then pay a further Monthly Benefit for an additional 15 days provided that You remain continuously Hospitalised. We will not pay more than 3 Monthly Benefits in total for Hospitalisation claims under this section.

**Involuntary Unemployment (including benefit for Carers, this cover only applies to those who are in Work):** You must have been Unemployed for a continuous period of 30 days, after which We will pay one Monthly Benefit. We will then pay a sum equal to one thirtieth of the Monthly Benefit for each additional day during which You remain continuously Unemployed.

### When will Monthly Benefits be paid?

Payment of Monthly Benefits will be made by Us monthly in arrears. Please note –you must continue to pay your premiums while you are claiming benefits otherwise you will not be entitled to receive those benefits.

### What limits are there on how many Monthly Benefits You can receive at any one time?

We will not pay two Monthly Benefits if You are Unemployed and/or unable to Work due to Accident/Sickness at the same time. We will not pay Monthly Benefits for both Accident/Sickness and Hospitalisation at the same time.

## Part 2 – The Premium You Pay

This section provides cover for one month at a time and the premium is paid monthly.

The amount You pay includes Insurance Premium Tax. If the rate of Insurance Premium tax changes, We will advise You in writing at Your last known address of the new amount You must pay at least 30 days before the premium is collected.

We reserve the right to increase the premium You pay. We will advise You in writing at Your last known address of the new amount You must pay at least 30 days before the premium is collected.

You must continue paying Your premiums when You are claiming benefit, otherwise You will not be entitled to receive the benefit.

## PART 3 – Benefits

### A. Accident/Sickness

#### What will We pay if You are confirmed as unable to Work due to Accident/Sickness?

We will pay Monthly Benefit to You if, during the Period of Cover, You suffer Accident/Sickness.

Where You are on statutory maternity, paternity or adoption leave, or not in Work immediately before Your Accident/Sickness, Your Doctor must confirm that Your Accident/Sickness would wholly stop You from carrying on any Work for remuneration or profit that Your experience, education or training would allow You to do as if You were not on statutory maternity, paternity or adoption leave, or You were in Work.

#### For how long will Monthly Benefits be paid?

We will pay the Monthly Benefit until the earliest of the following dates:

- a. the date when You stop being confirmed as unable to Work; or

- b. the date when You do not give Us proof that You are unable to Work; or

- c. the date when You return to Work; or

- d. the date when We have paid 3 Monthly Benefits in respect of any Back Conditions. Payment for Back Conditions will be limited to 3 Monthly Benefits unless You have been referred and, when seen, You remain under the care of a specialist for the Back Condition. If You are under an appropriate specialist for the management of the condition, the claim will be considered up to the maximum 12 Monthly Benefits. All claims for Back Conditions that fall under the description of mechanical back pain will be limited to 3 Monthly Benefits in total regardless of any specialist referral that may have been made. If the condition continues beyond this point and a new diagnosis is provided at a later date, further consideration will be given to the claim; or

## PART 3 – Benefits (continued)

- e. the date We have paid 3 Monthly Benefits for Psychological Illness unless You have been referred to an appropriate specialist and remain under the care of this specialist, and are receiving medication to assist with Your recovery. For Psychological Illness claims a specialist will include a psychiatrist, a psychologist or any mental health nursing team other than Your own general practitioner. If there has been an appropriate specialist referral Your claim will be considered up to the maximum 12 Monthly Benefits.
- f. the date when We have paid 12 Monthly Benefits for any one Accident/Sickness claim; or
- g. the date when We have paid 24 Monthly Benefits in total for Accident/Sickness claims in total under the section; or
- h. the End Date.

### How do You re-qualify for Accident/Sickness benefits?

If We stop paying Monthly Benefit because You stop being confirmed as unable to Work due to Accident/ Sickness, You do not give Us proof that You are unable to Work due to Accident/Sickness or You return to Work, then We will not pay any further Monthly Benefit for Accident/ Sickness until You have returned to Work for a continuous period of at least 6 months. If You are on statutory maternity, paternity or adoption leave during this period (or, if You were not in Work immediately before Your Accident/Sickness), Your Doctor must confirm that You have been fit for Work for a continuous period of at least 6 months as if You were not on statutory maternity, paternity or adoption leave, or You were in Work.

### Special Note

If We have paid less than 12 Monthly Benefits for a claim and You return to Work, or are confirmed as able to Work but are again confirmed as unable to Work resulting from the same Accident/ Sickness within 6 months of the date of Your confirmation of ability to return to Work We will consider paying Monthly Benefits for the reoccurrence of that inability to Work. We will treat this as one claim for which a maximum of 12 Monthly Benefits will be paid.

### EXCLUSIONS

#### When will We not pay Accident/Sickness benefit?

Please note the limits to claims for Back Conditions and Psychological Illness contained in d) and e) above.

## B. Hospitalisation Benefit

Please note this section only applies to those who are not in Work.

### What will We pay if You are Hospitalised?

We will pay Monthly Benefit to You if, when You are not in Work, you are Hospitalised during the Period of Cover.

### How do You qualify for Hospitalisation benefit?

You must not have been in Work and have been Hospitalised. Payment of Hospitalisation benefit will be in addition to any entitlement You may have to Accident/Sickness benefit.

### EXCLUSIONS

#### When will We not pay Hospitalisation benefit?

We will not pay benefits if Hospitalisation results directly or indirectly from reasons contained in the exclusions under Accident/Sickness (see Part 3A. When will We not pay Accident/Sickness benefit?).

### Special Note

We will not pay Hospitalisation benefits for any period of Hospitalisation after the End Date. We will not pay Monthly Benefits for both Accident/ Sickness and Hospitalisation at the same time.

## C. Involuntary Unemployment Benefit (Including Carers)

Please note You must be in Work to have this cover.

### What will We pay if You become Unemployed?

We will pay Monthly Benefit if, during the Period of Cover, You become Unemployed.

### How do You qualify for Monthly Benefits?

Monthly Benefits are only payable if You have been in Work for at least 6 months immediately before the date of Your Unemployment. You must be registered for Work at an Employment Services Job Centre and be receiving either Jobseekers Allowance or National Insurance Credits or You must provide alternative evidence that You are unemployed and are actively seeking employment.

If You are Self-employed Your business must also have stopped trading and/or Your business must be in the process of being wound up, (or if a partnership, dissolved), and You must have involuntarily ceased trading because You could not find enough Work to meet all Your reasonable business and living expenses, and have told HM Revenue & Customs.

### How do Carers qualify for Monthly Benefit?

You must have been in Work continuously for at least 6 months immediately before the date of Your Unemployment.

You will have to provide a letter from the Doctor of Your Relative to confirm the nature and Start Date of the condition suffered. This will include details of when Your Relative first consulted for this condition and when it was first diagnosed.

If You are in Permanent Employment Your last employers must confirm that You did not leave Your employment for reasons other than to become a Carer.

If You are Self-employed Your business must have totally and permanently ceased to trade due to You becoming a Carer and You must have told HM Revenue & Customs.

You must provide Us with the Community Care Assessment of the needs of Your Relative and Your Carer's Assessment. You must have received a community care assessment from which it is reasonable for Us to decide that the Relative requires care from You for at least 35 hours every Week.

### What if You want to do temporary Work?

If You want to start temporary Work whilst You are Unemployed You must first contact Us and give Us full details of the temporary Work and We must agree to this. If the Work lasts more than 6 months We will not regard this as temporary Work. If temporary Work does not last for more than 6 months We will stop paying Monthly Benefit during the period of Your temporary Work. When Your temporary Work stops We will start or continue payment of Monthly Benefit as if You had one continuous claim.

### For how long will Monthly Benefits be paid?

We will pay Monthly Benefit until the earliest of the following dates:

- a. the date when You stop being Unemployed or do not provide proof that You are Unemployed; or
- b. the date when You return to Work; or
- c. the date when We have paid 12 Monthly Benefits for any one Unemployment claim; or
- d. the date when We have paid 24 Monthly Benefits in total for Unemployment claims under this section; or
- e. the date when Jobseekers Allowance or National Insurance Credits stop because You refuse to follow a Jobseekers Direction or You're refusing a place on a prescribed course or programme; or
- f. the End Date.

### How do You re-qualify for Monthly Benefits?

If You stop being entitled to Monthly Benefit then You will not be entitled to any further Monthly Benefits until You have returned to Work for a continuous period of at least 6 months

### EXCLUSIONS

#### When will We not pay benefits?

We will not pay benefit if:

1. Your Unemployment starts within 30 days of the Start Date, or, in Our reasonable opinion, You were aware of future Unemployment prior to the Start Date; or
2. You, at the date of Your Unemployment:
  - (a) Are doing temporary Work; or
  - (b) Are employed on a fixed term contract unless You have been employed under that contract with the same employer for a continuous period of 24 months; or
  - (c) Are a director or a majority shareholder of, or Your husband, wife, parent, Your civil partner, child, brother, sister, or Relative by blood or marriage is a director and/or a majority shareholder of, the company that makes You Unemployed (unless a liquidator or administrator has been appointed in respect of that company by its creditors)

### Special Note

1. If You are employed under a fixed term contract for less than 24 months, but Your contract is terminated before its original expiry date, We will pay Monthly Benefits from the date of its termination to the original expiry date (provided no other exclusions set out above apply).
2. If You are a Carer, in addition to the exclusions set out above, We will not pay Monthly Benefits if:-
  - (a) the Sickness, disease, condition or injury of the person being cared for existed prior to the Start Date (this exclusion will not apply if, in the opinion of Our Chief Medical Officer, the Sickness, disease, condition or injury would not have normally deteriorated or was not considered likely to deteriorate to the extent that full time care is required during the Period of Cover); or
  - (b) In Our reasonable opinion the Community Care Assessment does not confirm that Your Relative requires a Carer.
3. We will not pay Monthly Benefit for any period in respect of which You have received a payment in lieu of notice.



## Part 4 – Claims

### How do You make a claim for benefits?

You must write to Us telling Us You want to make a claim. This should be done within 120 days of the date of the event for which a claim is being made.

You must give Us any information and proof that We may reasonably need. You will have to pay for this. We may require You to be examined by a medical examiner of Our choice. We will pay for this. If You do not attend this examination, no further benefit will be paid.

When Accident/Sickness or Unemployment Monthly Benefits are being paid You must give Us any proof of continued inability to Work due to Accident/Sickness or Unemployment that may be reasonably required. You must pay for this. No Monthly Benefits shall be paid for any period for which You do not provide proof.

### Claims Procedure

We have authorised Endsleigh Insurance Services Limited to deal with claims on Our behalf. To request a claim form please contact **Endsleigh Insurance Services Limited, PO Box 432, Cheltenham Spa, Gloucestershire, GL50 3YD. Telephone Number: 0800 923 4044**

### Converting a Claim

If We are paying Accident/Sickness benefit and at the same time You become Unemployed You must write to Us immediately explaining Your change in circumstances. If a Doctor confirms You are fit to return to Work while We are paying Accident/Sickness benefit, these benefits will then stop. If You have not found Work, You may then make a claim

for Unemployment benefit and We will consider Your claim. If You convert a claim the maximum number of Monthly Benefits payable will be 12 in total for both Accident/Sickness and Unemployment. When considering Your Unemployment claim, We will ignore the fact that You were not in Work immediately before the Unemployment claim and no excess/waiting period will apply.

If You are receiving Monthly Benefit for Unemployment and at the same time You become unable to Work due to Accident/Sickness You must write to Us immediately explaining Your change of circumstances. The Unemployment claim will stop on the date You became unable to Work due to Accident/Sickness and We will consider Your Accident/Sickness claim. If You convert a claim, the maximum number of Monthly Benefits payable will be 12 in total for both Accident/Sickness and Unemployment. When considering Your Accident/Sickness claim, We will ignore the requirement for You to be in Work at the date of the Accident/Sickness. If We do not pay benefits for the Accident/Sickness claim, We will look at the original Unemployment claim once a Doctor confirms You are fit to return to Work. You must tell Us in writing that You are no longer unable to Work due to Accident/Sickness and if asked provide reasonable proof to Us of this. No excess/waiting period will apply.

**Please note the maximum number of benefits payable under a continuous claim is 12 payments whether this relates solely to Accident/Sickness or Unemployment, or a converted claim from one to the other.**

## Part 5 – General Provisions

### Fraudulent or Misleading Information or Claims

If any information provided to Us by You or anyone acting on Your behalf is inaccurate Your right to any benefit under this section shall end.

If any claim under this section is fraudulent or is intended to mislead Us or if any misleading or fraudulent means are Used by You or anyone acting on Your behalf to obtain benefit under this section, Your right to any benefit under this section shall end and We shall be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim.

### Payment of Benefits

Payment made by Us under this section may, in some circumstances, affect Your entitlement to State Benefits. Payment of benefit may be made by The Insurer named on Your Statement of Insurance on behalf of the Company. Such payment shall constitute full discharge of the liability of the Company to You. All benefits that We pay under this section will be paid to You, the Policyholder.

### Cancellation

#### 30 Day cooling off period

You have the right to cancel Your insurance cover under this section within 30 days of the Start Date or the date You receive Your documents, by You sending Us written notice to the address shown in Your Statement of Insurance. We will refund Your premium less a charge for the period You have been insured, provided You have not claimed any benefit under the section in which case no refund will be due. We will not charge You an administration fee in connection with this cancellation.

#### Cancellation (other)

You may cancel Your insurance cover under this section at any time by giving Us 30 days' written notice to the address shown in Your

Statement of Insurance. You will not be entitled to a refund of any premium paid under this section (other than as stated in 30 Day cooling off period) unless You were ineligible at the Start Date for insurance under this section and provided that no information supplied to Us by You or on Your behalf was inaccurate.

### Legal

This section, together with any endorsement to it, any proposal and any other written statement made by You or on Your behalf on which We have relied when accepting You for cover under this section, constitutes the whole of the contract between You and Us.

No provision or condition of this section may be waived or modified except by a written endorsement, which must be signed by an authorised official on Our behalf.

English Law applies to this section unless You have asked for another law and We have agreed to this in writing before the Start Date.

It is not possible for You to transfer Your rights under this section.

No person, persons, company or other party who or which is/are not covered under this section or the Lender will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this section. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

The Financial Services Compensation Scheme may assist You in some circumstances, if We were unable to meet Our liability to You. Further details are available on request.

The Data Protection Act 1998 gives You the right to a copy of Your personal data held by Us upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 We are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise Us if You require any of these services to be provided so that We can communicate in an appropriate manner.

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## About Your Insurers

### Risk Transfer

We act as agents for the insurer for the collection and refund of premiums and the payment of claims. This means that premiums are treated as being received by the insurer when cleared funds are received by us and that any premium refunds or claims monies are treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

## The Endsleigh Group of Companies (“Endsleigh”) Data Protection Act 1998 (“the Act”)

It is Endsleigh’s policy to take all necessary steps to ensure that personal data held is processed fairly and lawfully in accordance with the Act.

We hold personal data relating to you in connection with insurance products and services you have asked us to provide. Except to the extent we are required or permitted by law, personal data provided to or obtained by us will be used for the purposes of providing you with the products and services you have requested. It may also be shared within the Endsleigh Group of Companies, full details are available on request, as well as carefully selected third parties who have products and services that we think may be of interest to you. We may wish to contact you from time to time by post, telephone or e-mail about other products and services that may be of interest to you. If at any time you do not wish to receive this information then please write to the Company’s Group Data Protection Officer at: Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham, Glos GL51 4UE.

Under the Act, as a data subject, you are granted certain rights. If you would like to know what information we hold about you and from where it was obtained you can write to us as above. We may charge you a statutory administration fee to comply with your request.

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help Us check the information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search the register. When You tell Us about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, We will pass information relating to it to the register.

You should show this notice to anyone who has an interest in the property insured under the Policy.

Should you have any other queries in connection with data protection then please contact the Company’s Group Data Protection Officer as above.