Utility Warehouse

Home insurance

Policy wording

Welcome

Welcome to **your** new Utility Warehouse Home insurance policy. **We** are glad that **you** have chosen to obtain **your** insurance through Utility Warehouse. **We** hope that this cover meets **your** needs and **we** encourage **you** to carefully read through this document. It is really important that **you** understand what insurance **you** have and how it works.

The team at Utility Warehouse have tried to make this policy as easy to understand as possible. However, if there is anything that **you** do not understand, just let **us** know. **We** are here to help!

Please read this document to make sure **you** have bought the right **Home** insurance product for **you.** To make life easier, this document has a contents page so that **you** can easily find what **you** need.

You should have:

1. this policy wording;
2. **your Schedule;** and
3. **your** statement of facts.

Please read these documents together. The policy wording and Schedule form the contract of insurance between **you** and **us.**

Please check the information **you** provided when taking out the insurance to ensure it is correct. If any of the information **you** have provided is incorrect, please tell Utility Warehouse immediately and **we** can update **our** records. This is important, because if any of the information provided is not correct, it may affect any claims that **you** make or any cover that **you** have.

Exclusions

Please remember, no insurance policy can cover everything and **our** Utility Warehouse Home insurance policy is no exception. **We** do not cover certain items of property, and **we** exclude damage caused by certain events. The things that are not covered by **your** policy are set out under headings 'things **we** do not cover'. Also, general exclusions that apply to sections A - D are explained on pages 37 to 39.

General conditions

The general conditions which apply to sections A-D are stated on pages 40 to 44. It is important to ensure that **you** understand the general conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

Please check **your** cover to ensure that it meets **your** needs. If the cover does not meet **your** needs, please contact Utility Warehouse straight away.

Contents

Summary of the cover

Section A – Buildings

Your building cover is designed to insure **you** against loss of or damage to **your Home**. **We** clearly explain what is and is not included as a 'building' in **our** definitions section on page 7. Details of this cover can be found on pages 12-18.

Section B – Contents

Your contents cover is designed to insure **you** against loss of or damage to certain items that **you** store in **your Home** (such as certain possessions, decorations, fixtures and furnishings). **We** clearly explain what is and is not included as **'contents'** in **our** definitions section on page 7. Details of this cover can be found on pages 21-30.

Section C – Personal possessions

Your Personal Possessions cover (which is optional) is designed to insure **you** against loss of or damage to certain items when **you** take the possessions outside of **your Home**. **We** clearly explain what is and is not included as **'Personal Possessions'** in **our** definitions section on pages 33-34. Details of this cover can be found on page 33.

Section D – Pedal cycles

Your pedal cycle cover (which is optional) is designed to insure **you** against the theft of or accidental loss or damage to **your** bicycle when **you** use it outside of **your Home**. Details of this cover can be found on page 35.

Section E – Legal expenses

Your legal expenses insurance (which is optional) is designed to insure **you** against the costs of different types of dispute, mainly of a formal legal nature. Details of this cover can be found on page 48.

Section F – Home emergency

Your Home emergency insurance (which is optional) is designed to insure **you** against the costs of various types of home emergencies. Details of this cover can be found on page 67.

Our relationship with you and your insurer

The role of Utility Warehouse

This policy is arranged and administered by Utility Warehouse Limited, trading as Utility Warehouse. Utility Warehouse Limited is authorised and regulated by the Financial Conduct Authority. This policy is underwritten by the **insurer(s)** that are specified in **your Schedule**.

Utility Warehouse's role is to arrange **your** insurance cover and assist **you** with the administration of the policy, such as collection of premium, handling cancellations and complaints and dealing with non-claims related queries **you** may have. Utility Warehouse sell and administer certain insurance products and have oversight of the complaint handling process in relation to this insurance (as more fully explained on page 6).

Unless stated to the contrary in the **Schedule**, the **insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. If **you** have a claim, please contact **your Insurer**, using the details on the first page of **your Schedule**.

The **Insurer** underwrites **your** risk in return for a premium. The **Insurer** who underwrites **your** risk (and their contact details) is specified in **your Schedule**. The **Insurer** has offered to underwrite **your** risk based on the information **you** provided to Utility Warehouse when **you** applied for this policy (such as where **you** live, flood risk and the condition of **your property**).

The Insurer(s) of the Legal Expenses Insurance (Section E) and the Home Emergency Insurance (Section F) may be different from the **Insurer** of the other sections under this policy (Sections A to D), where there are multiple **Insurers** this will be specified in **your Schedule**.

Making a claim

Making claims under sections A to D

Remember, after a loss event please first make sure **you** and **your** family are safe, and that police have been informed if necessary. Once that is the case, please act quickly and let the **insurer** specified in **your Schedule** know what has happened. To do this **you** should:

1. Have a look to see if the loss or damage is covered under this policy;
2. Please have to hand **your** policy reference number and details of the loss or damage that has occurred; and
3. Call the **insurer** specified in **your Schedule** to make a claim. The relevant contact number will be detailed in **your Schedule**

Complaints

This insurance is administered on behalf of **your Insurer** by Utility Warehouse.

We hope that **you** are extremely happy with **your** Home Insurance Policy but **we** do recognise that from time to time things can go wrong.

If **you** have a complaint about **your Insurer** or in relation to a claim, please contact **your Insurer** directly. Their contact details can be found on **your** Policy Schedule.

If **you** have a complaint about the content of the policy, or any aspect of the way the policy was sold to **you** or administered for **you**, please contact the **Home Insurance Team** at Utility Warehouse who arranged **your** policy for **you.**

Telephone: **0333 777 0225**

E-mail: **insuranceteam@uw.co.uk**

In writing to: **Insurance Complaints, Utility Warehouse, 508 Edgware Road, London, NW9 5AB**

If **you** are still not satisfied with the outcome of **your** complaint, then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within 6 months of the final response to **your** complaint. **You** will be reminded of any time limits in final response letters.

In writing to: **Financial Ombudsman Service, (Insurance Division), Exchange Tower, Harbour Exchange Square, London, E14 9SR**

or online: **https://help.financial-ombudsman.org.uk/help**

Telephone: **0800 023 4567**

Email: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

1 Definitions

The defined words have the meanings set out below. Where these defined terms appear in this policy wording they will be highlighted in **bold.**

1.1 Accidental damage

Unexpected physical damage caused by sudden identifiable external means.

1.2 Buildings

Your home and its permanent **fixtures and fittings,** walls, gates, hedges, fences, paths, lamp posts, railings, terraces, drives, patios, sunken swimming pools, ornamental ponds, hard tennis courts, septic tanks, cesspits, central-heating fuel tanks, wooden, laminate or vinyl floor coverings, fountains and statues permanently fixed into the ground, sheds and greenhouses, permanently fixed Jacuzzis and hot tubs, and solar panels permanently fixed to the home, all forming part of the **property** for which **you** are legally responsible. These must all be at the address shown in **your Schedule.**

1.3 Business equipment

Furniture, computers, laptops (excluding electronically stored data), keyboards, monitors, printers, computer-aided design equipment, facsimile machines, photocopiers, telecommunications equipment and stationery, which are used for the business, trade or profession of **you** or **your family.**

1.4 Computer viruses

Any program or software from an unauthorised source that introduces itself through a computer system, network or software which prevents any operating system, computer program or software working properly or at all.

1.5 Contents

1.5.1 aerials, satellite receiving equipment or masts fixed to or in the **home;**

1.5.2 **business equipment** up to a total as set out in **your Schedule;**

1.5.3 carpets whether fitted or not;

1.5.4 **high risk items** up to the limits shown on **your Schedule;**

1.5.5 household goods, furnishings, furniture, domestic appliances and **personal possessions;**

1.5.6 interior decorations where **you** are the tenant of the **home** or where **you** are the owner, but not responsible for insuring the **buildings;**

1.5.7 pedal cycles up to the amount specified in **your Schedule;**

1.5.8 tenants **fixtures and fittings.** Which **you** or **your family** own or for which **you** or **your family** are legally responsible.

See pages 21-30 for exclusions.

1.6 Credit cards

Credit, cheque, charge, debit or cash dispenser cards 1.7 Domestic duties Work and/or chores undertaken in **your** home and its land as shown on the title deeds. Domestic duties do not include the work or duties of someone who is employed to provide care for **you**.

1.8 Domestic employee

Any person directly employed by **you** to carry out **domestic duties** and not employed by **you** in connection with any other business, profession, trade or employment or anyone that is selfemployed and working on a labour-only basis.

1.9 Endorsement

Any change made to the terms of the policy, which will be shown on **your Schedule.**

1.10 Excess

The excess is the amount **you** must pay towards any claim and is specified in **your Schedule.**

Where one incident requires a claim to be made under more than one section of this policy, only one **excess** will be deducted.

There are three types of **excess:**

1. policy **excess:** This is the standard **excess** which is applied to all policies and forms part of the policy terms;
2. voluntary **excess:** This is selected by **you** and applied in addition to the policy and compulsory **excess;** and
3. compulsory excess: Applied by us by endorsement.

1.11 Family

You and **your:**

- Spouse or domestic partner sharing financial responsibilities
- Children (including adopted and foster children)
- Relatives
- Who permanently live with **you.**

1.12 Fixtures and fittings

- Built in furniture, kitchen units and domestic appliances
- Fixed glass and sanitary ware
- Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers, storage heaters
- Light fittings

1.13 Ground heave

The upward movement of the ground beneath the **buildings** as a result of the soil expanding.

1.14 High risk items

- any collections of stamps, coins, medals, banknotes or other collectable articles;
- articles made of gold, silver, precious metals or precious stones;
- clocks;
- jewellery, watches or furs;
- sculptures, tapestries, rare and unusual figurines or any item valued for its rareness;
- pictures, paintings or other works of art;
- photographic equipment, binoculars, telescopes;
- portable musical instruments;
- guns;
- audio and audio visual equipment;
- computer equipment.

1.15 Home

The private dwelling and domestic garages and permanent outbuildings (if shown on the title deeds) of **your** private dwelling at the address shown in **your Schedule,** used for domestic purposes only.

1.16 Insurer(s)

The **insurer**(s) shown in **your Schedule.**

1.17 Kitchen appliance

Any washing machine, dishwasher, refrigerator, freezer.

1.18 Landslip

Downward movement of sloping ground.

1.19 Motorised vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles used as domestic gardening equipment;
- vehicles which are designed to assist disabled persons (as long as the vehicles are not registered for road use);
- golf carts, trolleys or buggies; and
- battery or pedestrian operated models or toys.

1.20 Period of insurance

The period shown in **your Schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

1.21 Personal money

- cash, cheques, postal or money orders, travellers' cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, luncheon vouchers or stamps for TV licence, gas, electricity or other household bills;
- travel tickets, sports season tickets, phone cards or mobile telephone or multi-media prepaid vouchers (but only for the cost of replacement for the period from the date of loss to the expiry date of the original ticket or voucher) if a duplicate cannot be obtained.

All the above held for social or domestic purposes only.

Personal money does not include:

- Avios/air miles or promotional vouchers;
- store points;
- lottery tickets, scratch cards, raffle tickets;
- stamps which are part of a stamp collection;
- money held/used for business purposes.

1.22 Personal possessions

- luggage, clothing, jewellery or spectacles;
- sports equipment;
- musical instruments;
- photographic equipment;
- mobile phones;
- laptops, computer equipment designed to be portable, portable audio/visual equipment; or other items which are normally used, worn on or carried about the person.

All of which belong to **you** or **your family** or **you** or **your family** are legally responsible for.

Personal possessions does not include:

- anything which is defined as not included under **contents** (see pages 21-30);
- camping equipment;
- deeds, electronically stored data, **personal money** or **credit cards;**
- household goods, domestic appliances, furnishings, furniture, china, glass or pottery;
- pedal cycles; and
- tools.

1.23 Redecoration

Internal painting and decorating, tiling, replacement of bathroom suites and/or kitchen **fixtures and fittings** including sinks, wash basins and showers. Internal joinery, plastering, installation/repair of central heating and external window replacement.

1.24 Schedule

The document showing details of the cover **you** have including any **endorsements. your Schedule** is part of this policy and must be read in conjunction with the policy.

1.25 Settlement

Downward movement of properties within ten years of construction as a result of the soil being compressed by the weight of the **buildings.**

1.26 Subsidence

Downward movement of the site on which the **buildings** are situated by a cause other than **settlement.**

1.27 Unfurnished

When **your home** is not sufficiently furnished for normal living purposes.

1.28 United Kingdom

The **United Kingdom** of Great Britain and Northern Ireland.

1.29 Unoccupied

When **your home** has not been lived in by **you** or **your family** for more than 60 days in a row. Lived in means slept in frequently.

1.30 Vermin

Rats, mice, squirrels, pigeons, badgers and foxes.

1.31 We, us or our

Unless stated otherwise, means the **Insurer(s)** shown in **your Schedule.**

1.32 You or your

The person or people shown on **your Schedule** as the insured.

2 Section A - Buildings cover

Your Schedule shows if this section applies to **your** policy.

We cover the following	We do not cover
Your buildings	The **General Exclusions** shown on pages 37 to 39. The **excess** shown in **your Schedule.** Fees which **you** incur: • for preparing **your** claim; or • without **our** permission. **Buildings** does not include: • land; • trees, shrubs and plants • aerials, satellite receiving equipment or masts; • carpets, whether fitted or not; • treehouses; • inflatable structures of any kind; • any structure that does not have a permanent base, other than greenhouses and sheds; • any structure which is made of canvas, polythene or any other non-rigid material.
You are insured against loss or damage to your buildings by the following causes:	**You are not insured against loss or damage in the following circumstances:**
1. Fire, smoke, lightning, explosion, earthquake, storm, flood.	Caused by storm or flood to gates, hedges or fences. Storm or flood damage caused by rising ground water levels or frost. Any **Excess** amount stated in **your Schedule** for each claim for loss or damage caused by subsidence, **Ground heave** or **Landslip** of the site as a result of storm or flood.
2. Theft or attempted theft	If **your** home was **unfurnished** or **unoccupied** at the time of the loss or damage. If the loss or damage was caused by **you, your family,** lodgers, guests, tenants or employees.

3. Escape of water or domestic heating fuel: • Water escaping from or freezing in any fixed domestic water or heating installation or **kitchen appliance** or fixed fish tank; • Domestic heating fuel escaping from any fixed domestic heating installation. Following damage insured above **we** will pay the costs **you** incur in locating the source of the damage up to a maximum set out in **your Schedule.** This also includes the cost for subsequent repairs to floors, walls and ceilings.	Loss or damage caused: • while the **home** is **unoccupied** or **unfurnished;** • by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; • by subsidence, **ground heave,** or **landslip;** • by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; • by the inadequacy or absence of appropriate sealant or grout; • to the domestic water or heating installation and repairs to the pipes unless caused by freezing. Any **Excess** amount stated in **your Schedule.**
4. Collision or impact involving: • a vehicle, aircraft or other aerial device (or anything falling from them), or animal; • falling trees or branches; • lampposts or telegraph poles. **We** will also pay the cost of removing trees or branches if they have caused damage to the **home.**	Loss or damage caused • to hedges, gates or fences unless the **home** is damaged at the same time and by the same cause; • by felling, lopping or topping of **your** trees; • By pets or domestic animals. The cost of removing the part of the tree that is still below ground.
5. Falling aerials (including satellite receiving equipment) their fittings and masts permanently fitted to the **home.**	Loss or damage caused to the device and its installation.

6. **Subsidence** or **ground heave** of the site on which the **buildings** stands, or **landslip.**	Any **Excess** amount stated in **your Schedule** for each claim. Damage to drives, walls, gates, fences, paths, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless **your home** is damaged by the same cause at the same time. Damage that is covered under a National House Building Council warranty or other similar guarantee or insurance policy. Damage caused by or resulting from: • coastal or river erosion; • the movement of solid floor slabs unless the foundations beneath the external walls of the **home** are damaged at the same time and by the same cause; • the bedding down of new structures, **settlement,** movement of made up ground, shrinkage or expansion. • The action of chemicals or by the reaction of chemicals.
7. Malicious acts	Loss or damage caused: • while the **home** is **unoccupied** or **unfurnished.** • by **you, your family,** lodgers, guests, tenants or employees.
8. Riot, civil commotion, strikes, labour or political disturbances	
9. **Accidental damage** to: • Ceramic hobs in fixed appliances; • Fixed glass; • Solar panels; and • Sanitary fixtures in **your home.**	Caused: • while the **home** is **unoccupied** or **unfurnished.** • when any part of the **home** is occupied by lodgers, tenants or paying guests.

10. Cables, pipes and tanks **Accidental damage** for which **you** are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the **home.** If there is a blockage in an underground pipe connecting **your home** to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, **we** will also pay the cost of breaking into and repairing the pipe. The maximum that **we** will pay is set out in **your Schedule.**	The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.
11. Professional fees and other costs Following loss or damage insured by Section A and incurred as a direct result of the loss or damage to **your home, we** will pay: • architect's, surveyor's, consulting engineer's or legal fees. • the costs of complying with any government or local authority requirement. • the cost of clearing the site, and making it and **your home** safe.	Costs or fees for preparing and handling a claim under this section. Costs of complying with requirements that **you** were given notice of before the damage took place. Costs for undamaged parts of the **buildings** except the foundations of the damaged parts. Costs or fees that **you** incur and **we** have not agreed in advance.
12. Alternative accommodation Where **your home** cannot be lived in as a result of loss or damage insured under the **buildings** section, **we** will pay: • The cost of **your** alternative accommodation for **you, your family** and **your** pets [which is of a similar size and standard to **your home]** • Any rent that **you** would have received • ground rent if payable. The maximum that **we** will pay is set out **in your Schedule.**	Losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in **your Schedule.**

13. Emergency entry Loss or damage to the **buildings** and gardens within the boundary of **your home** caused by forced entry to the **home** by a member of the emergency services: • To rescue **you, your family,** lodgers, guests, tenants or employees; • To prevent loss or damage to **your home.** The maximum sum that **we** will pay is set out in **your Schedule.**	
14. Lock replacement The cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in **your home,** if the keys are lost or stolen anywhere in the world. The maximum sum **we** will pay is set out in **your Schedule.**	
15. Selling **your** home If **you** sell **your** home, the **building will** be covered for the benefit of the person who buys it between exchange of contracts (or in Scotland, the written offer and acceptance) and the completion date (or in Scotland, "conclusion of missives"). **You** and the buyer must keep to the terms and conditions of this policy.	Where there is other insurance in place for **your home** (see General Condition 10.10). The loss or damage occurs more than 90 days prior to the completion date or the "conclusion of missives". The loss or damage is caused while the **home** is **unoccupied** or **unfurnished.**

16. **Your** legal liability as owner of the **buildings** **We** will insure **you** for all amounts **you** or **your family** have legal liability to pay [as owner but not occupier] for accidents which happen in or around the **property** which result in: • Death, physical injury or illness of other persons other than **your family** or any **domestic employee.** • Loss of or damage to material property arising from: - **Your** ownership of the **buildings** or land belonging to **your home.** - **Your** previous ownership of any private property where such liability is incurred by reason of Section 3 of the Defective Premises Act 1972; this cover will continue for 7 years after cancellation of the **buildings** section, provided no other policy covers the liability. The maximum that **we** will pay for any one claim or number of claims arising from one original cause is set out in **your Schedule** inclusive of all costs and expenses. Please note that this **buildings** cover will not cover **your** legal liability as the occupier of the **home** or its land. To protect **your**self, **you** will need **contents** cover that provides occupier's liability to make sure **you** are fully protected.	Liability for: • loss of or damage to property which belongs to or is in the care of **you** or **your family.** • Death, physical injury to or illness suffered by **you** or **your family,** or a person employed by **you** or **your family.** Liability caused by occupation of the **buildings.** Liability as a result of: • **Your** trade, profession or employment other than as owner of the **buildings.** • Any agreement or contract that says **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for.

17. **Accidental damage** to the buildings Please note this is an optional cover. **your Schedule** will show whether **you** have paid for this cover.	Damage caused by or arising from: • structural movement, settlement, **shrinkage;** • water coming into the **home** irrespective of how this may have occurred other than as a result of storm, flood, or as stated under paragraph 3 of **your buildings** cover. • the inadequacy or absence of appropriate sealant or grout. Damage to: • Hot tubs • Jacuzzis Damage occurring whilst: • any part of the **home** is occupied by lodgers, tenants or paying guests; • the **home** is **unoccupied** or **unfurnished.** Any loss or damage shown as not insured under paragraphs 1 and 2 and 4 to 11 of **your buildings** cover.

3 Section A – How we settle your claim

The sum

3.1 The most **we** will pay for any one claim is the **buildings** sum insured, which is detailed on **your Schedule** unless a more specific limit applies.

Rebuild, repair, replace or payment

3.2 If the loss or damage is covered under **your** policy, **we** will decide whether to settle **your** claim by either rebuilding, repairing, or replacing the buildings or by making a payment in respect of the damaged part of the **buildings** provided that:

3.2.1 Immediately before the incident giving rise to the loss or damage:

a. the **buildings** were in a good state of repair and properly maintained;

b. the sum insured detailed on **your Schedule** was sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the professional fees and additional costs as set in **your buildings** cover.

If **you** do not comply with either of the above **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, or refuse to pay **your** claim and/or cancel the policy.

3.2.2 The reinstatement or repair is carried out without delay.

3.3 If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

The excess

3.4 All **excess(es)** are detailed in **your Schedule.** The **excess** will apply to each separate incident. **We** will deduct the excess(es) from the amount **we** agree to settle **your** claim.

If a claim is made under more than one section of this policy, resulting from the same incident, only the higher **excess** will be deducted.

Matching sets and floor coverings

3.5 **We** treat each individual item of matching sets, suites, **fixtures and fittings** or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite.

If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. However, **We** will not pay for this loss in value under this policy.

3.6 If a wooden, laminate or vinyl floor covering is damaged beyond repair **we** will only pay for the damaged floor covering. **We** will not pay for undamaged floor coverings in adjoining rooms even if they are the same colour or design.

How the sum insured is affected by a claim

3.7 **We** will automatically reinstate the policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Exclusions

3.8 Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things that are not covered by **your** policy are stated:

3.8.1 in the general exclusions that apply to sections A-D on pages 37-39.

3.8.2 Under **“we** do not cover “ on pages 12-18.

General conditions

3.9 The general conditions which apply to sections A-D are stated on page 40-44. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

Non-admission of liability

3.10 Do not admit fault if **you** or **your family** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to the **insurer** specified in **your Schedule.**

4 Section B - Contents cover

Your Schedule shows if this section applies to **your** policy.

We cover the following	We do not cover
Contents which **you** or **your family** own or for which **you** or **your family** are legally responsible.	**The General Exclusions** shown on pages 37-39. **The excess** shown in **your Schedule.** Contents does not include: • any **motorised vehicle;** • any form of aircraft (including models and drones); • hovercraft, boats, boards or any other craft or equipment designed for use in or on water; • caravans, horse boxes; • any form of trailer [or trailer tent]; • parts, spares or accessories for any item listed above under contents does not include; • deeds (other than as provided by paragraph 20 of **your contents** cover – Section B), securities, documents; • **Personal money** or **credit cards** (other than as provided by paragraph 12 of **your contents** cover – Section B); • wooden, laminate or vinyl floor coverings; • landlords' **fixtures and fittings;** • any living creature; • trees, shrubs or plants; • mobile phone airtime.
You are insured against loss or damage to your contents by the following causes:	**You are not insured against loss or damage in the following circumstances:**
1. Fire, smoke, lightning, explosion, earthquake	

2. Storm or flood	Loss or damage: • caused by rising ground water levels; • caused by frost. A separate excess is applicable for each claim for loss or damage caused by **subsidence, ground heave,** or **landslip** of the site as a result of storm or flood. This is set out in **your Schedule.**
3. Theft or attempted theft The most **we** will pay for any one claim for loss or damage to **contents** contained in outbuildings at the **property** or **your** domestic garages is set out in **your Schedule.**	While **your home** or any part of it is lent, let, sub-let or shared unless there is forcible and violent entry into or exit from it. While the **home** is **unoccupied** or **unfurnished** Loss or damage caused by **you, your family,** lodgers, guests, tenants or employees.
4. Escape of water or domestic heating fuel • Water escaping from or freezing in any fixed domestic water or heating installation or **kitchen appliance** or fixed fish tank; • Domestic heating fuel escaping from any fixed domestic heating installation. Following damage insured above **we** will pay for loss of metered water or of domestic heating fuel from the home following **accidental damage** to the fixed water or heating installation up to a maximum set out in **your Schedule.**	Loss or damage caused: • while the **home** is **unoccupied** or **unfurnished;** • by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; • by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; • by the inadequacy or absence of appropriate sealant or grout. A separate excess is applicable to each claim for loss or damage caused by **subsidence, ground heave** or **landslip** of the site as a result of leakage of water from pipes or drains, and is set out in **your Schedule.**
5. Collision or impact involving: • a vehicle, aircraft or other aerial device (or anything falling from them), or animal; • falling trees or branches; • lamp posts or telegraph poles.	Loss or damage caused • by felling, lopping or topping of **your** trees.
6. Falling aerials (including satellite receiving equipment) their fittings and masts permanently fitted to the home.	Loss or damage caused to the device and its installation.

7. **Subsidence** or **ground heave** of the site on which the **buildings** stands, or **landslip.**	Damage caused by or resulting from: • coastal or river erosion; • the movement of solid floor slabs unless the foundations beneath the external walls of the **home** are damaged at the same time and by the same cause; • the bedding down of new structures, **settlement,** movement of made up ground, shrinkage or expansion. • The action of chemicals or by the reaction of chemicals.
8. Malicious acts	While **your home** is **unoccupied** or **unfurnished.** Caused by **you, your family,** lodgers, guests, tenants or employees. Any amount over the sum specified in **your Schedule** for loss or damage to the contents contained in garages or outbuildings at the **home.**
9. Riot, civil commotion, strikes, labour or political disturbances	
10. **Accidental damage** to: • Mirrors, fixed glass in furniture or ceramic tops in free-standing cookers while in the **home.** • Television, audio or video equipment, DVD players, digital boxes, games consoles, or to personal computers, and computer equipment while in the **home;** • Receiving aerials and satellite receiving equipment fixed to the **home.**	Loss or damage caused: • While the **home** is **unoccupied** or **unfurnished** • When any part of the **home** is occupied by lodgers, tenants or paying guests. • By **computer viruses** Damage to: • Tapes, cassettes, cartridges, records or discs of any kind • Camcorders, video cameras, digital cameras, hand-held electronic games or toys, mobile phones or telephone equipment, laptops or other computer equipment designed to be portable, satellite navigation systems, computer software, flash drives, memory sticks and any other portable audio/visual equipment. The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.

11. Alternative accommodation Where **your home** cannot be lived in as a result of damage insured by **your contents** cover, **we** will pay: • The cost of **your** alternative accommodation for **you, your family** and **your** pets [which is of a similar size and standard to **your home]** during the time necessary for the**home** to be restored to a habitable condition. Following a claim under this section, when **your home** is uninhabitable, **your contents** will be covered at both **your home** and the address of the alternative accommodation. This cover is provided on the understanding that the total amount of **your contents** does not exceed the maximum that **we** will pay out as set out in **your Schedule.** The maximum that **we** will pay is set out in **your Schedule.**	Losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule.**
12. Personal money and credit cards a. Financial loss anywhere in the world following fraudulent use of **credit cards** belonging to **you** or **your family.** [The card must be issued in the United Kingdom, Isle of Man or Channel Islands]. The most **we** will pay is set out in **your Schedule.** b. Accidental loss or theft anywhere in the world of **personal money** belonging to **you** or **your family.** The most **we** will pay is set out in **your Schedule.**	a. any loss not reported to the issuing company immediately after discovery If the card company's terms and conditions have been breached. There has been unauthorised use by **you, your family,** lodger, guest, tenant or employee. b. losses caused by error or omissions Losses or thefts not reported to the police immediately after discovery Loss or theft from the **home** while the **home** is unoccupied or unfurnished Loss or theft from the home, unless following forcible or violent entry to or exit from the home Loss or theft from an unattended road vehicle.
13. Deterioration of food Loss or damage to food or drink in any freezer in the **home** caused by: • A change in temperature of the freezer; • A contamination by the escape of refrigerant or refrigerant fumes. The maximum sum payable is set out in **your Schedule.**	Loss or damage: • Caused by the deliberate act of the electricity supplier • While the **home** is **unoccupied** or **unfurnished.**

14. Lock replacement The cost of replacing and fitting new locks or lock mechanisms to external doors, windows [intruder alarms and safes installed in **your home]** if the keys are lost or stolen anywhere in the world. The maximum sum **we** will pay is set out in **your Schedule.**	
15. Contents in the open Loss or damage to **contents** in the open within the boundary of the land belonging to the **home.** The maximum sum **we** will pay is set in **your Schedule.**	Loss or damage: • Caused while the **home** is **unoccupied** or **unfurnished.** • Caused by storm or flood • To pedal cycles not secured to a fixed permanent structure • to **High risk items** • to **Personal money**
16. Contents temporarily removed Loss or damage to **contents** within the **United Kingdom** while they are temporarily away from **your home** for a maximum of up to 90 days caused by: • the causes in paragraphs 1-2 and 4-9 of this section • theft or attempted theft from: - a deposit box in a bank - an occupied private house or flat - any other building where **you** or **your family** work or are temporarily living. The maximum sum **we** will pay is set out in **your Schedule**.	Loss or damage to **contents** which are not in a building within the **United Kingdom** caused by fire, smoke, storm, flood, theft or malicious damage. Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the building. Any claims arising to **contents:** • which have been removed for sale, exhibition or placed in a furniture depository. • Taken with **you** or **your family** while living or studying away from home.
17. Visitors' personal belongings Loss or damage as a result of causes in paragraphs 1 to 9 of this section to **contents** belonging to **your** visitors or **your** resident **domestic employees.** The maximum sum **we** will pay is set out in **your Schedule.**	

18. Religious festivals, weddings, civil partnerships, birthdays or anniversaries. **We** will increase the **contents** limit under **your contents** cover by the amount set out in **your Schedule;** • for one month before and after the religious festival for **you** or **your family** to cover gifts and extra food and drink at **your home;** • for one month before and after the wedding or civil partnership of **you** or **your family** to cover wedding gifts and extra food and drink at the **home,** at the reception or in transit between the **home** and the reception. • for one month after the birth of **your** child to cover gifts and extra food and drink at the **home;** • for one month before and after the date of **your** birthday or anniversary to cover gifts and extra food and drink at the **home.**	
19. Household removal Accidental loss or **accidental damage** to **contents** while they are being moved by professional furniture removers from **your home** to **your** new permanent home within the United Kingdom.	Loss or damage: • caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers. • not reported within 7 days of delivery to a **new home;** • to **contents** in storage or being moved to or from storage; • to **high risk items** or **personal money**
20. Title deeds **We** will pay up to the sum specified in **your Schedule** to replace the title deeds of **your home** following loss or damage insured by **your contents** cover while in the **home** or kept with **your** solicitor, bank or mortgagee for safe keeping.	

21. Garden cover **We** will pay up to the sum specified in y**our Schedule** for loss or damage to lawns, trees, shrubs, plants and hedges in the garden as insured by **your contents** cover under sections 1 to 3 and 5 to 9.	Loss or damage caused by: • insects, birds or **your** pets • Fungus • Frost damage • Storm • Flood • Weight of snow • Trees, shrubs, plants or lawns that die naturally, or due to **your** failure to look after them • Theft or malicious acts while the **home** is **unoccupied** and **unfurnished.**

22. Occupiers and personal liability. **We** will insure **you** for all amounts **you** or **your family** have legal liability to pay in respect of accidental: A. death, injury or illness to any person other than **your family;** B. loss of or **accidental damage** to material property. arising from: 1. **your** occupation, not ownership, of the **buildings** or land belonging to **your home;** or **your** acts or omissions in a personal capacity including anywhere in the world during a temporary visit. The maximum sum **we** will pay for any one claim or number of claims arising from one original cause is set out in **your Schedule.** 2. **you** as employer of any **domestic employee** in the **United Kingdom** and anywhere in the world during a temporary visit The most **we** will pay for any claim or number of claims arising from one original cause is set out in **your Schedule** inclusive of all costs and expenses	Liability arising from: • death, injury or illness to **you** or **your family;** • damage to property (other than temporary holiday accommodation) that belongs to or is in the care or control of **you** or **your family;** • any contract or agreement that says that **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for; • ownership of any land or building including the **home;** • an illness or disease **you** or **your family** pass onto someone else; • **your** current or former trade, business, profession or occupation whether or not such liability arises out of a job carried out for reward; • the ownership, custody, control or use of: - any **motorised** vehicle - caravans, horse boxes or trailers - any form of aircraft (including models and drones) or hovercraft - watercraft or any other equipment designed for or intended for use on or in water (except battery of pedestrian operated models or toys or handpropelled watercraft) - animals other than domestic pets and horses kept for private hacking - dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amending legislation - firearms, except legally-held sporting guns while being used for sporting purposes • fines, penalties or aggravated, punitive or exemplary damages.

23. Tenants Cover Loss or damage to: A. **Fixtures and fittings,** greenhouses and sheds installed by **you** at the **home** and for which **you** are responsible; B. The structure, decorations, **fixtures and fittings** of the **home** that **you** are responsible for as a tenant under a tenancy agreement; insured by paragraphs 1-9, and 16 of **your contents** cover. The maximum sum **we** will pay is set out in **your Schedule.**	Loss or damage occurring whilst: • the **home** is **unoccupied** or **unfurnished.**
24. Digital information Loss or damage insured by paragraphs 1 to 9 of **your contents** cover to legally downloaded audio/visual files. The maximum sum **we** will pay is set out in **your Schedule.**	Any illegally downloaded file or files where proof of purchase cannot be proved. The cost of remaking any film, disc or tape or rewriting of any information stored.
25. Students Cover Loss or damage insured by paragraphs 1 to 9 of **your contents** cover to the contents belonging to **you** or **your family** while in full time education in the **United Kingdom** and living and studying away from the **home.** The maximum sum **we** will pay is set out in **your Schedule**.	Loss or damage: • caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building. • caused whilst commuting to or from where living and studying away from the **home.**

26. **Accidental damage** to **your contents** Please note this is an optional cover. **your Schedule** will show whether **you** are insured for this cover or not.	Any loss or damage which **we** have indicated that **we** will not pay for under paragraphs 1 to 3 and 5 to 9 of **your contents** cover. Loss or damage occurring whilst: • any part of the **Home** is occupied by lodgers, tenants or paying guests; • the **home** is **unoccupied** or **unfurnished.** Any amount over the sum set out in **your Schedule** for damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used. Damage to: • clothing; • contact lenses; • **contents** in the open. • Damage caused by or arising from: • water coming into the **home** irrespective of how this may have occurred other than stated under paragraphs 2 and 4 of **your contents** cover. • the inadequacy or absence of appropriate sealant or grout.

5 Section B – How we settle your claim

The sum insured

5.1 The most **we** will pay are the sums insured, as detailed in **your Schedule.**

The excess

5.2 **We** will deduct the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

Repair, replacement or payment

5.3 **We** will decide whether to settle a claim by either repairing or replacing **your contents,** or if **we** cannot repair or replace the contents, **we** will pay for the loss or damage in cash.

Undervaluing high risk items

5.4 The values of some of **your high risk items,** in particular jewellery, are likely to change considerably. **We** recommend that **you** have the values of these items checked regularly and should the values change, **you** must tell Utility Warehouse or the **insurer** specified on **your Schedule** straight away.

5.5 If at the time of the loss or damage the limit for **contents** shown on **your Schedule** is not adequate to replace all the **contents** as new, **we** may choose to:

5.5.1 reduce **your** claim in direct proportion to the amount of underinsurance;

5.5.2 refuse to pay **your** claim; and/or

5.5.3 cancel the policy.

5.6 The most **we** will pay for **high risk items** in total and for an individual item, set or collection are shown in **your Schedule.**

Proof of ownership

5.7 **We** will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.

Matching sets and carpets

5.8 **We** treat each individual item of matching sets, suites, **high risk items** or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

5.9 If a carpet is damaged beyond repair **we** will only pay for the damaged carpet. **We** will not pay for undamaged carpets in adjoining rooms even if they are the same colour or design.

How the sum insured is affected by a claim

5.10 The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Exclusions

5.11 Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things that are not covered by **your** policy are stated:

5.11.1 In the general exclusions that apply to sections A-D on pages 37-39.

5.11.2 Under “**we** do not cover” on pages 21-30.

General conditions

5.12 The general conditions which apply to sections A-D are stated on pages 40-44. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

Non-admission of liability

5.13 Do not admit fault if **you** or **your** family are being held responsible for injury or damage. Send all documents unanswered and without delay the **insurer** specified in **your Schedule** straight away.

6 Section C - Personal possessions cover (optional)

Your Schedule shows if this section applies to **your** policy.

We cover the following	We do not cover
Theft or accidental loss of or **accidental damage** to: • Unspecified **personal possessions;** • Specified **personal possessions** listed in **your Schedule;** whilst within the **United Kingdom** or anywhere else in the world for up to 60 days in any one **period of insurance** which **you** or **your family** own or are legally responsible for.	The **General Exclusions** shown on pages 37 to 39. The **excess** shown in **your Schedule.** Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and doors, sunroofs or any convertible/retractable roofs are locked shut. Any amount over the sum set out in **your Schedule** in respect of loss of property from an unattended road vehicle. Loss or damage to: • sports equipment whilst in the course of play or use; • the strings or drum skins of musical instruments; • navigational, audio or communication equipment unless designed to be portable with an independent power supply and means of use. Loss or damage caused by or arising from: • scratching, denting or chipping; • the cost of remaking any film, disc or tape or the value of any information contained on it; • the cost of recovering any digital information.

Loss or damage:

- from the **home** caused by theft, attempted theft or malicious acts, while the home is left **unoccupied** or **unfurnished;**
- caused by theft not involving forcible or violent entry or exit from any temporary lodging or room of temporary accommodation for **you** or **your family;**
- to personal possessions taken with **you** or **your family** while living and studying away from the **home** including commuting to and from where living and studying away from the **home.**

7 Section D - Pedal cycle cover (optional)

Your Schedule shows if this section applies to **your** policy.

We cover the following	We do not cover
Pedal cycles stated in **your Schedule.**	The **General Exclusions** shown on pages 37 to 39. The **excess** shown in **your Schedule.** Pedal cycles that are electrically assisted or that have been fitted with any motorised assistance.
You are insured against	**You are not insured against**
Theft or accidental loss of or **accidental damage** to pedal cycles stated in **your Schedule** while within the **United Kingdom** which **you** or **your family** own or are legally responsible for.	Theft of an unattended pedal cycle while outside the boundary of the **home,** unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure. Loss of value More than the amount specified in **your Schedule.** Loss or damage: • While the pedal cycle is being used for racing, rallies, pace-making or trials. • To accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time. • To pedal cycles taken with **you** or **your family** while living and studying away from the **home** including commuting to and from where living and studying away from **home.**

8 Section C & D – How we settle your claim

Repair, replace or payment

8.1 **We** will decide whether to settle a claim by either repairing or replacing **personal possessions** or pedal cycles, or, if **we** cannot repair or replace the **personal possessions** or pedal cycles **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through our network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to our network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

Proof of ownership

8.2 **We** will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.

Regular valuations

8.3 The values of some of **your personal possessions,** in particular jewellery, are likely to change considerably. **We** recommend that **you** have the values of these items checked regularly and should the values change, **you** must tell Utility Warehouse or the **Insurer** specified in **your Schedule** straight away.

8.4 The most **we** will pay in respect of any one claim:

8.4.1 for any one item, set or pair of unspecified **personal possessions;**

8.4.2 for any personal possession or pedal cycle specified individually;

8.4.3 for loss of **personal possessions** from an unattended road vehicle; is the sum insured shown on **your Schedule**.

Undervaluing personal possessions and pedal cycles

8.5 If at the time of the loss or damage the individual item limit, specified sum insured, and/or the total sum insured of the **personal possessions** or pedal cycles shown on **your Schedule,** is not adequate to replace the items as new **we** may:

8.5.1 choose to reduce **your** claim in direct proportion to the amount of underinsurance; or

8.5.2 refuse to pay **your** claim and/or

8.5.3 cancel the policy.

Matching sets

8.6 **We** treat each individual item of matching sets, suites or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

How the sum insured is affected by a claim

8.7 **We** will automatically reinstate the sum insured from the date of payment of any claim for any items not individually specified.

8.8 The sum insured will not be reinstated automatically for any item specified individually on **your Schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **us** or the **Insurer** specified in **your Schedule** straight away.

Exclusions

8.9 Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things that are not covered by **your** policy are stated:

8.9.1 In the general exclusions that apply to sections A-D on pages 37-39.

8.9.2 Under "**we** do not cover" on pages 33-35.

General conditions

8.10 The general conditions which apply to sections A-D are stated on pages 33-36. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

9 General exclusions

Exclusions are events or circumstances which **your** policy does not insure **you** for.

9.1 Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot [corrosion, deterioration or similar] or anything which happens gradually.

9.2 Deliberate acts

Any loss, damage, death, injury or illness or liability caused deliberately, maliciously, willfully, recklessly by **you, your family,** lodgers, guests, tenants or employees.

9.3 Deception

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

9.4 Prior events

Any loss, damage, death, injury, illness or liability arising out of any accident or incident that happened before this policy started.

9.5 Reduction in value

Any reduction in market value following repair or replacement paid for under this policy.

9.6 Business property and liability

Any loss or damage to property owned by, held in trust or used for any business, trade or profession (other than **business equipment).**

Any legal liability arising directly or indirectly from any business, trade or profession.

9.7 Confiscation

Any loss, damage or liability caused by delay, confiscation, detention or seizure by:

a. customs, police or other officials;

b. order of any court of law;

c. any statutory or regulatory authority.

9.8 Pollution or contamination

Any loss, damage or liability arising from pollution or contamination unless directly or indirectly caused by a sudden, identifiable and unforeseen incident occurring during the Period of Insurance.

9.9 Date change and computer viruses

Any loss, damage or liability arising from:

9.9.1 the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;

9.9.2 computer viruses.

9.10 War

Any loss, damage, death, injury or illness or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

9.11 Terrorism

Liability, loss, damage, cost or expense caused directly or indirectly by an act of terrorism.

For the purpose of this exclusion an act of terrorism means preparing, threatening or actually using biological, chemical and/or nuclear force.

9.12 Radioactive contamination

Any expense, loss, death, injury or illness, liability or damage to any property directly or indirectly caused by, contributed to or arising from:

9.12.1 ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

9.12.2 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

9.13 Sonic booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

9.14 Other general exclusions

Any loss, damage or liability caused by or arising from:

9.14.1 the **home** undergoing demolition, structural alteration or structural repair;

9.14.2 lack of maintenance;

9.14.3 restoration, dismantling, renovation, breakdown or repair;

9.14.4 faulty design or workmanship or the use of faulty materials;

9.14.5 any process of cleaning, drying, dyeing, heating or washing;

9.14.6 insects, parasites, **vermin,** fungus or mildew;

9.14.7 pets or domestic animals (except as covered by **your** contents cover);

9.14.8 atmospheric or climatic conditions or frost (except as covered by **your** buildings cover)

9.14.9 Sanctions

any claim if paying that claim would expose **us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10 General conditions

You must comply with these conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may cancel the policy, refuse to deal with **your** claim or reduce the sum of any claim payment.

10.1 Making a claim

When circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police immediately **you** become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you;**
- take all reasonable steps to recover any property which has been lost;
- send **us** at **our** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you.**

You must not:

- pay, offer or agree to pay any amount or admit responsibility without **our** permission;
- abandon any property to **us** unless **you** have **our** permission;
- carry out any permanent repairs or dispose of any damaged items until **we** have been given the opportunity to inspect the damage.

We will not pay any claims under this policy unless **you** have kept to the above conditions.

We may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, [negotiate] defend or settle a claim made against **you** or at our **own** expense, and take legal action in **your** name [for **our** benefit] to get back any payment **we** have made under this policy.

For further information please refer to "How **we** settle **your** claim" on pages 18, 30 & 36.

10.2 Compliance with policy terms

We will only provide the cover described in the policy if all the terms and conditions of this policy so far as they apply have been met by **you, your family** or anyone claiming under this policy.

10.3 Taking Care

You and **your family** must take all reasonable care to prevent and reduce loss, damage, accidents or injury and to protect and maintain the buildings in a good condition and a good state of repair.

10.4 Non-disclosure and misrepresentation

Information which **you** gave **us** before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **us** immediately.

If **you** have provided **us** with inaccurate information, which might have affected **our** decision to provide insurance cover, the level of premium, or the terms of this policy, before **you** took out the policy, or before renewal then **we** may have the right to:

- apply terms to the policy by **endorsement;** and/or
- cancel the policy; and/or
- void the policy, which means **we** will treat the policy as if it had never existed; and/or
- refuse to pay any claims, or only pay a proportion of those claims; and/or
- recover any payments from **you** made on previous claims; and/or
- retain the premium; and/or
- allow a pro-rata refund of the premium; and/or
- refund the premium in full.

10.5 Fraud

If **you** or **your family:**

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of **your** willful act or if the loss or damage was caused with **your** agreement or knowledge;
- have committed fraud under any other insurance policy;
- makes an untrue statement, fails to provide **us** with information **we** have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We will:

- cancel the policy from the date the fraudulent act was committed;
- recover any money that has already been paid on any claim to which a fraudulent act related and recover any costs **we** have incurred investigating the claim;
- not return any premium paid;

- inform the police, other financial services and anti-fraud databases
- take legal action against **you.**

10.6 Changes in your circumstances

When **you** arranged **your** insurance **you** provided **us** with certain information that **we** requested and this information is confirmed in the statement of insurance supplied to **you** by **us.**

You must contact Utility Warehouse straight away about any change in **your** circumstances or if any of the information shown in **your Schedule** changes during the **period of insurance.**

The facts and changes in circumstances which **we** need to be told about are those which **we** consider important in assessing the degree of risk which **we** have taken on, the scope of the insurance cover **we** have provided to **you,** the terms upon which **we** are prepared to cover **you** and the premium which **we** charge **you.**

For example, **we** need to know:

10.6.1 of a change of address;

10.6.2 if someone lives in the **home** other than **you** and **your family;**

10.6.3 if the home becomes **unoccupied** or unfurnished;

10.6.4 if the rebuilding costs of the **home** or the replacement values of the **contents, personal possessions** or pedal cycles exceed the limits shown in the policy or **your Schedule;**

10.6.5 if **you** or **your family** or anyone currently living with **you** are charged or are convicted of any offence other than driving offences;

10.6.6 if **you** or **your** family or anyone currently living with **you** have been declared bankrupt or are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or Individual Voluntary Arrangement (IVA);

10.6.7 if **you** change **your** occupation;

10.6.8 if the **home** is being used for business or professional purposes;

10.6.9 if the **home** is not in a good state of repair;

10.6.10 if the **home** is undergoing structural alteration, structural repair, restoration or renovation;

10.6.11 if any of the information provided and recorded in the proposal form or statement of insurance has changed.

If there are any changes in **your** circumstances which occur after this policy has begun, then **you** must tell **us** immediately.

Upon being told of a change in circumstances, **we** reserve the right to:

10.6.12 cancel **your** policy; or

10.6.13 charge **you** an additional premium or provide **you** with a return premium with effect from the date upon which **your** circumstances changed; and/or

10.6.14 apply an **endorsement** to the policy with effect from the date upon which **your** circumstances changed with further conditions or warranties which **you** must comply with.

10.6.15 confirm cover on the current terms

10.7 If **you** fail to tell **us** of any change in **your** circumstances which occurs after the start date of the **Period of Insurance, your** cover will be suspended from the date that **you** should have told **us** about the change in circumstances until **we** exercise one of the remedies at clauses 10.6.12-10.6.15 above (which **we** will do within a reasonable period of time). **We** will not be liable for any loss which occurs, or is attributable to something happening, during the period when **our** liability is suspended.

10.8 Unoccupancy

10.9 If **you** know that **your home** is not going to be lived in for more than 60 days in a row, **you** must advise **us** or **your insurer** immediately, in order to provide **us** with the opportunity to review the risk.

10.10 When **your home** is not lived in for more than 60 days in a row **we** will regard **your home** as **unoccupied.** In these circumstances **we** will not provide full cover as stated under the policy sections applicable and the stated restrictions will apply. Regular visits to the property externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the property and the restrictions on the policy will apply. Following a claim where liability has been accepted by **us** under the policy, when **your home** is uninhabitable and remains **unoccupied** for more than 60 days, the unoccupancy restrictions stated in the policy will not apply.

10.11 Joint insured

If more than one insured is named on **your Schedule,** either named insured may amend the policy, submit a claim or discuss an existing claim with **us.** If an insured named on **your Schedule** is to be removed, **we** will only accept authority from the person being removed, or by a court order or written agreement from the insured's personal representative.

10.12 Building work

10.13 If **you** are planning to have any structural work undertaken at **your home** for example an extension, demolishing any walls, renovation or any form of building work, **you** must tell **us** about any plans at least 7 days before the work commences. **We** will then assess the risk to decide whether **we** are prepared to continue cover and/or provide any terms to the policy **we** deem necessary. **We** will not pay any claim for loss or damage caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

10.14 **You** do not need to inform **us** or Utility Warehouse if **you** are undertaking **redecoration.**

10.15 Other insurance

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

10.16 Contracts (Rights of Third Parties) Act 1999

10.17 Save for the rights granted to Utility Warehouse under this contract, no third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999.

This does not affect the rights or remedies available to a third party, apart from this Act.

10.18 Law applicable to contract

10.19 English law will apply to this contract unless **you** and **we** agree otherwise.

Making a claim

Cover under Section E (Legal Expenses Insurance) is optional, and only applies to **you** if specified on **your Schedule**.

Making claims under section E

IMPORTANT NOTICE: FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT **WE** DECLINE TO PAY **YOUR** CLAIM

- All potential claims must initially be reported via **Our** Claims Helpline. The contact number is detailed on **your Schedule.**

This is a policy where **you** must notify **Us** during the **Period of Insurance** and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for **your Professional Fees**.

If upon receipt of this policy, **You** are unhappy with any of the requirements as stated in this section, please contact Utility Warehouse immediately, who subject to there being no claims under the legal expenses on this policy, will arrange a full refund of the legal expenses premium.

11 Definitions

The defined words, in this section apply to legal expenses insurance only (section E), and have the meanings set out below. Where these defined terms appear in section E of the policy wording they will be highlighted in **bold.**

11.1 Aspect enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the selfassessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

11.2 Authorised professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **your** or an **Insured Person's** interests

11.3 Claim limit

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the **Schedule**

11.4 Court

A court, tribunal or other competent authority

11.5 Credit cards

Credit, cheque, charge, debit or cash dispenser cards

11.6 Credit reference agency

Equifax, Experian, and Call Credit

11.7 Debt advice specialist

A specialist of **Our** choice and appointed by **Us** who specialises in the area of personal insolvency and debt advice

11.8 Event

The initial Event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for **Professional Fees** and/or payment of a benefit under this policy

11.9 Excess

The first amount of each and every claim as detailed on the **Schedule** or **Insured Event.**

11.10 Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

11.11 Identity theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name

11.12 Indirect losses

Losses or damage which is not directly associated with the incident that caused **You** to claim, unless expressly stated in this policy

11.13 Insured person

A. The **Policyholder** named in the **Schedule.**

B. The husband or wife of the **Policyholder** or the **Policyholder's** partner or civil partner who lives at the same address and shares financial responsibilities This does not include any business partners or associates.

C. The **Policyholder's** children and parents, normally resident in the **Home.**

11.14 Insurer

The **insurer**(s) shown in **your Schedule.**

11.15 Legal proceedings

When formal Legal Proceedings are issued against an opponent in a **Court of Law. Legal Proceedings** shall not be deemed to include matters more appropriately handled under Section E 'Debt Advice & Bankruptcy Assistance' (see page 54).

11.16 Payment card

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

11.17 Period of insurance

The **Period of Insuranc**e shown in the **Schedule.**

11.18 Policyholder, You, Your

The person or people shown on **your Schedule** as the insured.

11.19 Professional fees

Legal and accountancy fees and costs including disbursements properly incurred by the **Authorised Professional,** with **Our** prior written authority including costs incurred by another party for which **You** are made liable by **Court Order,** or may pay with **Our** consent in pursuit of a civil claim in the **Territorial Limits** arising from an **Insured Event. Professional Fees** will include VAT where it cannot be recovered

11.20 Prospects of success

At least a 51% chance of the **Insured Person** achieving a favourable outcome subject to the **Professional Fees** being deemed proportionate to the full extent of any potential claim under this policy.

11.21 Standard professional fees

The level of **Professional Fees** that would normally be incurred by **Us** in using a nominated **Authorised Professional** of **Our** choice

11.22 Territorial limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the **Schedule**

11.23 Time of occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier. Criminal Cases - when **You** or an **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.

11.24 We, Us, Our

Unless stated otherwise, means the **Insurer** shown in **your Schedule** for legal expenses insurance.

12 Section E - Legal expenses insurance (optional)

Your Schedule shows if this section applies to **your** policy.

We cover the following	We do not cover
1. Personal injury Pursuing a civil claim for damages in respect of death of or bodily injury to an Insured Person caused by negligence. This includes, but is not limited to, a single negligent act of surgery, clinical or medical procedure.	1. any claim involving pharmaceutical or any related claims (including but not limited to tobacco products); 2. any claim arising from a stress or psychological related condition; 3. any claim relating to the extended use of artificial tanning equipment; 4. a claim falling within the Small Claims Track limits 5. any claim arising from or relating to surgical, clinical or medical negligence.
2. Consumer disputes Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for: 1. obtaining services; 2. the purchase, hire, hire–purchase or sale of any personal goods. Claims within Small Claims Court Limits The payment of appropriate experts and **Court** fees together with assistance provided by **Our** own in-house legal advisors to construct **your** case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100. Claims above Small Claims Court Limits The payment of **Professional Fees** incurred by the **Appointed Professional** appointed by **Us.**	1. any contract entered into by an Insured Person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy; 2. any contract under which a sum of money was due and payable more than 180 days before the claim was reported; 3. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the **Home;** 4. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such Contract; 5. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings; 6. any dispute with local or government authorities.

3. Home rights The pursuit of civil claims: 1. Loss or damage to:- a. goods in the Home owned by or for which an Insured Person is responsible; or b the **Home;** 2. An alleged infringement of rights appertaining to the Home	1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings; 2. disputes with local or government authorities; 3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement; 4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property; 5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works; 6. a dispute arising within the first 90 days of the first **Period of Insurance** unless **You** can provide evidence that **You** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover; 7. claims relating to material damage covered by another relevant insurance policy; 8. mining subsidence.

4. Taxation **Professional Fees** arising from or relating to an **Aspect Enquiry** or an in-depth HM Revenue & Customs investigation of an **Insured Person's** personal tax affairs.	1. **Aspect Enquiries** less than £100; 2. where the investigation or enquiry had commenced before the first **Period of Insurance** or the Insured Person should have realised that a claim might occur; 3. from investigation or enquiry by or transfer to the Special Compliance Office; 4. as a result of a false or misleading statement or representation to the HM Revenue & Customs; 5. from deficiencies in books, records, accounts or returns including the costs of repairing a return; 6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.
5. Employment A dispute with an **Insured Person's** employer for compensation or reinstatement or reengagement on the grounds of unfair dismissal or unfair selection for redundancy.	Situations where the dispute arises within the first 90 days of the first **Period of Insurance** unless **You** can provide evidence that **You** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover.

6. Criminal prosecution defence

Professional Fees incurred in the defence of criminal **Legal Proceedings** brought against an **Insured Person** as a result or any act or omission or alleged act or omission, including:

a. Police Station Representation

Professional Fees incurred in representing an **Insured Person** at a police station where they are being interviewed under caution in relation to an alleged criminal act.

b. Magistrates' Court Representation **Professional Fees** incurred in representing an **Insured Person** at a Magistrates' Court.

c Crown Court Representation

A sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme.

1. The defence of any offence of deliberate and wilful criminal acts or omissions;
2. Any matter where the **Authorised Professional** assesses that reasonable **Prospects of Success** do not exist;
3. Any offence relating to a motor bike/ vehicle;
4. **Professional Fees** required to be paid by an **Insured Person** in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction;
5. Assessed income based contributions payable by the Insured Person towards **Professional Fees** incurred under the Crown Court Means Testing scheme which exceed the **Claim Limits;**
6. Any **Professional Fees** where the Insured Person fails to:

a. Apply for a Representation Order under the Crown Court Means Testing scheme;

b. Submit any required information under the Crown Court Means Testing scheme;

c. Comply with the terms of the Representation Order;

d. Use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme;

7. The defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.

7. Education Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the Insured Person's child or children at the state school of their preference, subject to a **Claim Limit** of £5,000 any one claim.	1. Arising where acceptance at the school involves examinations or other selection criteria; 2. Involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA; 3. Arising prior to the submission of an application to the school or LEA; 4. Arising where the LEA's refusal occurred within the first 6 months of the first Period of Insurance; 5. Where the procedure for appealing against the decision to refuse a place at the school has not been followed; 6. Where the child has been expelled, suspended or permanently excluded from another school; 7. For children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.
8. Probate The pursuit of claims by the Insured Person in respect of a probate dispute involving the will of the Insured Person's parents, grandparents, children, step-children or adopted children.	Any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).
9. Jury service expenses The actual loss of the salary or wages of an Insured Person for the time off work to attend a **Court** for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant **Court.**	The first 5 days of such service

10. Identity theft Following an Event of **Identity Theft:** 1. Necessary Legal Expenses and ancillary costs incurred: a. To defend a claim from a financial institution, merchants or their collection agencies; b. For the removal of any criminal or civil judgements wrongly entered against the Insured Person; c. Challenging the accuracy or completeness of any information in a **Credit Reference Agency** report; and d. To create documents needed to prove the **Insured Person's** innocent in terms of any financial irregularities committed unlawfully; 2. Postal and phone costs the **Insured Person** has to pay in dealing with financial institutions, the Police and **Credit Reference Agencies** to report or discuss an actual Identity Theft; 3. Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect information; 4. The **Insured Person's** lost earnings a a result of time away from work to go and see the Police, financial institutions or **Credit Reference Agencies** to report or discuss an actual **Identity Theft.** The **Events** above must be as a result of an actual **Identity Theft.**	1. Any **Identity Theft** connected with **your** business, profession, or occupation; 2. Any legal action where the **Insured Person** does not have a reasonable prospect of success; 3. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an **Insured Person,** or any other person acting in collusion with an **Insured Person;** 4. Any **Indirect Losses** other than as identified above **Specific claims conditions apply to Identity Theft claims.** See: "Identify Theft Claims Conditions" (page 46).
11. Social media defamation Following defamatory comments made about **You** through a Social Media website, **We** will: 1. Contact the provider of the Social Media website requesting that the comments are removed. 2. Write one letter requesting that the defamatory comments are removed from the Social Media website, where the identity of the author responsible for the defamatory comments is known.	Claims where **You** are not aged 18 or over.

12. Home sale/purchase Pursuing claims arising out of a contract for the sale or purchase of the Home entered into by or on behalf of an **Insured Person** against : 1. The vendor of the **Home** including taking legal proceedings to obtain vacant possession in the event of continued occupation of **your Home** by the vendor; 2. **Your** mortgage lender; 3. A property valuer or surveyor acting on **your** behalf or on behalf of **your** mortgage lender; 4. A solicitor or licensed conveyancer acting on **your** behalf; 5. A builder providing a warranty on the Home or any built-in domestic appliance; 6. The public utility responsible for the connection of electricity, gas, water, sewage or telephone services in **your Home;** 7. The removal firm contracted to move **your** household possessions.	1. Claims arising in respect of a **Home** purchased before the commencement of this policy; 2. Claims arising from the purchase of any property which is not the **Insured Person's** principle permanent place of residence; 3. Any claims where the amount in dispute is less than £500; 4. Any claim arising from the failure to complete the purchase of the **Home** when the **Insured Person** decides to withdraw from the transaction; 5. Insured incidents which occurred or existed before the commencement of this policy.
13. Debt advice & bankruptcy assistance **We** will provide: 1. Free, impartial and confidential debt advice for the Insured Person, as an individual, from a Debt Advice Specialist (operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays); 2. Where filing for bankruptcy it is recommended as the most appropriate option by **Our** Debt Advice Specialist and continues to be the most appropriate option, the **Insurer** or the Debt Advice Specialist shall: a. Pay the fee required for filing for bankruptcy (debtor's petition) b. Draft the bankruptcy petition and court documentation c. Arrange and prepare the **Insured Person** for their attendance at the bankruptcy hearing.	

13 Section E – How we settle Your claim

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

Upon payment of the policy **Excess** if applicable, **We** will pay **your** claim in accordance with **Our Standard Professional Fees** and where requested by **You** any other **Insured Person** up to the **Claim Limit** subject to the terms, conditions and exclusions of this policy, against **Professional Fees** arising from an **Insured Event** within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance** and within 30 days of the **Time of Occurrence** of the **Event.**

• If **You** can convince **Us** that there are **Prospects of Success** in **your** claim and that it is necessary for **Professional Fees** to be paid **We** will:

- take over the claim on **your** behalf;

- appoint a specialist of **Our** choice to act on **your** behalf.

• **We** may limit the **Professional Fees** that **We** pay under the policy where:

1. **We** consider it is unlikely a sensible settlement of **your** claim will be obtained; or

2. there is insufficient prospects of obtaining recovery of any sums claimed; or

3. the potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim.

• Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this policy.

• If **Legal Proceedings** have been agreed by **Us, You** may at this stage decide to nominate and use **your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **your** own professional **We** must agree this in advance and **You** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (details are available upon request).

• At conclusion of **your** claim if **You** are awarded any costs (not **your** damages), these must be paid to **Us.**

• In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **your** own disinclination to proceed, any **Professional Fees** incurred to date will become **your** own responsibility and will be required to be repaid to the **Insurer.**

Please note that if **You** engage the services of anyone prior to making contact with the appropriate **Claims Notification** and **Advice Helpline Service** and incur any costs without Our prior written approval these costs will not be covered by this insurance.

14 Legal expenses exclusions

These exclusions specifically apply to **your** legal expenses insurance. Therefore, **your** legal expenses insurance does not cover the items in this section.

14.1 Professional fees incurred:

14.1.1 in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the insurance;

14.1.2 where the **Insured Person** is aware of a circumstance that may give rise to a claim when purchasing this insurance;

14.1.3 before **Our** written acceptance of a claim;

14.1.4 before **Our** approval or beyond those for which **We** have given **Our** approval;

14.1.5 where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional;**

14.1.6 where **You** are responsible for anything which in **Our** opinion prejudices **your** case;

14.1.7 if **You** withdraw instructions from the **Authorised Professional,** fail to respond to the **Authorised Professional,** withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You;**

14.1.8 where **You** decide that **You** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility;

14.1.9 in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **your** own choice;

14.2 the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;

14.3 claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the **Authorised Professional;**

14.4 appeals unless **You** notify **Us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable **prospects of success;**

14.5 any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;

14.6 damages, fines or other penalties **You** are ordered to pay by a **Court,** tribunal or arbitrator;

14.7 claims arising from an **Event** arising from **your** deliberate act, omission or misrepresentation;

14.8 evany dispute relating to written or verbal remarks which damage **your** eputation;

14.9 **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements;

14.10 **Legal Proceedings** outside the **Territorial Limits** and proceedings in constitutional international or supranational **Courts** or tribunals including the European Court of Justice and the Commission and Court of Human Rights;

14.11 a dispute which relates to any compensation or amount payable under a contract of insurance;

14.12 a dispute with **Us** not dealt with under the **Arbitration** condition;

14.13 any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;

14.14 an application for judicial review;

14.15 any **Professional Fees** incurred in defending or pursuing new areas of law or test cases;

14.16 any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;

14.17 any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the **Crown Court Means Testing** scheme where this applies;

14.18 any **Professional Fees** relating to **your** alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under **Insured Event** – Criminal Prosecution Defence;

14.19 any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;

14.20 any claim involving pharmaceutical or any related claims (including but not limited to tobacco products).

14.21 any claim arising from a stress or psychological related condition;

14.22 disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **Insured Person's** professional advisor;

14.23 a claim falling within the **Small Claims Track** limits (other than as detailed within Insured Events – Consumer Disputes);

14.24 any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies;

14.25 **Legal Proceedings** between an **Insured Person** and a central or local government authority:

14.25.1 unless an **Insured Person** has suffered or could suffer pecuniary loss if the **Legal Proceedings** are not pursued or defended; or

14.25.2 concerning the imposition of statutory charges.

14.26 War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

14.27 Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

14.28 Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

14.29 Electronic data

Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **Policy, Electronic Data** shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this **Policy, Computer Virus** shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

14.30 Sanctions

Any claim if paying that claim would expose **us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15 Legal expenses conditions

These conditions are in addition to the General Conditions on page 40, and specifically apply to **your** legal expenses insurance.

You must comply with these conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may cancel the policy, refuse to deal with **your** claim or reduce the sum of any claim payment.

15.1 Identity theft claims conditions

Please read the following carefully to comply with the conditions of this section.

If an **Insured Person** discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the **Insured Person** must:

1. contact the Legal Expenses Helpline as shown in **your Schedule**
2. make sure that they have their address history for the last 6 years;
3. file a Police report within 12 hours of discovering the **Identity Theft;**
4. let their financial institutions, Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft;
5. fill out and return any claim forms including an authorisation for **Us** to obtain records and other necessary information, if these are applicable
6. send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary;
7. immediately send **Us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
8. take all necessary action to prevent further damage to their identity.

Identity theft claims process

The **Insured Person** must contact the **Legal Expenses Helpline** as shown in **your Schedule** quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **us** to decline the claim.

We will give the **Insured Person** a dedicated claims handler who will assis them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the **Insured Person** access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the **Insured Person's** behalf and post these to them for signing and sending on to the relevant organisations.

15.2 Non-disclosure and misrepresentation

Information which **you** gave **us** before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **us** immediately.

If **you** have provided **us** with inaccurate information, which might have affected **our** decision to provide insurance cover, the level of premium, or the terms of this policy, before **you** took out the policy, or before renewal then **we** may have the right to:

- apply terms to the policy by endorsement; and/or
- cancel the policy; and/or
- void the policy, which means **we** will treat the policy as if it had never existed; and/or
- refuse to pay any claims, or only pay a proportion of those claims; and/or
- recover any payments from **you** made on previous claims; and/or
- retain the premium; and/or
- allow a pro-rata refund of the premium; and/or
- refund the premium in full.

15.3 Observance

Our liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

15.4 Claims

You must tell **Us** in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing **Our** consent to incur **Professional Fees.**

We will not enter into dialogue or correspond with anyone other than **You** (or with **your** agreement an **Insured Person)** or **your** or the **Insured Person's** personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **You** can satisfy **Us** that there are reasonable **prospects of success** in pursuing or defending **your** claim and that it is necessary for **Professional Fees** to be paid and **You** have paid the **Excess.**

We may require (at **Our** discretion) **You** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **Legal Proceedings.** If **We** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:

1. **Your prospects of success** are insufficient;
2. It would be better for **You** to take a different course of action;
3. **We** cannot agree to the claim.

We will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further **Professional Fees** for this claim.

We may limit any **Professional Fees** that **We** will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If **We** consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **Insurer**.

15.5 Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by **Us** will act on **your** behalf and **You** must accept **Our** nomination.

If **Legal Proceedings** have been agreed by **Us, You** may nominate **your** own **Authorised Professional** whose name and address **You** must submit to **Us.** In selecting **your Authorised Professional You** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the **Policy Conditions.**

Where **You** have elected to use **your** own nominated **Authorised Professional You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees.**

15.6 Conduct of Claim

You shall at all times co-operate with **Us** and give to **Us** and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **your** own expense.

We shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose.

You or **your Authorised Professional** shall notify **Us** immediately in writing of any offer or payment into **Court** made with a view to settlement and **You** must secure **Our** written agreement before accepting or declining any such offer.

We will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any **Court,** witness, expert or agent or other person without **Our** agreement.

15.7 Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **You** all or any costs charges, fees, expenses or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

15.8 Fraud

If **You** or **your** family:

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of **your** willful act or if the loss or damage was caused with **your** agreement or knowledge;
- have committed fraud under any other insurance policy;
- makes an untrue statement, fails to provide **us** with information **we** have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We may:

- cancel the policy from the date the fraudulent act was committed;
- recover any money that has already been paid on any claim to which a fraudulent act related and recover any costs **we** have incurred investigating the claim;
- not return any premium paid;
- inform the police, other financial services and anti-fraud databases
- take legal action against **you**.

15.9 Contracts (Rights of Third Parties) Act 1999

Save for the rights granted to Utility Warehouse under this contract, no third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999.

This does not affect the rights or remedies available to a third party, apart from this Act.

15.10 Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

15.11 Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

15.12 Arbitration

Any dispute between You and Us in relation to Section E, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Making a claim

Cover under Section F (Home Emergency cover) is optional, and only applies to you if specified on your Schedule.

Before requesting emergency assistance, **you** should check that the circumstances are covered by **your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **your** home.

- All potential claims must initially be reported via **Our** Claims Helpline. The contact number is detailed on **your Schedule.**

Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the utility supply company and/or the emergency services if necessary. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the home

16 Definitions

The defined words, in this section apply to home emergency insurance only (section F), and have the meanings set out below. Where these defined terms appear in section F of the policy wording they will be highlighted in **bold.**

16.1 Approved engineer:

A qualified person approved and instructed by the **Helpline** to undertake **Emergency** work.

16.2 Assistance:

The reasonable efforts made by the approved engineer during a visit to the **Home** to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided.

16.3 Beyond economic repair:

In the opinion of our **Approved Engineer** the cost of repair is more than the cost of replacement. In the event **your** domestic boiler is declared beyond economic repair **We** will make a contribution up to the limit specified in **your Schedule** to repair it.

16.4 Call out:

A request for **Emergency** assistance from **You,** even if the request is then cancelled by **You.**

16.5 Claim limit:

Cover limit for all sections excluding alternative accommodation costs, as specified in **your Schedule.**

16.6 Commencement date:

The start of the policy as shown in **your Schedule.**

16.7 Deferment period:

In respect of this section of the policy no claim can be made for any incident that occurs within 48 hours of the commencement date of this policy as shown in **your Schedule,** the **Deferment Period** does not apply for renewed policies.

16.8 Domestic boiler:

The central heating boiler contained within and supplying **your Home** that is powered by natural gas from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. **We** will not cover any boiler that has an output in excess of 60kW/hr.

16.9 Domestic central heating system

The domestic boiler and the central heating system within **your Home** that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. **We** will not cover any boiler that has an output in excess of 60kW/hr.

16.10 Emergency:

A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline:

a. render the **Home** unsafe or insecure; or

b. damage or cause further damage to the **Home;** or

c. cause personal risk to **You;** or

d. cause a health and safety risk to others.

16.11 Helpline:

The telephone number for **you** to report an emergency under this policy. The number is specified on **your Schedule.**

16.12 Home:

Your main permanent place of residence, as shown on **your Schedule.** It must be owned and occupied by **You** and **your** family as a private residence with no business use. Rented and let properties, commercial and business premises, mobile homes and bed-sits are not eligible.

16.13 Insurer:

The **insurer**(s) shown in **your Schedule.**

16.14 Pest(s):

Wasps, hornets, rats and mice.

16.15 Period of insurance:

The period of 12 calendar months beginning with the date of inception of this policy.

16.16 Schedule:

The document supplied to **you** confirming the commencement date, **your** details, and the **Home** the subject of cover.

16.17 Territorial limits:

The United Kingdom Isle of Man and the Channel Islands.

16.18 Terrorism:

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

16.19 Unoccupied:

Where no one has resided in the **Home** for a period exceeding 30 consecutive days.

16.20 We, Us, Our:

Unless stated otherwise, means the **Insurer** shown in **your Schedule** for home emergency insurance.

16.21 You/Your:

The person who applied for this insurance and is named on **your Schedule** as the policyholder.

17 Section F - Home emergency insurance (optional)

Your Schedule shows if this section applies to **your** policy.

We cover the following	We do not cover
1. External water supply pipe The **insurer** will provide cover in respect of an **emergency** involving any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for **your home** up to where it is connected to the public water main or communication pipe provided that **you** are responsible for this. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an emergency covered by this section relating to **your** external water supply pipe, the **insurer** will pay the cost of suitable alternative accommodation, up to the limit specified in **your schedule.** Conditions applying to Section 1: Where **you** share legal responsibility for the water supply pipe outside the boundary of **your property** with any third party, the **insurer** will only pay **your** rateable proportion of any work undertaken under this section of cover. When a shared responsibility applies, any third party or parties must agree to the work being completed by the **insurer** engineers and must grant any access necessary to the water supply pipe.	1. Costs which exceed **your** rateable proportion of the cost of any work undertaken by the **insurer** under the terms of this policy on a water supply pipe outside the boundary of **your** property where **you** share legal responsibility for the water supply pipe with any third party; 2. Frozen pipes which have not caused any damage; 3. Any work required on a water supply pipe outside the boundary of **your** property where **you** share legal responsibility for the water supply pipe with any third party who does not agree to the work being completed by the **insurers** engineers; 4. Damage resulting from lack of proper maintenance; 5. Reinstatement costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

2. Plumbing The **insurer** will provide cover in respect of an **emergency** arising from the sudden and unexpected failure of or damage to the internal plumbing system within the home which has or may result in internal water leakage, or escape of water from water tanks, pipes, domestic appliances or fixed heating systems which causes damage to the home. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an emergency covered by this section relating to **your** plumbing, the **insurer** will pay the cost of suitable alternative accommodation, up to the limit specified in **your Schedule.**	1. General maintenance including, but not limited, to dripping taps; 2. Frozen pipes which have not caused any damage; 3. Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use; 4. Cracked or broken toilets or cisterns; 5. Pipes outside the boundary of **your home;** 6. Water pipes to, from or within a detached outbuilding or garage.
3. Drainage The **insurer** will provide cover in respect of an **emergency** arising from the sudden and unexpected failure of or damage to the drainage system of **your home.** In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** drainage, the **insurer** will pay the cost of suitable alternative accommodation, up to the limit specified in **your schedule.**	1. General servicing and maintenance issues including but not limited to leaf accumulation, build-up of oil, fats or other debris within the drainage system; 2. Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete; 3. Cesspits, septic tanks, vacuum drainage systems, electric pumps; 4. Plumbing and filtration systems for any swimming pools or spa or whir pool baths; 5. Detached outbuildings; 6. Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect; 7. Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to failure of pitch fibre pipework; 8. Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

4. Domestic central heating systems The **insurer** will provide cover in respect of an **emergency** which has arisen from the sudden and unexpected failure of **your** domestic central heating system. The **emergency** must render the domestic central heating system inoperable and the failure has to be due to mechanical or electrical failure or malfunction of the central heating system. **We** will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 48 hours to achieve this from the first point at which **our** approved engineer visits **you** and diagnoses the requirement **we** will pay a fixed benefit of £40 toward providing alternative heating. In the event **your** domestic boiler is declared beyond economic repair **we** will make a contribution towards replacing it, up to the limit specified in **your Schedule**.	1. General maintenance including, but not limited to, descaling or power flushing of the domestic central heating system, or any adjustment to the timing and temperature controls of the domestic central heating system and venting (bleeding) of radiators; 2. Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG boilers and dual-purpose boilers such as AGAs and Rayburns; 3. Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating; 4. Corrosion or any work arising from hard water scale deposits; 5. Removal of sludge or hard water scale from the domestic central heating system; 6. Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system; 7. Solar powered panels or ground air and water source pumps.
5. Electrical emergency and breakdown Cover The **insurer** will provide cover in respect of an emergency arising from the breakdown or failure of the permanent domestic electrical wiring system and its components (fuse box, switches, sockets) supplying electrical power to **your** home. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** permanent domestic electrical wiring system, the **insurer** will pay the cost of suitable alternative accommodation, up to the limit specified in **your Schedule.**	1. **Your** electricity supply meter; 2. Domestic appliances or electrical items with a plug; 3. Replacing light bulbs, fuses and any other routine electrical maintenance tasks; 4. External Lighting, garden lighting and the electrical supply to outbuildings, such as sheds and greenhouses which are connected to a separate electric meter to that of the home; 5. Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any 3 phase electrical systems; 6. Electrical wiring or electrics in communal areas of **your home.**

6. Emergency gas supply pipe The **insurer** will provide cover in respect of an **emergency** following to any damage to the internal gas supply pipe following a gas leak occurring in **your** home. **Our** assistance will only be provided once the National Gas Emergency Service have attended and isolated the leak. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** gas supply pipe, **we** will pay the cost of suitable alternative accommodation, up to the limit specified in **your schedule.**	1. General or routine maintenance; 2. The breakdown of any gas boiler, fire, central heating or hot water system; 3. Temporarily frozen pipes where there is no permanent damage; 4. Systems not installed correctly by an appropriately qualified person or which do not conform to any governing Gas Safe regulation or requirements; 5. Pipes outside the boundary of **your home.**
7. Security, lost keys, roofing and pest infestation The **insurer** will pay for the **call out,** labour and parts and materials involved in an **emergency** relating to the security or roofing of **your home,** a pest infestation or the loss of the only available key to **your home.** **Security and roofing** – The **insurer** will arrange an emergency repair to make the **Home** safe and/or prevent further damage in the event of damage or failure to the roof, external lock, door or window. **Lost keys** – The **insurer** will assist **you** to gain access to **your** home arising from the loss of the only available key to **your** home, when **you** are unable to replace it or gain normal access. **Pest** infestation – The **insurer** will assist **you** to remove any pest infestation inside **your home.** In the event that **your** home becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** security, lost keys, roofing or pest infestation **we** will pay the cost of suitable alternative accommodation, up to the limit specified in **your Schedule.**	1. **Pest infestation** relating to pests which are not defined in this policy; including but not limited to; ants, fleas, bedbugs, spiders, flies, squirrels and bees; 2. **Pest** infestations of any outbuilding, or any other part of **your property** which is not part of main **home,** or where the living areas of the property are not affected; 3. Damage caused by **pests;** 4. Loss of keys to the main property if a duplicate set exists; 5. Loss of keys for any outbuilding, garage or shed which is not part of the main home; 6. The failure of any internal doors and/or window lock; 7. The replacement or repair of electronic units powering garage doors.

18 Home emergency exclusions

These exclusions specifically apply to **your** Home Emergency Insurance. Therefore, **your** Home Emergency Insurance does not cover the items in this section.

18.1 Any defect that may give rise to an **emergency** which is known to **you** prior to the **commencement date** of **your** policy or any defects which occur within the **deferment period.**

18.2 Claims arising after the **home** has been left **unoccupied;**

18.3 Any wilful or negligent act or omission by **you** or any third party;

18.4 Events where on attendance it becomes clear that the **call out** is not an **emergency;**

18.5 General maintenance work or any system that has not been regularly maintained;

18.6 Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your home;**

18.7 Any parts or item that may need to be replaced as a result of wear and tear or gradual deterioration;

18.8 Any **emergency** arising from poor workmanship or design defect;

18.9 Any consequential loss;

18.10 Any repair that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the repair;

18.11 Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;

18.12 Replacement of bespoke or designer radiators or towel rails;

18.13 Any boiler or system that has not been serviced in line with manufacturer's recommendations;

18.14 Improvements including work that is needed to bring the insured system up to current standards;

18.15 Homes situated outside the **territorial limits;**

18.16 An **emergency** arising from or associated with pollution or contamination;

18.17 Any damage caused by the approved engineer in gaining access in order to affect an emergency repair;

18.18 Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;

18.19 Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;

18.20 Any system(s) not installed properly or in line with manufacturers guidelines;

18.21 Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

18.22 Sanctions

Any claim if paying that claim would expose **us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

19 Home emergency conditions

These conditions are in addition to the General Conditions on page 33, and specifically apply to home emergency insurance.

You must comply with these conditions to have the full protection of **your** policy. If **You** do not comply with them, **We** may cancel the policy, refuse to deal with **your** claim or reduce the sum of any claim payment.

19.1 Claims

19.2 **You must allow the insurer** reasonable access to the **home** to enable appropriate treatments to be carried out and follow advice from the a**pproved engineer** and/or the **helpline** in removing furniture if this is deemed necessary;

a. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage;

b. **You** must respond to the **insurer** promptly in all matters relating to a claim;

c. The **insurer** reserves the right to:

i. take over any claim or proceedings at any time at the **insurers** expense and conduct them in **your** name should the emergency be because of an incorrect or failed previous repair;

ii. negotiate or settle any claim on **your** behalf;

iii. contact **you** directly at any point concerning **your** claim;

d. The **insurer** reserves the right to use non-genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares. To improve the quality of the service provided, calls to the helpline may be recorded.

19.3 Cancellation

See page 75 for our cancellation terms.

19.4 Arbitration clause

If there is a dispute between **you** and **us,** or **you** and the **insurer,** which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 6. If **we,** or the **insurer,** are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

19.5 Fraudulent claims

You must not act in a fraudulent way. If **You** or anyone acting for **You:**

- fails to reveal or hides a fact likely to influence whether **We** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or;

- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

19.6 Statutory regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

19.7 Acts of parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Is lands and shall include any subsequent amendments, re enactments or regulations.

More information about this policy

Sections A to F

Registration and regulatory information

Insurance cover under Sections A to D is provided by the **insurer** specified in **your schedule.** Insurance cover under Sections E and F may be provided by a different **insurer** and these **Insurer**s are also specified in **your schedule**. Unless stated to the contrary in the **schedule,** the **insurer(s)** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Firm Reference Numbers are specified in **your schedule. You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme

The **insurer(s)** of this policy as specified in **your schedule** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations. Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. www.fscs.org.uk.

Exchange of information

In order to prevent or detect fraud Utility Warehouse and the **insurer** specified in **your Schedule** will share the information **you** provide with various fraud prevention agencies including law enforcement. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. **We** and other organisations, including those from other countries and the police, may access and use the information recorded for the purpose of making decisions, such as those involving insurance proposals and claims. **We** may also conduct credit reference checks in certain circumstances including confirming **your** identity and recovering debt. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating by contacting Utility Warehouse.

You should show this notice to anyone who has an interest in the property insured under the policy. **You** must ensure that any information **you** supply relating to anyone else is accurate and that **you** have obtained their consent on **our** behalf to the use of their data for these purposes.

Cancellation - your rights to cancel your policy

You have the right to cancel **your** policy at any time; to do so **you** must instruct **your** intermediary. Any potential charges and refunds will be calculated as follows:

For all cancellations:

- if a claim has been made in the current period of insurance, **we** will charge the outstanding premium remaining on the policy, and charge an administration fee as specified in our Terms of Business.
- If no claims have been made in the current period of Insurance, **we** will refund the premium for the exact number of days left in the current period of insurance.
- If cancellation occurs during the first 12 months of insurance **we** will also charge an administration fee as specified in **our** Terms of Business.
- If the period of insurance has not yet started, **we** will provide a full refund and waive Utility Warehouses's administration fee.

For cancellations within 14 days of the policy purchase or renewal, if the period of insurance has started, **we** will provide a full refund and deduct Utility Warehouses's administration fee.

To cancel **your** policy, please contact **us** using the details specified in **your Schedule.**

Cancellation - our rights to cancel your policy

We, or **your** intermediary or other person acting for us and Utility Warehouse have the right to cancel **your** policy, where there is a valid reason for doing so by providing 7 days written notice. Valid reasons may include, but are not limited to:

- where **you** do not pay a premium when it is due to either **your** intermediary or **us**;
- where **you** are required to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend our interests;

- where there is a failure by **you** to notify **us** of any changes in **your** circumstances as shown in the General Conditions Sections A-D on pages 40 - 44;
- where **you** commit, or attempt to commit fraud as shown in the General Conditions Sections A-D on page 40;
- use of threatening or abusive behaviour or language, or intimidation of **our** staff or suppliers
- If **we** cancel **your** policy for reasons other than fraud, **we** will refund the premium for the exact number of days left in the current Period of Insurance. **We** reserve the right to deduct an administration charge for processing the cancellation as specified in **our** Terms of Business as well as any applicable taxes.
- If **we** cancel **your** policy on the grounds of fraud, cancellation will be from the date the fraudulent act was committed and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances. Please read the General Conditions Sections A-D page 40 for further details regarding fraud.

Index linking

The specified **personal possessions** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index. **your Schedule** will confirm the revised sums insured at each renewal date

No claims discount

If **you** do not make a claim during the **Period of Insurance we** will increase **your** no claims discount at the next renewal date unless **you** have the benefit of the maximum no claims discount already.

If **you** make a claim under **your buildings** cover – Section A or **your contents** cover

- Section B **we** will reduce **your** no claims discount under that section at the next renewal date.

If **you** make a claim under **your Personal Possessions** cover – Section C, or **your** pedal cycles cover – Section D **we** will reduce **your** contents cover – Section B no claims discount at the next renewal date.

Security

Check **your Schedule** and where **we** have applied the minimum standards of security **Endorsement you** must ensure all window and door locks meet the standard and are operational as specified. If the security is not fitted and applied in line with the **Endorsement** wording, cover for loss or damage caused by theft, attempted theft or malicious acts will not operate.

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Utility Warehouse Limited.
Registered in England.
Company number: 04594421

UWHH-1.5

Utility Warehouse