

STUDENT CONTENTS INSURANCE

Arranged by



N W Brown Insurance Brokers Ltd Authorised and regulated by the Financial Services Authority
Registered Office: Richmond House, 16-20 Regent Street, Cambridge, CB2 1DB
Registered in England No. 1149934

Underwritten by



Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised and regulated by the Financial Services Authority

Legal Expenses Section Underwritten by –

Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as Familyplus) and is underwritten by UK Underwriting Limited.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority.

PLEASE READ THIS POLICY WORDING (AND YOUR SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE THAT IT MEETS YOUR REQUIREMENTS

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.

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Definitions

The words or expressions listed below have the following meaning wherever they appear in this Insurance the Schedule or any Endorsement relevant to this Insurance.

Policyholder/you Insured	The Person(s) named as Insured in the Schedule.
Company/we	You, your spouse, children, parents and other relatives who normally reside with you.
Endorsement	Royal & Sun Alliance Insurance plc.
Period of Insurance	Any alteration made to this Insurance which has been agreed by us in writing.
Policyholder's Contribution	The period shown in the Schedule and any further period for which we accept your premium.
British Isles	The first part of any claim which you have to bear.
House	England, Scotland, Wales, Northern Ireland, (the Republic of Ireland), the Isle of Man and the Channel Islands.
Home	The private dwelling at the address shown in the Schedule.
Unfurnished	The house together with its garages and outbuildings, all used for domestic purposes.
Money	Without sufficient furniture and furnishings for normal living purpose.
Valuables	Current legal tender, cheques, postal and money orders, trading stamps, stamps which are not part of a stamp collection, premium bonds, certificates and travellers cheques.
	Jewellery, watches, clocks, articles of precious metal, pictures and furs.

Guidance When Making a Claim

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

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

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

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

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

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

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is, where possible, to repair or replace lost or damaged property or vehicles and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but, on request, we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees
- 3 The Insured at his own expense shall
 - A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition and must comply with reasonable requirements and directions given by the Company or a veterinary surgeon acting on behalf of the Company
 - B) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This policy shall be avoided if
 - A) any alteration be made in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company

5 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company

6 This Policy may be cancelled

(A) by the Company giving 30 days notice in writing to the Insured at its last known address Thereupon the Insured shall become entitled to a proportionate return of premium

(B) by the Insured giving 30 days notice in writing to the Company at the address shown in the Schedule provided an undertaking in accordance with General Condition 6 is not in force The Insured shall be entitled only to a return premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance

7 Law Applicable Clause

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the nonexclusive jurisdiction of the courts of England and Wales.

8 Your duty to prevent loss or damage

The Insured must take all reasonable steps to prevent loss, damage or accidents and maintain the insured property in a sound condition.

9 Transfer of Interest

You may not transfer your interest in this Insurance without our written approval.

Special Note

With the exception of General Condition 8 the Conditions and Exclusions of this Insurance override the General Conditions and Claims Conditions.

Keeping us informed

We have issued this Insurance on the information that you have given us about yourself, your family and your property. Please, therefore, let us know immediately of changes that affect what you have told us; for example, if anything happens to change the use, the nature or the amount of the property insured.

Exclusions which apply to the whole of Home Insurance

Radioactive Contamination

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

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War Risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Sonic Bangs

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Claims Conditions

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
 - A) notify the Company in writing forthwith
 - B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
 - C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
 - D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
 - E) within 30 days of the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
 - i) full information in writing of the claim
 - ii) details of any other insurance relating to the claim
 - iii) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon
- 4
 - A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited the Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
 - B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
The Insured shall give all such assistance as the Company may require
- 5 The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
- 6 **Not applicable to Money Personal Accident and Personal Injury (Robbery) Insurance**

If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim.

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

7 Not applicable to Liability Personal Accident Personal Injury (Robbery) and Legal Expenses Insurance

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

8 Applicable only to Liability Insurance

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on receipt The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

9 Applicable only to Personal Accident and Personal Injury (Robbery) Insurance

All certificates information and evidence required by the Company shall be furnished free of expense to and in the form prescribed by the Company The Insured Person shall as often as required submit to medical examination on behalf of and at the Company's expense in connection with any claim

The Insured's or the Insured's personal representative's receipt shall discharge the Company

The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company

If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance

10 Reporting A Claim

Contact N W BROWN INSURANCE BROKERS LTD on 01223 357131 and request the household claims department or alternatively write to HOUSEHOLD CLAIMS, N W BROWN INSURANCE BROKERS LTD, RICHMOND HOUSE, 16 – 20 REGENT STREET, CAMBRIDGE, CB2 1DB

If loss, damage or liability occurs which may result in a claim under this Insurance, the action you must take depends upon the type of claim

Riot - tell us immediately.

Loss of credit cards - tell the issuing authority immediately and tell us as soon as possible.

Accidental loss outside the home, theft, malicious damage or vandalism - tell the Police immediately and tell us as soon as possible.

Legal liability for injury or damage - tell us immediately and provide full details in writing as soon as possible, send us immediately any writ, summons or other legal document served on you or your family.

Any other claims - tell us as soon as possible.

- 2 You must provide us, at your expense, with all the details and evidence which we ask for concerning the cause and amount of any damage or injury.

Rights and Responsibilities

- 3 We may enter any building or caravan where loss or damage has occurred and deal with the salvage but no property may be abandoned to us.
- 4 The Insured must not admit, reject or negotiate on any claim without our written consent.
- 5 We may take over and conduct in the name of the Insured, with complete and exclusive control, the defence or settlement of any claim.
- 6 We may also start legal action in the name of the Insured (but at our expense and for our own benefit) to recover from others, compensation in respect of anything covered by this Insurance.
- 7 The Insured must give us all the help and information we may need to settle or defend any claim or to start legal proceedings.

Other Insurances

- 8 If at the time of any incident which results in a claim under this Insurance, there is any other insurance covering the same damage or liability or any part of it, we will only pay our rateable proportion of the claim.

Arbitration

- 9 Where a claim has been accepted under this Insurance but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator in accordance with the statutory provisions then current. If this happens, an award must be made by the arbitrator before legal proceedings can be commenced.

Cover A: Insurance of the Contents

<p>By Contents we mean household goods and personal effects which belong to or are the legal responsibility of the Insured, visitors' personal effects up to £250 and deeds and documents up to £1000.</p> <p>High Risk Items are television, radio, recording and audio equipment, jewellery, gold, silver and articles of precious metal, personal computers, clocks, watches, cameras, furs, pictures, works of art and curios, stamp, coin and other collections.</p> <p>When in your home the Contents are insured against loss or damage by the following causes:</p>	<p>Exclusions Motor vehicles (other than gardening machinery and pedestrian controlled vehicles), caravans, trailers, aircraft, hovercraft or boats or parts or accessories for any of them Swimming Pool covers Pets and livestock Securities of any kind Property more specifically insured.</p> <p>The Policyholder's Contribution shown below applies to all causes other than 20.</p> <p>Exclusions</p>
<p>1 Fire, lightning, explosion or earthquake</p>	
<p>2 Storm or flood.</p>	
<p>3 Water escaping from fixed water or heating installations, washing machines or dishwashers. Oil escaping from a fixed heating installation</p>	
<p>4 Riot, civil commotion, strikes or labour disturbances</p>	<p>4 Loss or damage occurring in Northern Ireland</p>
<p>5 Malicious persons or vandals</p>	<p>5 Loss or damage occurring in Northern Ireland. Loss or damage caused by any of the Insured or by tenants.</p>
<p>6 Theft or attempted theft</p>	<p>6 Loss by deception unless only entry is gained by deception Loss or damage caused by any of the Insured or by tenants. Where there is no forcible and violent entry or exit, except where occupant is inside.</p>
<p>7 Subsidence and/or heave of the site on which your home.</p>	<p>7 Loss or damage resulting from movement of solid floor slabs, unless the foundations beneath the external walls of your home are damaged by the same cause and at the same time</p> <p>Loss or damage resulting from:</p> <ul style="list-style-type: none"> - coastal or river erosion - demolition of or structural alteration or structural repair to your home - faulty workmanship or the use of defective materials
<p>8 Falling television or radio aerials, aerial fittings or masts.</p>	
<p>9 Falling trees or branches.</p>	
<p>10 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals</p>	<p>10 Loss or damage caused by domestic pets.</p>
<p>11 If your house is made uninhabitable by any cause insured by paragraphs 1-10, we will pay the reasonable additional costs of comparable accommodation incurred during the period necessary to restore your house to a habitable condition.</p>	<p>11 Any amount exceeding 20% of the Sum Insured on Contents, applicable at the time the loss or damage occurred, subject to any Inflation Protection adjustment.</p>
<p>12 Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture.</p>	
<p>13 Accidental damage to televisions, audio, video and computer equipment.</p>	<p>13 Damage by wear and tear, depreciation, gradually operating cause, process of cleaning, repair or restoration, mechanical or electrical breakdown. Items damaged outside the home.</p>
<p>13a Tenant's cover - if you are the tenant of your home, we will pay for Accidental loss/damage caused by the policyholder(s) to the landlords contents, fixtures and fittings, greenhouses and sheds, part of the structure, decorations, of your home that you are responsible for as a tenant under a tenancy agreement.</p>	<p>13a The most we will pay is £5000.00</p>
<p>14 Accidental damage to Contents not listed in paragraphs 12 and 13</p>	<p>14 Damage to clothing and contact lenses. Deterioration of food. Damage while your house or any part of it is sublet. Damage by wear and tear, depreciation, insects, vermin, atmospheric or climatic conditions, gradually operating cause, process of cleaning, dyeing, repair or restoration, mechanical or electrical breakdown. Damage by a cause listed in paragraphs 5, 6 or 7 and which is specifically excluded in that paragraph</p>
<p>Paragraph 14 applies only to policies in which the Cover stated in the Schedule confirms Accidental Damage</p>	

When not in your home, the Contents are insured against:	Exclusions
15 Loss or damage by any cause insured by paragraphs 1-10, occurring in the open within the boundaries of the land belonging to your home.	15 Any amount exceeding £250
16 Loss or damage by any cause insured by paragraphs 1-10, occurring while temporarily removed: A) within the British Isles into any bank, safe deposit occupied private dwelling or into any building where the Insured is residing or carrying on business B) elsewhere within the British Isles.	16 Any amount exceeding 15% of the Sum Insured on Contents Loss or damage – in any furniture depository – by theft, except where there is forcible and violent entry into or exit from a building – by collision whilst in transit or on the person – by riot, civil commotion and malicious persons in the Republic of Ireland
17 Accidental loss or damage when in transit by land from your home, for permanent removal to another home in the British Isles, by professional removal contractors	17 Loss or damage to china, glass, earthenware and other items of a brittle nature unless they have been packed for removal by professional packers. Property in, or transit to or from, any depository
18 Accidental loss of the keys to the external doors of the home, or to safes or alarms in the home. Accidental damage to the locks of the external doors to your home or to safes and alarms in the home.	Any amount exceeding £500 in any one Period of Insurance. Loss or damage caused by any process of repair or restoration. The cost of repairing mechanical breakdown.
Claims Settlement We will pay for the replacement of the lock mechanism or at our option, we will change the locks.	
19 Accidental damage to external television satellite receiving equipment permanently fixed to the home and professionally installed	Any amount exceeding £250 Loss or damage caused by wear and tear, depreciation, atmospheric or climatic conditions, gradually operating cause, mechanical or electrical breakdown. Loss or damage occurring while the house has been left unfurnished.
Claims Settlement We will pay the cost of replacement as new (or at our option replace as new) except for items that can be economically repaired where the cost of repair will be paid.	
The Insured is indemnified against liability at law:	Exclusions
20 For damages and/or claimant's costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property, occurring during any Period of Insurance incurred: a) solely as occupier (not as owner) of the home and its land b) solely in a personal capacity (not as occupier or owner of any buildings or land) c) as an employer to an employee. The limit of indemnity for all damages and claimant's costs resulting from one original cause is: A) £10,000,000 in respect of accidental bodily injury to employees under a contract of service to the Insured and arising out of and in the course of such employment. B) £5,000,000 in respect of accidental damage to material property or other accidental bodily injury. The Company will also pay defence costs and expenses incurred with the Company's written consent. The total amount payable for any one cause in respect of: A) above and or Liability Insurance Section 1 (if Insured) shall not exceed £10,000,000 inclusive of all defence costs and expenses incurred with the Company's written consent B) above and or Home Insurance Covers G and I, and or Liability Insurance Section 2 (if Insured) shall not exceed £5,000,000. Paragraph 20 includes indemnity after the Insured's death to legal personal representatives in respect of liability incurred by the Insured and covered by the Policy, provided that the legal personal representatives observe the terms of the Policy so far as they can apply.	20 Damage to property belonging to or held in trust by or in the custody or control of any of the Insured. Injury or damage arising out of the employment profession or business of any of the Insured. Injury (except to an employee) or damage arising out of ownership, possession or use by or on behalf of any of the Insured of mechanically propelled vehicles (except gardening machinery and pedestrian controlled vehicles), lifts, caravans, aircraft, hovercraft or boats (other than hand propelled boats). Liability assumed by agreement, unless the liability would have existed without the agreement. Injury (including death, disease or illness) to any of the Insured. Liability resulting directly or indirectly from the transmission of any communicable disease by any of the Insured. Injury to any employee for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community.

Policyholder's Contribution (where applicable) to this Cover as shown in the Schedule

Claims Settlement

Accidental Damage Cover

We will pay the cost of replacement as new, except for

- i. household linen and clothing, where a deduction for wear and tear will be made
- ii. items that can be economically repaired (including household linen and clothing) where the cost of repair will be paid
- iii. deeds and documents where we will pay only the value of the deed or document as stationery and for any expenses incurred in obtaining a copy of or re-writing the deed or document and re-stamping.

If, at the time of any loss or damage, the Sum Insured on Contents is less than the cost of replacing all the Contents as new (less an allowance for wear and tear on items of household linen and clothing), we will pay the cost of replacement as new, less a deduction for wear and tear.

We will not pay for the cost of replacing or repairing any undamaged part of the contents which forms part of a suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

The maximum amount payable in respect of any one claim under paragraphs 1-10, 12-14 and 17 is the Sum Insured (less any Policyholder's Contribution), subject to any limit stated in the Schedule

By household linen we mean towels, bed and table linen.

Index Linking

We will adjust the Sum Insured on the Contents and the High Risk Limits monthly as shown in the Schedule. Your annual premium will be based on the adjusted Sum Insured and Limits.

Covers B and C: Insurance of Personal Possessions

By Personal Possessions we mean valuables, personal effects and clothing belonging to the Insured or for which the Insured is legally responsible in or away from the home.

Exclusions

Motor vehicles, pedal cycles, caravans, trailers, aircraft, hovercraft or boats or parts or accessories on or in any of them.

Pets and livestock.

Securities, documents of any kind, money or credit cards.

Unless specified in the Schedule, china, glass, earthenware and other items of a brittle nature, household goods, domestic appliances, contact lenses, camping equipment or documents of any kind. Damage to external television satellite receiving equipment.

Property more specifically insured.

On unspecified valuables, personal effects and clothing, the Policyholder's Contribution shown on the schedule.

The property is insured against

Loss or damage within the British Isles and while temporarily elsewhere in the custody or control of the Insured, provided that the period for which the Insured is outside the British Isles does not exceed 60 days in any Period of Insurance. The maximum amount payable in respect of property taken abroad shall be the limit shown in your schedule.

Exclusions

Items stolen from a vehicle unless in a locked glove or luggage compartment and concealed from sight.

Loss by deception unless only entry to the home is gained by deception.

Loss or damage caused by wear and tear, depreciation, insects, vermin, atmospheric or climatic conditions, gradually operating cause, process or cleaning, dyeing, repair, alteration, restoration, mechanical or electrical breakdown, delay, confiscation or detention by order of the Government or Public or Police Authority.

Loss or damage by riot or civil commotion outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

Policyholder's Contribution (where applicable) to these Covers as shown in the Schedule

Claims Settlement

We will pay the cost of replacement as new, except for

i. clothing, where a deduction for wear and tear will be made.

ii. items that can be economically repaired (including clothing), where the cost of repair will be paid.

The maximum amount payable in respect of any one claim is the Sum Insured (subject to any Limits) stated in the Schedule.

Index Linking

We will adjust the Sums Insured and the Limit (under Cover B) monthly as shown in the Schedule. Your annual premium will be based on the adjusted Sums Insured and Limit.

Cover D: Food in your Freezer

By food in your freezer we mean food in your home contained in a domestic deep freezer cabinet which is not more than 15 years old.

Food in your freezer is insured against:

Loss or damage caused by a rise or fall in temperature.

Exclusions

Loss or damage resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.
Loss or damage caused by riot or civil commotion in Northern Ireland.

Claims Settlement

We will pay the cost of replacement and, if incurred, the reasonable cost of hiring temporary alternative freezer space. The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule.

Index Linking

We will adjust the Sum Insured monthly as shown in the Schedule. Your annual premium will be based on the adjusted Sum Insured.

Cover E: Personal Money and Credit Cards

By Personal Money we mean money belonging to the Insured kept and used solely for private; social and domestic purposes.

Personal Money is insured against:

Loss within the British Isles and while temporarily elsewhere in the custody or control of the Insured, provided that the period for which the Insured is outside the British Isles does not exceed 60 days in any Period of Insurance.

The Policyholder's Contribution shown below.
Loss due to confiscation, to depreciation in value or to errors or omissions in receipts, payments or accountancy.
Loss due to riot and civil commotion outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

Policyholder's Contribution applicable to this Cover as shown in the Schedule.

Claims Settlement

We will pay the amount of the money lost. The maximum amount payable in respect of any one claim is £250

By Credit Cards we mean any credit, cheque, bankers or cash card issued in the British Isles to the Insured.

The insurance is against:

Financial loss resulting from any Credit Card being stolen or accidentally lost and subsequently used by someone other than the Insured.

Claims Settlement

We will pay the amount for which the Insured is responsible, provided the Insured has complied with all the terms and conditions under which the card is issued. The maximum amount payable in respect of any one claim is £500.

Cover F: Your Pedal Cycles

By pedal cycles we mean any pedal cycle including accessories belonging to the Insured. Value of accessories will be included within value of cycle on schedule.

Exclusions

Motor-assisted pedal cycles.
The Policyholder's Contribution shown below

Pedal cycles are insured against:

Loss or damage within the British Isles and while temporarily elsewhere in the custody or control of the Insured, provided that the period for which the Insured is outside the British Isles does not exceed 60 days in any Period of Insurance.

Exclusions

Theft unless by violent and forcible entry or exit to a building or if securely locked to an immovable object.
Accessories unless stolen with the pedal cycle.
Loss or damage while being used for racing.
Loss or damage caused by wear and tear, depreciation, atmospheric or climatic conditions, gradually operating cause, repair or mechanical or electrical breakdown.
Loss or damage caused by riot or civil commotion outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

Policyholder's Contribution applicable to this Cover as shown in the Schedule.

Claims Settlement

We will pay the cost of replacement as new, except for pedal cycles that can be economically repaired where the cost of repair will be paid.

The maximum amount payable in respect of any one claim for each pedal cycle is as shown in the schedule.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

- Initially please raise your concerns with your usual business contact.
- If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA
Tel: 0800 1076160
Fax: 01422 325146
e-mail: halifax.customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 0801800
e-mail enquiries@financial-ombudsman.org.uk
web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced

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

Familyplus Legal Expenses Policy (Leaseholders)

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as Familyplus) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In return for the premium *You* have paid, *We* agree to insure *You* in accordance with the terms and conditions of this policy.

Important Information

This is a contract of insurance between *You* and Fortis Insurance Limited. The insurance provided covers *Legal Costs* subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the *Territorial Limits* and during the *Period of Insurance* for which *You* have paid or agreed to pay the premium.

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide *You* with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands.

To help *Us* monitor *Our* service standards, telephone calls may be recorded.

When phoning, please tell *Us* that *You* are a member of the Familyplus scheme. Please do not phone the Helpline to report a general insurance claim.

We will not accept responsibility if the Helpline services are unavailable for reasons *We* cannot control.

To contact the helpline, phone: **01603 420033**, quoting the reference 'Familyplus'.

Cancellation Right

We hope that *You* are happy with the cover this Policy provides. *You* have the right to cancel the Policy at any time by sending *Us* notice in writing. If *You* send notice in writing within 14 days of receiving the Policy then *We* will return the premium in full providing no claim has been made. This is called the "cooling off period". If *You* cancel at any other time, there will be no refund of the premium.

Making a Claim

In the event of a claim please do not appoint *Your* own solicitor as this will invalidate the cover provided by this policy.

Note that all Claims must be reported to *Us* within 180 days of the *Date of Event*.

If *You* need to notify a potential claim, please immediately write to *Our* Claims Department at the following address:

Familyplus Claims
Kircam House
5 Whiffler Road
Norwich NR3 2AL

Claims may be emailed to fpclaims@ulr.co.uk or notified by telephone on **01603 420080** quoting the reference 'Familyplus'.

The claims line is open 24 hours a day throughout the year.

Please provide *Your* Policy Number and a description of the Claim circumstances. A claim form will then be provided which *You* should complete and return without delay.

Complaints Procedure

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a Claim *You* should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited
Kircam House
Whiffler Road
NORWICH
NR3 2AL

Tel: 01603 420000
Fax: 01603 420010

In the event *You* remain dissatisfied and wish to make a complaint *You* can do so by contacting the following:

Head of Claims
UK Underwriting Limited
2 Gibraltar House
Bowcliffe Road
Leeds
LS10 1HB

Please ensure *Your* reference number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, *You* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *You* are insured in a business capacity as a *Micro-Enterprise*, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million.

You may contact the Financial Ombudsman Service (FOS) at:

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

Tel: 0845 080 1800
Fax: 0207 964 1001

Please note *You* have six months from the date of *Our* final response in which to refer *Your* complaint to the FOS. Referral to the FOS will not affect *Your* right to take legal action against *Us*.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. *You* can get more information about compensation scheme arrangements from the FSCS.

Definitions

Words shown in *italics* have the same meaning wherever they appear in this policy.

Appointed Representative

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by *Us* to act for *You*.

Civil Proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.

Date of Event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Insured

The person who has taken out this Policy, providing that they reside within the *Territorial Limits*.

Legal Costs

Professional legal fees which *You* are bound to pay, including reasonable fees or expenses incurred by the *Appointed Representative* whilst acting for *You* in the pursuit of *Civil Proceedings*.

Micro-Enterprise

An *Enterprise* which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

Period of Insurance

The period beginning with the date of inception of this Familyplus legal expenses policy and ending on the next expiry date of the household contents policy to which this Familyplus legal expenses policy is annexed or 12 calendar months, whichever is the less.

Territorial Limits

The United Kingdom, the Isle of Man and the Channel Islands.

You/Your

The *Insured*, together with any of the following who reside permanently with the *Insured* and have the *Insured's* permission to make a claim:

- a) the *Insured's* spouse or partner;
- b) the *Insured's* parents or parents-in-law;
- c) the *Insured's* children under the age of 21.

We/Our/Us

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer, and/or their agent Motorplus Ltd trading as FamilyPlus and/or ULR.

This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this Policy, *We* will pay *Legal Costs* to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue *Civil Proceedings* directly arising from one or more of the following events or causes, occurring within the *Territorial Limits* where the *Date of Event* is within the *Period of Insurance* and provided that the premium has been paid, if *We* deem that there are reasonable prospects of success:

1. **Personal Claims**
 - a) *Your* death;
 - b) a personal injury to *You*.
2. **Real property**
 - a) an infringement of *Your* legal rights arising from owning or occupying *Your* permanent place of residence;
 - b) problems arising out of leasing *Your* permanent place of residence;
 - c) nuisance at or trespass to land in relation to *Your* permanent place of residence.
3. **Services and personal property**
 - a) physical damage to personal property owned by *You* or for which *You* are responsible;
 - b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for *Your* private or personal use providing that the transaction was a commercial contract entered into during the *Period of Insurance*.
4. **Employment**

Where *You* are an employee, disputes arising out of *Your* contract of employment which give rise to a claim in an Employment Tribunal.

This Policy Will Not Cover

1. Any claim:
 - a) which *You* do not report to *Us* within 180 days of the *Date of Event*;
 - b) for which the *Date of Event* is before the date of inception of this Policy;
 - c) under insured incident 4 above (*Employment*) for which the *Date of Event* is within 90 days after the date of inception of this Policy;
 - d) for which the *Date of Event* is within 60 days after the date of inception of this Policy (other than claims under insured incidents 2 or 4 above);
 - e) under insured incident 2 above (*Real Property*) for which the *Date Of Event* is within 180 days after the date of inception of this Policy;
 - f) where the amount claimed is less than £100.
2. *Legal Costs* incurred:
 - a) before *Our* written acceptance of a claim;
 - b) whilst *You* are bankrupt, in administration or in receivership, or if *You* have entered into a composition with creditors.
3. The balance of *Legal Costs* over and above any figure *We* have previously agreed.
4. *Legal Costs* incurred in any appeal proceedings unless:
 - a) *You* confirm in writing to *Us* that *You* wish to appeal at least six working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
 - b) *We* consider such appeal has a reasonable chance of success.
5. In respect of claims under insured incident 2 above (*Real Property*) the first £250.00 of *Legal Costs* incurred in each separate claim, and in respect of all other claims, the first £25.00 of *Legal Costs* incurred in each separate claim. In either case, such sum must be paid to *Us* before *We* can act.
6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.
7. Fines or penalties or any damages which *You* are ordered to pay by a court, tribunal or other authority.
8. Any insured incident which *You* intentionally cause or create.
9. *Legal Costs* of or relating to claims regarding:

- 9.1 the alleged dishonesty or violent behaviour of any person;
- 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
- 9.3 wills, probate or inheritance;
- 9.4 patents, trademarks, copyrights, registered design or intellectual property;
- 9.5 secrecy or confidentiality agreements;
- 9.6 any business, trade or profession in which *You* are engaged, or any other venture undertaken by *You* for financial gain (other than *Your* contract as an employee);
- 9.7 clinical negligence;
- 9.8 any shareholding, directorship or partnership, or other commercial interest;
- 9.9 any remark or comment whether permanently recorded or not, which may damage *Your* reputation;
- 9.10 any computer, electric, electronic or mechanical error;
- 9.11 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
- 9.12 planning, building or structural alteration of any building or part of such;
- 9.13 subsidence, shrinkage, ground heave, landslip, mining or quarrying;
- 9.14 any building or land other than *Your* principal home;
- 9.15 any mortgage, loan agreement or any other consumer credit scheme;
- 9.16 any party legally acquiring *Your* principal home from *You* (whether or not *You* are paid), or restrictions or controls placed upon *Your* principal home by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.17 work done by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.18 a motor vehicle owned or used by, or hired or leased to *You*;
- 9.19 any road traffic accident;
- 9.20 the settlement payable pursuant to any insurance or other policy;
- 9.21 any enforcement proceedings or procedure;
- 9.22 proceedings before or reference to the European Court of Justice or the European Court of Human Rights;
- 9.23 a dispute with *Us* or with *Your* insurance broker or provider;
- 9.24 Judicial Review;
- 9.25 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
- 9.26 radiation or radioactive contamination;
- 9.27 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- 9.28 sonic pressure waves;
- 9.29 the defence of any claim brought by any other party .
- 9.30 Legal costs incurred during any legal action *You* take which *We* have not agreed to, or where *You* do anything that hinders *Us*, or the *Appointed Representative*.

General Conditions

This is a legally binding contract of insurance between *You* and *Us*. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. *We* may cancel or change any part of this contract without getting anyone else's permission.

1. *You* must:

- a) abide by the terms and conditions of this Policy;
- b) try to prevent or minimise *Legal Costs* wherever possible;
- c) send *Us* everything *We* ask for in writing.

2. *We* can:

- a) take over any claim or *Civil Proceedings* at any time and conduct them in *Your* name;
- b) negotiate or settle any claim or *Civil Proceedings* on *Your* behalf;
- c) refer any boundary or other property dispute to mediation;
- d) contact *You* direct at any point concerning *Your* claim.

3.

- a) An *Appointed Representative* will be appointed by *Us*, representing *You* pursuant to *Our* standard terms of appointment;
- b) The *Appointed Representative* will have direct contact with *Us* and must co-operate fully with *Us* at all times;
- c) *You* must co-operate fully with the *Appointed Representative* and with *Us*, keeping *Us* informed and attending such meetings or hearings as may be required at *Your* own expense;
- d) *You* must give the *Appointed Representative* any instructions that *We* request.

- e) If it becomes necessary to appoint a solicitor to assist *You* before the issue of *Civil Proceedings* *We* will choose the *Appointed Representative*. If by the date when it is necessary to issue *Civil Proceedings* *We* have not already chosen an *Appointed Representative*, *You* can nominate one by sending *Us* the name and business address of a suitably qualified person. *We* may choose not to accept *Your* nominee if they are unable to agree terms with *Us*. If there is a disagreement over the choice of *Appointed Representative* another suitably qualified person can be appointed to decide the issue (see 3k below). *You* must at *Our* request instruct the *Appointed Representative* to have any *Legal Costs* taxed, assessed or otherwise audited.
 - f) *You* must take all necessary steps to assist the recovery of *Legal Costs* from any other party, and pay *Us* any *Legal Costs* so recovered.
 - g) *We* will not be bound by any undertaking or other promise or assurance *You* may give to the *Appointed Representative*, or which *You* or the *Appointed Representative* give to any other person.
 - h) If *You* or the *Appointed Representative* terminate their retainer *We* will consider the reasons for this. *We* may then end the cover provided by this policy or *We* may agree to appoint another *Appointed Representative*.
 - i) If *You* settle, withdraw or abandon a claim without *Our* prior agreement, or fail to give suitable instructions to the *Appointed Representative*, the cover *We* provide will end immediately and *We* will be entitled to reclaim from *You* any *Legal Costs* paid by *Us*.
 - j) If *We* and *You* disagree about the choice of *Appointed Representative*, or about the handling of a claim, *We* and *You* can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible *We* will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
 - k) *You* must inform *Us* of any proposal to settle a claim including any Payment Into Court. If *You* reject an offer which *We* consider reasonable *We* may refuse to pay any further *Legal Costs*.
 - l) *You* must not negotiate or agree to settle a claim without *Our* prior approval.
4. *We* may elect to pay *You* the amount of damages *You* are claiming, instead of starting or continuing *Civil Proceedings*.
5. *We* may if *We* see fit require that *You* obtain Counsel's Opinion from a barrister agreed by *You* and *Us*, as to the merits of a proposed claim or *Civil Proceedings*. *You* will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or *Civil Proceedings*, *We* will refund Counsel's fees.
6. *We* can cancel this Policy at any time by giving *You* 14 days' notice in writing.
7. *We* will not pay any claim covered by any other policy of insurance or by trade union membership or any claim that would have been covered by any other policy of insurance or by trade union membership if this Familyplus legal expenses policy did not exist.
8. If *You* die, *We* will insure *Your* personal legal representatives to pursue disputes covered by this Policy arising from *Your* death, provided they keep to the terms of the Policy.
9. Apart from *Us*, only *You* may enforce all or any part of this Policy and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
10. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
11. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction.
12. This Policy is written in English and all communications about it will be in English.
13. If *We* choose to set aside a term or condition of this Policy, this will not prevent *Us* from relying on that term or condition or any other term or condition in the future.

Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. *We* take *Your* privacy very seriously. *We* will use *Your* personal information to provide *You* with the services, products or information, for administration purposes for any matters arising from this policy. *We* may need to share *Your* information with *Our* service providers, associated organisations and agents for these purposes. Despite any changes *We* make to this privacy statement *We* will always use *Your* personal data for the purposes *We* outline in this statement and in accordance with the Data Protection Act 1998 unless *We* are advised otherwise.

Motorplus Limited is authorised and regulated by the Financial Services Authority.
Regulated by the Ministry Of Justice in respect of regulated claims management activities.