

Now your home is insured with NatWest you can relax

Not only that, as an added bonus you're entitled to a 10% discount on NatWest Car Insurance

0800 051 0437

and a 10% discount on NatWest Annual Travel Insurance.

0800 096 5985

Don't forget to tell our Consultant that you're already a NatWest Home Insurance customer!

Lines are open Monday to Friday 8am to 6pm, Saturday 9am to 5pm, Bank Holidays 8am to 6pm (excluding Christmas and New Year). Text phone 0800 051 3030.

Call for a quote today

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Text phone 0800 051 3030.

NatWest home, car and travel insurance is underwritten by UK Insurance Limited.

UK Insurance Limited is authorised and regulated by the Financial Services Authority. Registered Office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No. 1179980. Calls may be recorded.

Website www.natwest.com

NatWest Home Insurance Policy

Your policy

Please keep
this document safe

Welcome to NatWest Home Insurance

Thank You for choosing NatWest Home Insurance. This Policy booklet gives full details of Your cover and should be read along with Your schedule and confirmation. Please keep all Your documents in a safe place. If You have any questions about Your Policy, please call Us on the number shown in the schedule.

To help You to understand Your Policy –

1) This policy will provide insurance for:

Your Home – You should refer to pages 1-9, 44-46 and Option 1 Home Insurance on pages 11-32.

OR

Your Let Property – You should refer to pages 1–11, 45–46 and Option 2 Landlord’s Insurance on pages 33–44. Endorsement 3274 or 2266 will appear on Your schedule stating clearly that You have selected Landlord’s Insurance.

2) Some words in Your Policy have been given a particular meaning. If You wish to know what these words are and their meaning please refer to the Meaning of Words on pages 7 to 9.

Head Office: UK Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ.

Important Information

1 Your Right to Cancel

If, after buying Your policy, You decide that the cover does not meet Your needs contact Us on 0845 246 0449 within 14 days of receiving Your documents or of the start date of the policy (whichever is later) and We will refund any premium You have paid, providing that You have not made any claim.

If You cancel Your policy after that time We will refund any premium paid for the remaining Period of Insurance less an administration fee, as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.

2 Policy renewal

If You decide not to renew Your policy contact us within 14 days of receiving Your renewal documents or of the start date of the new Period of Insurance (which ever is later) and We will refund any premium You have paid, providing that You have not made any claim during the current Period of Insurance.

If You cancel Your policy after that time We will refund any premium paid for the remaining Period of Insurance less an administration fee, as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.

3 How to Make a Claim

To make a claim, phone 0845 246 0431

4 How to Complain

If You need to complain, please call Us on Our Customer Helpline number 0845 246 0449. If Your complaint is about a claim, contact Your claims handler whose details will be shown in Your claims documents.

If You want to complain in writing, send Your letter to the following address:

Customer Relations Department, NatWest Home Insurance, PO Box 106, 37 Broad Street, Bristol, BS99 7NQ.

If we cannot resolve the differences between You and Us, You may refer Your complaint to the Financial Ombudsman Service (FOS). The address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800.

5 Details about Our Regulator

We are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority’s website, which includes a register of all regulated firms, at www.fsa.gov.uk. Or You can phone the Financial Services Authority on 0300 500 5000. The FSA registered number is 202810. Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. (90% of the whole claim with no upper limit after 31/12/09).

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme www.fscs.org.uk

5 Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether the policy is suitable for your specific needs. This product meets the demands and needs of those who wish to ensure that their home and buildings and/or contents are covered.

Your Information

Who We are

NatWest Home Insurance is arranged by The Royal Bank of Scotland plc and underwritten by UK Insurance Limited ("UKI").

You are giving Your information to The Royal Bank of Scotland plc and UKI. UKI is a member of the Royal Bank of Scotland Group (The Group). In this Information statement 'we', 'us' and 'our' refers to The Royal Bank of Scotland plc and UKI unless otherwise stated.

For information about Our Group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

Your electronic information

If You contact Us electronically, We may collect Your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by Your service provider.

How We use Your information and who We share it with

We will use Your information to manage Your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

We may use and share Your information with other members of the Group to help Us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand Our customers requirements;
- develop and test products and services.

We do not disclose Your information to anyone outside the Group except:

- where We have Your permission; or
- where We are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to Us or You; or
- where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone to whom We pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object to the change within 60 days, You consent to that change.

Sensitive Information

Some of the personal information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998, (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your policy documents.

You will have been asked to agree to this when You contacted us but please ensure that You only provide Us with sensitive information about other people with their agreement.

Dealing with other people

It is Our policy to deal with Your spouse or partner who calls Us on Your behalf, provided they are named on the policy. If You would like someone else to deal with Your policy on Your behalf on a regular basis please let Us know. In some exceptional cases We may also deal with other people who call on Your behalf, with Your consent. If at any time You would prefer Us to deal only with You, please let Us know.

Credit reference agencies

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies We use if You would like a copy of Your information held by them. Please contact Us at the address below. The agencies may charge a fee.

If You would like a copy of the information We hold about You, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting Your reference "NatWest Home Insurance". A fee may be payable.

This policy is evidence of the contract between Us, UK Insurance Limited and You, Our Policyholder

We will provide insurance for those Sections shown in the schedule during any Period of Insurance and under the conditions set out in this Policy.

Read the Policy, the schedule and any Endorsement as one document. Any word or expression, which has a particular meaning will have the same meaning wherever it may appear.

The contract is based on the information You have given Us and, included in the proposal confirmation and declaration forms. You must tell Us about any change in this information as soon as possible, otherwise You may not be covered.

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

UK Insurance Limited is authorised and regulated by the Financial Services Authority

If You have any queries about Your Policy please call Us on 0845 246 0449.

Calls may be recorded. Lines open Monday to Friday 8am–8pm and Saturday 9am–5pm

How to Make a Claim

Here are a few simple steps to follow if You need to make a claim:

Emergency repairs

Emergency repairs should be carried out immediately if they will prevent further loss or damage, e.g. replacing a damaged lock after a break in or repairing a burst pipe.

Please keep any receipts for these repairs as they will form part of Your claim. Don't forget that the 24 Hour Household Emergency Helpline on 0845 246 0434 is available to help You.

Non-urgent repairs

If the repairs are not urgent You should get at least two estimates and forward these to Us.

If any items are lost or damaged beyond repair then You should provide evidence of value for these, e.g. a valuation or purchase receipt – this will help Us to deal with Your claim more quickly.

If possible retain damaged property until We inspect it or settle Your claim.

To make a claim call 0845 246 0431

Lines open 8am–8pm Monday to Friday and 9am–2pm Saturday

We will register Your claim straight away and answer any queries You may have – any estimates, bills or evidence of value can be sent to Us afterwards. If the Customer Hotline is closed, don't worry Your claim won't be affected, just call Us when it's open.

Involving the Police

You should tell the police immediately of any loss involving deception, theft, malicious acts or riot or if any property has been lost outside the Home.

If a claim is being made against You

If a claim is being made against You for damage or injury please check Claims Condition 3 on page 40 of this policy book.

Helpful numbers

To make a claim call 0845 246 0431

Lines open 8am–8pm Monday to Friday and 9am–2pm Saturday.

24 Hour Emergency Helpline 0845 246 0434

Home Repair Network

NatWest Standard Home Insurance includes a Home Repair Network Service. The network includes a database of honest and reputable tradesmen. We'll try to deal with Your claim quickly, find the right people for the job and liaise with them directly.

We only use vetted builders and We sort all the costs out directly with them. Any work performed by Our builders on Your house is guaranteed for 12 months.

Meanings of Words

Certain words in the policy and schedule have particular meanings wherever they appear. These meanings apply to the whole policy unless We say otherwise. These words and their meanings are given below.

British Isles Great Britain, Isle of Man, Channel Islands, Northern Ireland and the Republic of Ireland.

Buildings Your Home or Let Property and its swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates, fences, landlord's fixtures and fittings, within the boundaries of Your Home or Let Property.

Business Equipment Computers, keyboards, visual display units and printers, word processing equipment, desk top publishing units, small business's computers, fax machines, photocopiers, typewriters, computer aided design equipment and telephone equipment used to conduct business at Your Home worth up to £5,000 in total.

Company/Us/We/Our UK Insurance Limited

Condition Precedent A condition which must be complied with before We shall be liable for a claim.

Contents – this definition only applies if You have purchased Option 1 – NatWest Home Insurance Household goods, Personal Possessions, satellite dishes, aerials and any other articles that belong to You, or are the responsibility of You, any member of Your Family who live with You, domestic staff who live in, or visitors

But not

- a) motor vehicles (other than motorised gardening equipment), caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) and their accessories (while attached);
- b) any living creature;
- c) landlord's fixtures and fittings;
- d) securities, (financial certificates such as shares and bonds), certificates and documents except those defined as Money;
- e) property more specifically insured by any other policy;
- f) property held or used for any profession, business or employment (other than Business Equipment); and
- g) bedded plants, trees, shrubs and grass.

Contents – This definition only applies if You have purchased Option 2 – NatWest Landlord's Insurance

Household goods, domestic furniture, carpets and furnishings belonging to You, or are the responsibility of You

But not

- a) motor vehicles (other than motorised gardening equipment), caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) and their accessories while attached;
- b) any living creature;
- c) securities, (financial certificates such as shares and bonds), certificates and documents;
- d) property more specifically insured by any other policy;
- e) property held or used for any profession, business or employment other than the Contents of the Let Property as specified in the Schedule of this Policy;
- f) Valuables;
- g) Money;
- h) Personal Possessions; and
- i) home entertainment equipment, television sets, video recorders, CD or DVD players or recorders, other recording or audio equipment, radios, computers, monitors, records, tapes, discs or disks, videos or other cassettes.

Credit Cards Credit cards, cheque cards, banker's cards and cash cards issued to You or any members of Your Family who live with You.

Endorsement An agreed change in the terms of the policy.

Excess The amount which You must pay towards any claim.

Family Your husband, wife, civil partner, children, parents and other relatives normally living with You.

Home The private home at the address shown in the schedule together with its garages and domestic outbuildings.

Let Property The residential property including its garages and outbuildings at the risk address shown in the schedule owned by You and available for occupation by a tenant.

Money Cash, bank notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, Premium Bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards and gift tokens belonging to You or any member of Your Family and used or held for private purposes.

Period of Insurance The period shown in the schedule which the policy covers You for (as long as You pay the premium on time).

Personal Belongings Clothing and other items designed to be either worn or normally carried and belonging to You or Your Family.

But not

- a) Sports Equipment or camping equipment;
- b) Valuables or Money;
- c) contact or corneal lenses;
- d) household goods or domestic appliances; or
- e) items held or used for any profession, business or employment.

Personal Possessions Valuables, Personal Belongings and Sports Equipment.

You/Your The person or people named as the policyholder in the schedule.

Resident The tenant or lessee of Your Let Property and any member of his/her family.

Sports Equipment Articles used for sports activities including sports clothing specifically designed to be used for any sporting activity and belonging to You or any member of Your Family.

But not

- a) Camping equipment
- b) any vehicle, watercraft (including windsurfers and surfboards), aircraft (including hang-giders, powered or otherwise), or their accessories; or
- c) items held or used for any profession, business or employment.

Student Accommodation Property rented to individual(s) in full time education.

Uninsurable Risks (risks We do not insure)

- a) wear and tear and reduction in value;
- b) damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin;
- c) mechanical or electrical faults or breakdowns;
- d) damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item or items; or
- e) any other damage caused gradually.

Underwriter, underwritten the company providing the insurance cover under this policy.

Untenanted not lived in by a resident.

Unoccupied Not lived in by You or any member of Your Family or by any other person with Your permission.

Valuables Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps or coins or medals all belonging to You or any member of Your Family.

But not

- a) property more specifically insured by any other policy; or
- b) property held or used for any profession, business or employment.

Conditions precedent to liability which apply to all sections of Option 2 Landlord's Insurance only

a) Inventory

It is a Condition Precedent to Our liability that:

- 1) You must prepare a detailed inventory of the Contents of Your Let Property prior to granting a tenancy. The inventory must contain a description and value for each item and space for comments as to its condition. The inventory must be countersigned by Your Resident at the time that they take possession of the Let Property.
- 2) You must conduct an inspection of the Contents with reference to the inventory at regular intervals of not less than 6 months and update the inventory.
- 3) You must conduct an inspection of the Contents with reference to the inventory on the day of the Residents departure and before they vacate the Let Property. The inventory must then be countersigned by the Resident, prior to their departure.

The up to date inventory must be made available to Us in the event of a claim arising under Option 2 Landlord's Insurance, Section 2 – Contents, of the policy, including the Landlord's Legal Protection Cover.

b) Reference Checks

It is a Condition Precedent to Our liability that:

- 1) Prior to the grant of the tenancy:
 - i) A written tenancy agreement concerning the Let Property duly signed by all parties is in force;
 - ii) All relevant and necessary statutory pre-grant notices are served in the correct form on the tenants; and
 - iii) You make all relevant and necessary searches to ensure that within the last five years the tenant has had no county court judgments or sheriff court decrees lodged against their name and has not been declared bankrupt. You will provide Us with all relevant and necessary searches upon request.
- 2) The Let Property is not let as Student Accommodation.
- 3) You obtain three satisfactory references including an employer referee (unless retired), a financial referee e.g. a bank employee, and one other referee, all of whom have known the Resident for at least 2 years.

- 4) You ensure that all statutory requirements are complied with regarding the issue and service of notice of intention to take proceedings against a Resident.
- 5) You ensure that all statutory and/or pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice.
- 6) You keep clear, up to date rental records for all periods of cover noted in the schedule.

The Reference Checks must be made available to Us in the event of a claim arising under the – Landlord’s Legal Protection cover.

Conditions Which Apply to the Whole Policy

1 Policy terms and conditions

You and any other person entitled to benefit under this policy must keep to its terms, conditions and Endorsements.

2 Preventing loss

You must take all reasonable steps to:

- a) prevent any loss, damage or accident; and
- b) maintain the insured property in good condition and repair.

3 Administration Fees

- a) We may cancel the policy by sending You seven days notice in writing to Your last known address. We will refund any premium paid for the remainder of the Period of Insurance, providing that You have not made any claim during the current Period of Insurance.
- b) You may cancel the policy by contacting Us on 0845 246 0449 or sending Us notice in writing. We will refund any premium paid for the remaining Period of Insurance less an administration fee as shown in Your schedule, providing that You have not made any claim during the current Period of Insurance.
- c) If You make any change to the policy during the Period of Insurance You may have to pay an administration fee as shown in Your schedule.

4 Payment of Premium

- a) If You do not pay a premium on time, We will assume that You intend to cancel the policy and cover under this policy will end from the date the payment was due.
- b) If You are paying Your premium by instalments, and We pay a claim under Your policy, You must pay the premium outstanding up to the end of Your policy period. If You don’t, We can take the amount You owe Us from any claim We pay.

5 Changes that may affect Your cover

You must tell Us as soon as possible if there are any changes that may affect Your insurance such as the following:

- a) If You change the address where You normally live
- b) If any work is being done to Your Home or Let Property other than routine maintenance or decoration
- c) If You or any member of Your Family is prosecuted for or convicted of any offence (excluding motoring offences)
- d) If You let Your Home out to tenants or a lodger moves in.
- e) If Your Home or Let Property is used for business purposes or as a holiday home.

We may then reassess Your cover and premium either immediately or at Your next renewal date depending on the information You have provided.

Note: The list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect Your cover, contact Us anyway.

6 Number of bedrooms

You must tell Us if the number of bedrooms in Your Home or Let Property changes from what is shown in the proposal confirmation.

7 Auto Renewal

When Your policy is due for renewal, We may offer to renew it for You automatically. This saves You the worry of remembering to call Us before the policy ends. If We offer to do this for You, We will write to You before Your policy ends with full details of Your next year’s premium and policy conditions. If You do not want to renew this policy all You need to do is call Our customer priority line on **0845 246 0469** to let Us know.

8 Fraud

If any claim or part of a claim is fraudulent or false, the Policy will be cancelled and all cover under it will end.

9 People involved in this contract

This contract is between You and Us. No one else has any rights they can enforce under this contract, except those they have by law under The Contract (Rights of Third Parties) Act 1999.

Option 1 Home Insurance Section 1 – Buildings Standard Cover

A – Loss or Damage

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

1 Fire, Lightning, Explosion or Earthquake

2 Smoke

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually

3 Riot, Civil Commotion, Labour Disputes or Political Disturbance

4 Collision with the Buildings by any moving object from outside Your Home.

But not loss of or damage to hedges, gates or fences by falling trees or branches.

5 Storm or Flood

But not

- a) loss of or damage to hedges, gates or fences; or
- b) loss or damage caused by frost.

6 Theft or Attempted Theft

But not

- a) loss or damage caused by any paying guest or tenant; or

b) after Your Home has been Unoccupied for more than 60 days in a row.

7 Vandalism or Malicious Acts

But not

- a) loss or damage caused by any paying guest or tenant; or
- b) after Your Home has been Unoccupied for more than 60 days in a row.

8 Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance

But not

- a) after Your Home has been Unoccupied for more than 60 days in a row;
- b) loss or damage caused by subsidence, heave or landslide that results from the escaping water.

9 Subsidence or heave of the site on which the Building of Your Home stands or landslide

But not

- a) loss or damage caused by:
 - i) the sea or river wearing away the land;
 - ii) the Buildings being demolished, altered or having structural repairs carried out; or
 - iii) faulty design of, faulty workmanship on or faulty materials used in the Buildings.
- b) loss of or damage to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of Your Home are damaged at the same time and by the same cause.
- c) loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless Your Home, an outbuilding or garage is damaged at the same time by the same cause.
- d) the amount of the 'Subsidence' Excess shown in the schedule which applies to any claim for subsidence or heave or landslide.

B – Extra Cover

1 Plumbing Installation

We will pay for damage to any part of the plumbing installation in Your Home caused by freezing or bursting.

But not

- a) plumbing that is outside or in an outbuilding;
- b) loss or damage due to rust, corrosion or wear and tear; or
- c) loss or damage after Your Home has been Unoccupied for more than 60 days in a row.

2 Service Pipes and Cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which You are legally responsible for and which provide services to or from Your Home.

3 Glass and Sanitary Ware

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary fittings in Your Home.

But not

- a) breakages caused by any paying guest or tenant; or
- b) after Your Home has been Unoccupied for more than 60 days in a row.

4 Fees and Clearance Cost

We will pay for

- a) Chartered architects', surveyors', consultants' and legal fees, which We consider are necessary to rebuild Your Home after damage covered under this Section 1, but not fees for preparing any claim under the policy; and
- b) the costs of clearing the site and making it and the Buildings safe if We agree that the fees and costs are necessary to repair or rebuild the Buildings after damage covered under this Section 1.

5 Local Authority Requirements

We will pay for the extra cost of rebuilding or repairing the damaged part of the Buildings only if this is necessary to keep to any government or local authority requirement after damage covered under this Section 1.

But not if You had been told of the requirement before the damage happened.

6 Alternative Accommodation and Rent

If Your Home is not fit to be lived in after damage covered under this Section 1, on top of any other amount We pay under Section 1, We will pay the following:

- a) if You live in Your Home, the extra cost of reasonable alternative accommodation for You, Your Family and Your domestic pets.
- b) if You rent out Your Home, the rent You would have received but have lost. We will not pay more than £25,000 in total.

7 Cover when buying or selling Your Home

- a) If You are selling Your Home the buyer will be covered under this Section 1 up to the date the sale completes unless the Buildings are insured by another policy.
- b) If You are buying another property to live in Your new property will be covered under this Section 1 for up to three months from the date contracts are exchanged or, in Scotland, the date Your offer is accepted.

But not

- i) if the property is insured under another policy;
- ii) after the sale or purchase has completed; or
- iii) for more than the amount insured for Section 1.

8 Emergency Entries

We will pay for damage to the Building caused when the fire brigade, the police or the ambulance service have to make a forced entry because of an emergency to You or any member of Your Family. The most We will pay for a claim will be £1,000.

9 Trace and Access

We will pay for the cost of removing and replacing any part of the Buildings to find and repair the source of any water escaping, pipes, equipment or fixed heating system in the Buildings. We will not pay the cost of any loss or damage to Your household heating or water system itself.

We will not pay more than £5,000 for any one incident.

10 Locks on Outside Doors

We will pay for the cost of replacing and fitting locks to the outside doors of Your Home if the keys to Your Home have been lost or stolen.

Any claim payment will not be more than £1,000.

If You claim for this under Section 1 – Buildings You cannot also claim under Section 2 – Contents of this policy.

C – Accidental Damage – Optional Extra

This cover only applies if the schedule shows that 'Accidental damage' is included in Section 1 – Buildings.

1 Accidental Damage

We will pay for accidental damage to the Buildings

But not the following:

- a) damage caused by:
 - i) any paying guest or tenant;
 - ii) domestic pets;
 - iii) Uninsurable Risks; or
 - iv) faulty design, faulty workmanship or faulty materials
- b) damage by a cause listed in or specifically excluded in paragraph A of this Section 1.
- c) the cost of maintenance and routine redecorating.
- d) the first £25 of any claim settlement in addition to the amount of any Excess shown in the schedule.

2 Repair of Sewer

We will pay for the cost of getting into and repairing the pipe between the main sewer and Your Home if it is blocked.

We will not pay more than £1,000.

3 Squatters

We will pay for

- a) legal fees We agree to in writing for evicting squatters from Your Home; and
- b) the cost of reasonable alternative accommodation for You, Your Family and Your domestic pets while Your Home is occupied by squatters.

We will not pay more than £10,000.

D – Inflation Protection

The sum insured shown in the schedule for Buildings cover may be adjusted in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another suitable index.

If the sum involved changes, the premium at renewal will be based on the new sum insured shown in Your renewal schedule.

E – Basis of Settling Claims

- 1 **We will pay for** the cost of rebuilding or repairing the part of the Buildings which is damaged by any cause insured under this Section 1. We will not take off any amount for wear and tear as long as, at the time of the damage the Buildings were in a good state of repair.
- 2 **We will not pay for** the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.

3 **We will not pay** for any drop in the market value of Your Home resulting from rebuilding or repairing damage to the Buildings.

4 If the damage to the Buildings is not rebuilt or repaired or the Buildings were not in a good state of repair when damaged We will decide to either:

- a) pay the cost of rebuilding or repairing the damage less an amount taken off for any wear and tear or improvement to the condition of the property; or
- b) pay the difference between the value of selling Your Home on the open market immediately before the damage and its value after the damage.

5 The most **We will pay for** any one claim will be the total sum insured shown in the schedule or the full rebuilding cost, whichever is less. **We will not pay** more than the amount shown in paragraphs B8 and B10. On top of any other amount **We will pay** the amount shown in paragraphs B4, B5, B6, B7 and B9 of this Section 1.

6 The sum insured will not be reduced as a result of Us paying a claim.

7 Any amount We pay to settle a claim for loss or damage will be reduced by the amount of any Excess shown in the schedule.

8 The premium You pay is based on the estimated cost of rebuilding Your Home using information provided by You, or the actual cost of rebuilding Your Home provided by You. If We decide that the sum insured shown in Your policy schedule is not enough to rebuild Your Home, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

F – Your Liability as the Owner of the Property

We will pay for all amounts You become legally liable for as a result of You owning Your Home and its land or owning or occupying any previous property if a claim is made against You for:

- a) accidental death of or bodily injury to any person; or
- b) accidental loss of or damage to property
which happened during the Period of Insurance shown in the schedule.

But not the following:

- i) death of or bodily injury to any member of Your Family or domestic staff;
- ii) damage to property belonging to or in the custody or control of You, Your Family or domestic staff; arising from:
 - 1) any profession, business or employment; or
 - 2) an agreement unless You would have had that liability anyway.

For any claim resulting from one incident We will not pay more than £2,000,000.

We will also pay all costs, and legal fees for defending You, as long as We have agreed to do this in writing beforehand.

G – Premium Adjustment

The premium You pay is based on the estimated cost of rebuilding Your Home using information provided by You, or the actual cost of rebuilding Your Home provided by You. If it is established that the cost of completely rebuilding the Buildings as new, including fees and clearance costs, is greater than the sum insured shown on the schedule adjusted for index linking then the sum insured will be increased to such rebuilding cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable.

Option 1 Home Insurance

Section 2 – Contents Standard Cover

A – Loss or Damage

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

1 Fire, Lightning, Explosion or Earthquake

2 Smoke

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually

3 Riot, Civil Commotion, or Labour Disputes or Political Disturbance

4 Collision with the Buildings directly caused by any moving object coming from outside Your Home

5 Storm or Flood

6 Theft or Attempted Theft

But not

- a) loss or damage by any paying guest or tenant;
- b) loss by deception other than deception used solely to enter Your Home;
- c) loss of Money unless force and violence is used to get into Your Home; or
- d) after Your Home has been Unoccupied for more than 60 days in a row.

7 Vandalism or Malicious Acts

But not

- a) loss or damage caused by any paying guest or tenant; or
- b) after Your Home has been Unoccupied for more than 60 days in a row.

8 Water or Oil escaping from any fixed water or heating installation or from any domestic appliance.

But not after Your Home has been Unoccupied for more than 60 days in a row.

9 Subsidence or Heave of the site on which the Building of Your Home stands, or Landslip

B – Extra Cover

1 Contents in the Garden

We will pay for loss of or damage to Contents from any cause insured by paragraph A of this Section 2 while in the open and within the boundaries of Your Home and its land.

But not

- i) after Your Home has been Unoccupied for more than 60 days in a row;
- ii) loss of Money; or
- iii) more than £500 in respect of any one claim.

2 Contents Away from Your Home

We will pay for loss of or damage to Contents from any cause insured by Paragraph A of this Section 2 while they are as follows:

- a) within the British Isles and temporarily in:
 - i) a bank safe deposit;
 - ii) a private home or caravan that is lived in; or
 - iii) any building where You or any member of Your Family work or live in.

But not

- i) loss by deception; or
- ii) loss of Money.

- b) elsewhere in the British Isles.

And not the following

- i) loss of or damage to property in a purpose built furniture storage area other than the cover explained in paragraph B11 of this Section 2.
- ii) loss of Money.
- iii) loss or damage caused by:
 - 1) vandalism or malicious acts;
 - 2) storm or flood to property not in a building or caravan; or
 - 3) theft unless:
 - a) force and violence is used to enter a building or caravan.
 - b) by robbery while property is being worn or carried.

We will not pay any more than £5,000 of the Contents sum insured for any one claim.

3 Glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, pictures, or ornaments, plate glass tops to furniture and ceramic hobs while in Your Home.

But not

- a) breakages caused by any paying guest or tenant; or
- b) after Your Home has been Unoccupied for more than 60 days in a row.

4 Home Entertainment Equipment

We will pay for accidental damage to television sets, video cassette recorders, recording and audio equipment, radios, home computers, monitors, laptops and television games consoles while in Your Home.

But not

- a) damage to records, any kind of disc or disks, tapes or cassettes;
- b) damage caused by any paying guest or tenant;
- c) Uninsurable Risks; or
- d) after Your Home has been Unoccupied for more than 60 days in a row.

5 Alternative Accommodation and Storage

If You live in Your Home, **We will pay** on top of any other amount We pay under this Section 2:

- a) the cost of reasonable alternative accommodation for You, Your Family and domestic pets; and
- b) the cost of temporarily storing the Contents of Your Home

while Your Home is unfit to live in after loss or damage caused by anything insured under Paragraph A of this Section 2.

We will not pay more than 20% of the sum insured by this Section 2.

6 Oil and Metered Water

We will pay for the loss of oil from the domestic heating installation and loss of metered water after accidental damage to the Buildings.

7 Locks on Outside Doors

We will pay for the cost of replacing and fitting locks to the outside doors of Your Home or to any safe or alarm system in Your Home if the keys to the locks have been lost or stolen.

We will not pay more than £1,000 for any one claim.

If You claim for this under Section 2 – Contents You cannot also claim under Section 1 – Buildings of this policy.

8 Title Deeds

We will pay for the cost of preparing new title deeds to Your Home after loss or damage caused by anything insured by Paragraph A of this Section 2 while the deeds are in Your Home or in Your bank for safe keeping.

We will not pay more than £2,500 for any one claim.

9 Seasonal Increase

From 1 December to 15 January (if this is within the Period of Insurance shown in the schedule) We will increase the sum insured shown in the schedule under this Section 2 by 10% of the sum insured for Contents.

10 Wedding Gifts

During the four weeks before and the four weeks after the wedding day of You or any member of Your Family (if this is within the Period of Insurance shown in the schedule) We will increase the sum insured shown in the schedule under this Section 2 by 10% of the sum insured for Contents.

11 Household Removal

We will pay for accidental loss of or damage to the Contents while they are being permanently removed by a professional removal firm from Your Home to any other private property You are going to live in within the British Isles, including while they are temporarily stored for up to 72 hours.

But not

- a) loss of or damage to Money or Valuables;
- b) loss or damage to china, glass, earthenware or other fragile items unless they were packed by professional packers;
- c) loss of or damage caused by Uninsurable Risks; or
- d) the first £25 of any claim plus the amount of any Excess shown in the schedule.

12 Downloaded Information

We will pay the cost of replacing information that You have bought and stored on Your home entertainment equipment or mobile phone and that is lost or damaged as a result of any cause listed in paragraph A of this section 2

But not the cost of:

- a) remaking a film, tape, disk or disc; or
- b) rewriting the information contained on Your home entertainment equipment.

The most **We will pay** for any one claim will be £1,500.

C – Accidental Damage – Optional Extra

This cover only applies if the schedule shows that ‘Accidental Damage’ is included in Section 2 – Contents.

We will pay for accidental damage to the Contents while in Your Home.

But not

- a) damage to contact or corneal lenses;
- b) damage to pedal cycles or Money;
- c) damage caused by any paying guest or tenant or domestic pets;
- d) Uninsurable Risks;
- e) damage by a cause listed in or specifically excluded by Paragraph A of this Section 2;
- f) damage caused during any household removal;
- g) damage to Sports Equipment whilst in use; or
- h) the first £25 of any claim plus the amount of any Excess shown in the schedule.

D – Frozen Foods

We will pay the cost of replacing food spoilt in any freezer or fridge in Your Home because of a rise or fall in temperature or the refrigerant or refrigerant fumes escaping.

But not

- a) any deliberate act of the electricity provider or its employees.
 - b) any claim where the refrigeration unit of the appliance is over 10 years old unless it is regularly serviced under a maintenance contract; or
 - c) after Your Home has been Unoccupied for more than 60 days in a row.
- For any claim We will not pay more than the limit shown in the schedule.

E – Inflation Protection

The sum insured shown in the schedule for Contents cover may be adjusted monthly in line with the Consumer Durables Index of the Retail Price Index or another suitable alternative index.

If the sum involved changes, the premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

F – Basis of Settling Claims

1 For any one item of Contents or part of a set or suite that is lost or damaged We will decide to either:

- a) pay the cost of replacing the item or part as new; or
- b) replace the item or part as new; or
- c) pay the cost of repairing the item or part; or
- d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection or items of a uniform design, nature or colour.

2 We will reduce any claim payment for:

- a) clothing; or
- b) any item or part which is not replaced or repaired

to take account of wear and tear or improvement in their condition.

3 The most **We will pay** for any one claim will be the total sum insured on Contents shown in the schedule up to the following limits:

- a) We will not pay more than the individual sum insured for any item.
- b) We will not pay more than £300 for Money.
- c) We will not pay more than £500 for Credit Cards.
- d) We will not pay more than £2,000 for any one Valuable unless the schedule shows otherwise.
- e) We will not pay more than the amount shown in the schedule for any loss of or damage to Valuables.
- f) We will not pay more than the amount shown in paragraphs B1, B2, B7, B8 and B12 of this Section 2.

On top of any other amount, **We will pay** the amount shown in paragraphs B5, B9 and B10 of this Section 2.

4 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. To help You do this We recommend that You keep photos, instruction booklets and copies of valuations and receipts.

5 The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your schedule.

6 Any claim payment for loss or damage will be reduced by the amount of any Excess shown in the schedule.

7 The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. If We decide that the sum insured shown in Your policy schedule is not enough to replace Your Contents, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

Premium Adjustment

The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. This is shown on Your policy schedule as the sum insured for this Section.

If it is established that the cost of completely replacing the Contents as new is greater than the sum insured adjusted where necessary for index linking, then the sum insured will be increased to such replacement cost with effect from the date under-insurance was ascertained. An appropriate additional premium may be payable. Any increase in the sum insured will not apply retrospectively to any claim.

G – Liabilities

1 Occupiers and Personal Liabilities

We will pay all amounts You or any member of Your Family become legally liable for as a result of living in Your Home, or for any other reason, as a result of:

- a) accidental death of or bodily injury to any person; or
- b) accidental loss of or damage to property caused during the Period of Insurance shown in the schedule.

But not liability for:

- i) death of or bodily injury to any member of Your Family or Your domestic staff;
- ii) damage to property belonging to or in the custody or control of You, Your Family or Your domestic staff; or
- iii) claims arising from the following:

- 1) You or any member of Your Family owning any land, building or You or any member of Your Family occupying any land or building other than Your Home.
- 2) any profession, business or employment.
- 3) an agreement unless that liability would have existed anyway.
- 4) You or any member of Your Family owning, keeping or using any:
 - a) motor vehicle (other than motorised gardening equipment);
 - b) caravan while being towed;
 - c) watercraft, hovercraft or aircraft other than hand-propelled craft or models; or
 - d) any living creature other than domestic animals
- 5) Any communicable disease (one able to be passed from one person to another).
- 6) You or any member of Your Family owning or having a dangerous dog as defined under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

For any claim payment resulting from one incident We will not pay more than £2,000,000.

We will also pay costs, expenses and legal fees We have agreed to in writing.

2 Employers Liability

We will pay all amounts which You become legally liable to pay for accidental death of or bodily injury to Your domestic staff during the Period of Insurance shown in the schedule.

For any claim arising from one incident We will not pay more than £10,000,000.

We will also pay costs, expenses and legal fees We have agreed to in writing.

3 Tenants Liability

We will pay for all amounts You become legally liable to pay, as a tenant of Your Home, for damage caused to the Buildings during the Period of Insurance shown in the schedule by any cause covered by Paragraphs A and B1, B2 and B3 of Section 1 of this policy.

For any claim resulting from one incident, We will not pay more than 20% of the total sum insured by the Contents section of this policy.

4 Liability of Others

We will pay the amount of any damages and costs awarded to You by a court in the United Kingdom if that award amount has not been paid to You within three months of the date of the award.

We will only make a payment if paragraph G1 of this Section 2 would have insured You if the award had been made against You or any member of Your Family

But not if:

- a) the decision is going to appeal; or
- b) the incident giving rise to the claim happened outside any Period of Insurance.

For any claim resulting from one incident We will not pay more than £2,000,000.

Section 3 – Personal Possessions

– Optional Extra

A – Loss or Damage

We will pay for accidental loss of or damage to Personal Possessions and any other item specified in the Personal Possessions Section of the schedule while that property is within the British Isles.

But not the following:

- a) loss of or damage to:
 - i) pedal cycles or their accessories.
 - ii) skis or sub-aqua equipment whilst in use.
 - iii) Sports Equipment or clothing whilst in use.
 - iv) property more specifically insured by any other policy; or
 - v) property held or used for any profession, business or employment.
- b) loss or damage caused by:
 - i) theft by deception;
 - ii) theft from an unattended motor vehicle unless the item is hidden from view within the vehicle and violence and force is used to get into the vehicle.
 - iii) Customs or other officials confiscating or keeping hold of the items; or
 - iv) Uninsurable Risks.
- c) loss or damage by any cause mentioned in Paragraph A of Section 2 – Contents.

B – Extra Cover

1 Money

We will pay for accidental loss of Money anywhere in the world in the custody or control of You or any member of Your Family.

But not

- a) shortages caused by mistake;
- b) any loss in value;
- c) losses not reported to the police within 24 hours of being discovered; or
- d) loss or damage by items being confiscated or held by customs or other officials.

For any claim We will not pay more than the limit shown in the schedule.

2 Credit Cards

We will pay for financial loss after unauthorised use of Credit Cards.

But not the following:

- a) unauthorised use by any member of Your Family;
- b) loss where You have not kept to the conditions the credit card was issued under; or
- c) losses not reported to the police and the credit card provider within 24 hours of being discovered.

We will not pay any more than the limit shown in the schedule.

3 Overseas Travel

The insurance provided under Paragraph A of this Section 3 will apply to the property insured while temporarily outside the British Isles for up to 60 days in any one Period of Insurance and while in the custody or control of You or any member of Your Family.

4 Items in a Bank

We will pay for accidental loss of or damage to items described in the schedule as being held in a bank or safe deposit.

But not while such items are removed from the bank or safe deposit.

C – Inflation Protection

The sums insured shown in the schedule for Personal Possessions will be adjusted each month in line with the Consumer Durables Index of the Retail Price Index or another suitable index.

The premium at renewal will be based on the revised sums insured shown in Your renewal schedule.

D – Basis of Settling Claims

1 For any one item of Personal Possessions or part of a set that is lost or damaged We will decide to either:

- a) pay the cost of replacing the item or part as new; or
- b) replace the item or part as new; or
- c) pay the cost of repairing the item or part; or
- d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

2 We will reduce any claim payment for any item or part which is not replaced or repaired to take account of wear and tear or an improvement in their condition.

3 The most **We will pay for** any one claim will be the total sum insured on Personal Possessions shown in the schedule up to the following limits:

- a) We will not pay more than the individual sum insured for any item.
- b) We will not pay more than £2,000 for any one item, set or collection unless the schedule states otherwise.

We will also pay any amount due under paragraphs B1 and B2 of this Section 3.

4 If You claim for an item specified in Your schedule, You will need to provide proof of the item 's value. To help You do this, We recommend that You keep, photos, instruction booklets, copies of valuations and receipts.

5 The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your schedule.

6 Any claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.

7 The premium You pay is based on the cost of replacing Your Personal Possessions as provided by You. If We decide that the sums insured shown in Your policy schedule are not enough to replace Your Personal Possessions, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

Section 4 – Pedal Cycles – Optional Extra

A – Loss or Damage

We will pay for accidental loss of or damage to pedal cycles and their accessories within the British Isles and belonging to You or any member of Your Family.

But not:

- a) loss of or damage to:
 - i) tyres or accessories unless the cycle is lost or damaged at the same time.
 - ii) the cycle while being used for racing, pacemaking or trials; or to
 - iii) cycles more specifically insured by any other policy.
- b) loss or damage caused by:
 - i) theft or deception or when the cycle is unattended and is not in a locked building or immobilised by a security device;
 - ii) Customs or other officials confiscating or keeping hold of the cycle; or
 - iii) Uninsurable Risks.
- c) loss or damage by any cause mentioned in Paragraph A of Section 2 – Contents.

B – Overseas Travel

The insurance under Paragraph A of this Section 4 will apply to the insured cycle while temporarily outside the British Isles for up to 60 days in any one Period of Insurance and while in the custody or control of You or any member of Your Family.

C – Basis of Settling Claims

- 1 For any one cycle that is lost or damaged We will decide to either:
 - a) pay the cost of replacing the cycle; or
 - b) replace the cycle; or
 - c) pay the cost of repairing the cycle; or
 - d) make a cash payment which will not be more than the amount it would have cost Us to replace the cycle using Our own supplier.
- 2 The most We will pay for any one cycle will be the limit shown in the schedule.
- 3 Any claim settlement will:
 - a) not be more than the sum insured shown in the schedule; and
 - b) be reduced by the amount of any Excess shown in the schedule.

Section 5 – Family Legal Protection – Optional Extra

This section only applies if it is shown in Your schedule. This section covers legal expenses.

How to Make a Claim for Legal Expenses

1 Phone Our legal advice helpline on **0845 246 0433**

Please have Your Home Insurance policy number available when You call.

2 You must tell the Legal advice line of any incident which may lead to a claim under the policy. You must do this as soon as possible, and always within 180 days of the date that you knew about or should have known about the incident.

3 We will send you a claim form to fill in and return to Us.

Legal Helpline – 0845 246 0433

You can ring the helpline to discuss any private legal problem.

This service is here to help, so please feel free to use it.

While You have a current policy with Us, the helpline is available 24 hours a day, seven days a week. In particular, if something You are proposing to do may result in a legal claim, You must talk to Us first.

For extra security, We may record all phone calls and keep the recording secure.

Section 5 – The following definitions are in addition to or may replace those shown on pages 7 – 9 of the policy.

In this Section 5 only, the words below will have the following meanings:

Costs

The professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is. We will also pay costs which You are ordered to pay by a court or other organisation and any other costs We agree to in writing. The most We will pay for all costs will be £100,000 for any claim or claims arising from any one incident.

Date of Incident

Either:

- a) the date of the incident that has led to this claim; or
- b) the date of the first incident, if there are a number of incidents;

whichever is earlier.

Full Enquiry

A full examination of all aspects of Your personal tax affairs by HM Revenue & Customs.

Solicitor

Any suitably qualified person appointed to represent You under this Section 5.

Territorial Limits

The United Kingdom. For claims relating to 'personal injury' and 'contract dispute', the territorial limits also include the European Union, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

United Kingdom

Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

You, Your

The person named as the Policyholder in the schedule, their partner and members of their Family (including foster children) who normally live with them.

Cover Provided

We will pay the following.

1 Legal Costs

We will cover Your Costs in the event of the following

- a) **Personal injury** – death or bodily injury to You.
- b) **Contract dispute** – a dispute arising out of an agreement which You have for:
 - i) buying or hiring goods or services;
 - ii) selling goods; or
 - iii) buying or selling Your Home.
- c) **Property protection** – a dispute arising out of You owning or living in Your Home.
- d) **Employment** – a dispute arising out of Your employment.
- e) **Tax protection** – a Full Enquiry by HM Revenue & Customs, if the enquiry resulted from Your work as an employee.
- f) **Inheritance dispute** – a dispute over something left to You in a will.
- g) **Legal defence** – Your work as an employee which leads to:
 - i) You being prosecuted in a magistrates' or crown court;
 - ii) civil action being taken against You for unlawful discrimination because of someone's sex, race, disability, religious belief or political opinion; or
 - iii) civil action being taken against You under section 13 of the Data Protection Act 1998.
- h) **Motoring prosecution** – You being prosecuted for an offence connected with using or driving a motor vehicle.

2 Salary while You attend jury service

We will pay Your salary or wages for each half or whole day You attend jury service if You cannot claim them back from the court or from Your employer.

The cover provided by this section 5 only applies if:

- a) the Date of Incident is within the Period of Insurance and the incident happens within the Territorial Limits;
- b) any legal proceedings are carried out within the Territorial Limits by a court or other organisation which We agree to; and
- c) it is always more likely than not that You will be successful with Your claim.

General Exclusions Which Apply to Family Legal Protection

You are not covered for any of the following.

(See also Exclusions on page 45)

- a) Any claim You report to Us more than 180 days after the date You knew about, or should have known about, the incident leading to the claim.
- b) Costs You have paid or will have to pay before We have agreed to them.
- c) Your Costs in any action against another person who is insured by this policy.
- d) Any claim between You and someone You live with or have lived with.
- e) Any application for a judicial review.
- f) Any dispute between You, Us and NatWest about this section of the policy, other than as shown in General Condition 5 on page 28.
- g) Any incident which begins before cover starts.
- h) Any Costs if You stop or settle a claim, or withdraw instructions from the Solicitor, without good reason. If this applies, You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.
- i) Any fines, penalties, compensation or damages which You are ordered to pay by a court or other organisation.

Specific Exceptions

You are not covered for any of the following.

1 Personal Injury

- a) Any illness or injury which develops gradually or is not caused by a specific or sudden accident.
- b) Defending your legal rights in claims against You.

2 Contract Dispute

- a) Any claim arising out of advice, specification, design, construction, conversion or extension on any land or relating to any buildings.
- b) Any claim relating to leases, tenancies or a licence to occupy.
- c) Any claim arising out of a contract You have entered into in connection with a profession, business or trade, other than as provided for under 'Employment' (see page 26).

3 Property Protection

- a) Any claim if the Date of Incident is less than 90 days after cover started.
- b) Defending Your legal rights in claims against You.
- c) Any building or land other than Your Home.

4 Employment

- a) Any costs if the Date of Incident is less than 90 days after cover started.
- b) Any costs relating to internal grievance procedures or disciplinary hearings.
- c) Any claim started in the county court or the high court or the equivalent courts in Scotland.
- d) Defending Your legal rights in claims against You.

5 Motoring Prosecution

- a) Any claim involving You driving a motor vehicle for which You do not have valid motor insurance.
- b) Parking offences.

General Conditions Which Apply to Family Legal Protection

If You do not keep to the following conditions, We may cancel this cover, refuse any claim and withdraw from any current claim.

(See also Conditions on page 10)

1 You must do the following

- a) Let Us have full details of Your claim and any other information that We or the Solicitor ask for. (You must pay any costs involved in providing this information).
- b) Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.
- c) Tell Us about any developments affecting Your claim.
- d) Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
- e) Tell Us if anyone makes a payment into court or offers to settle Your claim.
- f) Try to get back any Costs that We have to make, and pay any recovered Costs to Us.
- g) Get Our agreement before You negotiate or settle a claim.

2 Appointing a Solicitor

- a) We have chosen a panel of legal firms to provide legal services.
These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your policy will cover them as long as You keep to the policy conditions.
- b) If We accept Your claim, We or a Solicitor appointed by Us will try to settle the matter without having to go to court.
- c) If it is necessary to take Your claim to court, or if there is a conflict of interests, You can choose the Solicitor to act for You. Otherwise, We will appoint a Solicitor for You.
- d) The Solicitor will be appointed by You or by Us to act for You according to Our standard terms of appointment. (You can ask Us for a copy).
- e) You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
- f) If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3 You must tell Your Solicitor to do the following

- a) Get Our written permission before instructing a barrister or an expert witness.
- b) Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4 We can do the following

- a) Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.
- b) Decide to settle Your claim by paying the amount in dispute.
If Your claim is not for damages, We may decide to settle Your claim by paying You the equivalent financial value of Your claim.
- c) Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim.
- d) Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5 Disputes

You have the right to refer any disagreement between You and Us to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a Solicitor, barrister or other suitably qualified person that You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Territorial Limits whose law governs this section of the

policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 1 for details of Our complaints procedure.)

The Claims Conditions which Apply to the Whole Policy do not apply to this Section.

Section 6 – Home Emergency - Optional Extra

The following definitions apply to this Section and are in addition to or may replace those shown on pages 7 to 9 of the policy.

In this Section, the words below will have the following meanings:

Authorised Repairer a person, company or organisation appointed by Us to temporarily or permanently put right an Emergency, carry out emergency repairs or prevent further damage where possible.

Beyond Economic Repair when the cost of repairing the boiler or appliance is more than the cost of replacing it. If We decide Your boiler is beyond economic repair, We will pay an amount towards the cost of a new one in line with the scale shown below:

Age of Boiler	Amount We will pay
1 to 5 years	£250
6 to 10 years	£100

Call Out sending an Authorised Repairer out after You ask for Emergency Assistance, even if You then cancel Your request.

Electrical Supply the permanent electrical system supplying power to wall sockets, switches, bulb sockets and fuse boxes which are inside Your Home and beyond the electric meter.

Emergency an incident in the Home that happens during the Period of Insurance and which, if not dealt with quickly, will:

- make the Home unsafe or insecure for You;
- cause damage to the Home and its Contents; or
- result in the Home losing its Main Source of Heating, lighting or water (hot or cold).

Emergency Assistance work carried out by an Authorised Repairer to temporarily or permanently put right an Emergency, carry out emergency repairs or prevent further damage.

But not

permanently putting right paths and driveways that need to be removed or replaced in order to deal with the Emergency.

Geographical Limits The United Kingdom including the Isle of Wight, the Isle of Man, Northern Ireland and the Channel Islands but not the Scilly Isles, or the Scottish Islands.

Home the private home at the address shown in the schedule, together with integral (built-in) or attached garages used for domestic purposes.

But not

detached garages and outbuildings

Internal Plumbing and Drainage the fixed sanitary fittings, hot or cold water supply and storage and drainage systems which You are responsible for and that are within the Home.

Main Source of Heating the main hot water or central heating system in Your Home including:

- a) one domestic boiler;
- b) any controls forming part of the boiler; and
- c) the programmer, central heating pump, hot water cylinder, room thermostat and radiators.

But not

- a) any form of underfloor heating, solar heating system or warm air heating system;
- b) any non-domestic boiler and associated system;
- c) any boiler with an output of over 60KW;
- d) any boiler over 10 years old;
- e) any secondary or other boiler.

Period of Insurance the period You are insured for, as shown in Your Home insurance schedule.

Permanent Repair repairs or work needed to put the Emergency right.

Security the locks to doors and windows on the outside of the Home.

Temporary Repair repairs or work that may be needed to put an Emergency right but which may need to be replaced by a Permanent Repair.

You/Your/Yours the person named as the Policyholder in the schedule or any person authorised by You to be in the Home at the time of the Emergency.

Cover Provided

If there is an Emergency in Your Home, We will:

- a) tell You how to immediately protect Yourself and the Home;
- b) send an Authorised Repairer to Your Home or arrange an appointment for an Authorised Repairer to visit Your Home at an agreed time; and
- c) organise and pay the cost of providing Emergency Assistance, including the cost of the call-out, labour at the Home and parts up to a total of £500 a Call Out (including VAT) for the areas detailed in this Section 6.

If a major emergency could result in serious damage or danger You should immediately report it to the gas, electricity or water company, the local authority or the emergency services. If you ever smell gas or discover a leak, you should call Transco on 0800 111999.

1 Electrical Wiring

We will pay the cost of Emergency Assistance needed as the result of the permanent Electrical Supply in Your Home failing.

But not

any electrical wiring that is not permanent, such as fairy lights, or is outside of the Home, such as wiring to satellite dishes, aerials and so on.

2 Plumbing and Drainage

We will pay the cost of Emergency Assistance that is necessary as a result of an Emergency to Internal Plumbing and Drainage at Your Home.

But not

- a) the costs of repairs to the underground water supply of Your Home
- b) the cost of repairs to saniflow toilets
- c) after Your Home has been Unoccupied for more than 30 days in a row.

3 Security

We will pay the costs of Emergency Assistance needed as a result of the loss of all external keys to Your Home.

But not

- a) replacement locks as a result of the theft of keys to the Home
- b) the repair or replacement of any intruder or alarm systems
- c) damage to locks, doors, windows or glass inside your home
- d) damage to outside windows or glass in doors, unless it leaves the Home unsafe or insecure
- e) Emergency Assistance after Your Home has been Unoccupied for more than 30 days in a row.

4 Heating

We will pay the cost of Emergency Assistance as a result of the Main Source of Heating in the Home failing.

But not

- a) the cost of repairing a boiler which is more than 10 years old
- b) the cost of repairing a boiler with a maximum output of more than 60KW
- c) gas leaks from any pipes or gas fired appliances
- d) the cost of repairing a boiler or appliance that is, in Our opinion, Beyond Economic Repair
- e) the cost of replacing the central heating boiler, storage or panel heater or appliance
- f) the cold water supply tank, its feed and outlet
- g) any water supply in the Home from the hot water cylinder or gas appliance, to and including the taps
- h) repairing or replacing radiators, although We will pay the cost to isolate (close the connection to) leaking radiators
- i) clearing airlocks or bleeding radiators
- j) changes to the time or temperature controls and replacing the time controls
- k) removing asbestos associated with repairing the appliance or system
- l) The cost of Emergency Assistance if the Main Source of Heating in Your Home has not been inspected or serviced by a qualified person within the previous 12 months
- m) Emergency Assistance after Your Home has been Unoccupied for more than 30 days in a row

General Exceptions which apply to Home Emergency

We will not pay for the following:

1. Any loss or damage arising from circumstances known to you before the start of cover or loss or damage arising during the first 14 days of cover;
2. The cost of providing Emergency Assistance to any Home that is in the Scilly Isles or the Scottish Islands;
3. The cost of any work which is carried out before We approve it or by anyone other than an Authorised Repairer;
4. Any items that need replacing as a result of normal use (such as replacement light bulbs and fuses in plugs);
5. Any loss or damage caused by Uninsurable Risks;
6. Any loss or damage deliberately caused by You or by anything You do not do;
7. Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, movement of the land your home is on (subsidence, heave or landslip or bedding down of new buildings), malicious damage, theft or attempted theft (except if the Emergency relates to outside windows), structural repairs, alteration or demolition, faulty workmanship or the use of faulty materials;
8. Further loss or damage of any kind resulting from an Emergency;
9. Any loss or damage arising outside the legal boundaries of the Home;
10. Any loss or damage arising from public services to Your Home being interrupted or disconnected, or from the main electricity, water or gas supply system not working properly or breaking down or gas leaks;
11. Any system or equipment which has not been installed, maintained or repaired in line with the manufacturer's instructions, or has not been used or altered properly, or which is faulty as a result of a manufacturer's or designer's fault;
12. Any system or equipment where replacement is only necessary to make it compliant with legislation, health and safety guidelines or British Standard;
13. Any loss or damage to any decoration, fixtures or fittings which are removed or replaced in the process of providing the Emergency Assistance;
14. Replacing the system or appliance if spare parts or components are not available after a reasonable search of stockists.

General Conditions which apply to Home Emergency

1. Asking for Emergency Assistance

You must contact Us immediately whenever an Emergency arises that may result in a Call Out.

To ask for Emergency Assistance You must call the Helpline on 0845 301 6241 within 24 hours of discovering the Emergency, and not contact a repairer Yourself.

2. Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and to keep the Home, its systems and appliances in a good state of repair.

3. Spare or replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

4. Other insurances

If there is any other insurance, maintenance contract, guarantee or warranty covering the same loss, damage or liability, We will only pay Our share of the claim.

Option 2 Landlord's Insurance

Section 1 – Buildings Standard Cover

A – Loss or Damage

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

1 Fire, Lightning, Explosion or Earthquake

2 Smoke

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

3 Riot, Civil Commotion, Labour Disputes or Political Disturbance

4 Collision with the Buildings by any moving object from outside Your Let Property

But not loss of or damage to hedges, gates or fences by falling trees or branches.

5 Storm or Flood

But not

- a) loss of or damage to hedges, gates, or fences; or
- b) loss or damage caused by frost.

6 Theft or Attempted Theft

But not

- a) loss or damage caused by any Resident or their guests; or
- b) after Your Let Property has been Untenanted for more than 60 days in a row.

7 Vandalism or Malicious Acts

But not

- a) loss or damage caused by any Resident or their guests; or
- b) after Your Let Property has been Untenanted for more than 60 days in a row.

8 Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance

But not

- a) after Your Let Property has been Untenanted for more than 60 days in a row.
- b) loss or damage caused by subsidence, heave or landslip that results from the escaping water.

9 Subsidence or Heave of the site on which the Building of Your Let Property stands or landslip

But not:

- a) loss or damage caused by:
 - i) the sea or river wearing away the land.
 - ii) the Buildings being demolished, altered or having structural repairs carried out; or
 - iii) faulty design of, faulty workmanship on or faulty materials used in the Buildings.
- b) loss of or damage to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of Your Let Property are damaged at the same time by the same cause.

- c) loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless Your Let Property, an outbuilding or garage is damaged at the same time by the same cause.
- d) The amount of the "Subsidence" Excess shown in the schedule which applies to any claim for subsidence or heave or landslip.

B - Extra Cover

1 Plumbing Installation

We will pay for damage to any part of the plumbing installation in Your Let Property caused by freezing or bursting

But not

- a) plumbing that is outside or in an outbuilding.
- b) loss or damage due to rust, corrosion or wear and tear; or
- c) after Your Let Property has been Untenanted for more than 60 days in a row.

2 Service Pipes and Cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which You are legally responsible for and which provide services to or from Your Let Property.

3 Glass and Sanitary Ware

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary ware in Your Let Property.

But not

- a) after Your Let Property has been Untenanted for more than 60 days in a row.
- b) the first £50 of any claim settlement in addition to the amount of any Excess shown in the schedule.

4 Fees and Clearance Costs

We will pay for:

- a) Chartered architects, surveyors', consultants' and legal fees, which We consider are necessary to rebuild Your Let Property after damage covered under Section 1,

But not fees for preparing any claim under the policy; and

- b) the costs of clearing the site and making it and the Buildings safe, if We agree that the fees and costs are necessary to repair or rebuild the Buildings after damage covered under this Section 1.

5 Local Authority Requirements

We will pay for the extra cost of rebuilding or repairing the damaged part of the Buildings only if this is necessary to keep to any government or local authority requirement after damage covered under this Section 1.

But not if You had been told about the requirement before the damage happened.

6 Alternative Accommodation and Rent

Rent is defined as the periodic sums owed to You in accordance with the tenancy agreement for Your Let Property.

We will pay in addition to any other amount recoverable under this Section:

- a) loss of Rent, including ground Rent and management charges for a period not exceeding 12 months, that You would have received but lose as a result of Your Let Property being unfit to live in following damage recoverable under this Section of the policy; or
- b) if the Residents continue to pay any Rent due to You, the cost of reasonable alternative accommodation incurred by any Resident as a result of Your Let Property being unfit to live in following damage recoverable under this Section 1 of the policy.

Any claim payments will not be more than £25,000 in total.

7 Sale of the Let Property

If You are selling Your Let Property the buyer will have the cover under this Section up to the date of sale unless the Buildings are insured by another policy.

8 Emergency Entries

We will pay for damage to the Building caused when the fire brigade, the police or the ambulance service have to make a forced entry because of an emergency to anyone residing at the Let Property.

The most **We will pay** for any one claim will be £1,000.

9 Locks on Outside Doors

We will pay for the cost of replacing and fitting locks to the outside doors of Your Let Property if the keys to Your Let Property have been stolen. Failure to return keys by a Resident shall not be deemed to be theft.

The most **We will pay** for any one claim will be £250.

If You claim for this under Section 1 – Buildings You cannot also claim under Section 2 – Contents of this policy.

10 Title Deeds

We will pay the cost of preparing new title deeds to Your Let Property after loss or damage caused by anything insured by paragraph A of this Section 1 while the deeds are in Your Home or in Your bank for safe keeping.

The most We will pay for any one claim will be £250.

11 Trace and Access

We will pay for the cost of removing and replacing any part of the Buildings to find and repair the source of any water escaping from tanks, pipes, equipment or fixed heating system in the Buildings. **We will not pay** the cost of any loss or damage to Your household heating or water system itself.

We will not pay more than £5,000 for any one incident.

C - This section is not applicable to Option 2 Landlord's Insurance.

D - Inflation Protection

The sum insured shown in the schedule for Buildings cover may be adjusted in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another suitable index. If the sum involved changes, the premium at renewal will be based on the new sum insured shown in Your renewal schedule.

E - Basis of Settling Claims

1 **We will pay** the cost of rebuilding or repairing the part of the Buildings which is damaged by any cause insured under this Section 1. We will not take off any amount for wear and tear as long as at the time of the damage the Buildings were in a good state of repair.

2 **We will not pay** for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.

3 **We will not pay** for any drop in the market value of Your Let Property resulting from rebuilding or repairing damage to the Buildings.

4 If the damage to the Buildings is not rebuilt or repaired or the Buildings were not in a good state of repair when damaged We will decide to either:

- a) pay the cost of rebuilding or repairing the damage less an amount taken off for any wear and tear or improvement to the condition of the property; or
- b) pay the difference between the value of selling Your Let Property on the open market immediately before the damage and its value after the damage.

5 The most **We will pay** for any one claim will be the total sum insured shown in Your schedule or the full rebuilding cost, whichever is less. **We will not pay** more than the amount shown in paragraphs B8 and B10. On top of any other amount We will pay the amount shown in paragraphs B4, B5, B6, B7, B10 and B11 of this Section 1.

6 The sum insured will not be reduced as a result of Us paying a claim.

7 Any amount We pay to settle a claim for loss or damage will be reduced by the amount of any Excess shown in the schedule.

8 The premium You pay is based on the estimated cost of rebuilding Your Let Property using information provided by You, or the actual cost of rebuilding Your Let Property provided by You. If We decide that the sum insured shown in Your policy schedule is not enough to rebuild Your Let Property, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

F - Your Liability as the Owner of the Property

1 **We will pay** for all amounts You become legally liable for as a result of You owning Your Let Property and its land if a claim is made against You for:

- a) accidental death of or bodily injury to any person; or
- b) accidental loss of or damage to property which happened during the Period of Insurance shown in the Schedule.

But not:

- i) death of or bodily injury to any member of Your Family or domestic staff or employees;
- ii) damage to property belonging to or in the custody or control of You, Your Family or domestic staff arising from:
 - 1) any profession, business or employment; or
 - 2) an agreement unless You would have had that liability anyway

For any claim resulting from one incident We will not pay more than £2,000,000.

We will also pay costs, and legal fees for defending You, as long as We have agreed to do this in writing beforehand.

G - Premium Adjustment

The premium You pay is based on the estimated cost of rebuilding Your Let Property using information provided by You, or the actual cost of rebuilding Your Let Property provided by You.

If it is established that the cost of completely rebuilding the Buildings as new including fees and clearance costs is greater than the sum insured shown on the schedule adjusted for index linking, then the sum insured will be increased to such rebuilding cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable. Any increase in the sum insured will not apply retrospectively to any claim.

Option 2 Landlord's Insurance

Section 2 – Contents Standard Cover

A - Loss or Damage

We will pay for loss of or damage to the Contents while in Your Let Property caused by:

1 Fire, Lightning, Explosion or Earthquake

2 Smoke

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

3 Riot, Civil Commotion, Labour Disputes or Political Disturbance

4 Collision with the Buildings by any moving object coming from outside Your Let Property

5 Storm or Flood

6 Theft or Attempted Theft

But not

- a) loss or damage caused by any Resident or their guests; or
- b) loss by deception other than deception used solely to enter into Your Let Property; or
- c) after Your Let Property has been Untenanted for more than 60 days in a row .

7 Vandalism or Malicious Acts

But not

- a) loss or damage caused by any Resident or their guests; or
- b) after Your Let Property has been Untenanted for more than 60 days in a row

8 Water or oil escaping from any fixed water or heating installation or from any domestic appliance

But not after Your Let Property has been Untenanted for more than 60 days in a row.

9 Subsidence or Heave of the site on which the Building of Your Let Property stands, or Landslip

B - Extra Cover

1 Contents in Communal Areas

We will pay for loss of or damage to Contents from any cause insured by paragraph A of this Section 2 whilst kept within the communal areas of Your Let Property.

But not

- a) after Your Let Property has been Untenanted for more than 60 days in a row.
 - b) loss by theft unless forcible or violent means are used to enter Your Let Property.
- Any claim payment will not be more than £5,000.

2 Contents away from Your Let Property

We will pay for loss of or damage to the Contents from any cause insured under Paragraph A of Option 2 Landlord's Insurance, Section 2 while they are as follows:

- a) within the British Isles and temporarily:
 - i) in a bank safe deposit;

- ii) a private home or caravan that is lived in; or
- iii) any building where You or any member of Your Family work or live in.

But not loss by deception.

b) elsewhere in the British Isles

And not:

i) loss of or damage to property in a purpose-built furniture storage area, other than the cover explained in Paragraph B4 of Option 2 Landlord's Insurance, Section 2; or

ii) loss or damage caused by:

- 1) vandalism or malicious acts;
- 2) storm or flood to property not in a building or caravan; or
- 3) theft unless:
 - a) force and violence is used to enter a building or caravan; or
 - b) by robbery while property is being worn or carried.

We will not pay more than £5,000 for any one claim.

3 Glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, pictures or ornaments, plate glass tops to furniture and ceramic hobs while in Your Let Property.

But not

- a) after Your Let Property has been Untenanted for more than 60 days in a row.
- b) the first £50 of any claim settlement in addition to the amount of any Excess shown in the Schedule

4 Alternative Storage

We will pay on top of any other amount We pay under this section 2 the cost of temporarily storing the Contents of Your Let Property if it is unfit to live in after loss or damage caused by anything insured under Paragraph A of Option 2 Landlord's Insurance, Section 2 – Contents.

We will not pay more than 10% of the sum insured by this Section.

5 Oil and Metered Water

We will pay for the loss of oil from the domestic heating installation and loss of metered water after accidental damage to the Buildings.

6 Household Removal

We will pay for accidental loss of or damage to the Contents while they are being permanently removed by a professional removal firm from Your Let Property to any other residential property owned by You within the British Isles, including while they are temporarily stored for up to 72 hours.

But not

- a) loss of or damage to china, glass, earthenware or other fragile items unless they were packed by professional packers.
- b) loss or damage caused by Uninsurable Risks.
- c) the first £50 of any claim settlement in addition to the amount of any Excess shown in the schedule.

7 Locks on outside doors

We will pay the cost of replacing and fitting locks to the outside doors of Your Let Property if the keys to the locks have been stolen. Failure to return keys by a Resident shall not be deemed to be theft.

We will not pay more than £250 for any one claim.

If You claim for this under Section 2 – Contents You cannot also claim under Section 1 – Buildings of this policy.

8 Title Deeds

We will pay the cost of preparing new title deeds to Your Let Property after loss or damage caused by anything insured by paragraph A of this Section while the deeds are in Your home or in Your bank for safe keeping.

We will not pay more than £250 for any one claim.

C - This section is not applicable to Option 2 Landlord's Insurance.

D - This section is not applicable to Option 2 Landlord's Insurance.

E - Inflation Protection

The sum insured shown in the schedule for Contents cover may be adjusted monthly in line with the Consumer

Durables Index of the Retail Price Index or a suitable alternative index. If the sum involved changes, the premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

F - Basis of Settling Claims

1 For any one item of Contents or part of a set or suite that is lost or damaged We will decide to either:

- a) pay the cost of replacing the item or part as new; or
- b) replace the item or part as new; or
- c) pay the cost of repairing the item or part; or
- d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection or items of a uniform design, nature or colour.

2 We will reduce any claim payment for any item or part which is not replaced or repaired to take account of wear and tear or improvement in their condition.

3 The most **We will pay** for any one claim will be the total sum insured on Contents as shown in the schedule subject to the following limits:

- a) **We will not pay** more than the individual sum insured for any item;
- b) **We will not pay** more than the amount shown in Paragraphs B1, B2, B7 and B8 of Section 2 – Contents of Option 2 Landlords Insurance.
- c) On top of any other amount, We will pay the amount shown in paragraph B4 of Section 2 – Contents of Option 2 Landlords Insurance

4 If You claim under this Section of the policy You will need to provide proof of the value of the item(s). To help You do this We recommend that You keep photos, instruction booklets, copies of valuations and receipts and a detailed inventory of the Contents of Your Let Property will be required in accordance with the policy conditions.

5 Any claim payment for loss or damage will be reduced by the amount of any Excess shown in the schedule and policy wording.

6 The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your schedule.

7 The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. If We decide that the sum insured shown in Your policy schedule is not enough to replace Your Contents, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

Premium Adjustment

The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. This is shown on Your policy schedule as the sum insured for this Section.

If it is established that the cost of completely replacing the Contents as new is greater than the sum insured adjusted where necessary for index linking, then the sum insured will be increased to such replacement cost with effect from the date under-insurance was ascertained. An appropriate additional premium may be payable. Any increase in the sum insured will not apply retrospectively to any claim.

G – This section is not applicable to Option 2 Landlord’s Insurance.

Option 2 – Landlord’s Insurance Landlord’s Legal Protection

This section covers legal expenses and is automatically included with Your Landlord’s Insurance policy.

Claims Procedure

1. Phone Our legal advice helpline on 0845 246 0402.

Please have Your NatWest Landlord’s insurance policy number available when You call.

The legal advice helpline must be told of any incident which may give rise to a claim under this section. You must do this as soon as possible, and always within 90 days of the date that You knew or should have known about the incident.

2. We will send You a claim form to fill in and return to Us.

Legal Helpline – 0845 246 0402

A confidential helpline providing immediate access to legally qualified staff who will be able to give advice on any matters relating to Your rights, duties and responsibilities as Landlord of the Let Property.

The Helpline is available 24 hours a day, 7 days a week whilst You have a valid Policy. If something You are proposing to do may result in a legal claim You must talk to Us first.

For extra security, We may record all phone calls and keep the recording secure.

Additional Definitions Which Apply to Landlord’s Legal Protection

The following definitions are in addition to or may replace those shown on pages 7 to 9 of the policy. In this Section, the words below will have the following meanings.

Costs

The professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is. We will also pay costs which You are ordered to pay by a court or other organisation and any other costs We agree to in writing. The most We will pay for all costs will be £50,000 for any claim or claims arising from any one incident.

Date of Incident

For claims under sections A, B, C and D the Date of Incident is the earlier of:

- The date of the incident that has led to this claim; or
- The date of the first incident if there are a number of incidents.

For claims under Section E, the Date of Incident is the date You receive formal notification from HM Revenue & Customs of their intention to make Full or Aspect Enquiries.

Full or Aspect Enquiries

A thorough examination by HM Revenue & Customs, which considers all aspects or one or more specific aspects of Your self-assessment tax returns.

Solicitor

Any suitably qualified person acting for You.

Statutory Notice

A notice issued to You by a Local Council stating that action is required by You to carry out repairs on the Let Property.

Cover Provided

A - Property Protection

We will pay the Costs to pursue Your legal rights following:

- 1) Any event which causes or could cause physical damage to the Let Property or its Contents providing the amount in dispute exceeds £1,000.
- 2) Any nuisance or trespass to the Let Property.

B - Repossession

We will pay the Costs to pursue Your legal rights to:

- 1 Get possession of the Let Property that You have let under either:
 - a) a shorthold tenancy
 - b) an assured tenancyAs defined by the Housing Act 1988, as amended by the Housing Act 1996 or the Housing Act (Scotland) 1988.
- 2) Get possession of the Let Property if You have let the Let Property and You live in the premises as the landlord.
- 3) Evict anyone in the Let Property who has not got Your permission to be there.
- 4) Recover any Rent Your Residents owe You for the premises.

We will not pay for:

- a) Any dispute with Your Residents where the Date of Incident is within the first 90 days of the start of this cover.
- b) Any claim relating to registering rents, reviewing rents, buying the freehold of the Let Property or any matter that relates to rent tribunals, land tribunals or rent assessment committees unless You are defending an action brought against You by Your Resident.
- c) Any claim relating to someone legally obtaining the Let Property, whether You are offered money or not, or restrictions or controls placed on the Let Property by any Government or public or local authority unless the claim is for accidental physical damage.
- d) Any claim relating to work done by any Government or public or local authority on the Let Property unless the claim is for accidental physical damage.
- e) Any claim if You have not given the Resident the correct notice that You want possession of the Let Property.

C - Legal Defence

1) **We will pay** the Costs to defend Your legal rights:

- a) Prior to the issue of legal proceedings when dealing with the:
 - i. Police
 - ii. A Health and Safety Executive and/or Local Authority Health and Safety Enforcement Office.where it is alleged that You have or may have committed a criminal offence as the owner of the Let Property.
- b) Following an event which leads to You being prosecuted as the owner of a Let Property in a court of criminal jurisdiction
- c) Following civil action taken against You for compensation under section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against You under section 13 of the Data Protection Act 1998).

2) Following a civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

3) In appealing against the imposition of terms of Statutory Notice under legislation affecting the Let Property.

We will not pay for any claim which leads to you being prosecuted for infringement of the Road Traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

D - Contract Disputes

We will pay the Costs to pursue Your legal right in contractual disputes arising from a written agreement which has been entered into by You for:

- i) Buying or hiring goods or services for the Let Property;
- ii) Selling goods used in the Let Property; or
- iii) Buying or selling the Let Property.

We will not pay:

- a) Costs arising from any claim relating to a lease license or tenancy of land or buildings;
- b) Any claim relating to a disputed amount of less than £250; or
- c) Claims for contract disputes for motor vehicles (owned, hired or leased), computer hardware, software, systems or services which have been specifically tailored, contracts of employment, loans, mortgages, pension or any other financial product.

E - Full or Aspect Enquiries

We will pay the Costs to represent You in any appeal proceedings in respect of Full or Aspect Enquiries carried out by HM Revenue & Customs concerning the Let Property.

We will not pay any claim if You have not taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We agree to provide this Landlord's Legal Protection cover only if:

- a) The Date of Incident is within the Period of Insurance and the incident happens within the British Isles;
- b) Any legal proceedings will be carried out within the British Isles by a court or other body which We agree to; and
- c) For civil claims it is always more likely than not that You will be successful with Your claim.

General Exclusions Which Apply to Landlord's Legal Protection

We shall not be liable for the following:

- 1) Any claim which You report to Us more than 90 days after the date You knew or should have known about the incident leading to the claim.
- 2) Any Costs that You have paid or will have to pay before We have agreed to them.
- 3) Any claim arising out of:
 - a) A contract entered into by You in connection with a profession, business or trade;
 - b) Advice, specification, design, construction, conversion or extension on any land or of any buildings;
- 4) Your Costs in any action against another person who is insured by this policy.
- 5) Any application for judicial review.
- 6) Any dispute between You, Us and NatWest other than as shown in the General Conditions 5 on page 44
- 7) Any incident or matter which begins before cover commences.
- 8) Any Costs if You stop or settle a claim or withdraw instructions from the Solicitor without good reason. If You do, You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.
- 9) Costs covered by any other insurance policy or which You can get back from any other source.
- 10) Costs, damages, fines, penalties or compensation which You are ordered to pay by a court or other authority.
- 11) Any claim relating to Your alleged dishonesty or alleged violent behaviour.
- 12) A claim for an event which is not covered under this policy.
- 13) Any Costs where We do not think that the person You are claiming from has the money to pay any costs awarded by a judgement.
- 14) Costs involved in a legal appeal unless We have given Our written acceptance before the appeal began.

General Conditions Which Apply to Landlord's Legal Protection

If You do not comply with these conditions We may refuse any claim and withdraw from any current claim.

1. You must do the following:

- a) Let Us have full details of Your claim and any other information that We or the Solicitor ask for. (You must pay any costs involved in providing this information.)
- b) Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.
- c) Tell Us about any developments affecting Your claim.
- d) Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
- e) Tell Us if anyone makes a payment into court or offers to settle Your claim.
- f) Try to get back any Costs that We have to make, and pay any recovered Costs to Us.
- g) Get Our agreement to negotiate or settle a claim.

2. Appointing a Solicitor

- a) We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your policy will cover them as long as You keep to the policy conditions.
- b) If We accept Your claim, We or a Solicitor We appoint will try to negotiate a settlement without having to go to court.
- c) If it is necessary to take Your claim to court, or if there is a conflict of interests, You can choose the Solicitor to act for You. Otherwise We will appoint a Solicitor to act for You.
- d) The Solicitor will be appointed by You or by Us to act for You according to Our standard terms of appointment (You can ask Us for a copy).

- e) You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
- f) If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3. You must tell Your Solicitor to do the following:

- a) Get Our written permission before instructing a barrister or an expert witness.
- b) Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4. We can do the following:

- a) Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.
- b) Decide to settle Your claim by paying the amount in dispute. If Your claim is not for damages, We may decide to settle Your claim by paying You the equivalent financial value of Your claim.
- c) Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim.
- d) Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5. Disputes

You have the right to refer any disagreement between You and Us to arbitration. The arbitrator will be a solicitor, barrister or other suitably qualified person that You and We agree on. If we cannot agree, the arbitrator will be nominated by the president of the Law Society (or other similar organisation) for that part of the British Isles whose law governs this section of the policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 1 – for details of Our complaints procedure.)

The Claims Conditions Which Apply to the Whole Policy (below) do not apply to this Section.

Claims Conditions Which Apply to the Whole Policy

1 Reporting a Claim

When You find out about the possibility of a claim under this policy You must tell Us as soon as possible.

2 Loss or Damage Claims

For any loss or damage claim You must do the following:

- a) at Your expense provide Us with any information and evidence We ask for including written estimates and proof of ownership or value.
- b) immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion or if any property has been lost outside Your Home or Let Property.

3 Liability Claims

For any liability claim You must:

- a) send Us any letter, claim, writ or summons in connection with the claim or potential claim as soon as You receive it; and
- b) not admit, deny, negotiate or settle a claim without Our written consent.

4 Abandonment

You cannot abandon any property to Us.

5 Enforcing Your Rights

You or anyone else claiming under this policy must not admit to any claim, promise any payment or refuse any claim without Our prior written consent.

If We want to, We can take over and conduct in Your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this policy. We shall have full discretion in the conduct of any conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give Us all the information and assistance necessary for them to achieve a settlement.

6 Other Insurances

If there is any other insurance covering the same loss, damage or liability We will only pay Our proportionate share.

Exclusions Which Apply to the Whole Policy

This policy does not cover claims arising from the following:

1 Radioactive Contamination

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

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

2 War risks

Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or similar event.

3 Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

4 Existing Damage

Any loss or damage that happened before cover started.

5 Pollution or contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leakage from any fixed heating installation or from any domestic appliance in Your Home or Let Property during the Period of Insurance.

6 Failure of Computers and Electrical Equipment

Damage or loss directly or indirectly due to:

- a) any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date; or
- b) computer viruses.

7 Terrorism

Any expense, legal liability or any loss of or damage to property directly or indirectly caused by terrorism.

Terrorism is defined as any person or people, whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

8 Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately or wilfully by You or any member of Your Family, paying guest or tenant.

Your Consumer Credit Agreement

Your right to cancel Your Consumer Credit Agreement

If You have chosen to pay by instalments You may cancel the Consumer Credit Agreement within 14 days of receipt. If You would like to cancel the Consumer Credit Agreement, please call Us on 0845 246 0449 or write to Us at the address shown on Your documents. We will refund any premium You have paid, providing no claim has been made. If a claim has been made We will take any unpaid instalments from the amount We pay to settle Your claim.

If You do not cancel the Consumer Credit Agreement within 14 days, You must continue to pay the instalments for Your Policy. If You don't, We will cancel Your cover and end the Consumer Credit Agreement.

Note: if You cancel Your Consumer Credit Agreement, You can continue to be covered under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also end.

Other Important Information about Your Consumer Credit Agreement

If You have a complaint about Your Consumer Credit Agreement read the "How to Complain" section on page 1.

You can end Your Consumer Credit Agreement at any time.

However, if You want Your cover under the policy to continue You must pay the premium for the rest of the Period of Insurance.

If You decide to cancel Your cover under the policy, all cover will end from the date Your first unpaid instalment was due.

We can end Your Consumer Credit Agreement if You fail to pay any instalment by the date it is due. For full details see Your Consumer Credit Agreement.

Other taxes or costs not charged by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and disputes will be referred to English courts. We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.

Useful Numbers

Customer Claims Helpline	0845 246 0431
Home Emergency Claims Helpline	0845 301 6241
24-hour Emergency Helpline	0845 246 0434
24-hour Legal Assistance	0845 246 0433
Have you thought of protection for your Personal Possessions.	
To upgrade your policy, please call	0800 051 50 50