

CLEAR CHOICE

Home insurance policy



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ABOUT YOUR POLICY

Understanding and using your policy

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 8 to 12 and 51 to 53 'Words with special meanings'. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

Your policy is in two parts – the policy wording and the schedule.

The policy wording explains what is and what is not covered, how **we** settle claims and other important information.

The schedule shows which sections of the policy wording apply, the limits to the cover and the premium. Please keep **your** schedule with the policy wording.

We will send **you** a new schedule whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs.

Once **you** have received **your** policy **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can send back **your** documents and ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium, as long as no claim has been made.

Remember to keep **your** sums insured (which are shown on **your** schedule) up to date.

If **you** have selected **buildings** insurance, **you** should increase **your** sum insured if **you** extend or make improvements to **your** home, such as installing double-glazing, adding a fitted kitchen or conservatory.

If **you** have selected **contents** and **personal belongings** insurance, **your** cover is for replacement as new. Remember to keep **your** sums insured up to date when **you** buy new items. Items such as jewellery, articles of precious metal, clocks, watches, paintings, works of art, antiques and stamp, medal and coin collections often change in value. These changes are not reflected in the indices used for inflation protection and **you** should make certain that these items are insured for the correct amount at all times.

If **you** have any questions please contact **us**. The telephone numbers are shown on **your** schedule.

Complaints Procedure

Our commitment to customer service

At RSA, **we** are committed to going the extra mile for **our** customers and wherever possible, exceeding their expectations.

If **you** believe that **we** have not delivered the service **you** expected or **you** are concerned about any aspect of the service **we** have provided, then please let **us** know, preferably through **your** usual sales and service contact point.

If **you** are unsure how to contact **your** sales and service point please contact **our** Customer Relations Team. Details of which follow.

We promise to:

- Fully investigate **your** complaint
- Keep **you** informed of progress
- Do everything possible to resolve **your** complaint
- Learn from **our** mistakes
- Use the information from **your** complaint to proactively improve **our** service in the future.

We aim to resolve **your** concerns within 24 hours. Experience tells **us** that most difficulties can be sorted within this time.

In the unlikely event that **your** concerns have not been resolved within this time, **we** will issue a letter acknowledging **your** complaint, letting **you** know the reasons why and **we** will continue to keep **you** well informed of the further actions **we** will be taking to reach a suitable conclusion.

If **you** continue to be unhappy with **our** proposed course of action, **you** can progress **your** complaint with **our** Customer Relations Team who will conduct a separate investigation and full review, that will be concluded by **us** issuing a final response letter.

How to contact us

Customer Relations can be contacted by:

Telephone: 0800 107 6160

Write: Customer Relations Office,
RSA, Bowling Mill, Dean Clough Industrial Park Halifax, HX3 5WA

Fax: 01422 325146

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If **you** are still not satisfied after the review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and **you** can refer **your** complaint to them.

They can be contacted at:

Telephone: 0845 080 1800

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

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

Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in **our** final response.

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

Thank you for your feedback

We value **your** feedback and at the heart of **our** brand **we** remain dedicated to treating **our** customers as individuals and giving them the best possible service at all times. If **we** have fallen short of this promise, **we** apologise and aim to do everything possible to put things right.

How to make a claim

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide. Whatever the problem, big or small, **we** are here to help **you**.

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

Call **our** claims helpline on the number shown on **your** schedule. Please have **your** policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information.

- To help **us** deal with **your** claim quickly, please read this policy booklet carefully, particularly the Claims conditions and Policy exclusions on pages 13 to 20.

Guidance when making a claim

Claim Notification

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

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

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

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable

- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

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

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

Preferred Suppliers

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

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

THE INSURANCE CONTRACT

This policy is a legal contract between **you** and **us**. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this policy wording:

- for those sections which are shown on **your** policy schedule;
- for the **insurance period** set out on the same schedule.

Your part of the contract is:

- **you** must pay the premium as shown on **your** schedule for each **insurance period**;
- **you** must comply with all the conditions set out in this policy.

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

We can both choose the law which will apply to this contract. However, unless it says differently anywhere else in this policy, or unless **you** and **we** agree otherwise, the law which applies to this contract is:

- the law which applies to the part of the United Kingdom, the Channel Islands or the Isle of Man in which **you** live; or
- the law of England and Wales if **you** do not live in the United Kingdom, the Channel Islands or the Isle of Man.

This policy has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

WORDS WITH SPECIAL MEANINGS

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in **bold** type whenever it appears in the policy.

There are other words with special meanings listed under the Legal expenses section on pages 51 to 53. **You** should also look at these. **Your** schedule will show **you** if **you** have this section insured under **your** policy.

Word

Meaning

Accidental Damage

Sudden, unexpected and visible damage which has not been caused on purpose.

Buildings

The **home**, fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates.

Buildings does not include aerials and satellite receiving equipment.

Clerical business equipment

Computer, telecommunication and office equipment, office furniture and stationery, owned by **your family** or **your family's** responsibility under contract.

Clerical business equipment does not include business stock or business **money** or credit cards and no cover is provided for:

- the cost of replacing paper records, except for their value as stationery;
- any loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.

Company/our/us/we

Royal & Sun Alliance Insurance plc.

Word

Contents

Excess

Heave

Meaning

Household goods, **high risk items**, personal documents, **personal belongings**, **clerical business equipment**, **pedal cycles** and **money**, owned by **your family** or **your family's** responsibility under contract.

Visitors **personal belongings** in **your home**.

Contents does not include:

- motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric **wheelchairs**), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;
- animals;
- anything used for trade, professional or business purposes except **clerical business equipment**;
- fixtures and fittings;
- credit cards.

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

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

Word

Meaning

High risk items

Televisions, computers, audio and video entertainment equipment, CDs, DVDs and computer games, photographic equipment, jewellery, watches, articles of precious metal, clocks, paintings, works of art, stamp, medal and coin collections.

Home

The house or flat at the address shown on **your** schedule, its garages, greenhouses and outbuildings, all used for domestic and clerical business purposes only.

Insurance period

The period shown on **your** schedule and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

Money

Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and **money** orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, owned by **your family** or **your family's** responsibility under contract.

Money does not include:

- promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection;
- **money** used or held for any trade, professional or business purposes.

Pedal cycles

Any **pedal cycle** and its accessories, owned by **your family** or **your family's** responsibility under contract.

Pedal cycles does not include any motorised **pedal cycle**.

Word

Personal belongings

Meaning

*Jewellery, watches and personal items which **your family** normally wear or carry and which are owned by **your family** or **your family's** responsibility under contract.*

Personal belongings does not include:

- household goods and domestic appliances;
- external television and satellite receiving equipment;
- motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric **wheelchairs**), mechanically propelled or assisted vehicles, aircraft, trains and boats (other than models), **pedal cycles**, gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;
- animals;
- **money**, credit cards, securities and documents of any kind;
- anything used for any trade, professional or business purposes (other than portable computer equipment and mobile phones);
- china, glass, pottery and any other items of a similar nature which are fragile.

Word

Meaning

Policyholder/you/your

The person(s) named as **policyholder** on **your** schedule.

Subsidence

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

Unoccupied

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

Us/we/Company/our

Royal & Sun Alliance Insurance plc.

We/Company/our/us

Royal & Sun Alliance Insurance plc.

You/your/policyholder

The person(s) named as **policyholder** on **your** schedule.

Your family

You or any of the following people providing they normally live with **you**:

- **your** husband, wife or partner;
- children (including foster children);
- **your** relatives;
- **your** domestic employees.

Wheelchairs

Any wheelchair or similar electric scooter specifically designed for the disabled or infirm and which does not legally require to be licensed for road use.

CONDITIONS AND EXCLUSIONS

Policy conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract.

Taking care

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

Changes in your circumstances

You must tell **us** or **your** Insurance Representative within 30 days as soon as **you** know about any of the following changes:

- **you** are going to move **home** permanently;
- someone other than **your family** is going to live in **your home**;
- **your home** is going to be used for short periods each week or as a holiday home;
- **your home** is going to be **unoccupied**;
- work is to be done on **your home** which is not routine repair, maintenance or decoration;
- the number of bedrooms in **your home** has changed;
- **you** or any member of **your family** has any conviction for any offence;
There is no need to tell us about parking or speeding offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.
- **you** or any member of **your family** has received any formal police caution in the last 5 years;
There is no need to tell us about police cautions for parking or speeding offences.
- any part of **your home** is going to be used for any trade, professional or business purposes;
There is no need to tell us about trade, professional or business use if:
 - *the trade, professional or business use is only clerical; and*
 - **you** do not have staff employed to work from **your home**; and
 - **you** do not have any visitors to **your home** in connection with **your** trade, profession or business; and
 - **you** do not keep any business **money** or stock in **your home**.
- any increase in the value of **your contents** or the rebuilding cost of **your buildings**.

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

Fraud

If dishonesty or exaggeration is used by **your family** or anyone acting on behalf of **your family** to obtain:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

Transferring your interest in the policy

You cannot transfer **your** interest in this policy to anyone else without **our** written permission.

Cancelling the policy

You may cancel this policy by giving **us** 14 days notice in writing to the address shown on the front of **your** schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **insurance period**. **We** may cancel this policy by giving **you** at least 14 days notice at **your** last known address. If **we** cancel the policy **we** may refund premium paid for the remainder of the current **insurance period**.

We also reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked loan agreement, by giving **you** 7 days notice at **your** last known address.

Canceling the monthly premium instalment agreement

Your policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period. **You** may have asked and **we** may have agreed for **your** annual premium to be paid on a monthly basis by instalments under the terms of the Consumer Credit Act 1974.

We reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked loan agreement.

If **you** want to cancel **your** agreement but not **your** policy, **you** must contact **us** at the address given on the front of **your** schedule. **We** can then tell **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then all cover under **your** policy will be cancelled from this date.

Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 16 headed 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your** policy.

Claims conditions

These are the claims conditions **you** will need to keep to as **your** part of the contract.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 5.

You should also check the information on 'How **we** settle claims' under the section of **your** policy which covers the loss or damage, e.g. contents, buildings.

What you must do

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

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **your family** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them.

To help **us** deal with your claim quickly, **we** may require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs;
- purchase dates of lost or damaged items;
- for damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond repair.

Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

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

You must give **us**, at **your** reasonable expense, all the information **we** ask for about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When you call **us**, at **our** option **we** will:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors or an independent loss adjuster – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

Other insurance

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

Policy exclusions

These exclusions apply to all the sections of **your** policy with the exception of Pollution or contamination and Rot which do not apply to the **Legal expenses** section.

This insurance does not cover:

Radioactive contamination

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

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

War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

Pollution or contamination

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly from pollution or contamination which:

- was the result of an intentional act; or
- was expected or should have been expected; or
- was not caused by a sudden incident; or
- was not during any **insurance period**.

Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Date change and computer viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all;
- by computer viruses.

Legal expenses, legal benefits and /or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all;
- computer viruses;

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this policy which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Existing and deliberate damage

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **insurance period** starts or caused deliberately by **your family**.

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

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

Wear and tear

Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration or any consequential loss.

Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

HOME EMERGENCY ASSISTANCE

This part of the policy provides access to advice and help with the cost of home emergency assistance.

Emergency advice and repairs

Call **our** 24 hour emergency helpline on the number shown on **your** schedule after taking any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water. **We** have a team of contractors on hand to carry out urgent repairs 24 hours a day, 7 days a week.

If the emergency means that **your family** need to move out of **your home** overnight, **we** can arrange accommodation for **you** and may be able to help with the cost of the bill.

The most **we** will pay for any one claim, which includes any overnight accommodation, the cost of the emergency repair, parts and call out charges, is the limit shown on **your** schedule.

If the emergency is a result of an incident which is also covered under a specific section of **your** policy, **you** may be able to claim for any further repair costs under that section. Please call **our** claims helpline on the number shown on **your** schedule and **we** will be happy to check this for **you**.

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

What is covered

A sudden and unforeseen situation which, if not dealt with immediately, would in **our** opinion:

- make **your home** unsafe or insecure and is likely to cause further damage to **your home** or **your contents**; or
- create unreasonable risk to the health and safety of **your family**.

We will pay:

- the reasonable cost of one visit to effect temporary repairs carried out by a contractor authorised by **us**;
- the reasonable cost of overnight accommodation for **your family** if **we** agree that **your home** cannot be lived in.

What is not covered

Anything that could be foreseen.

Damage caused by mechanical, electrical or electronic fault or breakdown.

Any subsequent repairs for the same damage.

*Damage caused when **your home** is lived in solely by anyone other than **your family**.*

*Repairs which are made by anyone other than a contractor authorised by **us**.*

*Costs incurred without **our** agreement.*

How we settle claims for home emergency assistance

Telephone the 24 hour Home Emergency Assistance Helpline which has been arranged for our **policyholders** convenience. The telephone number is shown on **your** schedule.

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

Payment for repairs will be made directly to **our** contractor.

HOMECARE SERVICES

This part of the policy provides access to Legal advice, and explains the cover **we** provide for Locks and Keys and Trees and Shrubs.

Legal advice

Whatever legal matter **you** need help and guidance with, simply call this free service and speak to an expert. This service is available 24 hours a day, 365 days a year. The telephone number is shown on **your** schedule.

You will need to quote the scheme reference number shown on **your** schedule when using this helpline. **You** can use this service as many times as **you** wish, whenever **you** need to.

What is covered

Locks and Keys

Accidental damage to the locks of, or loss of the keys to the outside doors of, **your home** or to safes and alarms in **your home**.

At **our** option **we** will pay the cost of:

- buying new keys; or
- changing parts of the locks; or
- replacing the locks

What is not covered

*The **excess**.*

*Loss or damage while **your home** is lent, let or sub-let to anyone other than **your family**.*

Damage to locks caused by mechanical, electrical or electronic fault or breakdown.

*Any amount exceeding the limit shown on **your** schedule.*

What is covered

Trees and Shrubs

Loss of or damage to **your** trees, shrubs, plants, hedges and lawns on the land belonging to **your home** caused by:

- Fire, lightning, explosion, earthquake or smoke.
- Riot, civil commotion.
- Malicious acts or vandalism.

- Theft or attempted theft.

- Impact involving vehicles or aircraft or anything dropped from them.

What is not covered

*The **excess**.*

*Any amount exceeding the limit shown on **your** schedule.*

Damage by smoke from air pollution.

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

*Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**.*

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

*Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**.*

How we settle claims for locks and keys and trees and shrubs

We will pay the cost of repairing or replacing the damaged parts of the locks and keys or trees and shrubs.

Where an **excess** applies, this will be taken off the amount of **your** claim.

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

BUILDINGS

This part of the policy sets out the cover **we** provide for **your buildings**, unless **your** schedule states 'Not insured under this policy'.

What is covered

Damage to **your buildings** caused by the following:

- 1 Fire, lightning, explosion, earthquake or smoke.
- 2 Storm or flood.
- 3 Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.
- 4 Riot, civil commotion.
- 5 Malicious acts or vandalism.

What is not covered

*The **excess**.*
Damage by smoke from air pollution.

*The **excess**.*
Damage by frost.
Damage to fences, hedges or gates.

*The **excess**.*
Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage.

*Damage while **your home** is **unoccupied**.*

*Damage by sulphate reacting with any materials from which **your home** is built.*

*Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings**.*

*The **excess**.*

*The **excess**.*
*Damage while **your home** is **unoccupied**.*

*Damage when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**.*

What is covered

- 6 Theft or attempted theft.

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

- 8 Falling trees or branches.

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

What is not covered

The **excess**.
*Damage while **your home** is **unoccupied**.*

*Damage when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**.*

The **subsidence, heave** or landslip **excess** shown on **your schedule**.

*Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless **your home** is damaged by the same cause and at the same time.*

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

Damage caused by structures bedding down or settlement of newly made up ground.

Damage caused by the coast or a riverbank being worn away.

*Damage caused by or from demolition, alteration or repair to **your home**.*

*Damage caused by sulphate reacting with any materials from which **your home** is built.*

The **excess**.
Damage to fences, hedges or gates.

The **excess**.

What is covered

10 Impact involving vehicles, aircraft or anything dropped from them, or animals.

In addition **you** are covered for the following:

11 Accidental breakage of drains and pipes and **accidental damage** to cables and underground tanks which are used to provide services to or from **your home**, for which **your family** is legally responsible.

If following a blockage, normal methods of releasing a blockage between the main sewer and **your home** are unsuccessful, **we** will pay the cost of breaking into and repairing the pipe.

12 Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of **your home**.

What is not covered

*The **excess**.
Damage by pets.*

*The **excess**.
Damage while **your home** is **unoccupied**.*

Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.

*Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings**.*

Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.

Damage caused by the coast or a riverbank being worn away.

*Damage caused by or from demolition, alteration or repair to **your home**.*

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

*Damage caused by sulphate reacting with any materials from which **your home** is built.*

*The **excess**.
Breakage while **your home** is **unoccupied**.*

The replacement cost of any part of the item other than the broken glass.

What is covered

13 Fees and related costs incurred in repairing or replacing damaged parts of **your buildings**, provided the damage is covered under **your** policy and subject to **our** prior agreement.

We will pay for:

- Architects, engineers, surveyors and legal fees;
- the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of **your buildings**;
- the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of **your buildings** are repaired or replaced.

14 Cover while **you** are selling **your home**.

If between the date **you** exchange contracts and the date **you** complete the sale, **your home** is damaged by anything insured under covers 1 to 12 of this section, the buyer shall be entitled to the benefit of this cover once the sale has been completed.

What is not covered

*Any fees and costs **you** have to pay for preparing or furthering any claim.*

*Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of **your buildings**.*

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

Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.

What is covered

- 15 If **your home** is uninhabitable as a result of damage to **your buildings** **we** will pay:
- the reasonable additional cost of similar short-term accommodation for **your family** and also for any pets living with you.
 - Rent **you** would have received but have lost including ground rent.
- 16 The cost of legal fees which **you** have to pay to repossess **your home** following occupation by squatters.

What is not covered

Any costs **your family** would have to pay once **your home** becomes habitable again.

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

The cost of alternative accommodation for anyone who is not a member of **your family**.

Any costs arising from damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.

Any amount exceeding the limit shown on **your** schedule.

Any legal fees **you** agree to pay without **our** written consent.

Any amount exceeding the limit shown on **your** schedule.

The following additional cover is also provided for **your buildings** but only if **your** schedule states '**Accidental damage** included'

What is covered

17 **Accidental damage** to buildings.

What is not covered

The **excess**.

Damage while **your home** is **unoccupied**.

Damage when **your home** is lent, let or sub-let to anyone other than **your family**.

Damage by water entering **your home** other than by storm or flood.

Damage by mechanical, electrical or electronic fault or breakdown.

Damage by or from **subsidence, heave, landslip, movement, settlement or shrinkage** of any part of **your buildings** or of the land belonging to **your buildings**.

Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.

Damage caused by the coast or a riverbank being worn away.

Damage caused by or from demolition, alteration or repair to **your home**.

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

Damage caused by sulphate reacting with any materials from which **your home** is built.

How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 5).

How we settle claims for buildings

- 1 **We** will pay for the reasonable cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

At **our** option **we** will arrange for specialist investigations to be carried out.

We may take over and conduct in **your** name with complete and exclusive control, the defence or settlement of any claim.

If the repair or replacement is not carried out, **we** will pay the decrease in market value of **your buildings** due to the damage but not more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

At **our** option **we** will make a cash settlement but **we** will not pay more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

No allowance will be made for VAT when a cash settlement is made.

- 2 Where an **excess** applies, this will be taken off the amount of **your** claim.
- 3 If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
- 4 The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.

We will not pay for:

- Loss of value resulting from repairs to or replacement of damage to **your buildings**;
- Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

Inflation protection

The sum insured shown on **your** schedule will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you** the sum insured shown on **your** schedule will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the loss or damage represents the full rebuilding cost and **you** ensure that the work is carried out without undue delay.

For **your** protection, **we** will not reduce **your** sum insured if the index moves down unless **you** ask **us** to.

Legal liability

As well as insuring **your buildings**, we also provide the following cover.

What is covered

18 The legal liability of **your family** as owner of **your buildings** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **insurance period** which result in:

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

The most **we** will pay is the limit shown on **your** schedule plus defence costs agreed by **us** in writing.

What is not covered

*Anything owned by or the legal responsibility of **your family**.*

*Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).*

*Liability arising from any employment, trade, profession or business of any of **your family**.*

*Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.*

Liability covered by any other policy.

Liability for injury or damage resulting from land or buildings nearly always attaches to the occupier, rather than the owner. If **you** are the owner and occupier, insurance against **your** liability as occupier is not provided by the Buildings section of this policy and **you** should ensure **you** have a **contents** insurance which will provide **you** with the occupier's liability insurance **you** require.

What is covered

19 Legal liabilities which result from the ownership of any home previously occupied by **you** and insured by **us** and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975, as long as **you** do not have this cover under another policy.

The most **we** will pay is the limit shown on **your** schedule plus defence costs agreed by **us** in writing.

What is not covered

*Any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest.*

*Any incident which happens more than 7 years after the last day of the last **insurance period** in respect of any home previously insured by **us** and owned and occupied by **you**.*

*Anything owned by or the legal responsibility of **your family**.*

*Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).*

*Liability arising from any employment, trade, profession or business of any of **your family**.*

*Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.*

Liability covered by any other policy.

CONTENTS

This part of the policy explains the cover **we** provide for the **contents** in **your home** unless **your** schedule states 'Not insured under this policy'.

What is covered

Loss or damage to **contents** in **your home** caused by the following:

- 1 Fire, lightning, explosion, earthquake or smoke.
- 2 Storm or flood.
- 3 Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.
Oil escaping from a fixed heating system.
- 4 Riot, civil commotion.
- 5 Malicious acts or vandalism.
- 6 Theft or attempted theft using force and violence to get into or out of **your home**.
- 7 Theft or attempted theft not using force and violence to get into or out of **your home**.

What is not covered

*The **excess**.
Damage by smoke from air pollution.*

*The **excess**.*

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

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

*The **excess**.*

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

*Loss or damage while **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**.*

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

*For **contents** in any garage or outbuilding, any amount exceeding the limit shown on **your** schedule.*

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

*Loss or damage while **your home** is lent, let or sub-let to anyone other than **your family**.*

What is covered

- 8 **Subsidence** or **heave** of the site on which **your home** stands or of land belonging to **your home** or landslip.
- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment, their fittings or masts.
- 11 Impact involving vehicles, aircraft or anything dropped from them, or animals.

What is not covered

*Loss by deception unless the only deception was someone tricking their way into **your home**.*

*Loss of **money**.*

*Loss or damage while **your home** is used to receive visitors or paying guests in connection with **your** business.*

*For **contents** in any garage or outbuilding, any amount exceeding the limit shown on **your** schedule.*

*The **excess**.*

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

Loss or damage caused by structures bedding down or settlement of newly made up ground.

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

*Loss or damage caused by or from demolition, alteration or repair to **your home**.*

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

*The **excess**.*

*The **excess**.*

*The **excess**.*

Loss or damage by pets.

What is covered

- 12 **Accidental damage** to TV, satellite, video, audio entertainment equipment and computer equipment while in **your home**.

Audio entertainment equipment and computer equipment does not include musical instruments, mobile phones, records, tapes, discs, CDs, DVDs and computer games.

- 13 Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of **your** furniture.

In addition, **you** are covered for the following:

- 14 Wedding gifts

For one month before and one month after the wedding day of any of **your family** the sum insured for **contents** is increased by the amount shown on **your** schedule.

- 15 Christmas seasonal increase

During the month of December the sum insured for **contents** is increased by the amount shown on **your** schedule.

- 16 Accidental loss of metered water, liquid petroleum gas or oil at **your home**.

What is not covered

The excess.

*Damage while **your home** is lent, let or sub-let to anyone other than **your family**.*

*Damage by water entering **your home** other than by storm or flood.*

Damage by mechanical, electrical or electronic fault or breakdown.

Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.

The excess.

The replacement cost of any part of the item other than the broken glass.

*Breakage while **your home** is lent, let or sub-let to anyone other than **your family**.*

The excess.

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

Loss or damage by any cover listed in the Contents section and which is specifically excluded under that cover.

*Any amount exceeding the limit shown on **your** schedule.*

What is covered

17 Tenants liability

Your liability at law under covers 1-12 of the Buildings section of this policy, if **you** are legally liable under the terms of **your** tenancy agreement (not as owner, leaseholder or landlord), for damage to **your home**.

18 Tenants improvements

Damage, as provided under covers 1-12 of the Buildings section of this policy, to fixed tenants' improvements and fixed internal decorations in **your home**.

19 The cost of replacing food in a freezer in **your home**, that has been spoiled by an accidental change in temperature in **your** freezer.

20 If **your home** is uninhabitable as a result of damage to **your contents**, **we** will pay the reasonable additional cost of similar short-term accommodation for **your family** and also for any pets living with **you**.

What is not covered

Damage by any cover listed in the Buildings section and which is specifically excluded under that cover.

*Any amount exceeding the limit shown on **your** schedule.*

*The **excess**.*

Damage by any cover listed in the Buildings section and which is specifically excluded under that cover.

*Any amount exceeding the limit shown on **your** schedule.*

*The **excess**.*

*Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to **your home**.*

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

*Any amount exceeding the limit shown on **your** schedule.*

*Any costs **your family** would have to pay once **your home** becomes habitable again.*

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

*The cost of alternative accommodation for anyone who is not a member of **your family**.*

Any costs arising from loss or damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.

*Any amount exceeding the limit shown on **your** schedule.*

What is covered

21 **Accidental damage** or loss while a professional removal firm are moving **your contents** from **your home** directly to **your** new permanent **home** in the British Isles.

22 Loss of or damage to **your contents** while in the open on the land belonging to **your home** caused by:

- Fire, lightning, explosion, earthquake or smoke.
- Storm or flood.
- Oil escaping from a fixed storage container.
- Riot, civil commotion.
- Malicious acts or vandalism.

What is not covered

*The **excess**.*

Loss or damage by mechanical, electrical or electronic fault or breakdown.

Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.

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

*Loss of **money**.*

*Any amount exceeding the limit shown on **your** schedule.*

*The **excess**.*

*Any amount exceeding the limit shown on **your** schedule.*

Damage by smoke from air pollution.

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

*Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**.*

What is covered

- Theft or attempted theft.

 - Falling trees or branches.
 - Falling aerials or satellite receiving equipment, their fittings or masts.
 - Impact involving vehicles, aircraft or anything dropped from them, or animals.
- 23 Loss of or damage to **your contents** while they are moved temporarily to other premises within the British Isles caused by:
- Fire, lightning, explosion, earthquake or smoke.
 - Storm or flood.

 - Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
 - Riot, civil commotion.

What is not covered

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

Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**.

Loss or damage when **your home** is used to receive visitors or paying guests in connection with **your business**.

Loss of **money**.

Loss or damage by **pets**.

The **excess**.

Any amount exceeding the limit shown on **your schedule**.

Damage by smoke from air pollution.

Loss or damage to any **contents** in the open.

Loss or damage if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.

What is covered

- Malicious acts or vandalism.
- Theft or attempted theft using force and violence to get into or out of the premises where **your contents** are temporarily kept.
- Falling trees or branches.
- Falling aerials or satellite receiving equipment, their fittings or masts.
- Impact involving vehicles, aircraft or anything dropped from them, or animals.

The following additional cover is also provided for **your contents** but only if **your** schedule states '**Accidental damage** included'.

24 **Accidental damage to your contents** while in **your home**, and in the open on the land belonging to **your home**.

What is not covered

*Loss or damage if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.*

*Loss or damage if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.*

*Loss or damage to any **contents** in the open.*

Loss or damage by pets.

*The **excess**.*

Damage to clothing.

Deterioration of food.

*Damage while **your home** is **unoccupied**.*

*Damage when **your home** is lent, let or sub-let to anyone other than **your family**.*

*Damage by water entering **your home** other than by storm or flood.*

Damage by mechanical, electrical or electronic fault or breakdown.

Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.

*For **contents** in the open, any amount exceeding the limit shown on **your** schedule.*

How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 5). **You** should also read the Conditions and Exclusions on pages 13 to 20.

How we settle claims for contents

1 If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new item of similar quality.

If **we** agree, at **your** request, not to repair or replace an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.

- 2 **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
- 3 **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
- 4 Where an **excess** applies, this will be taken off the amount of **your** claim.
- 5 If loss or damage happens and the sum insured on **your** schedule is less than the cost of replacing all **your contents** as new, **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
- 6 The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your contents** as new but not more than the sum insured or any limits shown on **your** schedule.

Inflation protection

The sum insured, the total **high risk items** limit and the **high risk items** single article item limit shown on **your** schedule will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your** schedule will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Legal liability

As well as insuring **your contents**, **we** also provide the following cover.

What is covered

25 The legal liability of **your family**:

- as occupier of **your home** and its land;
- as individuals;
- as an employer to any of **your family's** domestic employees;

to pay damages and costs to others which arise from any single event occurring during the **insurance period** which results in:

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

The most **we** will pay is the limit shown on **your** schedule plus defence costs agreed by **us** in writing.

What is not covered

*Anything owned by or the legal responsibility of **your family**.*

*Injury, death, disease or illness to any of **your family** (other than your domestic employees who normally live with **you**).*

*Liability arising from any employment, trade, profession or business of any of **your family**.*

*Liability arising from any of **your family** passing on any disease or virus.*

Liability arising from the ownership or use of:

- any motor vehicle, including children's vehicles (other than garden machinery or **wheelchairs**), whether licensed for road use or not;
- any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models);
- gliders, hang-gliders, caravans or trailers.

*Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.*

*Liability arising from any of **your family** owning land or buildings.*

Liability covered by any other policy.

PERSONAL BELONGINGS AND MONEY

Personal belongings and money

This part of the policy sets out the cover **we** provide for **your personal belongings** and **money** in or away from **your home**, unless **your** schedule states 'Not insured under this policy'.

What is covered

Personal belongings

Loss or damage to **personal belongings** and personal documents in the British Isles and temporarily elsewhere while in the possession of any of **your family**.

What is not covered

The excess.

Loss or damage by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies.

*Loss or damage caused by water entering **your home** other than by storm or flood.*

Theft from motor vehicles unless at the time of the loss or damage:

- someone aged 16 or over was in the motor vehicle; or*
- the motor vehicle was securely locked; and*
- force and violence were used to get into the motor vehicle; and*
- the items stolen were out of sight in a locked luggage boot, luggage or glove compartment.*

*The most **we** will pay for theft from an unattended motor vehicle is the unattended motor vehicle limit shown on **your** schedule.*

*Loss or damage in **your home** when **your home** is **unoccupied**.*

What is covered

Money

Loss of **money** in the British Isles and temporarily elsewhere while in the possession of any of **your family**.

What is not covered

Loss or damage in **your home** by theft, malicious acts or vandalism when **your home** is:

- *lent, let or sub-let to anyone other than **your family**;*
- *used to receive visitors or paying guests in connection with any business;*

*unless force and violence is used to get into or out of **your home**.*

*Loss by deception unless the only deception is someone tricking their way into **your home**.*

*Loss or damage after **your personal belongings** or personal documents have been outside the British Isles for a total of more than 60 days in any **insurance period**.*

*The most **we** will pay for **personal belongings** and personal documents that have been taken outside the British Isles is the sum insured shown on **your** schedule, but not exceeding the overseas limit shown on **your** schedule.*

*The **excess**.*

Theft from motor vehicles unless at the time of the loss or damage someone aged 16 or over was in the motor vehicle.

*Loss from **your home** when **your home** is **unoccupied**.*

What is covered

What is not covered

Loss in **your home**, by theft, malicious acts or vandalism when **your home** is:

- lent, let or sub-let to anyone other than **your family**;
- used to receive visitors or paying guests in connection with any business;

unless force and violence is used to get into or out of **your home**.

Loss by deception unless the only deception is someone tricking their way into **your home**.

Loss of **money** when **you** have been outside the British Isles for a total of more than 60 days in any **insurance period**.

Confiscation or detention by customs or other official bodies.

Loss of value or loss due to errors or omissions in receipts, payments or accountancy.

Loss of **money** not reported to the police within 24 hours of discovery.

How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 5).

How we settle claims for personal belongings

- 1 If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers or at **our** option, **we** will pay the replacement cost of a new item of similar quality.

If **we** agree, at **your** request, not to replace or repair an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.

- 2 **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
- 3 Where an **excess** applies, this will be taken off the amount of **your** claim.
- 4 The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your personal belongings** and personal documents as new but not more than the sum insured or any limits shown on **your** schedule.

How we settle claims for money

- 1 Where an **excess** applies, this will be taken off the amount of **your** claim.
- 2 The most **we** will pay for any one claim for **money** is the sum insured shown on **your** schedule.

Inflation protection

The sums insured and the limits shown on **your** schedule for **personal belongings** will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new sums insured and the limits shown on **your** schedule.

For **your** protection, **we** will not reduce **your** sums insured or limits if the index moves down unless **you** ask **us** to.

PEDAL CYCLES

*This part of the policy covers **pedal cycles** belonging to **your family** while in or away from **your home**, unless **your** schedule states 'Not insured under this policy'.*

What is covered

Loss of or damage to **pedal cycles** in the British Isles and temporarily elsewhere while in the possession of any of **your family**.

What is not covered

*The **excess**.*

*Loss of or damage to any **pedal cycle** left unattended in a public place unless the **pedal cycle** is locked to an object that cannot be moved.*

*Loss of or damage in **your home** when **your home** is **unoccupied**.*

*Loss by deception unless the only deception was someone tricking their way into **your home**.*

*Loss or damage after any **pedal cycle** has been outside the British Isles for a total of more than 60 days in any **insurance period**.*

How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 5).

How we settle claims for pedal cycles

- 1 If a **pedal cycle** has been damaged and can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise **we** will replace it with a new **pedal cycle** of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new **pedal cycle** of similar quality.

If **we** agree, at **your** request, not to replace or repair a **pedal cycle**, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.

- 2 **We** will not pay for any loss of value to any **pedal cycle** which **we** have repaired or replaced.
- 3 Where an **excess** applies, this will be taken off the amount of **your** claim.
- 4 The most **we** will pay for any one claim for each **pedal cycle** is either the limit per cycle or the sum insured shown on **your** schedule subject to any policy limits.

Inflation protection

The limit per cycle shown on **your** schedule will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new limit per cycle shown on **your** schedule.

For **your** protection, **we** will not reduce the limit per cycle if the index moves down unless **you** ask **us** to.

LEGAL EXPENSES

The words with special meaning which apply to this section are listed on pages 51 to 53. **You** should look at these.

This part of the policy explains the cover **we** provide for **legal expenses** up to the amount shown in **your** schedule for **any one claim** unless **your** schedule states 'Not insured under this policy'.

This section of **your** policy provides **you** with access to a wide range of effective solutions, including professional mediation, that are designed to address **your** individual circumstances.

The cover at a glance

- Personal injury
- Consumer protection
- Residential
- Employment
- Tax

If you need legal advice

If **you** or **your family** need legal advice on any personal or domestic matter or are unsure of the best way forward, just call **our** free legal helpline on the number shown on **your** schedule for expert advice and guidance at any time of the day or night.

If you think you might have a claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** immediately in writing by filling in a claim form that can be obtained from FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU.

Words with special meanings

Words used in this section of the policy that have special meanings are shown below, each word is listed and its meaning explained. These words have the meanings shown wherever they appear in this section.

There are other words with special meanings listed on pages 8 to 12 and **you** should also look at these.

Word	Meaning
Any one claim	All legal proceedings , including appeals, arising from or relating to the same original cause or event.
Arbitration	A meeting held in private to settle a dispute about the policy. This is less formal than a court hearing.
Court	A court , tribunal or other appropriate authority.
Disbursements	Money that your solicitor has spent on your behalf in dealing with your case. These amounts are different from your solicitor's own fees and will be shown as a separate item on your solicitor's bill.
Expert Witness	A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in court .
Full enquiry	Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of your tax affairs in detail.

Word

Meaning

Goods

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

Household

You, your husband, wife, **partner**, children, parents and relatives who all normally live with **you** at **your home**.

Insurer

Royal & Sun Alliance Insurance plc.

Legal expenses

Your representative's fees, costs and **disbursements** which we have agreed or the costs of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes costs following an 'out-of-court' settlement to which **we** have agreed. This does not include any damages, fines or penalties **you** have to pay. Anything more than is allowed on the **standard basis** must be paid by **you**.

Legal proceedings

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

Partner

A person **you** have a continuous relationship with who lives with **you** at **your home**.

Representative

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

Standard Basis

The basis for charging costs:

- a in England and Wales under Civil Procedure Rules rule 44.4; or
- b in Scotland under Chapter II (in Ordinary Proceedings) or Chapter IV (in Summary Cause Proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993.

Word

Meaning

Territorial limits

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

We, us, our

*FirstAssist Insurance Services Limited, which handles claims on behalf of the **insurer**.*

You can contact **us** at: FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

You, your

*The person named as **policyholder** on **your** schedule and members of **your household**.*

The cause of the action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**.

You must have told **us** about the claim within six months of the cause of action arising.
We must have given **our** agreement to support **your** claim.

What is covered

A Personal injury

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

What is not covered

Anything that is excluded on page 59 of this policy.

Any illness or injury which happens gradually or is not caused by a sudden or specific accident.

Any illness or injury which arises from or relates to the actual or alleged negligence or recklessness of a medical practitioner.

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

- death, disease or illness of or bodily injury to anyone; or*
- loss or destruction of, or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).*

*Any claim to do with **your** use of a motor vehicle, its parts or accessories (except a claim against another person or organisation for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle).*

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

What is covered

B Consumer Protection

- 1 The cost of **you** taking **legal proceedings** against another person or organisation as a result of:
 - a a dispute over a contract for buying, selling or renting **goods** or services;
 - b a person or organisation breaking the requirements of Part II, Section 13 of the Data Protection Act 1998; and where breaking those requirements results in **you** losing **money**.
- 2 The cost of defending a legal action brought against **you** as a result of a dispute over a contract for buying, selling or renting **goods** or services.

C Residential

- 1 The cost of **you** taking **legal proceedings** against another person or organisation as a result of:
 - a a person or organisation interfering with **your** legal rights relating to **your home**. (**You** must be legally entitled to live in **your home**);
 - b a dispute over a contract in **your** name to buy or sell **your home** or former home or to rent **your home** as a tenant; or

What is not covered

Anything that is excluded on page 59 of this policy.

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

Any matter connected with a money-making activity.

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

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

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

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

Anything that is excluded on page 59 of this policy.

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

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

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

What is covered

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

D Employment

- 1 The cost of **you** taking **legal proceedings** against **your** employer over **your** contract of employment.

As soon as **you** knew of the dispute **you** must have taken and followed legal advice from **us**. **You** must agree to be represented by **our** employment consultants. **You** may also use any other **representative we** allow.
- 2 The cost of defending legal action brought against **you** in the **territorial limits** as a result of prosecution which results from **your** normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these.

What is not covered

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

***Legal proceedings** between **you** and a government department or a local authority, unless **you** could lose **money** if **your** case is not successful.*

Any matter connected with a money-making activity.

Anything that is excluded on page 59 of this policy.

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

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

Anything that is excluded on page 59 of this policy.

Defending any motoring prosecutions.

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

What is covered

E Tax

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

- 1 Section 19, Schedule E of the Taxes Act 1988 on:
 - **Your** wages or salary; and
 - **Your** pension.
- 2 Section 18, Schedule D of the Taxes Act 1988 where it relates to income **you** have received on:
 - Investments in the UK;and
 - Investments overseas;

in securities listed on a recognised national or international stock exchange. This cannot be **your** main source of income.

What is not covered

Anything that is excluded on page 59 of this policy.

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

*Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation.*

*Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the legal deadline.*

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

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

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

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

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

What is covered

What is not covered

- a personal guarantee or indemnity.

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

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

Exclusions applying to the Legal expenses section.

The exclusions below apply to all the cover which the **insurer** provides under this **Legal expenses** section. **You** should also refer to the specific exclusions shown under each part of the **Legal expenses** section on pages 54 to 58 and to the general policy exclusions shown on pages 18 to 20 of this policy.

What is not covered.

- 1 Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
- 2 Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
- 3 An event which **you** report to **us** more than six months after it happened.
- 4 **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.
- 5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
- 6 Any **legal expenses** **you** could claim under any other insurance.
- 7 Any **legal proceedings** over loss or damage covered under a specific insurance policy.
- 8 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- 9 Defending **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone;
 - **your** duties as a member of a profession or **your** duties as a director or officer of any company;
 - the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.)
- 10 Any application for judicial review.
- 11 Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)
- 12 Any **legal proceedings** between **you** and **your** husband, wife or **partner** or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.

13 Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.

14 Any dispute with **us** or the **insurer** that is not dealt with under the **arbitration** condition on this page.

Policy conditions

You will need to meet the policy conditions set out in the 'Conditions and Exclusions' on pages 13 to 20 as these conditions apply to the whole policy. In addition, for this section **you** must also meet the following conditions.

1 Preventing legal proceedings

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible. The legal helpline is available 24 hours a day 7 days a week, to provide **you** with advice concerning **your** problem.

2 Arbitration

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

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

Claims conditions

You will need to meet the claims conditions set out in the 'Conditions and Exclusions' on pages 13 to 20 as these conditions apply to the whole policy. In addition, for this section **you** must also meet the following conditions.

1 Telling us about the claim

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

2 Giving our agreement

We will agree if all of the following apply:

- **we** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- the **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**.
- the **legal proceedings** will be dealt with by a **court** within the **territorial limits**.
- **you** have kept to the terms and conditions of the policy and none of the exclusions listed on page 59 apply.

If **we** do not accept **your** claim, **we** will tell **you** why.

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

3 Choosing a representative

In the period before **we** can agree that **legal proceedings** are necessary, or in the circumstances set out in claims condition 8 on page 63 **we** may take on and carry out in **your** name, any negotiations for **you**. **You** must agree to a settlement which is reasonable.

If **we** agree that **legal proceedings** are necessary, but **we** are not able or **you** do not want **us** to act for **you**, **we** will agree with **you** on a **representative** to act for **you**. **We** will suggest a shortlist of **representatives** who will be willing and able to act for **you**. **You** can choose a **representative** from this shortlist. If **you** prefer not to use a **representative** from this list, **we** will consider **your** choice. **You** will need to satisfy **us** that **your** chosen **representative** has the necessary expertise to deal with your **legal proceedings**. **You** must also confirm that he or she will not charge more than a **representative** on the list.

However, **you** can pay the difference between **your** chosen **representative's** fees and those of a **representative** on the shortlist. In some circumstances, **we** may not accept the **representative** **you** have suggested, but **we** will explain why. If **we** cannot agree on **your representative**, **you** can take the matter to an independent arbitrator. This process is set out on page 60. Any **representative** **you** choose is appointed to act for **you**.

If **we** and **you** cannot agree whether **legal proceedings** are necessary, **you** can take the matter to an independent arbitrator. This process is set out on page 60.

4 Rights and responsibilities

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

We will not pay any bills until the case is completed and the **representative** has submitted its final bill to **you**. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

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

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your case**, the **insurer** and **you** will share any **legal expenses** that are recovered.

The **insurer** and **you** will each receive the same percentage as originally paid.

5 Information your representative will need from you

You must give **your representative** all the information and help he or she may need.

This will include a truthful account of the facts of **your case** and any paperwork to do with **your case**.

6 What you and your representative must do for us

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

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

7 Appealing against a court's decision

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

- **You** tell **us** that **you** want to appeal as soon as your right of appeal arises. This is because strict time limits may apply.

- The appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims condition 2 on page 61.
- **Your** appeal meets the requirements of claims condition 2 in the same way as **your** initial claim for **legal expenses**.

8 What action we may take

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

- If the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the small claims **court**.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** or barrister in time.
- If **you** cause a delay and **your representative** thinks it will harm **your** case.

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

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

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

NO CLAIM DISCOUNT

This part of the policy explains how No claim discount works and only applies if 'No claim discount' is shown on **your** schedule.

If no incident occurs during the **insurance period** which results in a claim under the Buildings, Contents, Personal belongings and Money or Pedal cycles sections, **your** No claim discount will increase in line with **our** scale at the renewal of the policy.

For each incident that occurs during the **insurance period** which results in a claim under the Buildings, Contents, Personal belongings and Money or Pedal cycles sections, **your** No claim discount may reduce in line with **our** scale at the renewal of the policy.

You cannot transfer **your** No claim discount to anyone else.

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