Home Insurance Policy Wording

ETA

Annual

1 August 2017 to 31 July 2018 - v1





Thank you for choosing home insurance from the ETA.

You will have already noticed we are different.

Over the last 27 years, we have earned a reputation for being efficient and environmentally friendly. It's a way of working that has earned us the title of Britain's most ethical insurance company, according to The Good Shopping Guide.

Most importantly, we have a team of dedicated professionals ready to take your call should you need to make a claim. You can rest assured that your home is in safe hands.

You may be interested to learn that as part of our continuing commitment to the environment, we work hard to promote a safer and more sustainable way of life. When you buy a policy from us, you help fund campaigns ranging from Back on a Bike – a road show that encourages cycling among both young and old – to a project that helps deliver safer crossings outside schools.

Thank you for helping to make this work possible.

On behalf of our team, I welcome you to the ETA.

Best wishes

Andrew Davis

Managing Director





Contents

Key information	4
Defintions	10
Section 1 - Buildings	12
Conditions that apply to	
Section 1 - Buildings	16
Section 2 - Contents	17
Minimum security requirements	24

Conditions that apply to	
Section 2 - Contents	25
General conditions	26
General exclusions	28
Claims procedure and conditions	30
Complaints procedure and	
regulatory information	31

Useful numbers		
If you need to make a claim please call	0344 412 4259 Full information on page 30	
If you need to amend your policy please call	0333 000 1234	
If you require legal advice please call	0845 389 1050	
If you are hard of hearing you can TEXT us on	07876 557 244	
For all other enquiries please call	0333 000 1234	

Key information



Your home insurance

This is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy provided by UK General. Full terms and conditions can be found from page 15 onwards in this booklet, which will be provided when you purchase your policy or at any time on request. You will also receive a policy schedule showing the specific details of your policy and the cover(s) you have selected. It is important that you read the policy documents carefully when you receive them.

This insurance is arranged by ETA Services Ltd with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Main features and benefits of the policy	Standard policy limits	Where to find information in your
Buildings		
Buildings sum insured – covers the structure of your buildings against loss or damage	Up to £500,000	Section 1 - Buildings
Alternative accommodation if your building becomes uninhabitable following damage covered under the buildings section	Up to 20% of the buildings sum insured for a maximum of 12 months	Section 1 - Buildings
Trace and access source of leak for escape of water and escape of oil	Up to £1,000	Section 1 - Buildings
Accidental damage to fixed glass, sanitary fixtures and ceramic hobs	Up to £500,000	Section 1 - Buildings
Legal liability to the public	Up to £2,000,000	Section 1 - Buildings
Replacement of locks and keys	Up to £750	Section 1 - Buildings
Increased water meter charges	Up to £250	Section 1 - Buildings



Main features and benefits of the policy	Standard policy limits	Where to find information
Contents		
Contents sum insured – covers loss or damage to your contents whilst in your home	Up to £50,000	Section 2 - Contents
Valuables in the home	Up to 33% of the sum insured, single article limit 10%	Section 2 - Contents
Office equipment	Up to £2,500	Section 2 - Contents
Alternative accommodation if your home becomes uninhabitable following damage covered under the contents section	Up to 20% of the contents sum insured for a maximum of 12 months	Section 2 - Contents
Money	Up to £750	Section 2 - Contents
Credit cards	Up to £1,000	Section 2 - Contents
Legal liability to the public	Up to £2,000,000	Section 2 - Contents
Accidents to domestic employees	Up to £5,000,000	Section 2 - Contents
Theft of contents from a locked outbuilding	Up to £500	Section 2 - Contents
Deep freezer contents	Up to £500	Section 2 - Contents
Automatic increase in contents sum insured for weddings, birthdays and christmas – to cover gifts	Up to 10% of the contents sum insured, and a maximum of £3,000	Section 2 - Contents
Visitors' personal effects	Up to £500	Section 2 - Contents
Replacement of locks and keys	Up to £750	Section 2 - Contents

Key information



General conditions and exclusions	What is not insured	Where to find information
General policy exclusions applicable to all sections	Property more specifically covered by another insurance policy Any criminal or deliberate act by you or your family Loss or damage caused by; Radioactive contamination War Terrorism Wear and tear or any gradual deterioration Domestic pets, insects or vermin	General exclusions
Buildings	The first £1,000 of any claim for subsidence The first £250 of any claim for escape of water Storm or flood damage to gates, hedges, fences or swimming pool covers Loss or damage that occurs when the building is unoccupied for more than 30 days Loss or damage to domestic fixed fuel, oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time The policy excess	Section 1
Contents	The first £1,000 of any claim for subsidence The first £250 of any claim for escape of water Damage caused by smoke that happens gradually over a period of time Loss or damage that occurs when the building is unoccupied for more than 30 days Theft or malicious damage caused by someone lawfully on the premises Loss or damage cause by mechanical or electrical breakdown The policy excess Any claim where you have not complied with the minimum security requirements (see page 24)	Section 2



About your insurance

This insurance is arranged by ETA services and underwritten by UK General Insurance Ltd, on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at:

Königinstrasse 107 80802 Munich

UK branch office:

Plantation Place 30 Fenchurch Street LONDON EC3M 3AJ

UK General Insurance are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

The 'summary of benefits' table summarises the main benefits applicable to you. Your ETA customer statement will show the level of cover you have.

Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please return it to us within 14 days from the day of purchase, or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

If you wish to cancel your policy after 14 days you will be entitled to a pro- rata return of premium providing no claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) where we reasonably suspect fraud
- b) non-payment of premium
- c) threatening and abusive behaviour
- d) non-compliance with policy terms and conditions
- e) you have not taken reasonable care to provide complete and accurate answers to the questions we ask

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Claims

Claims will be handled by Direct Group property Services. Should you wish to claim under your policy you should call the Direct Group Property Services Claims Helpline on 0344 412 4258 or submit a claim in writing as soon as possible and within 30 days of the event to:

Direct Group Property Services
Customer Relations
Quay Point,
Lakeside Boulevard,
Doncaster,
DN4 5PL

You must give Direct Group Property Services any information or help that they may ask for. You must not settle, reject, negotiate or agree to pay any claim without their written permission. Full details of how to claim can be found on page 34 of this booklet.

Key information



Complaints procedure and regulatory information

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the complaints procedure below.

Complaints regarding the sale of a policy:

Please contact our customer care team by calling 0333 000 1234 or by emailing customercare@eta.co.uk. If your complaint about the sale of your policy cannot be resolved by the end of the third working day, we will pass it to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

0845 218 2685 customerrelations@ukgeneral.co.uk

Complaints regarding claims:

Direct Group Property Services
Customer Relations
Quay Point,
Lakeside Boulevard,
Doncaster,
DN4 5PL
0344 854 2072
customer.relations@ryandirectgroup.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Ltd and quote scheme reference: **06473A**.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR
0300 123 9 123
complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Great Lakes Reinsurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.



Data Protection

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. we may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Claims and Underwriting Exchange

We may use your personal information to prevent crime. In order to prevent crime we may:

Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. we may pass your personal information to the operators of these registers, including but not limited to information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

Law applicable to the insurance

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within Britain in which your main residence is situated.

Definitions

The following definitions have the same meaning wherever they appear in your policy or schedule and are highlighted in bold:

- Accidental damage means sudden and unexpected damage, occurring at a specific time and caused by external means.
- Bedroom means a room used as or originally designed and built to be a bedroom even if now used for another purpose.
- 3. Buildings mean the property, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by you, or for which you are legally responsible, all being situated at the address(es) in the United Kingdom.
- 4. **Business** means any employment, trade or profession.
- 5. Consequential loss means costs which are incurred as a direct consequence of any event which led to a claim being made under this policy. For example, mobile telephone call charges following the loss of a mobile telephone.
- 6. Contents are defined as household furniture and goods; fittings; personal effects and possessions, plus TV aerials and masts which are the property of you or members of your family permanently residing with you or for which you are legally liable. Contents includes office equipment and office furniture used by you or your family for business or professional purposes up to £5,000 when in your home, owned by, or the legal responsibility of you or a member of your family.
- 7. Cost of rebuilding means the full cost of reconstruction of the buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.
- Credit cards means credit, cheque, debit, charge or cash cards, issued in the British Isles and held for personal or charitable purposes by you or your family.
- 9. **Endorsement(s)** means a specific term, condition or variation to the **policy**.

- 10. **Excess** is the amount **you** must pay towards any claim.
- 11. **Family** names **you**, **your** domestic partner and other relations that permanently reside with **you**.
- 12. Home means the property, fixtures and fittings that you are responsible for. If there are no business visitors to the property and no employees, one room may be used as an office. Unless we say otherwise in the schedule, the main building of your property must be made of brick, stone or concrete and have a slate, tile, metal or concrete roof.
- 13. Insurers / we / us / our means the ETA and UK General Insurance Limited, on behalf of Great Lakes Reinsurance SE.
- 14. Money means coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens, held for private purposes by you or your family.
- 15. Monthly premium payment means the agreed amount payable by you each month in order that cover remains in force under the terms and conditions of this policy wording.
- 16. Office equipment means office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.
- 17. Outbuildings means single storey garages, sheds and summerhouses, with maximum eaves height of 2.5 metres and maximum overall height of four metres with a dual pitched roof, or three metres for any other roof.
- 18. **Period of insurance** means the date the insurance commences as shown on **your policy schedule**

•

- 19. Personal effects means clothing or other items normally carried on or about you, excluding the following:
 - **Valuables**, **money**, household goods, pedal cycles, sports equipment, items relating to **business**, camping equipment.
- Personal possessions means jewellery, watches, valuables, money, household goods, sports equipment excluding pedal cycles or items relating to business.
- 21. **Policy** incorporates the **Policy** booklet, the **schedule** and all terms, conditions and **endorsements** of **your** insurance contract with **us**.
- 22. Property means the private house or flat and its domestic outbuildings (including garages), at the address shown on your schedule, all used for domestic purposes only.
- 23. **Schedule** means the document which provides specific details of the insurance cover in force.
- 24. **Sum insured** means the amount as shown in the **schedule** and being the maximum amount **we** will pay in the event of any claim on this **policy**.
- 25. **Unfurnished** means without sufficient furniture and furnishings for normal living purposes.
- 26. Uninsurable risks means wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.
- 27. **United Kingdom** means Great Britain, Isle of Man, Channel Islands and Northern Ireland.
- 28. Unoccupied means the property is deemed to be unoccupied when it is not lived in by you. Unoccupancy is deemed to start from the date that

- **you** last vacated the **property**, which may predate the inception of the insurance granted by this **policy**.
- 29. **Valuables** means articles made from precious metals, jewellery, watches, stamps, medals, photographic equipment, furs, curios, works of art and **home** computer equipment.
- 30. **Vehicle** means any **vehicle** or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the **vehicle**).

But not the following while being used for their intended purpose and by a person for whom they were designed:

- · Ride-on lawnmowers
- Electrically powered wheelchairs and mobility scooters
- · Electrically powered children's ride on toys
- · Electrically assisted bicycles
- Pedestrian controlled electrically powered golf trolleys
- Model watercraft
- Hand-propelled watercraft (such as a surfboard or rowing boat)
- 31. You / your means the person(s) as specified in the schedule, or in the event of their death, their legally appointed representative.

Section 1 - Buildings

We cover your buildings against loss or damage caused by the following:

	Cover	Exclusions
1	Fire, smoke, explosion, lightning, or earthquake.	a) loss or damage caused by smog, industrial or agricultural output
2	Storm or flood.	 a) loss or damage caused by frost b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts c) loss or damage caused by rising water table levels
3	Escape of water or oil from any fixed water or heating installation, apparatus and pipes.	 a) loss or damage whilst the buildings are unoccupied for 30 days or more b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped c) loss or damage caused by gradual emission d) subsidence, heave or landslip damage caused by escaping water or oil
4	Damage to your plumbing installation caused by freezing or bursting.	 a) loss or damage to your plumbing external to your home or in any outbuilding b) loss or damage caused by corrosion, wear and tear or rust c) loss or damage occurring after your home has been unoccupied for more than 30 days in a row
5	Theft or attempted theft caused by violent and forcible entry or exit.	 a) theft or attempted theft by any person lawfully on the property b) loss or damage whilst the buildings are unoccupied for 30 days or more c) loss or damage caused by deception, unless deception is used solely to gain entry to your property
6	Collision or impact by any animal, vehicle , aircraft or aerial devices and including items dropped from them.	General exclusions apply.
7	Riot, civil commotion, labour and political disturbances.	a) losses not reported to the police within 72 hours

	Cover	Exclusions
8	Malicious damage or vandalism.	a) loss or damage whilst the buildings are unoccupied for 30 days or moreb) malicious damage or vandalism by person lawfully on the property
9	Subsidence, landslip or heave of the site upon which the buildings stand.	 a) loss or damage caused by erosion of any coast or riverbank b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time and by the same cause c) loss or damage caused by structural repairs, alterations, demolitions or extensions d) loss or damage arising from faulty or defective workmanship, designs or materials e) normal settlement, shrinkage or expansion f) loss or damage that originated prior to the start of this policy g) loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main building are damaged at the same time and by the same cause h) loss or damage to buildings caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the buildings
10	Falling trees, telegraph poles, lampposts, fixed aerials, dishes and masts.	a) loss or damage caused by maintenance to treesb) loss or damage to gates and fencesc) loss or damage to aerials, dishes and masts
11	Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property.	a) loss or damage whilst the buildings are unoccupied for 30 days or moreb) loss or damage caused by chipping, denting or scratching
12	Accidental damage to underground pipes, tanks, cables and services for which you are responsible.	a) loss or damage due to wear and tear or gradual deteriorationb) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs

Section 1 - Buildings (continued)

	Cover	Exclusions
13	The cost of alternative accommodation incurred by you as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy .	 a) any amount in excess of 20% of the building Sum Inured b) losses incurred in any period exceeding 12 months from the date that the property became uninhabitable, unless shown otherwise in the schedule c) loss or damage where a valid claim has not been accepted by insurers under section 1, perils 1-10
14	Increased metered water charges incurred by you , which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this policy .	a) any amount in excess of £250 in any period of insurance
15	Expenses incurred by you as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building , following loss or damage caused by any of the perils listed in Section 1 of your policy .	a) any fees charged in the preparation of a claim
16	Expenses incurred by you in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 12 of this policy .	a) any amount in excess of £1,000 b) loss or damage to the apparatus from which water or oil has escaped
17	Purchaser's interest If you have contracted to sell the buildings and the purchaser has not insured the property before completion, the purchaser will have the contractual right to benefit of Section 1 of this policy between exchange of contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.	General exclusions apply.

	Cover	Exclusions
18	Emergency access We will provide cover for damage to the home caused by forced access by the fire, police or ambulance services as a result of an emergency.	a) any amount in excess of £750
19	Replacement of locks and keys We will pay to replace and fit locks on the outside doors of your home, or to any safe or alarm system in your home, if the keys have been lost or stolen.	a) any amount in excess of £750
20	Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless shown otherwise on the schedule) in respect of all sums for which you are legally liable, as the owner of the buildings , to pay as compensation for accidental death or injury to any person, or loss or damage to third party property , including defence costs and expenses incurred with Our prior consent.	 a) bodily injury or death to any person who is engaged in your service, or is a member of your family or household b) any claim arising directly or indirectly from the transmission of any communicable disease c) damage to property under your custody or control d) any claim arising out of any profession, occupation or business, other than through private letting of the property e) any claim arising out of the ownership, possession or operation of: any mechanically propelled vehicle (other than a private garden vehicle) operated within your property any power operated lift any aircraft or watercraft any a caravan, whilst being towed any dogs designated as dangerous under the Dangerous Dogs Act 1991 f) any claim arising out of pollution or contamination g) any claim where you are entitled to indemnity under any other insurance h) any cost or expense not agreed by us in writing

Conditions that apply to Section 1 - Buildings

Index-linking clauses

If **you** have provided **us** with the Sums Insured in Section 1, these may be adjusted each month in accordance with the House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors, or another appropriate index. No additional premium will be charged for each monthly Increase.

At each renewal **you** will be requested to provide or confirm the Sums Insured which will be used as the basis to calculate the premium required. The sums insured will be shown on the renewal **schedule**.

Basis of claims settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, as long as the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, **our** liability will:

- not exceed the proportion that the Sum(s) Insured bears to the full cost of reconstruction of the property, as shown in the schedule
- not exceed the sum insured for the property, as shown in the schedule.

It is **your** responsibility to ensure that, at all times the **buildings sum insured** reflects the total cost of reinstatement and associated fees.

If the **sum insured** isn't enough to cover the cost to rebuild **your buildings**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to rebuild **your buildings**, **we** will pay no more than 75% of **your** claim.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Your excess

You will have to pay any excess(es) shown in your schedule. This includes the specific Excesses for:

- subsidence, heave or landslip
- · escape of water.

We will only take off one excess for each claim, unless there is an endorsement shown in your policy schedule to say otherwise.

If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

Section 2 - Contents

We will cover the contents in your home against loss or damage caused by the following:

	Cover	Exclusions
1	Fire, smoke, explosion, lightning, or earthquake.	a) loss or damage caused by smog, industrial agricultural output
2	Storm or flood.	 a) contents in the open b) loss or damage caused by frost c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts d) loss or damage caused by rising water table levels
3	Escape of water or oil from any fixed water or heating installation, apparatus and pipes. Including £250 of additional metered water charges incurred by you and resulting from any of the causes 1-9 of Section 2 of this policy .	 a) loss or damage whilst your home is unoccupied for 30 days or more b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped c) loss or damage caused by gradual emission d) subsidence, heave or landslip damage caused by escaping water or oil
4	Theft or attempted theft caused by violent and forcible entry or exit.	 a) theft or attempted theft by any person lawfully on the property b) loss or damage whilst the your home is unoccupied for 30 days or more c) any amount in excess of £500 in respect of contents contained within locked detached domestic outbuildings and garages d) any amount in excess of £250 in respect of contents contained within unlocked detached domestic outbuildings and garages e) any amount in excess of £250 in respect of flowers, plants, shrubs, trees and any growing matter not in pots or containers
5	Collision or impact by any animal, vehicle , aircraft or aerial devices and including items dropped from them.	General exclusions apply.
6	Riot, civil commotion, labour and political disturbances.	a) losses not reported to the police within 72 hours

Section 2 - Contents (continued)

	Cover	Exclusions
7	Malicious damage or vandalism.	 a) loss or damage whilst your home is unoccupied for 30 days or more b) malicious damage or vandalism by any person lawfully on the property
8	Subsidence, landslip or heave of the site upon which the buildings stand.	 a) loss or damage caused by erosion of any coast or riverbank b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time and by the same cause c) loss or damage caused by structural repairs, alterations, demolitions or extensions d) loss or damage arising from faulty or defective workmanship, designs or materials e) normal settlement, shrinkage or expansion f) loss or damage that originated prior to the start of this policy g) loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main building are damaged at the same time and by the same cause h) loss or damage to contents caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the buildings
9	Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	a) loss or damage caused by maintenance to treesb) loss or damage to gates and fencesc) loss or damage to aerials, dishes and masts
10	Accidental damage to mirrors, fixed glass, glass topped furniture and ceramic hobs.	 a) loss or damage whilst your home is unoccupied for 30 days or more b) loss or damage caused by chipping, denting or scratching

	Cover	Exclusions
11	Accidental damage in the home to: Desktop computers, Audio, hi-fi, television, telecommunication, video or DVD equipment, Satellite television receiving equipment or television and radio aerials (but not mobile phones, laptop computers, Ipads and tablet computers, computer software, hand-held computers or electronic toys).	 a) loss or damage after the property has been unoccupied for more than 30 days in a row b) loss or damage caused by electrical or mechanical breakdown c) loss or damage caused by wear and tear, depreciations, gradually operating causes, process of cleaning, repair or restoration d) any amount exceeding £1,500 for any single item or set
12	The costs of alternative accommodation incurred by you , as a result of your home becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this policy .	 a) any amount in excess of 20% of the contents sum insured b) losses incurred in any period exceeding 12 months from the date that the property became uninhabitable, unless shown otherwise in the schedule c) loss or damage where a valid claim has not been accepted by insurers under Section 2, perils 1-11
13	Deep freezer contents We will pay up to the £500 for food in a domestic deep freezer in the home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.	a) loss or damage from fridges/freezers over 10 years from new b) deliberate act of the utility provider
14	Personal money and credit cards Loss of money in your home, up to £750 for any one loss. Your liability under the terms of your credit cards, up to a maximum of £1,000 for any one loss.	 a) any loss unless the terms and conditions under which the card is issued have been fulfilled b) losses not reported to the Police within 24 hours of discovery of loss c) any loss as a result of unauthorised use by a member of your family or a person residing with you d) loss caused by accounting errors or omissions e) depreciation in value

Section 2 - Contents (continued)

	Cover	Exclusions
15	Office equipment We will pay for damage caused by perils 1-9, Section 2 up to the £2,500 for office equipment, computers, monitors, scanner and printers used for your business.	General exclusions apply.
16	Valuables We will pay for damage caused by perils 1-9, Section 2 up to £2,000 any one item of valuables, subject to a maximum of £10,000 in total, unless specifically noted on your schedule.	General exclusions apply.
17	Visitors' personal effects We will pay for damage caused by perils 1-9, Section 2 up to £500 for visitors personal effects whilst in your home unless otherwise insured.	General exclusions apply.
18	Weddings, birthdays and religious festivals The sum insured shown in the schedule for contents in the home will be automatically increased by 10%, subject to a maximum of £3,000 a) during the month of any religious festival or celebration b) for 30 days before and after your wedding day, and; c) for 7 days after family birthdays to cover wedding, birthday, Christmas or other gifts	General exclusions apply.
19	Replacement of locks and keys We will pay to replace and fit locks on the outside doors of your home, or to any safe or alarm system in your home, if the keys have been lost or stolen.	a) any amount in excess of £500

	Cover	Exclusions
20	Contents in the garden We will pay for damage caused by perils 1-9, Section 2 up to £500 for contents outside the structure of your building but within the boundaries of your home	 a) any amount in excess of £500 b) loss or damage to money c) loss or damage by impact other than impact by a vehicle, train or animal d) loss or damage while the home is unoccupied or unfurnished for more than 30 consecutive days e) loss or damage to plants and trees
21	Occupier's and personal liability We will pay up to £2,000,000 to cover your legal liability for damages you have to pay if someone makes a claim against you or your family for: • accidental death or illness of, or bodily injury to, any person • accidental loss of or damage to property. that happens within the period of insurance on your schedule. This will also include costs, expenses and legal fees for defending you, if we have agreed this in writing beforehand. This section covers liabilities arising from You occupying your property. Any liability that arises solely from you owning your home, not as occupier of the property, is not covered under this section. However if you have buildings cover, this covers liabilities arising from you owning your home.	Excluding any liability relating to or arising from: a) death or illness of or bodily injury to you, your family or your domestic staff b) damage to property belonging to or being looked after by you, your family or your domestic staff c) death, illness, injury, loss or damage caused by: i. You owning or occupying any land or building except your home or temporary holiday accommodation ii. any business iii. an agreement, unless that liability would have existed anyway. d) You owning, keeping or using any: i. Vehicles ii. drones or model aircraft iii. hoverboards, airboards, self-balancing boards or scooters iv. animals except domestic pets v. horses, ponies, donkeys or mules vi. dangerous dogs as described under the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation. e) any disease that can be passed from one person to another

Section 2 - Contents (continued)

	Cover	Exclusions
22	Tenant's liability (applicable if the buildings are rented) Any amount which you become legally liable to pay as a tenant and not as an owner of the buildings up to 20% of the contents limit shown in the schedule in respect of: a) damage to the buildings by any of the perils 1-11, Section 1 of this policy .	General exclusions apply.
23	We will pay for damages and claimants' costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to £10,000,000 in connection with any one claim or series of claims made against you or your family arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands. We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against you or your family.	 a) liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family b) any agreement unless you would have been liable had the agreement not been made c) any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom d) liability arising from any business or profession e) liability for death of, bodily injury to, or illness or disease of any member of your family f) liability for which compulsory insurance or security is required by any road traffic legislation

	Cover	Exclusions
24	Contents temporarily removed. We will pay up to £5,000 for loss or damage to your contents caused by any of the perils listed in 1 to 9, Section 2 whilst temporarily removed from your home and in occupied premises where you or a member of your family is residing or employed within the United Kingdom and/or up to £2,000 to your contents belonging to your offspring whilst at University or College and contained within halls of residence or private accommodation.	 a) loss or damage from theft unless involving forcible and violent entry or exit b) loss or damage from a mobile home, motor home or caravan c) contents removed for sale or exhibition or to furniture storage areas d) loss or damage in a furniture depository e) loss or damage caused by storm or flood to property not in a building f) loss or damage listed under other exclusions. g) loss or damage to money h) camping equipment The maximum payable under this section is £5,000 in total. The maximum payable per single item under this section is £1,000. The maximum payable per single item for contents whilst at a halls of residence or private student accommodation is £500 and specifically excludes laptops, mobile phones and I-pads or tablet computers.

Minimum security requirements

Your insurance premium is based on the information you provide us with, including your postcode.

For **homes** that fall within certain postcodes, **we** require a minimum level of security to have been fitted in order for cover under Section 2 - Contents to be valid.

This will have been explained at the time of you purchasing your policy. Please contact us if you have any questions.

Entrance	Acceptable	Not acceptable
Type of lock on the final exit door	Five lever morticed deadlock Lock conforming to BS3621 Key-operated multi-point lock	No lock Rim automatic deadlatch with keylocking handle, Other lock type
Type of lock on external patio/sliding/ French doors	No patio/sliding/French doors Top and bottom key-operated lock Central rail key-operated lock Key-operated multi-point lock	Other lock type
Type of lock on other external doors	Five lever mortice deadlock, Lock conforming to BS3621 Key-operated multi-point lock Key operating bolt on top and bottom	No lock Rim automatic deadlatch with keylocking handle Other lock type
Window Locks	Key operated metal locking device on all accessible window	Other lock type

Conditions that apply to Section 2 - Contents

Index-linking clause

If **you** have provided **us** with the sums insured in Section 2 & 3, these may be adjusted each month in accordance with the Consumer Durables section of the Retail Price Index, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **you** will be requested to provide or confirm the Sums Insured which will be used as the basis to calculate the premium required. The Sums Insured will be shown on the renewal **schedule**.

Basis of claims settlement

In the event of loss or damage to **your contents** or **personal possessions**, **we** will replace the damaged **contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **policy**, **our** liability will:

- not exceed the proportion that the Sum(s) Insured bears to the full cost of replacement of your contents, as shown in the schedule
- not exceed the sum insured for your contents, as shown in the schedule.

It is **your** responsibility to ensure that, at all times the **contents sum insured** reflects the total cost of replacement as new.

If the **sum insured** isn't enough to cover the cost to replace **your contents** as new, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to replace **your contents** as new, **we** will pay no more than 75% of **your** claim.

We will not pay for the cost of replacing or repairing any undamaged item(s) of **your contents** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Your excess

You will have to pay any excess(es) shown in your schedule. This includes the specific excesses for:

- · subsidence, heave or landslip
- · escape of water.

We will only take off one excess for each claim, unless there is an endorsement shown in your policy schedule to say otherwise.

If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

General conditions

Applicable to all sections of this insurance.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we may ask as part of your application for cover under the policy;
- b) to make sure that all information supplied as part of your application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in line with the requirement of the act may mean that **your policy** is invalid and that it does not operate in the event of a claim.

Claims and Underwriting Exchange

We may use **your** personal information to prevent crime. In order to prevent crime **we** may:

Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. we may pass your personal information to the operators of these registers, including but not limited to information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

Duty of care

You must take actions to prevent loss or damage to your property and ensure that your property is maintained in a good state of repair. All protections installed for the protection of the building must be regularly maintained and be in use when the building is left unattended, or when any occupants have retired for the night.

Changes in circumstances

It is important that **you** keep **us** advised of any change in **your** circumstances. **Your policy** has been based on the information **you** have given **us** and **you** must advise **us** immediately of changes such as:

- Your property becomes unoccupied for more than 30 days
- You, any member of your family is convicted of any criminal offence
- You, any member of your family is declared bankrupt, or has been served with a County Court Judgement
- You, any member of your family use the home for business or professional purposes.

Unoccupancy

- If the **buildings** as specified in the **schedule** will be left unattended for 14 days or more, **you** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius
- You must notify us if the buildings as specified in the schedule are to be become unoccupied for more than 30 days in any single period

Notice of building works

You must notify **us** prior to the start of any conversions, alterations and extensions to any **buildings** specified in the **schedule**.

Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please return it to us within 14 days from the day of purchase, or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

If you wish to cancel your policy after 14 days you will be entitled to a pro- rata return of premium providing no claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) where we reasonably suspect fraud
- b) non-payment of premium
- c) threatening and abusive behaviour
- d) non-compliance with policy terms and conditions
- e) you have not taken reasonable care to provide complete and accurate answers to the questions we ask

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other insurance

If **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay Our share of any claim.

General exclusions

Applicable to all sections of this insurance.

This **policy** does not cover the following:

1. Radioactive contamination

Notwithstanding any provision to the contrary within this **policy** or any **endorsement** thereto, this **policy** excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to **you**, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

- a) irradiation or contamination by nuclear material; or
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c) any device or weapon employing atomic or nucle or fission and / or fusion or other like reaction or radioactive force or matter.

2. War and civil war

Notwithstanding anything to the contrary contained herein this **policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **property** by or under the order of any government or public or local authority.

3. Terrorism

Notwithstanding any provision to the contrary within this **policy** or any **endorsement** thereto, it is agreed that this **policy** excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons; or
- (ii) involves damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

This **policy** also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this **policy** will pay actual loss or damage (but not related cost or expense) caused by any act of terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

4. Deliberate act

Loss or damage caused intentionally by **you**, or anyone working on **your** behalf.

5. Existing damage

Loss or damage occurring prior to the commencement of **your** insurance **policy**.

6. Sonic pressure

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

7. Consequential loss

Consequential loss as a result of any claim under this **policy**. For example, the cost of phone calls following the theft of a mobile phone.

8. Wear and tear

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

9. Computer date recognition and viruses

Loss or damage to computer equipment caused by computer date changes and/ or computer viruses. For the purposes of this exclusion, "viruses" includes any programs or software which affects computer programs and/or functionality.

10. Motor vehicles

Loss or damage caused to any motor **vehicle** (other than a private garden **vehicle**), caravans, trailers or watercraft and/or their accessories.

11. Domestic pets

Loss or damage caused by domestic pets, insects or vermin.

12. Electronic data

Notwithstanding any provision to the contrary within this Reinsurance Agreement or any **endorsement** thereto, it is understood and agreed as follows:

(a) This **policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this **policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **policy** period to **property** insured by this **policy** directly caused by such listed peril.

Listed Perils: Fire, Explosion

Claims procedure and conditions

If **you** need to make a claim under this **policy**, **you** must do the following:

 a) provide us with full details of your claim as soon as possible after the event and always within 30 days.
 In the first instance, please contact our claims management service:

Direct Group Property Services (Nexus)
PO Box 800
Halifax
HX1 9ET
0344 412 4259

- b) immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number
- c) take all steps necessary to reduce further loss, damage or injury
- d) provide us with all information and evidence, including written estimates and proof of ownership and value that we may request
- e) do not, under any circumstances effect full repairs without our prior written consent
- f) under no circumstances must you admit any liability or responsibility or negotiate or settle any aspect of any claim without our permission in writing

On receipt of a notification of a claim, **we** may do the following:

- a) enter any **building** following loss or damage
- b) negotiate, defend or settle any claim made against **you**
- c) prosecute in your name for our benefit, any other person in respect of any claim we may have to pay
- d) appoint a loss adjuster to handle the claim on our behalf
- e) arrange to repair the damage to the **building** and/or any other **property** or item and handle any salvage appropriately

UK General Insurance Ltd are an **insurers** agent and in the matters of a claim act on behalf of the insurer.

When making a claim, please quote reference **06473A** to the claims handler.

Fraudulent or false Claims

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

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

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

Complaints procedure and regulatory information

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding sale of the policy:

Please contact our customer care team by calling 0333 000 1234 or by emailing customercare@eta.co.uk. If **your** complaint about the sale of **your policy** cannot be resolved by the end of the third working day, **we** will pass it to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

0345 218 2685 customerrelations@ukgeneral.co.uk

For complaints regarding claims:

Direct Group Ltd Customer Relations Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL

0344 854 2072

customer.relations@ryandirectgroup.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference **06473A**.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a **business** capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

0300 123 9 123

complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of **business** and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data protection

Please note that any information provided to **us** will be processed by **us** and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.



Home Insurance Policy Wording 1 August 2017 to 31 July 2018

