



# PREFERRED CHOICE

Home insurance policy



### **Helplines**

Available 24 hours a day, 365 days a year

#### **Emergency Assistance:**

0870 607 6513

#### **Legal Advice:**

01455 896143

(Please quote Scheme Code Number 70446)

#### **Counselling Services:**

01455 896143

#### **Medical Help:**

020 8763 3325

# 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 comply with all policy conditions and you should familiarise yourself with any requirements.

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

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

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

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

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

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

## *Preferred Suppliers*

We take pride in the claims service we offer to our customers. Our philosophy is 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.

# 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](mailto: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:

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

Telephone: 0845 080 1800

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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 complaints 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.



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# Helplines

## *Helpline services we arrange for you*

As an RSA customer, **your family** has access to **our** helplines and emergency service 24 hours a day, 365 days a year.

Whenever **you** need help, all **you** need to do is phone the appropriate number. Quote **your** policy number and tell **us** about **your** problem. **We** will do the rest.

These services are free and **you** can use them while **you** have insurance with **us**.

## *Emergency Assistance: 0870 607 6513*

In a domestic emergency just call **our** emergency assistance helpline.

## *Legal Advice: 01455 896143 Quoting Number 70446*

**We** provide help with any personal legal problems, including tax.

## *Counselling Services: 01455 896143*

If **you** have any problems at home or at work, **our** qualified professional counsellors are there to help.

## *Medical Help: 020 8763 3325*

**You** can talk about any medical concerns with **our** in-house medical experts who are supported by the latest computerised clinical databases.

## About your policy

### *Your policy is made up of the following:*

The **schedule** which shows which sections of the policy wording apply to **you**, the sums insured and the premium **you** will pay. It will show any special terms which apply to **your** policy.

This schedule includes a **summary of limits** which shows any special limits which apply to the cover.

**You** should read the **schedule** and policy wording together.

**Your** policy tells **you** exactly what is and what is not covered, how **we** settle claims and other important information.

**We** have listed words with special meanings on pages 26 to 29.

They are printed in bold type whenever they appear in the policy.

**We** have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are also some general exclusions which apply to **your** policy and **we** have listed these on page 25.

## *The insurance contract*

This policy is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance.

**We** will provide cover for the sections of the policy shown on the **schedule** for the **insurance period**. **You** must pay the premium for the **insurance period** and keep to all the conditions which are set out on pages 23 to 24.

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

We can both choose the law which will apply to this contract. This contract is governed by Scottish Law if **you** live in Scotland and English Law if **you** live elsewhere in the UK unless it says differently anywhere else in the policy.

Royal & Sun Alliance Insurance plc have produced this policy.

## How to make a claim

### Follow the steps below

- 1 In an emergency, **you** should take any immediate action which **you** need to protect **your** property from further damage, such as switching off the gas, electricity and water.
- 2 If the emergency situation continues or **emergency repairs** are needed, phone **us** on 0870 607 6513.
- 3 Check **your schedule, your summary of limits** and policy wording to see if **you** are covered for the loss or damage. Read carefully any conditions that may apply and the sections in the policy headed 'What is not covered'.
- 4 Read the 'Claim conditions' on page 22 and follow any instructions given.
- 5 Contact **us** at the address and phone number shown on **your schedule** or contact **your** insurance adviser and quote **your** policy number for advice on policy cover and how to go ahead with **your** claim.
- 6 Please do not throw away any damaged items before **we** have had a chance to inspect them.

## What we will do

(This will depend on the type of claim and the value involved.)

- 1 **We** may be able to settle the claim from the information **you** have given on **your** claim form. This is why it is important to keep receipts, valuations and photographs of more expensive items to speed up the time it takes to settle the claim.
- 2 **You** may be able to start repairs straight away but **you** will need to get estimates for repairs first.
- 3 **We** may need to contact **you** for more information.
- 4 **We** may need to send a member of **our** claims staff or a loss adjuster to find out more about **your** claim. A loss adjuster specialises in dealing with insurance claims. He or she will report to **us**. **We** will pay any fee involved.

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

## *Emergency assistance*

### What is covered

- a **We** will arrange for an experienced and competent contractor to make **emergency repairs** as long as **you** tell **us** about the emergency by phoning the emergency assistance helpline (0870 607 6513).
- b **We** will arrange for overnight accommodation for **your family** if **we** accept that **your home** cannot be lived in because of the emergency.

### What is not covered

### *Emergency assistance section – Claims settlement*

**We** will pay the cost of the **emergency repairs** and overnight accommodation.

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

# Buildings

## Your cover

This part of the policy sets out the cover **we** provide for the **buildings of your home** if this section is shown on **your schedule**.

### What is covered

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Loss or damage to the **buildings**

### What is not covered

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The **excess** shown in **your schedule**.

Storm or flood damage to fences and gates.

Loss or damage caused by:

- malicious people or vandals;
- freezing water in fixed water or fixed heating systems;
- water escaping from washing machines, dishwashers, fixed water or fixed heating systems;
- oil escaping from a fixed heating system;
- theft or attempted theft

while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.

The subsidence, heave or landslip **excess** shown in **your schedule** for each claim for any such damage.

Damage by subsidence, landslip or heave:

- to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time;
- to solid floors, or damage caused because solid floors have moved, unless the foundations of **your home** are damaged by the same cause and at the same time;
- caused by new structures bedding down or newly made-up ground settling;
- caused by the coast or a river bank being worn away;
- caused by or from **your home** being altered or repaired.

## What is covered

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### Cover during sale

If **you** sell **your home** and, between the date **you** exchange contracts and the date **you** complete the sale, it is damaged by anything covered by this section, **we** will provide cover for the person buying **your home** when the sale has been completed.

## What is not covered

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

*Loss or damage caused by chemicals reacting with any materials which the **home** is built from.*

*Loss or damage caused by:*

- frost;*
- anything which happens gradually;*
- wear and tear;*
- pets, insects, vermin, fungus or damp.*

*The cost of maintenance and routine decoration.*

*Loss or damage caused by:*

- malicious people or vandals*
- theft or attempted theft*

*if the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.*

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

## What is covered

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### Short-term accommodation costs

If **your house** cannot be lived in because of damage by anything covered by this section **we** will pay the reasonable cost of similar short-term accommodation for **your family**, and pets, who normally live in **your home**.

### Trace and access

**We** will pay the cost of removing and replacing any part of the **buildings** necessary to repair a household heating or water system which has caused an escape of water or oil.

### Legal fees for removal of squatters

Legal fees which **you** have to pay to repossess **your home** if squatters are living in it.

### New fixtures and fittings

**We** will pay for loss or damage to new fixtures and fittings (including fitted furniture and appliances) whilst in the **home** for installation or, in the course of installation provided that no structural alterations to the **buildings** are required.

### Damage by the emergency services

**We** will pay for damage to the **buildings** caused when the fire, police or ambulance services have to force an entry into or exit from **your home** because of an emergency.

## What is not covered

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*Any costs **your family** should pay once **your home** can be lived in again.*

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

*The most **we** will pay for any claim is the limit shown on **your summary of limits**.*

*The most **we** will pay in any one **insurance period** is the limit shown on **your summary of limits**.*

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

*The most **we** will pay is the limit shown on **your summary of limits**.*

*Loss or damage to any item left in the open.*

*Any loss or damage occurring where there is a contractual requirement for specific insurance to be effected or;*

*where the contractor is required to be a joint policyholder.*

*The most **we** will pay for any one claim is the amount shown on **your summary of limits**.*

*The most **we** will pay for any one claim is the amount shown on **your summary of limits**.*

## What is covered

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Legal responsibilities as **owner**

**Your** legal responsibility to pay damages or costs to others which are the result of:

- accidental death, disease, illness or injury to anyone; or
  - **accidental damage** to property.
- a **We** will pay up to the limit shown in **your summary of limits** for this cover for any single event that happens during any **insurance period** if **you** are the **owner** (not the **occupier**) of the **home** and its land.
- b **We** will pay up to the limit shown in **your summary of limits** for this cover for any single event that happens during any **insurance period** and is caused by **you** having owned and lived in any home in the past, and which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

**We** will only pay if:

- at the time of the event, **you** no longer have a legal title or any other interest in that home; and
- there is no other insurance which covers **your** legal responsibility.

If this policy is cancelled when **you** sell **your home**, **you** will be insured for up to 7 years under the terms of paragraph b, as long as **you** do not have this cover under another policy.

If something has already happened which is covered under this paragraph, but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

## What is not covered

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*Anything belonging to any of **your family** or anything it is responsible for.*

*Injury, death, disease or illness to anyone employed by any of **your family**.*

*Any of **your family** owning or using any lift (except stairlifts).*

*Any agreement or contract which adds any responsibility which **you** would not have had otherwise.*

*Any responsibility resulting from any of **your family's** employment, business or profession except **your** legal responsibility to visitors to **your home** in connection with a clerical business **you** operate from **your home**, which **you** have notified **us** of and **we** have accepted.*

*Injury, death, disease or illness to any of **your family**.*

*Any defence costs and expenses **you** pay or agree to pay without **our** written permission.*

*Damage, injury, death, illness or disease which happens outside any **insurance period**.*

## *Buildings section – Claims settlement*

### *How we settle claims under the Buildings section*

As long as the damage is covered under **your** policy, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, including **fees and other costs**. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will take off an amount for wear and tear.

### *If your sum insured is too low*

If at the time of any loss or damage the sum insured is less than the **full rebuilding cost**, **we** may only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of rebuilding, **we** may only pay 80% of **your** claim.

### *If repairs or replacement are not carried out*

If **you** do not repair or replace the **buildings**, **we** will pay the reduction in market value of the **buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

### *Building regulations, local authority or legal conditions*

**We** will not pay the cost of meeting any outstanding building regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **buildings**.

**We** will not pay if the value of **your buildings** is reduced because **you** have repaired or replaced the **buildings**.

### *Excess*

**We** will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

### *Inflation protection – index linking*

**We** will change **your** sum insured each month using the House Rebuilding Cost Index or another similar index. If **your** sum insured increases because of index linking, **we** will not make any charges until **you** renew the policy.

For **your** protection if the index moves downwards, **we** will not reduce **your** sum insured or limits.

Index linking will continue while **your buildings** are repaired or replaced as long as **your** sum insured, at the time of any damage, covers the **full rebuilding cost**, and **you** make sure any work is carried out as quickly as possible.

### *The most we will pay*

The most **we** will pay for any one claim for **buildings** including **fees and other costs**, is the **buildings** sum insured shown on **your schedule**. There may be special limits shown on **your schedule**.

The sum insured on **buildings** will not be reduced after a claim is paid.

## Trees, shrubs, plants and lawns

### *Your cover*

This part of the policy sets out the cover **we** provide for trees, shrubs, plants and lawns.

#### What is covered

Trees, shrubs, plants and lawns

Damage caused by the following:

- 1 Fire, lightning, explosion, earthquake.
- 2 Riot, civil commotion, strike, labour or political disturbance.
- 3 Malicious people or vandals.
- 4 Theft or attempted theft.
- 5 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting **your** trees, shrubs, plants and lawns.

#### What is not covered

The **excess** shown in your **schedule**.

Damage caused by pets, insects or vermin.

### *Trees, shrubs, plants and lawns section – Claims settlement*

How **we** settle claims under the trees, shrubs, plants and lawns section.

**We** will pay the cost of repairing or replacing the damaged parts of the trees, shrubs, plants or lawns.

**We** will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

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

# Contents

## Your cover

This part of the policy sets out the cover **we** provide for **your contents**.

### What is covered

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Loss or damage to **your contents** anywhere in the world.

### What is not covered

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The **excess** shown in **your schedule**.

Loss or damage caused by:

- malicious people or vandals;
- water escaping from washing machines, dishwashers, fixed water or fixed heating systems;
- oil escaping from a fixed heating system;
- theft or attempted theft

while **your house** has been left **unoccupied** for more than 45 days in a row.

Loss or damage caused by:

- frost;
- anything which happens gradually;
- wear and tear;
- fungus, damp, insects or vermin;
- pets;
- cleaning or repairing, restoration, mechanical or electrical breakdown.

Any loss caused by the confiscation, destruction or seizure of property by customs or other official body.

Loss or damage to students' **contents**:

- caused by theft or attempted theft unless force and violence are used to get into or out of a building;
- while the students' **contents** are in a house or building which has been left **unoccupied** for more than 45 days in a row.

Loss or damage caused by:

- malicious people or vandals;
- theft or attempted theft

## What is covered

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## What is not covered

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if the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.

**Contents** permanently in any premises **your family** owns, leases or rents except the **house(s)** shown on **your schedule**.

**Contents** in or in transit to or from a furniture depository.

Loss of any unattended pedal cycle unless in a building or securely locked to a permanent fixture.

The illegal use of any **credit card** by any of **your family**.

Loss which results from the cardholder not following the card company's terms and conditions.

The most **we** will pay for any claim for loss or damage:

- caused by theft or attempted theft of **contents** from any outbuilding;
- to **contents in the garden**;
- to visitors' personal belongings;
- to **money**;
- to travel tickets;
- caused by fraudulent use of **credit cards**;
- caused by theft or attempted theft of any **contents** in an unattended vehicle;

is the limit shown in **your summary of limits**.

The most **we** will pay for any claim for loss or damage to:

- students' **contents**;
- **business property**

is the amount shown on **your schedule**.

## Extra cover

### What is covered

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In addition to covering loss or damage to **your contents**, **we** also provide the following covers. These are in addition to the sum insured shown on **your schedule** for **your contents** unless stated otherwise.

#### Short-term accommodation costs

If **your house** cannot be lived in because of loss or damage by anything covered by this section, **we** will pay the reasonable cost of similar short-term accommodation for **your family** and pets, who normally live in **your home**.

#### Locks and keys

If **you** lose the keys to the inside or outside doors of **your home** or to safes or alarms in **your home** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:

- changing parts of the locks; or
- replacing the locks, if **we** choose.

#### Metered water and oil

- a Loss of metered water in **your home** caused by anything covered by this section.
- b The cost of oil lost from the domestic heating installation following damage caused by anything covered by this section to any part of the domestic heating installation.

#### Christmas and wedding gifts

**We** automatically increase the **contents** sum insured by the amount shown on **your summary of limits** in the following circumstances:

- a During December for Christmas gifts.
- b During the period one month before and one month after the wedding of any member of **your family**. **We** insure wedding gifts against loss or damage caused by anything covered by this section.

### What is not covered

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The **excess** shown in **your schedule**.

Any costs **your family** would have to pay once **your home** can be lived in again.

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

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

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

Loss or damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

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

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

## What is covered

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### Newly acquired **contents**

**We** automatically increase the **contents** sum insured, by the amount shown on **your summary of limits**, for newly acquired **contents**. **You** must request cover for these within 45 days of their acquisition.

**We** reserve the right not to insure them after the 45th day.

### Fatal accident

**We** will pay the amount shown on **your summary of limits** if any member of **your family** dies within 60 days of an injury caused by:

- an accident in **your home**;
- an assault or fire in **your home**;
- an accident whilst travelling as a fare-paying passenger by train, bus or licensed taxi;
- an assault in the street.

### **Contents** in a furniture depository

**We** will pay for loss or damage to **contents** in a furniture depository or in transit to or from a furniture depository caused by:

- fire, lightning, explosion, earthquake;
- theft or attempted theft;
- storm or flood;
- water escaping from a fixed heating installation;
- malicious people;
- collision, overturning or derailment of the conveyance in which the **contents** are being carried.

This cover is not in addition to the sum insured on **your contents**.

### Food in a freezer in **your home**

The cost of replacing food and of hiring another freezer temporarily if the temperature in **your** freezer goes up or down, or if the food is contaminated by refrigerant or refrigerant fumes.

## What is not covered

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*The most **we** will pay for any one claim is the amount shown on **your summary of limits**.*

*The most **we** will pay for any one incident is the amount shown on **your summary of limits**.*

*The most **we** will pay for any one claim is the amount shown on **your summary of limits**.*

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

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

## What is covered

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### Replacing documents

The cost of replacing deeds, bonds, **securities** or similar private documents if they are lost or damaged by anything covered by this section.

### Identity fraud

**We** will cover **you** or **your family** for the following expenses reasonably incurred arising as a result of **identity fraud** up to a maximum of £12,500 in total per **incident**:

- Administration fees spent by **you** or **your family** when **you** or **your family** re-apply for a loan following rejection due to incorrect information supplied by a credit reference agency.

The most **we** will pay for an **incident** in this respect is £750

- sums spent by **you** or **your family** for telephone and postal expenses for correspondence with financial institutions, credit agencies, law enforcement agencies or the police.

The most **we** will pay for an **incident** in this respect is £250

- loss of earnings as a result of **you** or **your family** having to take time off work to meet with financial institutions, credit agencies, law enforcement agencies or the police.

The most **we** will pay for an **incident** in this respect is £150 per day up to a total of £5000

- fees for administering and notarising fraud affidavits or similar documents for financial institutions or credit agencies required to evidence the occurrence of **identity fraud**

The most **we** will pay for an **incident** in this respect is £1500

- legal fees which **we** have agreed to pay for the following:
  - the defence of a claim against **you** or **your family** by a financial institution
  - the removal of any incorrect court judgements made against **you** or **your family**

## What is not covered

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**Securities** or bonds which **you** can easily spend or convert into their face value.

- Any legal fees **you** or **your family** pay or agree to pay without **our** written permission.
- Any loss resulting from **you** or any of **your family's** employment, business or professions.
- Any claim arising which happens outside the **period of insurance**.
- Any expenses incurred due to any fraudulent, dishonest or criminal act by **you** or **your family** or any person acting with **you** or **your family**, whether acting alone or in collusion with others.

Any amount exceeding £12,500 in total for any one **incident**.

## What is covered

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- challenging the accuracy of any information in a credit reference report relating to **you** or **your family**

Legal responsibilities as **occupier**, in **your** personal life and as an employer to domestic employees

The legal responsibility of any of **your family** to pay damages or costs to others which are the result of:

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

**We** will pay up to the limit shown in **your summary of limits** for any single event that happens during any **insurance period** caused by:

- a **you** as **occupier** of **your home** and its land;
- b any of **your family** in their personal life; or
- c **your family** as an employer to any of **your** domestic employees worldwide during a temporary visit.

## What is not covered

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*Anything belonging to any of **your family** or anything it is responsible for.*

*Injury, death, disease or illness to any of **your family**.*

*Any responsibility resulting from any of **your family's** employment, business or profession except **your** legal responsibility to visitors to **your home** in connection with a clerical business **you** operate from **your home**, which **you** have notified **us** of and **we** have accepted.*

*Any of **your family** owning or using any lift, motorised vehicle (except garden machinery, stairlifts, **children's motorcycles** and pedestrian-controlled vehicles used in or about the **home**), caravans, trailers (whilst attached to a vehicle), aircraft, hovercraft, jetskis or boats (except hand-propelled boats).*

*Any responsibility to any of **your family's** employees which **you** need compulsory insurance or security for under any road traffic law.*

*Any agreement or contract which adds any responsibility which **your family** would not have had otherwise.*

*Anything caused directly or indirectly from any of **your family** passing on or being treated for any disease or virus.*

*Any responsibility as an employer to anyone employed by any of **your family** in any business or profession. This does not include domestic employees.*

*Injury, death, disease, illness or damage caused by any dog **your family** owns or is legally responsible for if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.*

## What is covered

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## What is not covered

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

Any liability arising from the ownership of land not forming part of **your home**.

Damage, injury, death, illness or disease caused by using horses for racing or steeplechasing.

If something has already happened which is covered under this paragraph but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

**Your** legal responsibility as tenant of **your home** (not the **owner** or landlord) for the following:

- a Damage to **your home**, tenants improvements and decorating inside the **home**, and landlords' fixtures and fittings, for which **your family** is legally responsible, caused by:
  - storm or flood;
  - freezing water in fixed water or heating systems;
  - water escaping from washing machines, dishwashers, fixed water or fixed heating systems;
  - oil escaping from a fixed heating system;
  - riot, civil commotion, strike, labour or political disturbance;
  - malicious people or vandals;
  - theft or attempted theft;
  - falling trees or branches;
  - falling aerials or satellite receiving equipment, their fittings or masts.
- b **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from **your home**.
- c Accidental breakage of glass or sanitary ware fixed to and forming part of **your home**.

Damage, while the **house** has been left **unoccupied** for more than 45 days in a row.

Damage caused by frost.

Damage caused by a storm or flood or falling trees or branches to fences, gates and hedges.

Theft or attempted theft by any of **your family** or domestic employees who live with **you** or by anyone to whom **your home** is lent or let.

Damage by wear and tear or anything which happens gradually.

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

## *Contents section – Claims settlement*

### *How we settle claims under the Contents section*

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item.

### *If your sum insured is too low*

If, when the loss or damage happens, the sum insured on **your schedule** is less than the cost of replacing all the **contents** as new, **we** may only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of replacing the **contents**, **we** may only pay 80% of **your** claim.

### *The most we will pay*

The most **we** will pay for any one claim for **contents** is the **contents** sum insured shown on **your schedule**. There are special limits shown on **your schedule**.

### *Jewellery only – pairs and sets*

For a claim to a pair or set, **we** will pay whichever is the least of the following:

- the cost to repair the damaged property to its condition immediately before the loss;
- the cost to replace it;
- the cost to make up the difference between its market value immediately before and after the loss.

However if **you** surrender the undamaged item(s) of the pair or set to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair or set but no more than the sum insured for that pair or set.

### *Inflation protection*

**We** will change the sum insured on **contents** and the **valuables** single item limit shown on **your schedule** in line with any increase in the Consumer Durables Section of the Retail Price Index prepared by the Department of Employment or an alternative index.

If these sums insured increase because of index linking, **we** will not make any extra charges until **you** renew **your** policy. **Your** new premium will be based on the new sums insured and **valuables** single item limit shown in **your schedule**.

For **your** protection if the index moves downwards, **we** will not reduce **your** sums insured or limits.

### *Excess*

**We** will take off the **excess** from the amount **we** pay **you** to settle **your** claim. The sum insured on **contents** will not be reduced after a claim is paid.

## Claims conditions

These are the 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** should contact first.

### *What to do*

If someone is holding any of **your family** responsible for an injury or any damage, nobody in **your family** must admit they were responsible. Tell **us** as soon as possible and give **us** full details in writing as soon as **you** can. If any of **your family** receive any writ, summons or other legal document, send it to **us** straight away without answering it.

If **you** find a **credit card** is missing, tell the credit card company immediately. Then tell **us** as soon as **you** can.

If **you** are a victim of theft, riot, vandalism, or something is lost away from **your home**, tell the police within 24 hours from discovering the loss or damage and ask for an incident number. Then tell **us** as soon as **you** can.

For any other claims, tell **us** as soon as possible.

### *Rights and responsibilities*

**We** may need to get into a building that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

**You** must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

**We** have the right, at **our** expense and in **your** name, to:

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

**You** must give **us**, and pay for, all the information **we** reasonably ask for about any claim. **You** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

### *Other insurance*

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

### *Notification to the Police*

**You** and **your family** must notify the police within 24 hours of first discovering an **identity fraud**.

### *Notification to Financial Institutions*

**You** and **your family** must notify **your** or **your family's** banks, building societies, credit card companies, as soon as possible after discovering an **identity fraud**.

## Policy conditions

These are the other conditions **you** must keep to as **your** part of the contract.

### *Taking care*

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

### *Changes in your circumstances*

When **you** arranged **your** insurance **you** told **us** certain material facts.

**You** must tell **us** or **your** insurance adviser straight away about any of the following changes:

- A permanent change of address.
- If someone lives in **your home** other than **you** or **your family**.
- If the **home** is used for any business or professional purposes.
- If **your home** is **unoccupied** for more than 60 days in a year.
- If the **home** is not in a good state of repair.
- Work on the **home** other than routine maintenance or redecoration such as construction of a new structure or major alterations.
- If **you** or any member of **your family**, or directors where **you** are a limited company, are convicted of any offence other than driving offences.
- Any change in the sum insured.

If **you** do not tell **us** about any change in these facts, **you** may not be covered in the event of a claim or **your** cover may be affected.

### *Transferring your interest in the policy*

**You** cannot transfer **your** interest in the policy to anyone else unless **you** get **our** written permission.

### *Cancelling the policy*

**You** may cancel this policy by giving **us** 14 days' written notice. If **you** cancel the policy, **we** will refund part of **your** premium for the rest of the current **insurance period**. **We** will only do this if **you** have not claimed during the **insurance period**.

If **you** cancel the policy within the first 30 days, as long as **you** have not made a claim, **we** will refund all the premium **you** paid.

**We** may cancel this policy by giving **you** 14 days' notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium **you** paid for the rest of the current **insurance period**. **We** will only do this if **you** have not claimed during the **insurance period**.

### *Canceling the monthly premium instalment agreement*

**Your** policy has a normal **insurance period** of twelve months so **your** legal contract with **us** is for this period. **We** may have agreed to **you** paying **your** premium in monthly instalments.

If **you** miss a monthly premium, **we** will send **you** a notice asking **you** to pay the premium **you** have missed. If **you** do not pay the premiums **you** have missed by the date given in the notice, **we** will cancel all the cover under **your** policy.

If **you** want to cancel the credit agreement but not **your** policy, **you** must write to **us** at the address given on **your schedule**. **We** will then send **you** a reply telling **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 **we** will cancel all cover under **your** policy.

If **you** want to cancel the monthly premium instalment agreement, **you** should also tell **your** bank, building society or Girobank to cancel **your** direct debit arrangement.

### *Fraud*

If any claim is fraudulent or if any of **your family** or anyone acting for any of **your family** is dishonest in claiming any benefit under **your** policy, **you** will lose all benefits under **your** policy.

*Also read the conditions in the section 'Claims conditions'*

## Policy exclusions

These are the exclusions which apply to all the sections of **your** policy.

### *Radioactive contamination*

Any claim 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; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

### *War risks*

Any loss or damage caused by any sort of war, invasion or revolution.

### *Sonic bangs*

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

### *Pollution or contamination*

Any claim or expense of any kind resulting 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 or damage caused by wet rot or dry rot whether or not this was caused directly by any other risk included in this insurance.

### *Matching items*

**We** will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

### *Existing and deliberate damage*

**We** will not pay for any loss or damage which happened before this cover starts or which arises from an event before cover starts, or any loss caused deliberately by any of **your family**.

### *Date change and computer viruses*

This insurance does not cover direct or indirect liability, 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; and
- by **computer viruses**.

### *Terrorism*

This insurance does not cover 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 purpose 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.

## Words with special meanings

Any word defined below will have the same meaning wherever it is shown in **your** policy in bold print.

Word	Meaning
<b>Accidental damage</b>	Visible damage which has not been caused on purpose.
<b>British Isles</b>	England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.
<b>Buildings</b>	<p>The <b>home</b>, its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, drives, swimming pools, tennis courts, walls, fences, gates, hedges, and drains, pipes, cables and underground tanks which <b>your family</b> are legally responsible for, including fixtures and fittings, all on the same site and all used for domestic purposes or for clerical business work only.</p> <p><b>Buildings</b> does not include the following:</p> <ul style="list-style-type: none"><li>– aerials, satellite receiving equipment, their fittings or masts.</li></ul>
<b>Business equipment</b>	Furniture, office machines, office equipment and stationery which belong to, or are the legal responsibility of any of <b>your family</b> and which <b>you</b> keep in <b>your home</b> . All of these items must be connected to a business <b>you</b> run from <b>your home</b> .
<b>Business materials and stock</b>	Business materials used for clerical purposes only and stock which <b>you</b> sell or supply as part of a business <b>you</b> run from <b>your home</b> .
<b>Business petty cash</b>	Current bank notes and coins <b>you</b> keep in the <b>home</b> for a business <b>you</b> run from <b>your home</b> .
<b>Business property</b>	<b>Business equipment, business materials and stock, and business petty cash</b> , which belong to, or are the legal responsibility of any of <b>your family</b> and which <b>you</b> keep in <b>your home</b> . All of these items must be connected to a business <b>you</b> run from <b>your home</b> .
<b>Children's motorcycle</b>	Any motorcycle with a 50cc or less engine which has not been registered to use on a public road.

## Word

## Meaning

### Computer viruses

Any program or software which prevents any operating system, computer program or software working properly or working at all.

### Contents

Household goods (including antiques), **valuables, business property, aerals** and satellite receiving equipment owned by any of **your family** or domestic employees who live with **you**, or for which they are legally responsible, including personal **money**, travel tickets, **credit cards** and visitor's personal belongings not otherwise insured (up to the limits shown on **your summary of limits**).

**Contents** does not include the following:

- motorised vehicles (other than garden machinery, **children's motorcycles** and pedestrian-controlled vehicles), caravans, trailers, aircraft, hovercraft, jet skis or boats, or parts or accessories for any of them (other than entertainment equipment **you** can take with **you** when **you** leave **your** vehicle);
- landlord's fixtures and fittings which **you** are responsible for;
- animals;
- plants, shrubs, trees and lawns in the garden;
- any items for which special insurance cover has been arranged by any of **your family**;
- garden ornaments and fountains which are fitted into the ground.

### Contents in the garden

**Contents** in the open on land belonging to **your home**.

### Credit Cards

Credit, debit, charge, cheque, bankers, or cash dispenser cards all issued in the **British Isles** which belong to any of **your family**.

**Credit cards** cover does not include the following:

- **Credit cards** held for trade or business purposes.

## Word

## Meaning

### Emergency repairs

Any necessary temporary or permanent work to protect **your buildings** or **your contents** following a sudden or unexpected event which creates the risk of damage or a possible risk to the health of any of **your family** or any other person.

### Endorsement

A change **we** or **our** agent make in writing to the policy.

### Equipment

Computers and anything else insured by the policy which has a microchip in it. Microchips include integrated circuits and microcontrollers. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

### Excess

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

### Fees and other costs

Architects', surveyors' and legal fees, the cost of demolition, shoring up, propping up and taking away any damaged parts of the **buildings**, which **you** have to pay to repair or replace the **buildings**.

**Fees and other costs** does not include:

- those which **you** have to pay to make a claim; and
- those which **you** agree to pay without **our** permission.

### Full rebuilding cost

The cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new. This includes **fees and other costs** and the cost of meeting Local Authority and other legal requirements.

### Home

**Your house**, its garages, greenhouses and outbuildings, as long as any of **your family** does not use any of them for trade or business, except clerical business work only.

### House

Where **your family** lives at the address shown on **your schedule**.

### Identity Fraud

Someone or a group of people using a means of identifying **you** or **your family** for an unlawful purpose without **your** or **your family's** express lawful consent.

Word	Meaning
<b>Incident</b>	An occurrence of <b>identity fraud</b> which results in a claim being made. An act, or a series of acts, against <b>you</b> or <b>your family</b> by one person or group of people arising out of one event is considered to be one <b>incident</b> .
<b>Insurance period</b>	The period starting and ending on the dates shown in <b>your schedule</b> . It also includes any further period which <b>you</b> pay for, and for which <b>we</b> accept <b>your</b> premium.
<b>Money</b>	Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, postal and money orders, premium bonds, luncheon vouchers, phone cards, season travel tickets and gift tokens. <b>Money</b> does not include the following: <ul style="list-style-type: none"> <li>– <b>Money</b> held for trade or business purposes;</li> <li>– Promotional vouchers, Air Miles vouchers, store points, lottery tickets, scratchcards and raffle tickets.</li> </ul>
<b>Occupier</b>	Someone who lives in the <b>home</b> with the <b>owner's</b> permission or has legal control over the <b>home</b> .
<b>Our, us, we</b>	Royal & Sun Alliance Insurance plc.
<b>Owner</b>	Someone who legally owns the <b>home</b> .
<b>Partner</b>	A person who <b>you</b> live with and have had a continuous relationship with.
<b>Schedule</b>	New policy, <b>endorsement</b> , renewal or review notice.
<b>Securities</b>	Any document or certificate which is proof of <b>money</b> owed to any of <b>your family</b> .
<b>Summary of limits</b>	A list of the limits which apply to the policy.
<b>Unfurnished</b>	When <b>your house</b> is not furnished with enough furniture for <b>your family</b> to live in it normally.
<b>Unoccupied</b>	When <b>your house</b> is not lived in by <b>your family</b> or by anyone who has <b>your</b> permission.
<b>Valuables</b>	Jewellery, watches, pictures, paintings, etchings and precious metals.
<b>You, your</b>	The person or people named as policyholder on <b>your schedule</b> .
<b>Your family</b>	<b>You, your</b> husband, wife, <b>partner</b> , children (including adopted and foster children), parents and relatives, who all normally live with <b>you</b> .

## Legal expenses

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **your family**, if this section is shown on **your schedule**.

The following is a glossary of some legal terms **we** have used in this section.

<u>Legal term</u>	<u>Meaning</u>
<b>Arbitration</b>	A meeting held in private to settle a dispute about the policy. This is less formal than a <b>court</b> hearing.
<b>Disbursements</b>	Money that <b>your</b> solicitor has spent on <b>your</b> behalf in dealing with <b>your</b> case.  These amounts are different from <b>your</b> solicitor's own fees and will be shown as a separate item on <b>your</b> solicitor's bill.
<b>Expert witness</b>	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 <b>court</b> .

### Words with special meanings

Words with special meanings are printed in **bold** and will have the meanings shown for those words (as set out on pages 26 to 29).

However, the words that are set out below have meanings that only apply to this section of the policy.

<u>Word</u>	<u>Meaning</u>
<b>Any one claim</b>	All <b>legal proceedings</b> , including appeals, arising from or relating to the same original cause or event.
<b>Court</b>	A court, tribunal or other appropriate authority.
<b>Full enquiry</b>	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 <b>your</b> 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.

### 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.

### Legal proceedings

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

### Representative

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

### 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, Iceland, Israel, Hungary, Liechtenstein, Monaco, Morocco, Norway, San Marino, Slovakia, Switzerland, Tunisia, Turkey, Vatican City and islands in the Mediterranean.

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

### We, us, our

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

**You** can contact **us** at:

FirstAssist Insurance Services Limited

Marshall's Court

Marshall's Road

Sutton

Surrey SM1 4DU

Phone: 020 8652 1313

Fax: 020 8661 7604

### You, your

The person or people included within the meaning of **you, your** on page 29, and the members of **your family** as explained on page 29.

## Your cover

### What is covered

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**We** provide the following cover for **legal expenses** up to the sum insured shown on **your schedule** in total for **any one claim**. 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.

#### 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.

#### 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.

### What is not covered

---

*Anything which is excluded on page 36 of this section and the policy exclusions on page 25.*

*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 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.*

*Any dispute over a contract which 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.*

## What is covered

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- 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 the **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
  - 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 the **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.

## What is not covered

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*Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. (This does not apply to common home-improvements such as installing double-glazing or replacing kitchens or bathrooms.)*

*Any dispute connected with letting, subletting, 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.*

*An event which 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**. (This does not apply to common home-improvements such as installing double-glazing, replacement kitchens or bathrooms.)*

*Any dispute about letting, subletting 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.*

## What is covered

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### 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.

### 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

---

*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.*

*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.*

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

*Any case where **you** or **your** tax adviser 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.*

## What is covered

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## What is not covered

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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
- 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.

### *Legal expenses exclusions*

These exclusions apply to all of the legal expenses section of this policy. **You** should also read the policy exclusions which are on page 25 of **your** wording.

- 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 civil **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 **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)
- 11 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.
- 12 Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
- 13 Any dispute with **us** or the **insurer** that is not dealt with under the arbitration condition on page 37.
- 14 Any liability arising directly or indirectly from:
  - **equipment** failing to recognise data representing a date in such a way that it does not work properly or at all;
  - **computer viruses**.

This does not apply to **legal expenses** connected with claiming compensation following **your** death or bodily injury.

## *Legal expenses conditions*

Pages 23 to 24 set out the policy conditions that **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

### 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.

### 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.

**You** can still use the complaints procedure shown on the back page.

## *Legal expenses section – Claims settlement conditions*

*These conditions apply when **you** make a **legal expenses claim**. **You** must keep to these conditions as **your part of the legal expenses contract**.*

### *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 36 of this section and page 25 of the policy exclusions apply to **your** claim.

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 settlement condition 8 on page 40, **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 37. 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 37.

#### 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.

**You** must send **us** all bills for the **representative's legal expenses** as soon as **you** receive them. **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 cooperate 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** must 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 settlement condition 2 on page 38.
- **Your** appeal meets the requirements of claims settlement 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 £1,000 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.



Royal & Sun Alliance Insurance plc (No. 93792).  
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