

Policy

Home Solutions Insurance



Your home insurance policy

Your policy provides cover for the sections and the period of insurance shown in your schedule.

This policy is an agreement between you (the person shown in your schedule as the insured) and us (Zurich Insurance Company). It is based on the information you gave in a proposal form or a statement of facts and your agreement to pay the premium.

Remember, you must tell us if this information changes. If you do not, your policy may not be valid and we may not pay any claims you make.

You must read this policy together with your schedule and any specifications or endorsements as one contract. Please read all of them to make sure that they provide the cover you asked for. If they do not, please contact us as soon as possible.

Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us of your decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

The conditions and exclusions that apply to all sections of your policy are shown on pages 13 and 14. Please make sure that you read these as well as the cover shown in each section.

If we pay a claim for the same cause happening at the same time under more than one of the buildings, contents or personal possessions sections, we will only take off one **excess**. This will be the highest **excess** shown in your schedule for the sections concerned.

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Excess - the first amount of any claim for which you are responsible.

Family - your husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.

Money - cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

Unoccupied - if the home is either:

- not permanently lived in by you (or a person you have authorised) for more than 60 days in a row;
- or
- without enough furniture for normal living purposes for more than 60 days in a row.

Valuables - any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.

Vehicles and craft - any electrically- or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery- or pedestrian-operated models or toys).

Buildings section

Buildings are:

- the main structure of your home at the address shown in your schedule, including its permanent or soon-to-be fitted fixtures and fittings if they are your property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of your home;
- ornamental ponds or fountains, swimming pools and tennis courts;
- central-heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television-receiving equipment or television and radio aerials.

Events

We cover sudden and unexpected loss of or physical damage to the **buildings** caused by events 1 to 13 (and 14 if '**buildings** including accidental damage' is shown in your schedule).

We do not cover events 3, 6, 8, 10 or 11 when the home is **unoccupied**.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm or flood, but not to fences, gates, hedges or railings.
- 6 Theft or attempted theft unless this is caused by deception.
- 7 Subsidence or ground heave of the site that your **buildings** stand on or landslip other than:
 - from the coast or a river bank being worn away;
 - damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts; central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;
 - to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;

- from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design;
 - the first £1,000 of each claim.
- 8 Water leaking from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting.
 - 9 Falling trees or branches, lampposts or telegraph poles.
 - 10 Oil leaking from any fixed appliance, pipe or tank.
 - 11 Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.
 - 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
 - 13 Accidental damage to cables and underground pipes serving your home including the cost of breaking into and repairing the pipe between the main sewer and your home following a blocked pipe.
 - 14 Accidental damage to the **buildings** but not damage:
 - we exclude under events 1 to 13;
 - caused by a person the home is lent, let or sublet to;
 - caused by a person you employ to carry out maintenance or repair work.

Your liability to others

- 15 We cover your legal liability:
 - as owner of the **buildings** and their land, but not as occupier;
 - resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is £2,000,000.

We will not pay if the liability arises from:

- the death, injury or illness of you or your **family** or any person employed by you or your **family**;
- loss or damage to any property that you or your **family** own or are responsible for;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for.

Extra cover

- 16 **Alternative accommodation** - if your home is not fit to live in following loss or damage covered by this section, we will pay:
- the reasonable cost of similar alternative accommodation for you and your pets;
 - ground rent which you have to pay;
 - rent which should have been paid to you.

This will apply during the time needed to restore your home to a condition which is fit to live in.

The most we will pay is 20% of the **buildings** sum insured.

- 17 **Replacing locks** - we will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.
- 18 **Tracing a leak** - we will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the **buildings** when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the **buildings**.
- 19 **Emergency access** - we will pay the costs incurred following loss or damage to the buildings caused by the police or emergency services in gaining access to your home in connection with a medical emergency or to help prevent loss or damage to the home. The most we will pay for any event is £1,000.
- 20 **Selling your home** - if at the time of a claim you have contracted to sell your home, the buyer will have the benefit of this policy as long as the purchase is completed.

Settling claims

We will decide whether to repair, replace or reinstate the damaged part of the **buildings**. We may do this by using one of our suppliers. We will pay the full cost of the work, including any professional, demolition or local-authority costs or fees we have agreed, as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of your property that resulted from the damage. However, we will not pay more than the cost of the repair or replacement.

We will take off an amount for wear and tear if the **buildings** are not properly maintained or your sum insured is less than the actual cost of rebuilding your home.

When we pay your claim we will take off the **excess** shown in your schedule. This does not apply under 'Your liability to others' and Extra covers 16, 17 and 18.

The most we will pay is the limits shown in the policy or the sum insured shown in your schedule.

Garden cover section

Garden is the flowerbeds, lawns, plants, shrubs or trees, ornaments or statues in the garden within the boundaries of your home.

Events

We cover sudden and unexpected loss of or physical damage to your **garden** caused by events 1 to 7.

We do not cover events 3 or 6 when the home is **unoccupied**.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- 4 The **garden** being hit by vehicles or aircraft but not garden machinery, or any other vehicles used in the **garden**.
- 5 Storm or flood but not:
 - frost damage;
 - flood damage to lawns.
- 6 Theft or attempted theft.
- 7 Falling trees or branches, lampposts or telegraph poles.

Extra cover

Storm or flood - We cover loss or damage by storm or flood to fences, gates, hedges or railings, at the home as long as the main structure of your home, private garages or domestic outbuildings are damaged at the same time by the same cause.

Settling claims

We will decide whether to repair or replace any item that is lost or damaged. If it cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

The most we will pay is £1,500 plus up to £250 towards the cost of removing fallen trees or branches.

When we pay your claim, we will take off a £50 **excess**.

Contents section

Contents are:

- household goods and personal property;
- **valuables**;
- satellite television-receiving equipment and television and radio aerials;
- **money** or the unauthorised use of a charge, credit or debit card up to £500 (you and your **family** must keep to your card issuer's conditions);
- pedal cycles up to £500 for any one pedal cycle including accessories;
- office equipment used for your business, profession or trade up to £10,000;
- loss of oil or metered water up to £1,000 following accidental damage to the water or heating system.

Contents are not:

- **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- items you have more specifically insured by this or any other policy.

Events

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (and 14 if '**contents** including accidental damage' is shown in your schedule) to the **contents** in your home that:

- you or your **family** own or which you or they are responsible for;
- visitors to your home or your domestic employees who live in your own home.

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is **unoccupied**.

We will not pay more than:

- £250 for **contents** belonging to your visitors or your domestic employees;
- £5,000 for theft of **contents** which are stored in garages or outbuildings at your home.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm or flood.
- 6 Theft or attempted theft but not:
 - if caused by deception;
 - while the home is lent, let or sublet unless violence and force are used to break into or out of your home.
- 7 Subsidence or ground heave of the site your **buildings** stand on, or landslip.
- 8 Water leaking from any fixed appliance, pipe, tank or fish tank.
- 9 Falling trees or branches, lampposts or telegraph poles.
- 10 Oil leaking from any fixed appliance, pipe or tank.
- 11 Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
- 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
- 13 Accidental damage to:
 - audio, hi-fi, television (including satellite receivers and set top boxes), DVD, video or telecommunication equipment but not mobile phones;
 - computers (but not laptop computers, computer software, hand-held computers or electronic toys);
 - satellite television-receiving equipment or television and radio aerials.
- 14 Accidental damage to the **contents** but not damage:
 - we exclude under events 1 to 13;
 - caused by a person the home is lent, let or sublet to;
 - to clothing or contact lenses;
 - to **contents** in the open.

Your liability to others

15 We cover you or your **family** for any legal liability you have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is:

- £10,000,000 for an accident to your domestic employees;
- £2,000,000 for an accident to any other person or property.

We will not pay if the liability arises from you or your **family**:

- owning your home;
- owning or occupying any other premises;
- owning or using **vehicles and craft** (other than hand- or foot-propelled boats that you or they do not own).

We will not pay if the liability arises from:

- death, injury or illness of you or your **family**;
- loss of or damage to any property owned by you, your **family** or your domestic employees or that you or they are responsible for;
- you or your **family** passing on any illness or virus;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the United Kingdom).

Extra cover

16 **Contents in the open** - we will pay up to £1,000 for loss or damage caused by events 1 to 10 to **contents** in the open within the boundaries of your home. This includes flowers, plants, shrubs or trees in pots or containers.

17 **Temporary removal** - we will pay up to £5,000 for loss of or damage to your **contents** while temporarily removed from your home to within the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland caused by:

- events 1, 2, 4, 5 and 7 to 10;
- theft from:
 - a deposit box in a bank;
 - a building where you or your **family** work;
 - a house or flat where you or your **family** are temporarily living;
 - any other building, including a hall of residence, as long as violence and force are used to break into or out of the building.

We will not pay for:

- loss of or damage to **contents**:
 - removed for sale, exhibition or storage;
 - in the open caused by storm or flood;
- theft of **money** from a building where you or your **family** work;
- loss of or damage to office equipment including laptop computers.

18 **Moving to a new home** - we will pay for sudden and unexpected loss of or physical damage to your **contents** (but not **money**) while they are being moved to your new permanent home in the British Isles by professional removers. This includes while they are temporarily stored for up to seven days in furniture storage.

We will not pay for:

- damage to china, glass and similar brittle items, unless they have been packed by professional packers;
- loss or damage that is not reported to us within seven days of your **contents** being delivered to your new home.

- 19 **Gifts** - we will increase your sum insured by £5,000:
- during December and January to cover gifts and other related purchases;
 - one month before and after the wedding day of you or any member of your **family** to cover wedding gifts and related purchases in your home, at the reception, in the couple's marital home or being transported between any of these places.
- 20 **Tenant's cover** - if you are the tenant of your home, we will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the buildings section to any:
- fixtures and fittings, greenhouses and sheds you have installed at your home and for which you are responsible;
 - part of the structure, decorations, fixtures and fittings of your home that you are responsible for as a tenant under a tenancy agreement. The most we will pay is £10,000.
- 21 **Jury service** - we will pay up to £50 each day (for up to 20 days) towards loss of earnings and expenses you cannot get back as a result of serving as a juror.
- 22 **Alternative accommodation** - if your home is not fit to live in following loss of or damage to **contents** for which we will pay a claim under this section, we will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including your pets), or ground rent which you have to pay, for the time necessary for your home to be restored to a condition which is fit to live in.
- 23 **Replacing locks** - we will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.
- 24 **Fatal accident cover** - we will pay £10,000 if you or your husband, wife or partner die within 30 days as a direct result of:
- an accident, assault or a fire in your home;
 - an accident while travelling in the British Isles as a fare-paying passenger in any road or rail vehicle;
 - an assault away from your home but within the British Isles.
- 25 **Prams and wheelchairs** - we will pay up to £500 if a pram or wheelchair is stolen or damaged anywhere in the world. Accessories are only covered if they are stolen with your pram or wheelchair.
- 26 **Frozen food** - we will pay the reasonable cost of replacing food and drink in your fridge or freezer that you cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.
- 27 **Title deeds** - we will pay up to £2,500 to replace the title deeds of your home following loss or damage caused by events 1 to 10 while they are in your home or in the offices of your mortgage lender, solicitor or bank.
- 28 **Downloaded music and other information** - we will pay for the cost of replacing music and other downloaded information you have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8. We will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most we will pay for any one event is £2,500.

Settling claims

We will decide whether to repair or replace any item that is lost or damaged. We may do this by using one of our suppliers. If the item cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

We will take off an amount for wear and tear:

- on clothing and household linen that cannot be repaired;
- if your sum insured is less than the full cost of replacing all your **contents** as new.

When we pay your claim we will take off the **excess** shown in your schedule. This does not apply under 'Your liability to others' and Extra covers 21 to 27.

The most we will pay for **valuables** are the limits shown in your schedule.

The most we will pay is the sum insured or the limits shown in your schedule or in the policy.

Personal possessions section

Events

We cover, anywhere in the world, sudden and unexpected loss of or physical damage to the specified and unspecified items shown in the personal possessions specification that are owned by you or your **family** or for which you or they are responsible.

We will not pay for:

- theft from an unattended motor vehicle unless the vehicle was securely locked and the property was hidden in a glove or luggage compartment;
- unauthorised use of a charge, credit or debit card by you or a member of your **family**;
- theft of a pedal cycle if left unattended away from your home unless it is securely locked to a permanent structure or in a locked building;
- theft of pedal cycle accessories, unless they are stolen with the pedal cycle;
- loss of or damage to:
 - sports equipment while it is being used;
 - contact lenses;
 - a pedal cycle while you are using it for racing, pacemaking or trials;
 - household goods;
 - **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
 - deeds and documents;
 - documents and certificates showing ownership of shares, bonds and other financial investments.

Unspecified personal possessions

The most we will pay is:

- up to £1,500 for any item of clothing, sports equipment or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards;
- up to £500 for any one unspecified pedal cycle including accessories;
- up to £500 for loss of **money** or the unauthorised use of a charge, credit or debit card. You and your **family** must keep to your card issuer's conditions.

We will not pay more than the sum insured shown in the specification.

Specified items

The most we will pay is the sum insured for that item shown in the specification.

Settling claims

We will decide whether to repair or replace any item that is lost or damaged. We may do this by using one of our suppliers. If the item cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

We will take off an amount for wear and tear on clothing that cannot be repaired.

When we pay your claim we will take off the **excess** shown in your schedule.

Legal expenses section

Under this section, claims are managed by Lawclub Legal Protection of Redwood House, Brotherswood Court, Great Park Road, Bristol BS32 4QW.

Your cover includes access to the Zurich legal helpline which will give you advice on any personal legal problem 24 hours a day, 365 days a year. Simply call the helpline on 0870 010 7654. Please quote reference 36202. We may monitor and record your call for service and training purposes.

Your cover also includes access to one of our approved specialist solicitors if your claim is covered by this section.

In this section of your policy, the words 'you' and 'your' mean the person named in the policy schedule and any member of your **family** who permanently lives at the same address.

The 'legal representative' is the solicitor or other person appointed with our agreement under this section to represent you. At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. The legal representative that we choose will be one of our approved specialist solicitors.

You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative cannot act for you. You must send his or her name and address to us. If we agree to appoint a legal representative that you choose, you must pay a £250 **excess**. You must pay the **excess** at the start of your claim. If we agree to appoint a legal representative that you choose, he or she will be appointed on the same terms as we would have appointed one of our approved specialist solicitors. We may decide not to accept your choice of legal representative. If we do not agree with your choice, the matter will be settled using the procedure in condition 5.

When choosing the legal representative, you must remember your duty to keep the cost of any legal proceedings as low as possible.

'Costs' are the professional fees and expenses reasonably and properly charged by the legal representative, up to the standard rates set by the courts, which cannot be recovered from your opponent. We will only pay costs which we consider are necessary and in proportion to the value of your claim. We will also pay your

opponent's costs which you are ordered to pay by a court or tribunal. We will only start to cover costs from the time we have accepted the claim and appointed the legal representative.

The most we will pay for all claims arising from one event under this section is £50,000.

Under this section, you are covered in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. These are known as the 'territorial limits'.

The territorial limits for death and bodily injury claims, apart from claims relating to medical treatment, include the member states of the European Union, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey.

What is covered

As long as the event which gave rise to a claim starts within the period of insurance and, at all times, you have a reasonable chance of recovering damages, successfully defending legal action or settling the matter in another way, we will pay the costs we have agreed to for the following.

- Taking legal action within the territorial limits:
 - as a result of a sudden and specific event which causes your death or bodily injury;
 - as a result of medical treatment which causes your death or bodily injury (the medical treatment must have started during the period of insurance and taken place within the territorial limits);
 - following a breach of your legal rights to do with owning or using your permanent home (your permanent home must be within the territorial limits);
 - as a result of an event which causes physical damage to your permanent home or to property, which you own or are legally responsible for, which is in or on your permanent home (your permanent home must be within the territorial limits);
 - against your employer at an employment tribunal following a breach of your contract for full-time employment or permanent part-time employment (you must have entered into the contract within the territorial limits);
 - if you have lost money as a result of the way personal information about you has been stored or used by another person or organisation.

- Taking or defending legal action within the territorial limits following a breach of a contract you have for buying, selling or renting goods or services. This includes buying or selling your permanent home (You must have entered into the contract within the territorial limits).
- Defending your legal rights after any event which results in criminal proceedings being brought against you within the territorial limits for an offence relating to you owning or using a motor vehicle.
- Representing you after an event which results in you getting a notice of an inquiry by HM Revenue and Customs, under section 9a of the Taxes Management Act 1970, into the amount of tax you have to pay on your wages or salary (We will provide this cover as long as you keep to the legal requirements for keeping your accounts and sending in your tax returns).
- Anything to do with a tenancy agreement or lease agreement.
- Any claim which happens because you have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- Any fines or penalties.
- Any dispute which is only about the amount of redundancy pay.
- Any dispute with any local authority, public authority or any government department relating to:
 - owning or using your permanent home;
 - physical damage to your permanent home or property which you own or are legally responsible for and which is in or on your permanent home; or
 - any services that are provided by the local authority, public authority or government department.
- Any investigation by HM Revenue and Customs:
 - into your business activities unless it is to do with your wages or salary as an employee;
 - which started before the start of this section;
 - into criminal activities you are accused of;
 - where you are only being investigated because you have been investigated before.

What is not covered

We will not provide cover for the following.

- The first £250 of every claim where we agree to appoint a legal representative that you choose.
- Any costs incurred before we have accepted your claim in writing.
- Any costs we have not agreed to in writing.
- Death or bodily injury arising from you driving a motor vehicle.
- Property damage caused by mining or subsidence.
- Property damage arising from you driving or using a motor vehicle.
- Any contract dispute:
 - which starts within three months of the date this section starts unless the claim is for goods or services you bought after the start of this section (this does not apply if you had the same cover under another policy up to the date this section started);
 - for amounts less than £100;
 - to do with building, converting or extending your home;
 - to do with work carried out for the benefit of land or buildings that are not your permanent home;
 - over the amount of money or other compensation due under an insurance policy;
 - to do with your business activities unless it is about your contract of employment;
 - to do with subcontracting or a contract for your services if you are self employed.
- Disputes between:
 - you and us;
 - you and any other person covered by this policy;
 - you and someone you live with or have lived with.
- An application for a judicial review.
- Any dispute to do with written or verbal remarks which damage your reputation.

Conditions that only apply to legal expenses

If you do not keep to the conditions, we will have the right to cancel this section of your policy, refuse any claim and withdraw from any current claim.

- 1 You must:
 - make your claim within six months of the event which gave rise to the dispute;
 - give us written details of your claim along with any other supporting information we ask for;
 - not appoint a legal representative.
 - follow the legal representative's advice and provide any information he or she asks for;
 - take every step to recover costs and pay them to us;

- get our written permission before making an appeal;
 - make sure that the legal representative keeps to condition 2 below.
- 2 The legal representative must do the following:
- get our written permission before instructing a barrister or expert witness.
 - tell us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.
 - tell us immediately if your opponent makes a payment into court or any offer to settle the matter.
 - report the result of the claim to us when it is finished.
- 3 We will have the right to:
- take over and conduct, in your name, any claim or proceedings;
 - settle a claim by paying the amount in dispute or by mediation;
 - appoint the legal representative in your name and on your behalf;
 - choose the legal representative at any time before we agree that legal proceedings need to be issued. The legal representative that we choose will be one of our approved specialist solicitors. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative cannot act for you. You must send his or her name and address to us. If we agree to appoint a legal representative that you choose, you must pay a £250 **excess**. You must pay the **excess** at the start of your claim. If we agree to appoint a legal representative that you choose, he or she will be appointed on the same terms as we would have appointed one of our approved specialist solicitors. We may decide not to accept your choice of legal representative. If we do not agree with your choice, the matter will be settled using the procedure in condition 5;
- have any legal bill audited or assessed;
 - contact the legal representative at any time, and have access to all statements, opinions and reports;
 - end your claim if, during the course of the claim, we think there is no longer a reasonable chance of success. If you continue the claim and get a better settlement than we expected, we will pay your reasonable costs;
 - settle the costs covered by this part of your policy at the end of the claim;
 - end your claim and recover any costs from you which we have already paid if you withdraw your instructions to the legal representative without our written agreement.
- 4 We will not be bound by any agreement between you and the legal representative, or you and any other person or organisation.
- 5 If there is a dispute between you and us, the matter may be referred to an arbitrator who you and we agree to. If you and we cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs.

Caravan section

Caravan is the trailer caravan shown in your schedule together with its awnings, fixtures and fittings used just for touring holiday purposes by you, your **family** or friends.

Events

We cover, anywhere in the member states of the European Union, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey, sudden and unexpected loss of or physical damage to the caravan and its furniture, furnishings, utensils and household linen.

We will not pay for:

- theft or attempted theft when the **caravan** is left unattended unless it is securely locked and immobilised by a wheel clamp or similar security device;
- loss or damage by storm or flood between the months of October and March if the **caravan** is left unattended on a holiday caravan site;
- damage to tyres by braking, bursting, cuts or punctures;
- malicious damage by anybody using the **caravan**;
- loss or damage if the **caravan** is used as a permanent home or let for hire or reward.

Extra cover

If, following loss or damage, you cannot use the **caravan** we will pay £15 a day (up to £300) to cover the cost of alternative accommodation as long as the **caravan** was being used for touring holiday purposes at the time.

Your liability to others

We cover you or your **family** or any other person using the **caravan** with your permission for any legal liability as owner or occupier of the **caravan** to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is £2,000,000.

We will not pay if the liability arises from:

- death, injury or illness of you or your **family**;
- loss of or damage to any property you, your **family** or your domestic employees own or that you or they are responsible for;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for;
- using the **caravan** as a permanent home;
- the **caravan** being attached to a towing vehicle;
- the **caravan** being let for hire or reward.

Settling claims

We will decide whether to repair or replace the **caravan**. If it cannot be repaired or replaced, we will pay its market value at the time of the loss or damage but not more than the sum insured.

We will replace the **caravan** with a new caravan of the same make and model if it is less than one year old at the time of the claim and it costs more than 60% of the manufacturer's list price, including VAT, to repair it.

We will not pay more than the manufacturer's last list price for any spare part.

We will decide whether to repair or replace any item of furniture, furnishings, utensils or household linen that is lost or damaged. If it cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

We will pay the reasonable cost of taking your **caravan** to the nearest competent repairer and returning it to you when the repairs are complete.

The most we will pay is the sum insured shown in your schedule or the limit shown in your policy.

When we pay your claim, we will take off a £50 **excess**.

Conditions which apply to the whole of your policy

Conditions

- 1 You must do all you can to prevent and reduce any costs, damage, injury or loss.
- 2 You must tell us about any loss, damage or liability as soon as possible and give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim.
- 3 You must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 4 If a claim is fraudulent or false in any way, we will not make any payment and all cover will end.
- 5 You may cancel the policy at any time by telling us, either in writing or over the phone. We may cancel your policy by giving you 7 days written notice to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out.
- 6 English law will apply to the legal expenses cover. The rest of the contract is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement as to which law applies, it will be English law. You agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.
- 7 If any claim is covered by any other insurance, we will not pay for more than our share of that claim.
- 8 You must tell us if any of the information on which this insurance is based changes. Failure to do so may result in your insurance no longer being valid and claims not met. If in doubt about any change, please tell us. If your policy is amended as a result of any change, we will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.
- 9 If you pay the premium to us using our Direct Debit instalment scheme we will have the right (which we may not use) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

Our right to renew this policy does not affect your cancellation rights shown on page 2 and in Condition 5 on this page.

Exclusions which apply to the whole of your policy

We will not pay for the following.

- 1 Any reduction in value.
- 2 Consequential (indirect) loss of any kind.
- 3 Any accident or incident that happens outside any period of insurance that is covered by this policy.
- 4 The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
- 5 Loss or damage to any items used in connection with any business, trade or profession except office equipment in the home or items insured as specified personal possessions.
- 6 Any legal liability resulting from any business, trade or profession.
- 7 Any claim resulting from:
 - deliberate or criminal acts by you or your **family**;
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - electrical or mechanical failure or breakdown;
 - faulty design, materials or workmanship;
- 8 We will not pay for any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

Our complaints procedure

We value the opportunity to investigate concerns you may have about our service. We are committed to handling complaints fairly, thoroughly and promptly.

If you have a complaint about your policy, please call us on **0870 902 1282**.

If you prefer, you may write to us at the following address:

Customer Care Team
PO BOX 378
Fareham PO15 7WQ.

If you have a complaint about a claim, please call us on **0870 010 8888**.

If you prefer, you may write to the Claims Manager at the office handling your claim.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right, however, sometimes we may not be able to reach an agreement with you. If this is the case, and you remain dissatisfied once you have received our response to your complaint, we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete, they will provide you with a final response on behalf of Zurich.

Complaint Procedure Leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

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

You can telephone on: 0845 080 1800

Or e-mail:

complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Compulsory insurance is covered in full. Non-compulsory insurance is protected in full for the first £2000 and then 90% of any amount above £2000. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on **020 7892 7300**.

Making a claim

Details of how to make a claim are shown in your Zurich Assistance booklet or you may ring us on the following numbers.

When you contact us about a claim you will need to tell us:

- your name and address;
- the place where the loss or damage occurred;
- what caused the loss or damage.

Claims and emergency assistance

0870 010 8888

24 hours a day

Legal expenses

0870 010 7654

24 hours a day (please quote reference 36202)

If your claim is covered we will appoint the legal representative in your name and on your behalf. It is important that you do not appoint a solicitor yourself.



Zurich Insurance Company

UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU
www.zurichinsurance.co.uk

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UK Branch registered in England. Number BR105. Authorised and regulated by the Financial Services Authority. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis.
The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF - Elemental Chlorine Free).
The paper is suitable for recycling.

