



# Home Summary of Insurance

An annual insurance for your home:

**Home Buildings** - the home, its domestic garages, greenhouses and outbuildings, permanent fixtures and fittings, swimming pools, terraces, patios, tennis courts, drives, footpaths, walls, fences, hedges and gates, all on the same premises.

**Home Contents** - household goods, clothing, personal effects and fixtures and fittings belonging to you or to members of your family permanently living with you.

Contents can be extended to include personal money, pedal cycles, clothing and personal effects, valuables and specified items such as sports equipment for loss or damage whilst away from the home within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

The insurance can be extended to include cover worldwide.

#### **Important Notes**

1. This Insurance does not cover property against ordinary deterioration - proper and regular maintenance is your responsibility.
2. The parties to the contract are entitled to choose the law applicable to your place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

## Section 1 - Buildings Insurance

This summary of cover available does not include full details of the terms, exclusions and conditions of the Policy. A specimen copy of the Policy is available on request as is a copy of the completed proposal form.

#### **Loss of or damage to the Buildings**

by fire, smoke, explosion, lightning, earthquake, riot, malicious persons, storm or flood (but not damage to fences, hedges and gates), escape of water or oil (including frost damage to the fixed water or heating systems), falling trees or branches, theft, impact by road vehicles, aircraft or trains, breakage of aerials, or subsidence or heave of the site, or landslip.

#### **Accidental breakage**

of sanitary fixtures and glass in doors, windows, conservatories and outbuildings.

#### **Accidental damage to the Buildings**

other than by wear and tear or any gradually operating cause; weather conditions; vermin; wet or dry rot; mechanical or electrical failure; the failure of any computer hardware or software to recognise correctly any date as its true calendar date.

#### **Accidental damage to underground services**

#### **Loss of rent and the cost of alternative accommodation**

up to 15% of the sum insured on Buildings should the Buildings become uninhabitable having suffered an insured loss.

#### **Trace and access**

The cost of tracing a leak of water or oil up to £5,000

**Property owner's legal liability** – up to £2,000,000 plus legal expenses

The cover also includes following an insured loss:

**architects', surveyors' and legal fees**

**costs of debris removal**

**cost to comply with local authority requirements.**

#### **Choosing your sum insured**

The sum insured is the maximum sum which we will pay in respect of loss of or damage to the Buildings. You should therefore make sure that the sum insured which you choose is sufficient to also meet the cost of debris removal, architects' and surveyors' fees and local authority requirements. The sum insured will be index-linked using the Association of British Insurers Rebuilding Cost Index however, it remains your responsibility to regularly review the adequacy of your sum insured.

To help you arrive at the correct sum insured please refer to our leaflet "A Guide to Rebuilding and Refurbishing Costs."

#### **Important exclusions and limitations (please refer to page 1, 3 & 4 of the Policy document for full details):**

The insurance does not cover loss of or damage to the Buildings by malicious persons, escape of water or oil, or theft after more than the first 30 consecutive days during which the home is left insufficiently furnished for full habitation.

There is an **Excess**, which is the amount of any claim to be paid by you, of **£50** in respect of each and every claim, except where:

- 1) we agree a different excess amount with you or
- 2) the loss or damage is caused by subsidence or heave of the site or landslip, where the **Excess** is increased to **£1,000**.

## Section Two - Contents Insurance

This summary of cover available does not include full details of the terms, exclusions and conditions of the Policy. A specimen copy of the Policy is available on request as is a copy of the completed proposal form.

### Loss of or damage to Contents in the Home

by theft, fire, smoke, explosion, lightning, earthquake, riot, malicious persons, storm, flood, escape of water or oil, falling trees or branches, impact by road vehicles, aircraft or trains, breakage of aerials, or subsidence or heave of the site, or landslip.

### Loss of or damage to Contents in the garden of your Home

If caused by the perils specified under Loss of or damage to Contents in the Home (see above) - up to £1500.

### Loss of or damage to Contents while temporarily outside the Home

in store, or during house removals.

### Accidental damage to contents in the home

except clothing and contact lenses. This cover can be deleted upon request, at a reduced premium.

### Rent and alternative accommodation

up to 15% of the sum insured on Contents

### Replacement locks following theft of external door keys

### Tenant's liability

up to 15% of the sum insured on Contents

### Compensation if you or your partner are fatally injured in your Home by fire, impact or thieves

£5,000 per person

### Household and occupiers liability

Up to £2,000,000 plus legal costs for any event except where the injury or disease is contracted by a person in the employment of the household where the £2,000,000 includes legal costs.

### Irrecoverable court awards

up to £1,000,000

### Oil and metered water

Up to £1,000

### Audio video and business equipment

Accidental damage to such items, subject to a limit of £5,000 for business equipment

### Loss of food in any freezer:

caused by failure of the power supply

caused by failure of the freezer provided the freezer is no more than 15 years old

up to £1,000 but not loss or damage occasioned by the deliberate act of the electricity supply authority.

### Excess

There is an **Excess**, which is the amount of any claim to be paid by you, of **£50** in respect of each and every claim, except where:

- 1) we agree a different excess amount with you or
- 2) the **Excess** will not apply if the claim is for theft from your home and the security precautions specified in the policy have been breached by the thief.

There is a policy limit of 25% of the total sum insured on valuables however this can be considered for increase on request.

The insurance does not cover property more specifically insured such as animals, boats, aircraft, mechanically propelled vehicles, other than domestic gardening equipment, caravans, trailers and their accessories attached to them.

Cover also excludes chewing, scratching, tearing or fouling by pets, wear and tear or any gradually operating cause, mechanical or electrical failure or the failure of any computer hardware or software to correctly recognise any date as its true calendar date.

### Choosing your sum insured

The sum insured is the maximum sum which we will pay in respect of loss or damage. You should choose the sum insured on the following basis:

#### Contents:

the full cost of replacing as new at current prices with no allowance for wear and tear except for clothing and household linen. The sum insured will be index-linked using the Retail Prices Index for consumer durables.

#### Pedal cycles and specified items:

the full cost of replacing as new at current prices.

#### Clothing, personal effects and unspecified valuables:

the maximum value of such items that are away from the home at any one time.

It remains your responsibility to regularly review the adequacy of your sum insured. To help you arrive at the correct sums insured

please refer to our leaflet "A Guide to Rebuilding and Refurbishing Costs."

**Important exclusions and limitations (please refer to pages 3, 4, 5, 6 & 7 of the Policy document for full details)**

Cover can be restricted when the home is unoccupied or unfurnished for more than 30 days.

### Optional Extensions

Cover can be extended to provide loss of or damage to items outside of the home as follows:

1. **Personal Money:** cover for family money and credit cards. The maximum we will pay is £500, less the **Excess**.
2. **Pedal Cycles:** owned by the family up to a maximum of £1,000 per pedal cycle, less the **Excess**. Theft cover will not be operative away from the Home unless the pedal cycle when left unattended is in a locked building, or attached to a permanent fixture by a security device.
3. **Clothing and Personal Effects:** clothing and items normally worn, used or carried about the person subject to a £1,500 limit on any one item. Claims are subject to an **Excess** and cover is not available for certain items e.g. contact lenses.
4. **Unspecified Valuables:** for items where the value of each individual item is not more than £1,500. Claims are subject to an **Excess** and cover is not available in respect of items of china, glass or porcelain.  
**Valuables:** means works of art, jewellery, watches, furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metals or precious stones.
5. **Specified Items:** for items valued at more than £1,500 and other items such as sport equipment. Claims are subject to an **Excess**. Cover is not available for equipment used for hazardous activities such as surfing and mountaineering.
6. **Loss of or damage arising outside** Great Britain, Northern Ireland, the Republic of Ireland the Isle of Man and the Channel Islands.

### Section 3 - Legal Expenses cover

To protect your family's legal rights and provide access to a legal remedy the above cover is automatically included when you effect Contents cover. The cover is provided by DAS, the U.K.'s largest legal expenses Insurance Company.

Cover is provided for the following:

**Employment Disputes** - Pursuing and defending a claim through an Employment Tribunal about a dispute relating to your job.

**Contract Disputes** - Pursuing and defending any claim over a contract for the sale or purchase of personal goods or the purchase of services, provided the amount in dispute is more than £100 and the contract was made after policy cover started.

**Injury** - Pursuing claims for the death or physical injury arising from any specific or sudden injury.

**Property Protection** - Pursuing your legal rights following damage to your personal possessions costing more than £100. Cover extends to your home with problems such as trespass and nuisance, but you will have to pay the first £250 of such claims

**Tax Protection** - Defending your rights following an investigation by the Inland Revenue into your self assessment tax return

**Jury Service** - Payment of your wage or salary if you are called to serve on a jury and your wage or salary is not recoverable from your employer or the court.

**Employees' Legal Defence** - Defence of any non-motor prosecution or civil proceedings under discrimination laws or the Data Protection Act, brought against you arising from your normal duties as an employee.

**European Cover** - Most cover is provided in the United Kingdom only, but personal injury and contract cover extend to Europe, where 150 DAS claims offices and a network of appointed lawyers are ready to help.

The maximum amount payable in respect of all claims resulting from one or more events arising at the same cause is £50,000. Cover will not however, operate in respect of any legal costs you may incur before your claim has been accepted by DAS.

The cover also provides access to a 24 hour helpline as follows:

**Eurolaw Legal Advice** - Our professional legal team is on hand with an extensive knowledge of the law of the UK, the Channel Islands and Isle of Man, the European Union, Switzerland and Norway. When it comes to personal legal problems, you will find that the assistance given by our advisers is second to none.

**Tax Advice** - The introduction of self assessment, accompanied by wider investigatory powers for HM Revenue & Customs, has increased the need for sound personal taxation advice. Our specialist team provides an advisory service for all your taxation problems.

**Domestic Assistance** - Emergency help from our national network of approved contractors can be arranged (all work is carried out at your expense). From a leaking tap to faulty electrics DAS will get help to you as soon as possible.

**Counselling Service** - Our qualified counsellors provide support and practical help in dealing with bereavement, alcohol or drug abuse, marital disputes and many other worrying problems.

**Health and Medical Information Service** - Provides information on health and fitness and non-diagnostic advice on medical matters.

**Veterinary Assistance** - If your pet is ill or injured, we can help you find a vet who can offer treatment.

**Childcare and Home Assistance** - We can help you find childcare or arrange domestic help if illness or an emergency stop you carrying out such tasks. You will have to pay for the help provided.

## Claims Settlement Provisions

### Buildings

Claims are settled on the basis of the cost of repair or replacement provided that such cost has been incurred. No deduction will be made for depreciation and wear and tear unless at the time of the loss or damage the damaged property is not in a good state of repair or the sum insured on Buildings is less than the cost of rebuilding them.

**Excess:** where an **Excess** applies it will be deducted from the amount payable in respect of any claim after the application of any relevant monetary limits specified in the policy.

**Undamaged items:** we will not pay for any undamaged items forming part of a matching set or group.

### Contents

Claims are settled on the basis of the cost of repair or replacement as new at current prices if the item is totally lost or destroyed. No deduction will be made for depreciation and wear and tear except for clothing and household linen or unless the sum insured is insufficient to replace all the Contents as new.

**Excess:** where an **Excess** applies it will be deducted from the amount payable in respect of any claim after the application of any relevant monetary limits specified in the policy.

**Matching carpets, suites and sets:** we will not pay for any undamaged items forming part of a matching suite or set or for any undamaged carpet, simply because it matches a damaged carpet in another room.

The sum insured is the maximum sum which we will pay in respect of loss of or damage to the Contents of your Home. (See definition on page 4 of the Policy document)

## Commencement of Insurance

Insurance will normally commence only from the date when the premium or a deposit premium is received by Cornish Mutual or its representatives, or on any later date requested by you. Cover is subject to Cornish Mutual acceptance of the proposal form. We reserve the right to decline the proposal. Confirmation of cover will be issued to you in writing together with the required legal documentation.

## Cancellation of cover

You have the right to cancel the policy within fourteen days of the conclusion of the contract or receipt of the policy documents, whichever is later. Your request to exercise this right must be made in writing to our Registered Office address.

We will return any premium paid, less an amount to represent the insurance cover we have provided, within thirty days of your request. The cost of the cover we have provided will be in proportion to the annual premium.

## Making a claim under your Policy

If you would like to make a claim under your Policy please contact the Claims Department or your Insurance Inspector.

Claims Department

Cornish Mutual

CMA House

Newham Road

Newham

Truro TR1 2SU

Tel: 01872 277151

Fax: 01872 263032

Email: [claims@cornishmutual.co.uk](mailto:claims@cornishmutual.co.uk)

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we have acknowledged receipt of your email.

## Financial Services Compensation Scheme

Our activities are covered by the Financial Services Compensation Scheme and consequently you may be entitled to compensation if we cannot meet our obligations. The amount of any compensation is dependent upon what insurance you have and the circumstances of the compensation claim but for compulsory classes of insurance please note there are no upper limits on any claim. For further information on The Financial Services Compensation Scheme contact the scheme directly on 0207 8927300, visit: [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsooken Street, London E1 8BN

### **Data Protection - Information Uses**

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

### **Insurance Administration**

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our agents and reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention.

In assessing any claims made, Cornish Mutual or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

### **Marketing**

The Cornish Mutual Assurance Company Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your Policy has lapsed or we may use your data to carry out research. If you do not wish your information to be used for these purposes please write to us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU.

## Our service to you

As a mutual organisation we are member-centred and want to ensure that we treat all our Members fairly and honestly. We seek to give a high level of service at all times.

If there are occasions when we do not meet your standards please contact us at the address below.

Cornish Mutual, CMA House, Newham Road, Newham, Truro TR1 2SU

Tel: 01872 277151 Fax: 01872 223053 Email: [enq@cornishmutual.co.uk](mailto:enq@cornishmutual.co.uk)

- We will acknowledge your complaint within five working days and give you the name and title of the person who is handling your complaint.
- We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days from receipt of the complaint. If compensation or redress is appropriate we will provide these details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.
- If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you of when you can expect to receive our final response.
- If you remain dissatisfied you have the option of contacting The Financial Ombudsman Service. Their contact details are:

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0845 0801800 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

To help us improve our service, telephone calls to us may be recorded and monitored.

Authorised and Regulated by the Financial Services Authority

**Registered Office:** Cornish Mutual Assurance Co. Ltd, CMA House, Newham Road, Newham, Truro, TR1 2SU

This summary of cover does not include full details of the terms, exclusions and conditions of the Policy. A specimen copy of the Policy wording is available on request. A copy of the completed proposal form will also be supplied on request.

Summary of cover documents are liable to alteration, this December 2009 version cancels all previous issues.



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**Head office**

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