

# Household Insurance Policy



Cornish Mutual  
Farming Insurance Experts




## Household Insurance Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

This Policy is subject to 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.

Signed on our behalf.



Chairman



Managing Director

## CyberScout 24/7 Cyber Helpline

Whether you require an immediate response to a cyber event or need some pre-incident advice, the CyberScout 24/7 Cyber Helpline is available to assist. CyberScout provides 24/7 direct call access to expert fraud specialists who can help with a range of incidents, including extortion, reputation damage (social engineering and cyber bullying), identity theft and fraud, financial fraud and loss, online retail fraud, ransomware, and liability exposure.

You can access this service by calling: **0808 189 2300**.

# Household Insurance Policy

## Section 1 – Buildings Insurance

### Definition of Terms

Each of the following words and expressions is given a specific meaning which applies whenever it appears in **bold** type (or in capital letters in the Schedule) in this section of the policy or in the general conditions, general exclusions, rights and responsibilities commencing on page 19 of the policy.

**We/Us/Our:** means Cornish Mutual Assurance Company Ltd.

**You/Your:** means the person or persons named in the **Schedule** as the Policyholder.

**Buildings:** means the private dwelling and its garages, greenhouses and outbuildings, tennis courts, swimming pools, terraces, patios, drives, cesspits, septic tanks, footpaths, walls, fences, hedges and gates and landlord's fixtures and fittings, all used for domestic purposes and all at the risk address specified in the **Schedule**.

**Excess:** means the monetary amount of the claim which **We** do not pay. **We** will deduct the monetary amount from the amount payable in respect of the claim after the application of any relevant monetary limits specified in this Policy.

Note: if one incident results in a claim being made under more than one section of this policy, only one excess (the higher amount) will apply.

**Fees:** means

- (i) reasonable architects', surveyors' and legal fees but not fees incurred in preparing any claim
- (ii) the cost, incurred with **Our** consent, of debris removal, dismantling, demolition, shoring up or propping
- (iii) the additional cost of reinstating the damaged parts of the **Buildings** incurred solely to comply with any statutory requirement or local authority by-law but not the cost of compliance with any notice served on **You** before the damage occurred.

**Heave:** means upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

**Household:** means **You**, all members of **Your** family and any other persons permanently residing with **You** excluding paying guests.

**Insured Peril:** means

1. Fire, explosion, lightning or earthquake.
2. Riot, civil commotion, labour and political disturbances.
3. Malicious persons, excluding loss or damage caused by any person lawfully on the premises at the risk address specified in the **Schedule**.
4. Storm or flood, excluding
  - a) loss or damage caused by frost, **Subsidence**, **Heave** or **Landslip**
  - b) loss or damage to fences, hedges and gates
  - c) loss or damage attributable solely to change in the **Water Table** level.
5. Escape of water or oil from any fixed domestic water or domestic heating system or any washing or dishwashing machine or fish tank, or the freezing of the system itself.
6. Falling trees or branches.
7. Theft or attempted theft, excluding theft by **You** or **Your** spouse or any person lawfully on the premises.
8. Impact by aircraft or aerial devices, trains, road vehicles or animals.
9. Breakage of aerials, their fixtures or masts.
10. **Subsidence** or **Heave** of the site, or **Landslip**, excluding
  - a) coastal erosion or normal **Settlement** or shrinkage
  - b) loss or damage arising from faulty workmanship, defective design or the use of defective materials or occurring while the **Buildings** are undergoing demolition or structural alterations or repairs
  - c) loss or damage caused by the movement of infill
  - d) loss of or damage to swimming pools, tennis courts, terraces, patios, drives, cesspits, septic tanks, footpaths, walls, gates, fences or hedges, unless the private dwelling or its garages, greenhouses or outbuildings are damaged at the same time.

**Landslip:** means downward movement of sloping ground.

**Schedule:** means the document which describes the details of the Policy that are specific to the **Household**.

**Settlement:** means downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.

**Subsidence:** means downward movement of the ground beneath the **Buildings** other than by **Settlement**.

**Sums Insured on Buildings:** means the sum specified as such in the latest **Schedule** or the subsequent renewal invitation. The sum will be deemed to be adjusted monthly in accordance with the percentage change in the Association of British Insurers Rebuilding Cost Index.

**Unfurnished:** means insufficiently furnished for full habitation.

**Unoccupied:** means not lived in by **you** or any person authorised by **you**. By “lived in” **we** mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the home.

**Water Table:** means the top level of underground water where the soil is in a permanent state of saturation.

## What is Insured

### A. Damage to the Buildings by an Insured Peril

Loss of or damage to the **Buildings** caused by an **Insured Peril** except loss or damage

- (a) specifically excluded from **Insured Perils** 3, 4, 7 or 10
- (b) caused by **Insured Peril** 3, 5 or 7 during any period in excess of 60 consecutive days in which the **Buildings** are **Unfurnished** or **Unoccupied**.

### B. Accidental Damage to the Buildings

Accidental damage to the **Buildings** except for loss of or damage

- (a) specifically included in or excluded from the insurance under A, D or E
- (b) which is solely due to the absence of maintenance or routine redecoration
- (c) caused by mechanical or electrical failure
- (d) caused by failure of any computer, computer program, data processing equipment, microchip, integrated circuit or similar device or any computer software to recognise correctly any date as its true calendar date
- (e) caused by
  - (i) wear and tear, atmospheric, climatic or weather conditions, the action of light, or any gradually operating cause
  - (ii) chewing, scratching, tearing or fouling by domestic pets
  - (iii) vermin, insects, wet or dry rot, or fungus
  - (iv) faulty workmanship, defective design or the use of defective materials
  - (v) the demolition of, or any structural alteration or repair to, the **Buildings**
- (f) occurring during any period in excess of 60 consecutive days in which the **Buildings** are **Unfurnished** or **Unoccupied**.

### C. Loss of Rent

If the **Buildings** are made uninhabitable by any of the events insured under A or B

1. loss of rent
2. the reasonable additional cost of comparable alternative accommodation incurred whilst the **Home** is uninhabitable.

**We** will not pay more than 15% of the **Sum Insured on Buildings** in respect of any one event.

### D. Underground Services

Accidental damage to the underground pipes, drains and cables (including their inspection covers) serving the **Buildings** provided that **You** are responsible for repairing the damage.

### E. Fixed Glass and Sanitary Fixtures

Accidental breakage of glass and sanitary fittings fixed to and forming part of the **Buildings** except breakage occurring during any period in excess of 60 consecutive days in which the **Buildings** are **Unfurnished** or **Unoccupied**.

### F. Property Owner's Liability

**We** will insure **you** for up to £5,000,000 against **your** legal liability as owner of the **buildings** for any one accident or series of accidents occurring during the period of insurance and arising out of or attributable to one source or original cause inclusive of all costs and expenses which **we** have agreed to in writing in advance.

**We** will provide this cover for liability arising from accidental bodily injury including death disease or illness or accidental damage to property arising from:

- (i) **you** owning the home and its land; or
- (ii) any home **you** used to own which has been sold but for which **you** have liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

# Household Insurance Policy

Excluding:

- a) liability arising from:
  - (i) Loss of or damage to property belonging to held in trust or controlled by any member of the **household**.
  - (ii) Any profession business or employment involving any member of the **household**.
  - (iii) Injury (including death, disease or illness) to any member of the **household** or any person employed by the **household**.
  - (iv) Any member of the **household** owning or using motor vehicles.
  - (v) Any agreement **you** have made unless **you** would have been liable even without the agreement.
  - (vi) Any deliberate wilful or malicious act.
- b) any fines, penalties or punitive, exemplary, aggravated, multiplied or liquidated damages.

## G. Indemnity to Contracting Purchaser

When **You** agree to sell your interest in the **Buildings** the buyer will have the benefit of this insurance until completion of the sale unless the buyer is insured under any other Policy.

## H. Trace and Access

**We** will pay costs and expenses necessarily incurred by **You** with **Our** consent in locating the source of a leakage of oil or water at the risk address and the cost of making good damage caused by the search.

**We** will not pay more than £10,000 in respect of any one event less the **Excess**.

## Claims Settlement Provisions

- A. Claims for loss of or damage to property (other than property which is the subject of a claim under F. **Property Owner's Liability**) will be settled on the following basis by payment or, at **Our** option, by repair or replacement.
  - 1. (i) If repair or replacement is carried out the cost, including **Fees**, necessarily incurred in repairing or replacing the part of the property which is lost or damaged. No deduction will be made for depreciation and wear and tear unless at the time of the loss or damage
    - (a) that part of the property which is the subject of the claim is not in a good state of repair or
    - (b) the **Sum Insured on Buildings** is less than the cost, including **Fees**, of rebuilding the **Buildings** in their entirety.
  - (ii) If repair or replacement is not carried out
    - (a) what it would cost to settle the claim in the terms of 1(i) above but with deduction for any betterment, depreciation and wear and tear or, at **Our** option,
    - (b) the difference between the value of the **Buildings** before the loss or damage and their value after the loss or damage.
  - 2. The **Excess** shown against the item in the **Schedule** will apply to each claim for loss or damage.
  - 3. The amount payable under 1(i) or 1(ii) for any one event will not exceed the **Sum Insured on Buildings** less the **Excess**.
- B. For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.
- C. **We** will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

## Section 2 – Contents Insurance

### Definition of Terms

Each of the following words and expressions is given a specific meaning which applies whenever it appears in **bold** type (or in capital letters in the Schedule) in this section of the policy or in the general conditions, general exclusions, rights and responsibilities commencing on page 19 of the policy.

**Business Equipment:** means any electronic office equipment and office furniture used for clerical or administrative business purposes while it is being kept in **your** home, not exceeding £10,000 in total value.

**Contents:** means **Business Equipment**, household goods, furniture and furnishings, clothing, **Personal Effects** and fixtures and fittings (not the landlord's) owned by or the legal responsibility of the **Household** or any domestic servant residing with the **Household**, but not

- (i) **Money** in excess of £500.00
- (ii) property more specifically insured
- (iii) securities, certificates and documents, animals, boats, aircraft, mechanically propelled vehicles (other than domestic gardening equipment), caravans, trailers and their accessories while attached to them
- (iv) any part of the **Home**, including ceilings, wallpaper, tiles and the like
- (v) plants, trees and shrubs in the garden.

The total value of **Valuables** will be treated as not exceeding 25% of the total **Sum Insured on Contents**.

Films, photographs, tapes, cassettes, records, discs and the like are insured up to their value as unused material or, where purchased pre-recorded, for an amount not exceeding the maker's latest list price.

**Credit Card:** means any credit card, charge card, debit card, cheque guarantee card or cash dispenser card issued in the United Kingdom, the Isle of Man or the Channel Islands belonging to any member of the **Household**.

**Domestic Employee:** means a person directly employed by **You** solely to carry out domestic duties in **Your** home and/or its garden

**Excess:** means the monetary amount of the claim which **We** do not pay. **We** will deduct the monetary amount from the amount payable in respect of the claim after the application of any relevant monetary limits specified in this Policy.

Note: if one incident results in a claim being made under more than one section of this policy, only one excess (the higher amount) will apply.

**Excluded Events:** means

- (a) mechanical or electrical failure
- (b) the failure of any computer, computer program, data processing equipment, microchip, integrated circuit or similar device or any computer software to recognise correctly any date as its true calendar date
- (c) loss or damage caused by
  - (i) wear and tear, atmospheric, climatic or weather conditions, depreciation, the action of light, or any gradually operating cause
  - (ii) vermin, insects or fungus
  - (iii) any process of installing, erecting, dismantling, repairing, altering or adjusting
  - (iv) delay, confiscation or detention by Customs or other officials.

**Freezer:** means any domestic deep freezer or fridge/freezer in the **Home**.

**Heave:** means upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

**Home:** means the private dwelling and its garages, greenhouses and outbuildings, all used for domestic purposes and all at the Risk Address specified in the **Schedule**.

**Household:** means **You**, all members of **Your** family and any other persons permanently residing with **You** excluding paying guests.

**Insured Perils:** means

1. Fire, explosion, lightning or earthquake
2. Riot, civil commotion, labour and political disturbances
3. Malicious persons, excluding loss or damage caused by any person lawfully on the premises at the Risk Address specified in the **Schedule**
4. Storm or flood excluding
  - a) loss or damage caused by frost, **Subsidence**, **Heave** or **Landslip**
  - b) damage attributable solely to change in the **Water Table** level
5. Escape of water or oil from any fixed domestic water or heating system (excluding damage to the system itself resulting from such escape of water or oil) or any washing or dishwashing machine or fish tank

# Household Insurance Policy

6. Falling trees or branches
7. Theft or attempted theft, excluding theft by **You** or **Your** spouse or any person lawfully on the premises
8. Impact with the **Home** by aircraft or aerial devices, or anything dropped from them, trains, road vehicles or animals
9. Breakage of aerials, their fixtures or masts
10. **Subsidence** or **Heave** of **Your Home**, or **Landslip**.

**Landslip:** means downward movement of sloping ground.

**Money:** means cash, bank or currency notes, postal or money orders, current postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers' cheques, luncheon vouchers, gift vouchers, trading stamps, telephone cards and travel tickets.

**Personal Effects:** means property normally worn, used and carried about the person in every day life.

**Schedule:** means the document which describes the details of the Policy that are specific to the **Household**.

**Settlement:** means downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.

**Subsidence:** means downward movement of the ground beneath the **Buildings** other than by **Settlement**.

**Sum Insured on Contents:** means the sum specified as such in the latest **Schedule** or in the subsequent renewal invitation. This sum will be deemed to be adjusted monthly in accordance with the percentage change in the Consumer Durables Section of the General Index of Retail Prices. During the period of 37 days commencing 1st December each year and ending on 6th January in the following year the sum specified in the latest **Schedule** is increased by £2,000.

**Unfurnished:** means insufficiently furnished for full habitation.

**Unoccupied:** means not lived in by **you** or any person authorised by **you**. By "lived in" **we** mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the home.

**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.

**Water Table:** means the top level of underground water where the soil is in a permanent state of saturation.

**We/Us/Our:** means Cornish Mutual Assurance Company Ltd.

**You/Your:** means the person or persons named in the **Schedule** as the Policyholder.

## What is Insured

### A. Contents in the Home: Insured Perils

Loss of or damage to the **Contents** in the **Home** caused by an **Insured Peril** except loss or damage

- a) specifically excluded from **Insured Peril** 3, 5 or 7
- b) caused by **Insured Peril** 7 while the **Home** or any part of it is lent, let or sublet or is used for the accommodation of paying guests or if it is a flat which is not self-contained, unless such loss or damage involves entry to or exit from the **Home** by violent and forcible means.

**We** will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess**.

### B. Contents in the Home: Accidental Damage

Accidental damage to the **Contents** in the **Home** except loss or damage

- a) specifically included in or excluded from the insurance under A. **Contents in the Home: Insured Perils**
- b) to food by deterioration
- c) to clothing, contact lenses, pedal cycles, sports equipment, records, discs, cassettes, tapes or styli
- d) caused by **Excluded Events**
- e) caused by
  - (i) any process of cleaning, dyeing, renovating or restoring
  - (ii) chewing, scratching, tearing or fouling by domestic pets.

**We** will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess**.

### C. Contents outside the Home

1. Loss of or damage to the **Contents** occurring outside the **Home** within the boundaries of the land belonging to the **Home** if caused by an **Insured Peril**.

**We** will not pay more than £1,500 in respect of any one event, less the **Excess**.

2. Loss of or damage to the **Contents** caused by an **Insured Peril** and occurring while the **Contents** are temporarily
  - (i) stored in a furniture depository or other building pending removal to **Your** new permanent residence



- (ii) removed from the **Home** into any bank, safe deposit, occupied private dwelling or any building where the **Household** is residing, employed or carrying on business.

3. Loss of or damage to the **Contents** in transit between any two of the following places

- (i) the **Home**
- (ii) any furniture depository or any other building in which the **Contents** are stored pending removal to **Your** new permanent residence
- (iii) **Your** new permanent residence.

**We** will not pay under 2) and 3) more than the **Sum Insured on Contents** in respect of any one event, less the **Excess**.

**D. Loss of Rent**

If the **Home** is made uninhabitable by an **Insured Peril**

- (i) rent which continues to be payable to **You**
- (ii) the reasonable additional cost of comparable alternative accommodation incurred by any member of the **Household**

in respect of the period necessary for reinstatement.

**We** will not pay

- a) costs incurred without **Our** permission
- b) more than 15% of the **Sum Insured on Contents** in respect of any one event.

**E. Audio Video Equipment and Business Equipment**

Accidental damage to **Business Equipment** television sets, radios, video cassette recorders or any other recording, video or audio equipment, home computer or video game equipment owned by or the legal responsibility of the **Household** if the damage occurs in the **Home** or in any other occupied private dwelling to which the equipment is temporarily removed.

**We** will not pay for

- a) **Excluded Events**
- b) damage to records, discs, cassettes, tapes or styli
- c) damage to any item (other than a portable television set or a remote control unit) designed to be portable.

**F. Mirrors and Fixed Glass in Furniture**

Accidental breakage in the **Home** of mirrors, plate glass tops and fixed glass in furniture and fish tanks and ceramic hobs. **We** will not pay for breakage of lighting fixtures and fittings.

**G. Loss of Domestic Oil and Metered Water**

Loss of oil following accidental damage to domestic storage tanks or domestic supply pipes at the **Home**.

Loss of metered water following accidental damage to the domestic water or heating installation at the **Home**.

**We** will not pay

- a) more than £1,000 in respect of any one event less the **Excess**
- b) for loss or damage caused after the **Home** is left **Unfurnished** or **Unoccupied** for more than 60 consecutive days.

**H. Food in the Freezer**

Loss or damage to foods in the **Freezer** caused by failure of the **Freezer** or the power supply, and the reasonable cost of temporarily hiring alternative freezer space in order to avoid or diminish such loss or damage.

**We** will not pay

- a) more than £1,000 in respect of any one event less the **Excess**
- b) for loss or damage occasioned by the deliberate act of the electricity supply authority or its employees
- c) for loss or damage if the compressor unit of the **Freezer** is more than 15 years old.

**I. Theft of Door Keys**

The cost necessarily incurred in replacing and installing external door locks for **Your Home** if the keys to such locks have been stolen.

**J. Tenant's Liability**

If **You** are a tenant of the **Home** and not the owner or leaseholder

1. (i) the damage to the **Home** caused by **Insured Peril** 4, 5, 7 or 9

# Household Insurance Policy

- (ii) accidental damage to underground pipes, drains and cables (including the inspection covers) serving the **Home** if **You** are liable for such damage under the tenancy agreement
- 2. (i) accidental breakage of glass and sanitary fittings fixed to and forming part of the **Home**
- (ii) damage in the **Home** to interior decorations and landlord's fixtures and fittings that are not otherwise insured if caused by an **Insured Peril** whether or not **You** are liable for such breakage or damage under the tenancy agreement.

**We** will not pay

- a) more than 15% of the **Sum Insured on Contents** in respect of any one event, less the **Excess**
- b) for damage occurring during any period in excess of 60 consecutive days in which the **Home** is left **Unfurnished** or **Unoccupied**.

## K. Household and Occupier's Liability

All sums which the **Household** becomes legally liable to pay in respect of:

- 1. accidents resulting in bodily injury
- 2. illness or disease contracted by any person
- 3. loss of or damage to property arising in the British Isles or Worldwide during a temporary visit

occurring during the period of insurance.

**We** will not pay

- a) in respect of all events arising from any one cause, more than
  - (i) £5,000,000 plus costs and expenses incurred with our consent except as shown in (ii) below
  - (ii) £5,000,000 inclusive of costs and expenses in respect of bodily injury to or disease contracted by a **Domestic Employee** of the **Household** where such injury or disease arises out of and in the course of such employment.
- b) for
  - (i) bodily injury, illness or disease contracted by the **Household**
  - (ii) loss of or damage to property owned by or in the care of the **Household**
  - (iii) bodily injury, illness or disease contracted by any person or loss of or damage to property caused by or arising from
    - a) the ownership or occupation of any land or building other than the occupation of the premises at the Risk Address specified in the **Schedule**
    - b) the profession, trade, occupation, business or employment of the **Household**
    - c) non-domestic animals or any domestic animal listed under the Dangerous Dogs Act 1991 or any later legislation, motor vehicles, caravans, trailers, watercraft, aircraft (including drones) or parts and accessories whilst attached to or in any part of them, model aircraft, mechanically propelled vehicles (other than domestic gardening equipment) and horses used for racing or steeplechasing unless the bodily injury, illness or disease is sustained by a **Domestic Employee** and arises out of and in the course of their employment
  - (iv) liability which arises only because of an agreement.

## L. Fatal Injury in the Home

If **You** or **Your** spouse suffer accidental bodily injury in the **Home** caused by **Insured Peril** 1, 7 or 8 **We** will pay £5,000 if within 12 months that injury alone causes death.

## M. Optional Extensions

The following optional extensions are only valid if they are shown on the **Schedule**.

### Personal Money

Loss of **Money** belonging to the **Household** and not kept or used for business purposes and all sums which the **Household** becomes liable to pay to the issuing organisation as a result of the fraudulent use by any unauthorised person (not being the **Household**) of any **Credit Card** except

- a) **Excluded Events**
- b) depreciation in value of shortage due to errors or omissions in receipts, payments or accountancy
- c) any loss not reported to the police within 24 hours of its discovery by the **Household**
- d) payment of any amount under c) unless the holder of the **Credit Card** has complied with all the terms and conditions subject to which it was issued
- e) loss or damage arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and

the Channel Islands other than for a total of up to 60 days in any one period of insurance elsewhere in the world.

**We** will not pay more than £500 in respect of any one event less the **Excess**.

### **Pedal Cycles**

Loss of or damage to any pedal cycle owned by the **Household** except

- a) loss or damage due to an **Excluded Event**
- b) theft of accessories unless stolen with the pedal cycle
- c) theft of the pedal cycle or parts of the cycle beyond the boundaries of the **Home** unless the pedal cycle is in a locked building or has been attached to a permanent fixture and immobilised by a security device
- d) loss or damage while the pedal cycle is being used for racing
- e) damage to tyres and inner tubes by punctures, cuts or bursts
- f) loss or damage arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands other than for a total of up to 60 days in any one period of insurance elsewhere in the world.

**We** will not pay more than £1,000 for any one pedal cycle in respect of any one event less the **Excess**.

### **Clothing and Personal Effects**

Loss of or damage to clothing and personal effects owned by the **Household** except

- a) loss or damage due to an **Excluded Event**
- b) contact lenses, sports equipment and specialised sports clothing
- c) musical instruments
- d) breakage of strings, reeds or drum skins or denting, scratching or bruising of musical instruments
- e) loss or damage arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands other than for a total of up to 60 days in any one period of insurance elsewhere in the world.

**We** will not pay more than £1,500 for any one item in respect of any one event less the **Excess**.

### **Unspecified Valuables**

Loss of or damage to unspecified **Valuables** owned by the **Household** except

- a) loss or damage due to an **Excluded Event**
- b) china, glass, porcelain articles or sports equipment
- c) loss or damage arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands other than for a total of up to 60 days in any one period of insurance elsewhere in the world.
- d) musical instruments used or held for business or professional purposes
- e) breakage of strings, reed or drum skins or denting, scratching or bruising of musical instruments.

**We** will not pay more than £1,500 for any one item in respect of any one event less the **Excess**.

**We** will not pay more than the Sum Insured specified as such in respect of each item shown in the latest schedule or in the subsequent renewal invitation.

### **Specified Items**

Loss of or damage to property shown in the **Schedule** owned by the **Household** except

- a) loss or damage due to an **Excluded Event**
- b) equipment used for mountaineering, potholing, snow skiing, parachuting, windsurfing, surfing and underwater sports
- c) motor vehicles, trailers, caravans, boats, vessels, aircraft (including drones and model aircraft) and their respective accessories
- d) clothing other than specialised sports clothing
- e) loss or damage while taking part in organised racing (other than on foot) or professional sport
- f) loss or damage to racquets, cricket bats or golf clubs while in play
- g) any article used or held for business or professional purposes
- h) breakage of strings, reeds or drum skins or denting, scratching or bruising of musical instruments

# Household Insurance Policy

- i) loss or damage arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands other than for a total of up to 60 days in any one period of insurance elsewhere in the world.

## Claims Settlement Provisions

- A. Claims for loss of or damage to property (other than property which is the subject of a claim under K. **Household and Occupier's Liability**) will be settled on the following basis by payment or, at **Our** option, by repair or replacement subject to any relevant monetary limit specified in this Policy:
  - 1. **Contents** and optional extensions: the cost of repair, or of replacement as new if an article is totally lost or destroyed. An allowance for any depreciation for wear and tear will be made in respect of
    - (a) clothing and household linen
    - (b) property insured under sections A. **Contents in the Home: Insured Perils**, B. **Contents in the Home: Accidental Damage**, C. **Contents outside the Home** or J. **Tenant's Liability** if at the time of the loss or damage the **Sum Insured on Contents** is less than the cost of replacing all the **Contents** of the **Home** as new without deduction for depreciation and wear and tear, except for clothing and household linen.
  - 2. The **Excess** shown against the item in the **Schedule** will apply to each claim for loss or damage except in the circumstances described in 3. If a claim is subject to more than one **Excess** for loss or damage caused at the same time by the same event only the **Excess** with the highest monetary value will apply.
  - 3. No **Excess** will apply to a claim for loss or damage caused in the **Home** by **Insured Peril** 7, if the intruder gained entry
    - (i) by violent or forcible means through a door or window protected by a properly set intruder alarm system in full working order, or
    - (ii) by violent and forcible means through
      - (a) a door, other than a patio door, locked by a mortice deadlock meeting at least British Standard 3621, or by a rim automatic deadlock, or
      - (b) a patio door locked by a key-operated lock designed to prevent the door from being lifted off its track or
      - (c) a window locked by a key-operated lock or bolt provided that the key had been withdrawn from the lock or bolt if the **Home** was without an occupant at the time, or
    - (iii) by violence or threat of violence against the **Household**, or by deception, or
    - (iv) by violent or forcible means otherwise than through a door or a window designed to be opened.
- B. For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.
- C. **We** will not be liable for any replacement of or work on
  - (a) any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design
  - (b) an undamaged carpet or floor covering not in the room or area in which the damage occurred, solely because the undamaged carpet or floor covering matched the damaged carpet or floor covering in colour, pattern or design.

## Section 3 - Legal Expenses

### **(This section automatically applies if Section 2 Contents Insurance is insured)**

This section is administered by ARAG plc on behalf of the Insurer SCOR UK Company Limited. ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. SCOR UK Company Limited ("SCOR") is registered in England and Wales number 01334736. Registered address 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulations Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333.

### **Consumer Legal Services**

[www.araglegal.co.uk](http://www.araglegal.co.uk)

### **Getting started**

You will need to enter voucher code AFE48BBE98B5 when you register to use the website. Once you have registered you can access the website at any time to create and securely store your legal documents.

### **More help?**

If you have problems using the website please contact our digital technical support team. Contact details can be found on the website. Our digital technical support team cannot give you legal or insurance advice.

### **Helplines**

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use.

The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

### **Legal and Tax Advice 01872 270 174**

If you have a legal or tax problem, we recommend you call our confidential legal and tax advice helpline.

Legal advice is available 24 hours a day, 365 days of the year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). We give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### **Identity theft resolution 01872 272 169**

This service is available between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help you keep your personal identity secure. Where identity theft is suspected, our specialist caseworkers can help you to restore your credit rating and correspond with your card issuer, bank or other parties. Identity theft expenses are insured under Insured event 9. when you use this helpline.

# Household Insurance Policy

## Section 3 - Definitions

The following words have these meanings wherever they appear in this section in **bold**.

### Appointed Advisor

means the

- (a) solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on behalf of the **insured**;
- (b) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

### Collective Conditional Fee Agreement

means a legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

- (a) 100% “no-win no-fee” or
- (b) where discounted, that a discounted fee is payable.

### Conditional Fee Agreement

means a legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of either

- (a) 100% “no-win no-fee” or
- (b) where discounted, that a discounted fee is payable.

### Geographical Limit

means

- (a) for What is covered 2. Contract and 4. Personal injury the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland
- (b) the United Kingdom, Channel Islands and Isle of Man other than as specified in (a) above.

### Insured

means **you**, **your** partner and relatives permanently living with **you** in **your** main home in the UK. (The **insurer** will cover **your** children temporarily away from home for the purposes of higher education.)

### Insurer

means SCOR UK Company Limited.

### Legal Costs & Expenses

means

- (a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**  
The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44
- (b) in civil claims, other side’s costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement
- (c) reasonable accountancy fees reasonably incurred under Insured event 6. Tax by the **appointed advisor** and agreed by **us** in advance
- (d) the **insured**’s basic wages or salary under Insured event 8. Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal
- (e) the reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 9. Identity theft where the **insured** has taken advice from **our** Identity theft resolution helpline.

### Reasonable Prospects of Success

means

- (a) other than as set out in (b) and (c) below a greater than 50% chance of the **insured** pursuing or defending the claim and if **you** are seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 2. Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- (b) In criminal prosecution claims where the **insured**
  - (i) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - (ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- (c) In all claims involving an appeal a greater than 50% chance of the **insured** being successful.

Where it has been determined that **reasonable prospects of success** does not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

### We/Us/Our

means ARAG plc who is authorised under a coverholder agreement on behalf of the **insurer**.

### You/Your

means the person(s) named in the schedule to which this policy attaches.

## Section 3 - Cover

### What is covered

---

#### 1. Employment

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related legal rights.

**You** can claim under the policy as soon as internal procedures as set out in the

- (a) ACAS Code of Practice for Disciplinary and Grievance Procedures or
- (b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

#### 2. Contract

---

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- (a) buying or hiring consumer goods or services
- (b) privately selling goods
- (c) buying or selling **your** main home
- (d) renting **your** main home as a tenant
- (e) the occupation of **your** main home under a lease.

#### 3. Property

---

A dispute relating to visible property which the **insured** owns following

- (a) an event which causes physical damage to the **insured's** visible property including **your** main home
- (b) a public or private nuisance or trespass provided that where any boundary is in dispute **you** have proof of where the boundary lies.

### What is not covered

---

Any claim arising from or relating to

- (a) disputes arising solely from personal injury
- (b) defending the **insured** other than defending an appeal
- (c) costs the **insured** incurs to prepare for an internal disciplinary hearing, grievance or appeal
- (d) an **insured's** employer's or ex-employer's pension scheme
- (e) a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under the policy.

Any claim arising from or relating to

- (a) disputes with tenants or leasees where the **insured** is the landlord or lessor
- (b) loans, mortgages, pensions or any other banking life or long-term insurance products, savings or investments
- (c) **the insured's** business activities, trade, venture for gain, profession or employment
- (d) a contract involving a motor vehicle
- (e) a settlement due under an insurance policy
- (f) construction work, or the design, conversion or extension of any building where the dispute arises from;  
an agreement that
  - (i) exceeds; or
  - (ii) is ancillary to another contract that exceeds; £10,000 in value including VAT
- (g) a dispute with any party other than the party with whom the **insured** has entered into an agreement or alleged agreement with.

- (a) An excess of £250 for any claim under What is covered 3.(b) which the **insured** must pay as soon as **we** accept the claim.
- (b) Any claim arising from or relating to
  - (i) a contract entered into by an **insured**
  - (ii) any building or land other than **your** main home
  - (iii) a motor vehicle
  - (iv) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
  - (v) defending any dispute under What is covered 3.(a) other than defending a counter claim or an appeal
  - (vi) a dispute with any party other than the person(s) who caused the damage nuisance or trespass.

# Household Insurance Policy

## What is covered

---

### 4. Personal injury

---

A sudden event directly causing the insured physical bodily injury or death.

### 5. Clinical negligence

---

A dispute arising from alleged clinical negligence or malpractice.

### 6. Tax

---

A formal enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

### 7. Legal defence

---

- (a) **Work**  
An alleged act or omission of the **insured** that arises from their work as an employee and results in
- i. the **insured** being interviewed by the police or others with the power to prosecute
  - ii. a prosecution being brought against the **insured** in a court of criminal jurisdiction
  - iii. civil proceedings being brought against the **insured** under unfair discrimination laws.
- (b) **Motor**  
A motoring prosecution being brought against the insured.
- (c) **Regulatory investigations**  
A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

### 8. Loss of earnings

---

The insured's absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.

### 9. Identity theft

---

A dispute arising from the use of the insured's personal information without their permission to commit fraud or other crimes provided the insured contacts our Identity theft resolution helpline as soon as they suspect their identity may have been stolen.

## What is not covered

---

Any claim arising from or relating to

- (a) a condition, illness or disease which develops gradually over time
- (b) mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- (c) defending any dispute other than an appeal.

---

(a) Any claim arising from or relating to a contract dispute.

(b) Defending any dispute other than an appeal.

---

Any claim arising from or relating to

- (a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- (b) a business or venture for gain of the **insured**
- (c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- (d) any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland
- (e) an investigation by the Fraud Investigation Service of HMRC.

---

Any claim arising from or relating to

- (a) owning a vehicle or driving without motor insurance or driving without a valid driving licence
- (b) a parking offence.

---

(a) Loss of earnings in excess of £1,000.

(b) Any sum which can be recovered from the court or tribunal.

---

The **insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.



### Section 3 - Settling claims

The **insurer** will pay **legal costs & expenses** up to £50,000 for all claims related by time or originating cause for an event that is covered by this section including the cost of appeals, subject to all the following requirements being met.

- (a) The **insured** keeps to the terms of this section and co-operates fully with **us**.
- (b) The event to be covered happens within the **geographical limit**.
- (c) The claim
  - (i) always has **reasonable prospects of success**
  - (ii) is reported to **us**
    - during the period of insurance
    - as soon as the **insured** first becomes aware of circumstances which could lead to a claim.
- (d) Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- (e) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **geographical limit**.

**We** consider that a claim has been reported to **us** when **we** have received the **insured's** fully completed claim form.

Where the **insured** is seeking financial remedy and the cost of pursuing the **insured's** claim is likely to be more than any award of damages, the **insurer** will not pay more than the value of the likely award.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

### Section 3 - Conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section refuse a claim or withdraw from an ongoing claim.

The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

#### 1. Your responsibilities

An **insured** must

- (a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- (b) co-operate fully with **us** give the **appointed advisor** any instructions **we** require and keep them updated with progress of the claim and not hinder them
- (c) take reasonable steps to claim back **legal costs & expenses** and employment tribunal fees and where recovered pay them to the **insurer**
- (d) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

#### 2. Freedom to choose an appointed advisor

- (a) In certain circumstances as set out in 2(b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- (b) If
  - (i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
  - (ii) there is a conflict of interestthe **insured** may choose a qualified **appointed advisor**.
- (c) Where the **insured** wishes to exercise their right to choose, the **insured** must write to **us** with their preferred representative's contact details and costs.
- (d) Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- (e) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, the **insurer's** liability in respect of that claim will end immediately.

# Household Insurance Policy

- (f) In respect of a claim under What is covered 1. Employment, 2. Contract, 4. Personal injury or 5. Clinical negligence, the **insured** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

### 3. Consent

- (a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **insured** must have **your** agreement to claim under this policy.

### 4. Settlement

- (a) The **insurer** has the right to settle the claim by paying its reasonable value.
- (b) The **insured** must not negotiate settle the claim without **our** written agreement.
- (c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.
- (d) The **insured** must settle costs arising from What is covered 9. Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

### 5. Barrister's opinion

**We** may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim.

If the opinion supports the **insured** then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us** then the **insurer** will pay for a final opinion which shall be binding on both parties. This does not affect the **insured's** rights under Condition 6 below.

### 6. Disputes

If any dispute between the **insured** and **us** arises from this section, the **insured** can make a complaint to **us** as described on page 19 and **we** will try to resolve the matter.

If **we** and/or the **insurer** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 7. Acts of Parliament

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

### 8. Fraudulent claims and claims tainted by dishonesty

- (a) If an **insured** makes any claim which is fraudulent or false, this section may become invalid and all benefit under it may be lost.
- (b) An **insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
- (i) affected **our** assessment of **reasonable prospects of success**, and/or
  - (ii) prejudiced any part the outcome of the **insured's** claim

the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

### Section 3 - Exclusions

The **insured** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** incurred without **our** consent
2. any actual or alleged act or omission or dispute happening before or existing at the start of this insurance and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section
3. an amount below £100
4. an allegation against the **insured** involving
  - (a) assault, violence, malicious falsehood or defamation
  - (b) indecent or obscene materials
  - (c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - (d) illegal immigration
  - (e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
5. a dispute between **your** family members
6. an **insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence except as provided for in What is covered 5. Clinical negligence
9. a dispute with **us** not dealt with under Condition 6 or the **insurer** or the company that sold this policy
10. a group litigation order
11. the payment of fines, penalties or compensation awarded against the **insured**
12. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Section 3 - When you need to make a claim

Telling **us** about a claim

- 1) If an **insured** needs to make a claim, they must notify **us** as soon as possible.
- 2) If an **insured** instructs their own solicitor or accountant without telling **us**, they will be liable for costs that are not covered by this section.
- 3) A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by telephoning **us** on 01872 270 159 between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

- 1) **We** will send the **insured** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to the **insured** either:
  - (a) confirming cover under the terms of this section and advising the **insured** of the next steps to progress their claim; or
  - (b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
- 3) When a representative is appointed they will try to resolve the **insured's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **insured's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to co-operate or a legal timetable is decided by the courts.

# Household Insurance Policy

## Section 3 - Complaints

### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to **our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways

**0117 917 1561** (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays)

For **our** mutual protection and training purposes, calls may be recorded.

**customerrelations@arag.co.uk**

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

### Step 2

Should **you** remain dissatisfied **you** can refer **your** complaint to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. Their contact details are shown on page 24.

## Making a claim under your Policy

Should you need to make a claim under this Policy, please let us know as soon as possible after the incident by contacting our Claims Team on 01872 277151. This service is available Monday to Friday 8.30am to 5.30pm.

If you are contacting us out of hours, you can leave us a message and an experienced claims handler will contact you when we are open.

Please ensure you leave your details, including your policy number, in any message left for us so that it will enable us to deal with your claim efficiently.

**For Legal Expenses claims please see Section 3.**

## General Conditions

### 1. Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to us if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If the misrepresentation is deliberate or reckless **we** may:

- i) refuse all claims,
- ii) cancel the policy from the beginning and retain all premiums paid.

### 2. Changes we need to know about

**You** must inform **us** immediately if **you** or a member of **your household** have been convicted (or charged but not yet convicted) of a non-motoring criminal offence.

**You** must inform us:

- a) within 7 days of planning any building work within the boundaries of **your** home;
- b) before **you** change your address;
- c) before any change of use or occupancy of the premises.

**You** must inform us at the next renewal date if any of the following occur at any time throughout **your** current period of insurance:

- i) **you** or a member of **your household** incur any County Court Judgments or other judgments relating to debt;
- ii) **you** or a member of **your household** are made bankrupt or involved with a company which becomes insolvent or goes into liquidation;
- ii) **you** change **your** occupation.

When **you** inform us of any change **we** may amend the premium or alter the terms of the policy immediately or at the next renewal. In some instances **we** may not be able to continue to provide cover and will cancel the policy.

3. **Duty of Care:**

**You** must take all reasonable steps to prevent loss of or damage to property insured by this policy and to maintain the property in a good condition and in a good state of repair. If **you** fail to do so this may prejudice **your** claim which may not be met.

(d) **You** must give **us** any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim.

(e) **You** must take all practicable steps to recover property lost and otherwise minimise the claim.

**We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the information as part of **your** claim.

The action to take then depends on the type of claim.

4. **Making a Claim:**

(a) If any event occurs which may result in a claim under this policy **you** must tell **us** as soon as is reasonably possible. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.

(b) To help prove **your** claim **we** may require **you** to provide original purchase receipts invoices bank or credit card statements instruction booklets photographs utility bills pre-purchase surveys or plans and deeds of **your** property.

(c) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.

**Riot**

Tell **us** within seven days. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.

**Accidental loss outside the home theft vandalism or malicious acts**

Tell the police immediately. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.

**Legal liability for injury or damage**

Immediately send **us** any writ summons or other legal document. If **you** fail to do so **our** position may be prejudiced and any claim may not be covered by this insurance.

**You** must not negotiate or admit or deny any claim without **our** written permission.

No claim shall be payable unless these conditions have been complied with and in the event of non-compliance any payment on account of the claim already made by **us** shall be repaid to **us**.

5. **Other Insurance:**

**We** will not make any payment for any claim that results from an incident that is covered by any other insurance that **you** hold, in the event that any other policy that **you** hold with any other insurance company excludes payment under that policy where more than one insurance exists.

Where any other insurance policy that **you** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **we** will pay the appropriate rateable proportion.

6. **Building Works**

**You** must provide **us** with full details of any building work or application of heat processes including restoration redecoration repair maintenance or other similar work:

(a) where the estimated value of the works is in excess of £25,000 and/or

(b) before the signing of any contract which in any way removes or limits **your** legal rights against a contractor or building firm. Failure to do so may prejudice **your** claim which may not be met or not met in full.

**We** will not cover any loss or damage directly or indirectly caused by or resulting from the work or application of heat process unless **we** have been provided with full details of the work being undertaken and this has been accepted by **us** in writing.

7. **Changes to premium**

If **you** make a change in the policy cover and it results in a charge or a refund for the period up to the renewal date of the policy then any charge will only be made by **us** if it exceeds £6 and any refund will only be made by **us** if it exceeds £6.

8. **Cancelling the policy:**

(a) **Your right to cancel**

There is a 14 day cooling off period from the date you receive **your** documents. If **you** decide to cancel the policy during this time **we** will refund **your** premium provided no claims have been made. For a cancellation at any other stage during **your** Policy year please contact **us** and **we** will only charge **you** for the time on cover unless a claim has been made in which case **we** will keep the full premium.

# Household Insurance Policy

## **(b) Our right to cancel**

**We** have the right to cancel the Policy by giving **you** seven days' notice in writing sent by recorded delivery to **your** last known address explaining **our** reason for doing so. **We** will only charge **you** for the time on cover unless a claim has been made in which case **we** will keep the full premium. Valid reasons for cancelling include but are not limited to:

- (i) non payment of premium, or any instalment of the premium;
- (ii) where **we** reasonably suspect fraud;
- (iii) where **you** fail to co-operate with **us** or fail to give **us** information or documentation that **we** reasonably request;
- (iv) where **you** have not provided accurate and truthful responses to the questions **we** have asked when issuing, amending or renewing the Policy;
- (v) where **you** fail to comply with the Policy terms and conditions;
- (vi) where a change in **your** circumstances means **we** are unable to continue to provide cover.
- (vii) where **you** use threatening, abusive, intimidating or bullying behaviour towards **our** staff or suppliers.

## **9. Fraudulent Claims:**

If **you** make any claim which is fraudulent or false no payment shall be made. **we** may, by giving notice to **you**, cancel the policy with effect from the date of the fraudulent act.

## **10. Arbitration**

If **we** agree with **you** that there is a valid claim but we disagree with **you** as to how much **we** should pay the dispute will be referred to an arbitrator agreed between **you** and **us** in accordance with the law at the time. This will not stop **you** being able to take legal action against **us** but **you** cannot start these until the arbitrator has made his award.

## **11. Premium payment by instalments**

- (a) if **you** agree to pay **your** premium by monthly direct debit or a similar arrangement **you** must pay any deposit **we** ask for and make sure **your** instalment payments are kept up to date;
- (b) if **you** make a claim, **we** may deduct any outstanding amounts due to **us** before paying the claim.

## General Exclusions

1. **Geographical Limits:** This Policy does not insure any damage, loss, injury or liability arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands other than in respect of **Section 2 Contents K. Household and Occupier's Liability and M. Optional Extensions.**
2. **Sonic Bangs:** This Policy does not insure loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
3. **War Risks:** This Policy does not insure any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:
  - (a) war
  - (b) invasion
  - (c) activities of a foreign enemy
  - (d) hostilities or warlike operations (whether war has been declared or not)
  - (e) civil war
  - (f) mutiny
  - (g) revolution or insurrection (meaning people rising up and rebelling against the government by force)
  - (h) civil commotion which is so severe or widespread that it resembles a popular uprising
  - (i) military power (even if properly authorised by the duly elected government)
  - (j) usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
  - k) property being confiscated by any government or public or local authority.
4. **Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons:**

This Policy does not cover the following:

  - (a) Damage to any property or any resulting loss, expense or consequential loss, or
  - (b) any legal liability

directly or indirectly caused by or contributed to by

  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - (v) any chemical, biological, bio-chemical or electromagnetic weapon.
5. **Terrorism:** This Policy does not insure loss, damage, liability, injury, cost or expense of whatsoever nature directly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause contributing concurrently or in any other sequence to the loss.

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

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

This general exclusion does not apply in respect of Section 2 – Contents K. a) (ii).
6. **Pollution and Contamination:** We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

# Household Insurance Policy

7. **Deliberate Acts:** This policy does not cover any loss or damage caused deliberately by **you** or anyone acting on **your** behalf..
8. **Indirect loss**  
**We** will not cover indirect loss of any kind incurred by **you**.
9. **Reduction in market value**  
**We** will not make any extra payment for a reduction in the market value following a repair reinstatement or replacement paid for under this policy.
10. **Electronic Risks**  
**We** will not pay for loss or damage to **your** computer or smart devices, e.g. tablets, smart phones, smart televisions, caused by hacking or computer viruses.
11. **Events occurring before cover started**  
This policy does not cover any loss, damage or liability that happened before cover under this policy started.
12. **Illegal Activities**  
This policy does not cover any loss or damage caused by or in connection with the insured property being used by **you**, **your** tenant or any lawful visitor for the conduct or attempted conduct of illegal activity.

**These general exclusions do not apply in respect of Section 3 - Legal Expenses.**

## Rights and Responsibilities

1. **We** may enter any building where loss or damage has occurred and deal with any salvage. However **you** must not abandon any property to **us**.
2. **We** may take over and deal with in **your** name the defence or settlement of any claim.
3. **We** may take proceedings in **your** name but at **our** expense to recover the amount of any payment **we** have made under this policy. **You** must give us all the information **we** may need to make this recovery.
4. A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Our complaints procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

### **Making a complaint to Cornish Mutual Assurance Company Ltd**

Your feedback is valuable to us and can help to improve our service. If you have a complaint, please let us know by contacting our Insurance Director using the details below.

### **The Cornish Mutual Assurance Company Ltd.**

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

E-mail: askus@cornishmutual.co.uk

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on: Tel: 01872 277151

### **Responding to your complaint**

We strive to deal with all complaints fairly. If we can deal with your complaint within three working days, we will confirm our position in writing and provide you with the contact details of the Financial Ombudsman Service.

Otherwise, we will issue you with an acknowledgement letter within five working days of receiving your complaint. We will do this by post or email.

Our Insurance Director will investigate your complaint and will respond to you in writing. They will provide you with a final response within eight weeks of receiving your complaint, as per our regulatory timeframe, however they will try to reply to you within twenty working days.



If for any reason this isn't possible, they will write to advise you of this along with the reasons why and provide you with a date of when you may expect a final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give you can contact the Financial Ombudsman Service to let them know.

#### **The Financial Ombudsman Service**

They can be contacted on:

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

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

Our response to your complaint will always include a leaflet or a link to a leaflet explaining The Financial Ombudsman Service.

If the complaint cannot be dealt with by the FOS, it may be referred for independent arbitration as explained in the Claims Conditions section of this policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

#### **The Financial Services Compensation Scheme (FSCS)**

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 0800 678 1100 or 0207 741 4100, visit: [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

## Data Protection - Information Uses

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

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at [www.cornishmutual.co.uk/privacy-policy](http://www.cornishmutual.co.uk/privacy-policy) or you can contact us to request a copy.

#### **What information we collect**

We collect a variety of information about you including personal information such as your name, address, contact details, date of birth.

In order to assess the terms of the insurance contract or administer claims which arise, we may also collect sensitive personal information such as details regarding your health or criminal convictions.

We also collect information from a number of different sources for example publicly available sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

#### **Using and sharing your data for insurance administration purposes**

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

#### **Using and sharing your data for marketing and marketing research purposes**

The Cornish Mutual Assurance Co. 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.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

# Household Insurance Policy

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

## Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You may make a Data Subject Access Request. You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or by writing to CMA House, Newham Road, Truro TR1 2SU.

## Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

## Marketing

The Cornish Mutual Assurance Co. 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.

We may also send your data to a market research company to enable independent research to improve our service to you. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

## Privacy Statement - ARAG

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement please see our website [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address and date of birth and if appropriate medical information. We will hold and process any such information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

### Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

### Keeping personal information

We shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.



**Head office:** CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU  
Tel: 01872 277151

email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk)  
[www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority

**HH Jun 2023**



**Cornish Mutual**  
Farming Insurance Experts 