

**BrokerDirect** Plc  
A better way to insure



# Home Insurance Policy



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## **Your policy provides cover for the sections and the period of insurance shown on your schedule.**

Insurance policies are legal contracts and *your* insurance documents serve as evidence of the contract *you* have made with *us*. To understand exactly what cover *we* are providing to *you*, the following documents need to be read in conjunction with each other:

**Policy Wording** (this document) – This is *our* standard Policy Wording containing details of what is covered and what is excluded by the various sections.

**Endorsements** – These amend or supplement the standard cover shown in the Policy Wording.

**Schedule** – This contains details of *you*, the property, the period of insurance, the sections of the policy cover which apply to *your* policy and the premium.

**Statement of Facts** – This records the information on which this contract of insurance is based (a new Statement of Facts will be sent to *you* whenever *your* broker processes a change to this information, and at renewal).

**Renewal Notice** – This sets out any changes to the Policy Wording and Schedule details which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If *you* have any questions about cover, please contact *your* insurance broker immediately.

If during the period of insurance the cover provided by *your* insurance policy is changed, replacement documents incorporating the changes will be issued. *You* must read this policy wording together with *your* Schedule and any endorsements as one contract. Please read all of them to make sure that they provide the cover *you* asked for. If they do not, please contact *your* insurance broker as soon as possible.

This policy is an agreement between *you* and *us*. It is based on the information given by *your* insurance broker on a Statement of Facts and *your* agreement to pay the premium.

# Definitions

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

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

The conditions and exclusions which apply to all sections of **your** policy are shown on pages 15 – 16. Please make sure that **you** read these as well as the cover shown in each section.

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

This policy is arranged by **your** insurance broker whose contact details appear on the Schedule.

This policy is marketed and serviced by Broker Direct Plc and is underwritten by Zurich Insurance plc.

Broker Direct Plc is registered in England, No. 2958427. Registered Office: Higham Business Centre, Midland Road, Higham Ferrers, Northamptonshire, NN10 8DW. Authorised and regulated by the Financial Services Authority. Zurich Insurance plc. A public limited company incorporated in Ireland, Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales, Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of **our** regulation by the Financial Services Authority are available from **us** on request. FSA Registration No. 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/](http://www.fsa.gov.uk/) register or by contacting them on **0845 606 1234**.

Certain words have specific meanings where they appear in this policy. These words are printed in bold italic type in the Policy Wording; their meanings are shown below.

**We/us/our** – the authorised insurers, named in the Schedule (Broker Direct Plc will administer the policy and handle claims on behalf of the authorised insurers, except for claims under the Family Legal Expenses Section which are managed by Lawclub Legal Protection).

**You/your** – the person(s) named in the Schedule as the Policyholder(s).

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

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

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

**Unoccupied** – if the home is either:

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

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

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

# Buildings Section

Buildings are:

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

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

## Events

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

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

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



terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;

- to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;
  - from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design;
  - the first £1,000 of each claim.
- 8 Water leaking from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting.
  - 9 Falling trees or branches, lampposts or telegraph poles.
  - 10 Oil leaking from any fixed appliance, pipe or tank.
  - 11 Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.
  - 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
  - 13 Accidental damage to cables and underground pipes serving *your* home including the cost of breaking into and repairing the pipe between the main sewer and *your* home following a blocked pipe.
  - 14 Accidental damage to the buildings but not damage:
    - we exclude under events 1 to 13;

- caused by a person the home is lent, let or sublet to;
- caused by a person *you* employ to carry out maintenance or repair work.

## Your Liability to Others

15 We cover *your* legal liability:

- as owner of the buildings and their land, but not as occupier;
- resulting from *you* previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

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

*We* will not pay if the liability arises from:

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

## Extra Cover

16 Alternative accommodation – if *your* home is not fit to live in following loss or damage covered by this section, *we* will pay:

- the reasonable cost of similar alternative accommodation for *you* and *your* pets.;
- ground rent which *you* have to pay;
- rent which should have been paid to *you*.

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

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

17 Replacing locks – *we* will pay the reasonable cost of replacing the locks to *your* home if *you* lose *your* house keys anywhere in the world.

18 Tracing a leak – *we* will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the buildings when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the buildings.

19 Emergency Access – *we* will pay the costs incurred following loss or damage to the buildings caused by the police or emergency services in gaining access to *your* home in connection with a medical emergency or help prevent a loss or damage to *your* home. The most *we* will pay for any one event is £1,000.

20 Selling *your* home – if at the time of a claim *you* have contracted to sell *your* home, the buyer will have the benefit of this policy as long as the purchase is completed.

## Settling Claims

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

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

When *we* pay *your* claim *we* will deduct the *excess* shown on *your* Schedule. This does not apply under '*your* liability to others' and Extra covers 16, 17 and 18.

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

# Garden Section

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

## Events

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

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

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

## Extra Cover

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

## Settling Claims

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

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

When we pay *your* claim, we will deduct the *excess* shown on *your* Schedule.

# Contents Section

## Contents are:

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

## Contents are not:

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

## Events

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

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

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

## We will not pay more than:

- £250 for contents belonging to **your** visitors or **your** domestic employees;
  - £5,000 for theft of contents which are stored in garages or outbuildings at **your** home.
- 1 Fire, lightning, explosion or earthquake.
  - 2 Riot.
  - 3 Malicious damage, but not if caused by **you** or **your family**, tenants or paying guests.
  - 4 Aircraft, animals or vehicles hitting the buildings.
  - 5 Storm or flood.
  - 6 Theft or attempted theft but not:
    - if caused by deception;
    - while the home is lent, let or sublet unless violence and force are used to break into or out of **your** home.
  - 7 Subsidence or ground heave of the site **your** buildings stand on, or landslip.
  - 8 Water leaking from any fixed appliance, pipe, tank or fish tank.
  - 9 Falling trees or branches, lampposts or telegraph poles.
  - 10 Oil leaking from any fixed appliance, pipe or tank.
  - 11 Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
  - 12 Breakage or collapse of satellite television receiving equipment or television and radio aerials.
  - 13 Accidental damage to:
    - audio, hi-fi, television, video game consoles, telecommunication, DVD or video equipment but not mobile phones;
    - computers (but not laptop computers, computer software, hand-held computers or electronic toys);
    - satellite television-receiving equipment including set top boxes or television and radio aerials.

- 14 Accidental damage to the contents but not damage:
- **we** exclude under events 1 to 13;
  - caused by a person the home is lent, let or sublet to;
  - to clothing or contact lenses;
  - to contents in the open.

### Your Liability to Others

- 15 **We** cover *you* or *your family* for any legal liability *you* have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged. The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by *us*, is:

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

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

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

**We** will not pay if the liability arises from:

- death, injury or illness of *you* or *your family*;
- loss of or damage to any property owned by *you*, *your family* or *your* domestic employees or that *you* or they are responsible for;
- *you* or *your family* passing on any illness or virus;
- a contract that says *you* or *your family* are liable for something for which *you* or they would not otherwise have been liable;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;

- any animal (other than horses used for private hacking, guide dogs or pets which are normally domesticated in the United Kingdom).

### Extra Cover

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

- 17 Temporary removal – **we** will pay up to £5,000 for loss of or damage to *your* contents while temporarily removed from *your* home to within the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland caused by:
- events 1, 2, 4, 5 and 7 to 10;
  - theft from:
    - a deposit box in a bank;
    - a building where *you* or *your family* work;
    - a house or flat where *you* or *your family* are living temporarily;
    - any other building, including a hall of residence, as long as violence and force are used to break into or out of the building.

**We** will not pay for:

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

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

We will not pay for:

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

19 Gifts – **we** will increase **your** sum insured by £5,000:

- one month before and after Christmas or a similar religious festival to cover gifts and other related additional purchases;
- one month before and after the wedding day of **you** or any member of **your family** to cover wedding gifts and related purchases in **your** home, at the reception, in the couple's marital home or being transported between any of these places.

20 Tenant's cover – if **you** are the tenant of **your** home, **we** will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the buildings section to any:

- fixtures and fittings, greenhouses and sheds **you** have installed at **your** home and for which **you** are responsible;
- part of the structure, decorations, fixtures and fittings of **your** home for which **you** are responsible as a tenant under a tenancy agreement. The most **we** will pay is £10,000.

21 Jury service – **we** will pay up to £50 each day (for up to 20 days) towards loss of earnings and expenses **you** cannot get back as a result of serving as a juror.

22 Alternative accommodation – if **your** home is not fit to live in following loss of or damage to contents for which **we** will pay a claim under this section, **we** will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including for **your** pets), or ground rent which **you** have to pay, for the time necessary for **your** home to be restored to a condition which is fit to live in.

23 Replacing locks – **we** will pay the reasonable cost of replacing the locks to **your** home if **you** lose **your** house keys anywhere in the world.

24 Fatal accident cover – **we** will pay £10,000 if **you** or **your** husband, wife or partner die within 30 days as a direct result of:

- an accident, assault or a fire in **your** home;
- an accident while travelling in the British Isles as a fare-paying passenger in any road or rail vehicle;
- an assault away from **your** home but within the British Isles.

25 Prams and wheelchairs – **we** will pay up to £500 if a pram or wheelchair is stolen or damaged anywhere in the world. Accessories are covered only if they are stolen with **your** pram or wheelchair.

26 Frozen food – **we** will pay the reasonable cost of replacing food and drink in **your** fridge or freezer that **you** cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.

27 Title deeds – **we** will pay up to £2,500 to replace the title deeds of **your** home following loss or damage caused by events 1 to 10 while they are in **your** home or in the offices of **your** mortgage lender, solicitor or bank.

28 Downloaded music and other information - **we** will pay for the cost of replacing music and other downloaded information **you** have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8. **We** will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most **we** will pay for any one event is £2,500.

# Personal Possessions Section

## Settling Claims

We will decide whether to repair or replace any item that is lost or damaged.

We may do this by using one of *our* suppliers. If the item cannot be repaired or replaced, *we* will pay the cost of an equivalent replacement.

We will take off an amount for wear and tear:

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

When *we* pay *your* claim *we* will deduct the amount of the *excess* shown on *your* Schedule.

This does not apply under '*your* liability to others' and Extra covers 21 to 27.

The most *we* will pay for *valuables* are the limits shown on *your* Schedule.

The most *we* will pay is the sum insured or the limits shown on *your* Schedule or in the policy wording.

## Events

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

We will not pay for:

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



- deeds and documents;
- documents and certificates showing ownership of shares, bonds and other financial investments.

### Unspecified Personal Possessions

The most **we** will pay is:

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

**We** will not pay more than the sum insured shown on the Schedule.

When **we** pay a claim for unspecified personal possessions **we** deduct the **excess** shown on **your** Schedule.

### Specified Items

The most **we** will pay is the sum insured for that item shown on the Schedule.

### Settling Claims

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

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

# Family Legal Expenses Section

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

**Your** cover includes access to the Broker Direct legal helpline which will give **you** advice on any personal legal problem 24 hours a day, 365 days a year. Simply call the helpline on **0870 010 7654**. Please quote ref MP36394. The advice **you** get from the legal helpline will always be according to the laws of Great Britain and Northern Ireland. **We** may record calls to protect **you**.

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

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

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

The legal representative that **we** choose will be from one of **our** approved specialist solicitor firms.

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

If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 5.

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

'Costs' are the professional fees and expenses reasonably and properly charged by the legal representative on a standard basis (that is, the assessment of costs which are proportionate to **your** claim), up to the standard rates set by the courts, which cannot be recovered from **your** opponent. **We** will only pay costs which **we** consider are necessary and in proportion to the value of **your** claim. **We** will also pay **your** opponent's costs which **you** are ordered to pay by a court or tribunal. **We** will only start to cover costs from the time **we** have accepted the claim and appointed the legal representative.

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

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

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

### What is Covered

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

- Taking legal action against **your** opponent within the territorial limits:
  - as a result of a sudden and specific event which causes **your** death or bodily injury;
  - as a result of medical treatment which causes **your** death or bodily injury (the medical treatment must have started during the period of insurance and taken place within the territorial limits);
- following a breach of **your** legal rights to do with owning or using **your** home at the address shown in **your** Schedule (**your** home must be within the territorial limits);
- as a result of an event which causes physical damage to **your** home at the address shown in **your** Schedule or to property which **you** own or for which **you** are legally responsible and which is in or on that home (**your** home must be within the territorial limits);
- against **your** employer at an employment tribunal in a dispute following a breach of **your** contract for full-time employment or permanent part-time employment (**you** must have entered into the contract within the territorial limits);
- if **you** have lost **money** as a result of the way personal information about **you** has been stored or used by another person or organisation.
- Taking or defending legal action within the territorial limits in a dispute following a breach of a contract **you** have for buying, selling or renting goods or services. This includes buying or selling **your** permanent home. (**You** must have entered into the contract within the territorial limits.)
- Defending **your** legal rights after any event which results in criminal proceedings being brought against **you** within the territorial limits under road traffic laws for an offence relating to **you** owning or using a motor vehicle.
- Representing **you** after an event which results in **you** getting a notice of an inquiry by the HM Revenue & Customs, under section 9a of the Taxes Management Act 1970, into the amount of tax **you** have to pay on **your** wages or salary as an employee. (**We** will provide this cover as long as **you** keep to the legal requirements for keeping **your** accounts and sending in **your** tax returns.)

## What is Not Covered

We will not provide cover for the following:

- The first £250 of every claim where **we** agree to appoint a legal representative that **you** choose.
- Any costs incurred before **we** have accepted **your** claim in writing.
- Any costs **we** have not agreed to in writing.
- Death or bodily injury arising from **you** driving a motor vehicle.
- Property damage caused by mining or subsidence.
- Property damage arising from **you** driving or using a motor vehicle.
- Any criminal proceedings relating to:
  - parking offences for which **you** do not get points on **your** licence;
  - driving while under the influence of drink or drugs;
  - driving without insurance;
  - driving without a current driving licence;
  - driving without a current MOT certificate.
- Any contract dispute:
  - which starts within three months of the date this section starts unless the claim is for goods or services **you** bought after the start of this section (this does not apply if **you** had the same cover under another policy up to the date this section started);
  - for amounts less than £100;
  - to do with building, converting or extending **your** home;
  - to do with work carried out for the benefit of land or buildings that are not at the address shown in **your** Schedule;
  - over the amount of **money** or other compensation due under an insurance policy;
  - to do with a contract **you** have for pensions, savings or investments of any kind;
  - to do with **your** business activities unless it is about **your** contract of employment;
  - to do with subcontracting or a contract for **your** services if **you** are self employed;
  - which is only to do with stress, emotional or psychological injury, illness or symptoms.
- Any dispute arising out of a tenancy agreement, lease agreement or licence to occupy **your** home at the address shown in **your** Schedule and any other land or property that **you** own.
- Any dispute arising from an application for planning permission.
- Any claim which happens because **you** have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- Any fines or penalties.
- Any dispute which is only about the amount of redundancy pay.
- Any dispute with any local authority, public authority or any government department relating to:
  - owning or using **your** home at the address shown in **your** Schedule;
  - physical damage to **your** home at the address shown in **your** Schedule or property that **you** own or for which **you** are legally responsible and which is in or on that home; or
  - any services which are provided by the local authority, public authority or government department.
- Any investigation by the HM Revenue & Customs:
  - into **your** business activities unless it is to do with **your** wages or salary as an employee;
  - which started before the start of this section;
  - into criminal activities **you** are accused of;
  - where **you** are being investigated only because **you** have been investigated before.
- Disputes between:
  - **you** and **us**;
  - **you** and any other person covered by this policy;
  - **you** and someone with whom **you** live with or have lived.
- An application for a judicial review.
- Any dispute to do with written or verbal remarks which damage **your** reputation.

# Conditions that apply only to Family Legal Expenses

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

1 **You** must:

- make **your** claim within six months of the event which gave rise to the dispute;
- give **us** written details of **your** claim along with any other supporting information **we** ask for;
- not appoint a legal representative.
- follow the legal representative's advice and provide any information he or she asks for;
- take every reasonable step to recover costs and pay them to **us**;
- get **our** written permission before making an appeal;
- make sure that the legal representative keeps to condition 2 below.

2 The legal representative must do the following:

- get **our** written permission before instructing a barrister or expert witness;
- tell **us** if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy;
- tell **us** immediately if **your** opponent makes a payment into court or any offer to settle the matter;
- report the result of the claim to **us** when it is finished.

3 **We** will have the right to:

- take over and conduct, in **your** name, any claim or proceedings;
- settle a claim by paying the amount in dispute or by mediation;
- appoint the legal representative in **your** name and on **your** behalf;
- choose the legal representative at any time before **we** agree that legal proceedings need to be issued. The legal representative that **we** choose will be from one of **our** approved specialist solicitor firms. **You** can only choose the legal representative if **we** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative cannot act for **you**. **You** must send

his or her name and address to **us**. If **we** agree to appoint a legal representative that **you** choose, **you** must pay a £250 **excess**. **You** must pay the **excess** at the start of **your** claim. If **we** agree to appoint a legal representative that **you** choose, he or she will be appointed on the same terms as **we** would have appointed one of **our** chosen legal representative. **We** may decide not to accept **your** choice of legal representative. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 5;

- have any legal bill audited or assessed;
- contact the legal representative at any time, and have access to all statements, opinions and reports;
- end **your** claim if, during the course of the claim, **we** think there is no longer a reasonable chance of success (if **you** continue the claim and get a better settlement than **we** expected, **we** will pay **your** reasonable costs);
- settle the costs covered by this part of **your** policy at the end of the claim;
- end **your** claim and recover any costs from **you** which **we** have already paid or agreed to pay if:
  - the legal representative reasonably refuses to continue to act for **you** because of any unreasonable act or failure to act by **you**; or
  - **you** unreasonably withdraw **your** claim from the legal representative without **our** agreement; and
  - **we** do not agree to appoint another legal representative to continue **your** claim.

4 **We** will not be bound by any agreement between **you** and the legal representative, or **you** and any other person or organisation.

5 If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who **you** and **we** agree to. If **you** and **we** cannot agree to an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not made clearly against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs.

# Conditions which apply to the whole of your Policy

## Conditions

- 1 *You* must do all *you* can to prevent and reduce any costs, damage, injury or loss.
- 2 *You* must tell *us* about any loss, damage or liability as soon as possible and give *us* all the information and help *we* may need. *We* will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by *your* policy, including proceedings for recovering any claim.
- 3 *You* must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 4 If a claim is fraudulent or false in any way, *we* will not make any payment and all cover will end.
- 5 *You* may cancel the policy at any time by telling *your* insurance broker either in writing or over the phone. *We* (or our authorised agent) may cancel *your* policy by giving *you* 7 days written notice to *your* last known address. *We* will give *you* a refund of premium in proportion to the remaining part of the current period of insurance.
- 6 The law of England and Wales will apply to the Family Legal Expenses cover of this policy. The rest of the contract is governed by the law that applies to where *you* reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case *you* agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, *we* will communicate to *you* in English.
- 7 If any claim is covered by any other insurance, *we* will not pay for more than *our* share of that claim.
- 8 *You* must tell *us* immediately about any changes in the information recorded in the Statement of Facts. The relevant information includes the rebuilding costs and reinstatement costs of the property insured, the occupancy and use of *your* home, *your* occupation; as specified in the Statement of Facts. Failure to tell *us* about such changes may invalidate *your* insurance. If *you* have any doubt as to whether to inform *us* about changes, please consult *your* insurance broker.
- 9 If *you* pay the premium to *us* using our Direct Debit installment scheme *we* will have the right (which *we* may not use) to renew the policy each year and continue to collect premiums using this method. *We* may vary the terms of the policy (including the premium) at renewal. If *you* decide that *you* do not want *us* to renew the policy, as long as *you* tell *us* before the next renewal date, *we* will not renew it. *Our* right to renew this policy does not affect *your* cancellation rights shown on page 3 and in Condition 5 in this section.
- 10 If *you* fail to pay an installment when due *you* will be advised that the policy will be cancelled if it is not paid within at least 7 days. Upon cancellation *you* remain liable for any outstanding balance and *we* will write to *you* to request immediate settlement of any amount due.

# Exclusions which apply to the whole of your Policy (cont.)

We will not pay for the following:

- 1 Any reduction in value.
- 2 Any loss which happens as an indirect result of an event for which *you* are insured.
- 3 Any accident or incident that happens outside any period of insurance that is covered by this policy.
- 4 The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
- 5 Loss or damage to any items used in connection with any business, trade or profession except office equipment in the home or items insured as specified personal possessions.
- 6 Any legal liability resulting from any business, trade or profession.
- 7 Any claim resulting from:
  - deliberate or criminal acts by *you* or *your family*;
  - gradual causes including deterioration or wear and tear;
  - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
  - any process of cleaning, repair or alteration;
  - vermin, insects or chewing, scratching, tearing or fouling by pets;
  - electrical or mechanical failure or breakdown;
  - faulty design, materials or workmanship;
  - the failure of a computer chip or computer software to recognise a true calendar date;
  - computer viruses;
  - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
  - war, revolution or any similar event;
  - pollution or contamination which was:
    - the result of a deliberate act;
    - expected and not the result of a sudden, unexpected and identifiable incident.
- 8 We will not pay for any claim arising directly or indirectly from an act of terrorism.  
In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

# Customer Care

## Making a Claim

Telephone our **CLAIMLINE 01204 600 400** for immediate advice and assistance.

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

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

## Emergency Assistance

If *you* require immediate assistance to deal with a home emergency – such as a burst pipe or main or to make the home weatherproof or secure after damage – *our* Claimline can arrange for a suitable registered tradesman to attend on *your* behalf.

*You* will have to pay any call out charge and for the work, but if the loss or damage is covered by *your* policy *you* can submit a claim for reimbursement (subject to any policy excess).

If *you* have a complaint about *your* policy or a claim, *you* should contact *your* insurance broker. If *your* insurance broker cannot resolve the matter *you* may call Broker Direct Plc on **01204 600 200** or write to: Chief Executive, Broker Direct Plc, Deakins Park, Hall Coppice Road, Egerton, Bolton, BL7 9RW.

If *you* are still not happy with the way *we* have dealt with *your* complaint, *you* can ask the Financial Ombudsman Service (FOS) to review *your* case. This is a free and impartial service. *You* can telephone for free on **0800 0234 567** for people phoning from a 'fixed line' (for example, a landline at home); **0300 123 9123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02; or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Compensation

*We* are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should *we* be unable to meet *our* obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or *you* may contact the FSCS on **0207 892 7300**.

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# Customer Care

## Legal Expenses

Call Broker Direct legal helpline on **0870 010 7654**.

Please quote reference MP 36394 and advise that *you* are a Broker Direct customer. *You* will be asked for a brief summary of the problem and these details will be passed onto an adviser who will call *you* back.

*We* will send *you* a claim form. Fill in the claim form and send it to:

The Claims Department  
Lawclub Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QW  
United Kingdom.

*You* must not appoint a solicitor yourself. If *you* have already seen a solicitor before *we* have accepted *your* claim, *we* will not pay any fees or other expenses that *you* have incurred. If *your* claim is covered, *we* will appoint the legal representative that *we* have agreed to in *your* name and on *your* behalf and will only start to cover the costs from the time *we* have accepted the claim and appointed the legal representative.

If *we* have agreed to appoint a legal representative that *you* choose, *you* must pay the £250 Excess by cheque made out to Lawclub Legal Protection. *We* will not appoint the legal representative until *you* have paid the excess.

**BrokerDirect** Plc  
A better way to insure



In the event of  
a claim please call  
**01204 600 400**