**RAINBOW HOME INSURANCE** 





Thank you for choosing us for your home insurance.

You may be aware that Legal & General Insurance Limited has been bought by Liverpool Victoria General Insurance Group (LV=GI). For a transition period, Legal & General Insurance Limited has been renamed Fairmead Insurance Limited. This means the provider and underwriter of your policy is Fairmead Insurance Limited which is part of LV=GI. We look forward to welcoming you to LV=.

Your policy includes this booklet and your policy schedule, which will be provided when you take out your policy. The policy schedule confirms the sections of cover you have chosen.

Please read your policy schedule and policy booklet carefully to make sure you understand what is covered and the limits that apply. It's important that you check the information that you have given us to ensure we offer you the correct cover. You must let us know promptly if anything changes. If you don't tell us of any changes a claim may be reduced or rejected and in some circumstances your policy might be invalid.

The buildings sum insured must be adequate to cover the cost of replacing your buildings if they were completely destroyed, including any additional costs such as architects' or surveyors' fees. For your contents cover, your sum insured must be enough to replace all of your contents as new. The value of some items, particularly jewellery and other valuables, is likely to fluctuate considerably and some items may need to be specified separately. Please call us if you need to review your cover.

## This policy covers the costs of unexpected loss or damage. It does not cover:

• Wear and tear

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- Maintenance costs such as refixing loose roof tiles, repointing brickwork or replacing guttering
- Damage that happens over a period of time for example damp, rot and damage from vermin.

To make a successful claim you must keep your property in good repair and take all realistic and practical steps to prevent loss or damage. Please see 'What is not covered' on page 13 and exclusions within each section of the policy.

### EASIER TO READ INFORMATION

Please call us if you are visually impaired and would like this document in Braille, large print or audio tape or CD.

# A GUIDE TO YOUR POLICY.

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# **SUMMARY OF LIMITS.**

The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

Section of cover	Policy Limit
Buildings (if selected)	Please see your policy schedule
Loss of rent and alternative accommodation	Please see your policy schedule
Tracing and accessing leaks	£5,000
Emergency access	£1,000
Loss or theft of keys	£750
Property Owners Liability	£2 million
Home Emergency	£500 (per call out)
Contents (if selected)	Please see your policy schedule
High risk property	£14,000 or 33% of the contents sum insured, whichever is higher
Business equipment	Please see your policy schedule
Money in the home	£500
Pedal cycles in the home	Up to contents sum insured
Alternative accommodation	Please see your policy schedule
Loss or theft of keys	£750
Freezer contents	Please see your policy schedule
Student belongings whilst at university/ college	£5,000 in total (£1,000 for a single article)
Contents temporarily away from home for up to 90 days	£7,000 or 15% of the contents sum insured, whichever is higher (£1,000 for a single article)
Special events increase	10% of the contents sum insured
Oil or metered water	£2,000
Reinstatement of documents	£2,500
Plants in the garden	£1,000
Theft or attempted theft from your garage or domestic outbuildings	£5,000 or 10% of contents sum insured
Visitors' personal effects	£300
Occupiers' Liability	£2 million
Employers' Liability	£5 million

## **DEFINITIONS.**

Whenever a word appears in bold type, please refer to the definitions below.

### **ACCIDENTAL BREAKAGE**

Sudden, unintentional and unexpected physical breakage that can be seen.

### **ACCIDENTAL DAMAGE**

Sudden, unintentional and unexpected physical damage that can be seen.

### **ADMINISTRATOR**

The service provider selected by **us** to administer the claims under section 4 of the **policy**, currently DAS Legal Expenses Insurance Company Limited.

### **APPOINTED REPRESENTATIVE**

The **preferred law firm**, law firm, accountant or other suitably qualified person the **administrator** will appoint to act on **your** behalf.

### **BUILDINGS**

Your home, and its permanent fixtures and fittings including:

- tennis courts, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges;
- ii) permanently installed:
  - a) swimming pools;
  - b) hot tubs;

iii) permanently connected:

- a) drains, pipes and cables for which you are legally responsible;
- b) service tanks and central heating oil tanks;
- c) wind turbines, solar panels and ground source heating pumps;

all sited within the boundaries of the land belonging to **your home**.

### **BUSINESS EQUIPMENT**

Computers, modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture, but not including any property held as trade stock or games consoles.

### **COMPUTERS**

An electronic device for storing and processing data not designed to be portable (such as desktop computers), computer equipment or game consoles.

### CONTENTS

Household goods, personal belongings and **business equipment** owned by **you** or for which **you** are legally responsible including:

- i) pedal cycles;
- ii) money;
- iii) tenants' fixtures and fittings; and
- iv) software data, files and downloads stored on any computer, entertainment, audio or video equipment;

### in your home

#### but excluding:

- Contents in any communal part of the home.
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories (other than domestic gardening equipment, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).
- Caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.
- Livestock or pets.
- · Landlord's fixtures and fittings.
- Property held or used for business purposes other than business equipment.
- Any part of the **buildings**.
- Property insured under any other policy.

### **COSTS AND EXPENSES**

- All reasonable and necessary costs chargeable by the appointed representative and agreed by the administrator in accordance with the Standard Terms of Appointment.
- ii) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with the administrator's agreement.

#### **COUNTRIES COVERED**

Great Britain, the Channel Islands, the Isle of Man and Northern Ireland.

### **DATE OF OCCURRENCE**

- For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)
- ii) For insured incident 5 Tax protection, the date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.

### **EMERGENCY**

A sudden, unexpected event involving **your home** which requires immediate remedial action to make **your home** safe or secure and avoid initial or further damage.

### **EUROPE**

Any country which is a member of the European Union, Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra.

### **EXCESS**

The amount **you** will pay towards each separate claim.

### FAIRMEAD INSURANCE LIMITED

Fairmead Insurance Limited provide and underwrite this insurance policy. They are part of the Liverpool Victoria General Insurance Group.

### HEAVE

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### **HIGH RISK PROPERTY**

- i) Jewellery, pearls, precious stones, gold, silver and other precious metals.
- ii) Works of art.
- iii) Stamp and coin collections.
- iv) Clocks and watches.

### HOME

The private dwelling, garage and domestic outbuildings at:

- i) The address stated on **your** policy schedule.
- ii) Any other address detailed by endorsement.

### but excluding:

- Any garage or outbuildings used in any way for business (other than clerical work by you) or farming purposes.
- Polytunnels and similar structures.

### **INSURED PERSON(S)**

You, or in your absence on a trip away from home, the person authorised by you as the keyholder responsible for the home.

### LANDSLIP

Downward movement of sloping ground.

### MONEY

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.

### PERIOD OF INSURANCE

The period of insurance stated on **your** policy schedule.

### **PERSONAL PROPERTY**

Clothing, personal belongings and valuables that **you** normally wear or carry with **you** 

### but excluding:

- Money, credit cards, securities and documents.
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories.
- Pedal cycles, caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.
- Goods you use as part of your business or trade.
- Household goods and domestic appliances.

### POLICY

The policy booklet, **your** policy schedule and any applicable endorsements and amendment notices that may apply.

### POLICYHOLDER

The person(s) named as policyholder on **your** policy schedule.

### **PREFERRED LAW FIRM**

A law firm or barristers' chambers the **administrator** chooses to provide legal services.

These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with the **administrator's** agreed service standard levels, which the **administrator** audits regularly. They are appointed according to the **Standard Terms of Appointment**.

### **REASONABLE PROSPECTS**

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that the **administrator** has agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. The **administrator**, or a **preferred law firm** on the **administrator's** behalf, will assess whether there are reasonable prospects.

### REPAIRER

Our approved tradesman.

### SETTLEMENT

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

### STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount the **administrator** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

### **STATEMENT OF FACT**

A statement of the information **you** supplied, which **we** use to determine whether to offer **you** a policy and **your** premium.

### **STORM**

Wind speeds with gusts of at least 47mph/ 75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass.

### **SUBSIDENCE**

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

### UNOCCUPIED

Any period when **your home** is not lived in. By lived in, **we** mean slept in for at least five consecutive nights every month, or two consecutive nights every week.

### **US, WE or OUR**

- i) For section 1 parts 1 and 2 and sections 2, 3, 4 and 5, Fairmead Insurance Limited.
- ii) For section 1 part 3, Inter Partner Assistance SA and AXA Assistance (UK) Limited.

### **YOU or YOUR**

- i) The policyholder.
- ii) Any member of the policyholder's family permanently residing at your home.

# **EXPLAINING HOW** YOUR POLICY WORKS.

### **ENDORSEMENTS**

If endorsements apply to your policy, they will be listed on your policy schedule.

An endorsement changes **your policy's** terms and conditions. Specific details can be found within the endorsements section of this policy booklet or will be sent to **you** separately.

### **CHANGES IN CIRCUMSTANCES**

At the start of **your** insurance, **we** provide **you** with a **statement of fact**. If any of this information changes at any time, **you** must tell **us** or **your** insurance intermediary immediately. If **you** don't tell **us** or **your** insurance intermediary of any changes this could mean **we** reduce or reject a claim or even make **your policy** invalid.

If you are not sure if you need to tell us, you can contact us or your insurance intermediary to ask.

### **TYPE OF INSURANCE AND COVER**

This **policy** is for a minimum of 12 months and is annually renewable. **We** will insure **you** under the sections shown on **your** policy schedule against loss, damage or liability occurring during the **period of insurance**, according to the terms and conditions of this **policy**. **We** will provide this insurance once **we** or, where applicable, **your** insurance intermediary have received and accepted **your** first premium or **your** agreement to pay **your** first premium, and any further premiums due to **us** or, where applicable, **your** insurance intermediary.

### CONTRACT

This policy booklet, **your** policy schedule, and any applicable endorsements and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**.

### THE LAW

This contract will be governed under the laws of England and Wales, and any reference **we** make to specific statutes will mean the UK statute and equivalent laws in the Channel Islands or Isle of Man.

### **PAYMENT OF PREMIUMS**

You can choose to pay the premium either:

- By Monthly Direct Debit.
   We or, where applicable, your insurance intermediary will collect the premium over 12 monthly instalments. We will show the amount and collection date of your first monthly premium and subsequent 11 monthly premiums on your payment schedule.
- By Annual Direct Debit.
   We or, where applicable, your insurance intermediary will collect the full premium at the policy start date or renewal date. We will show the amount and collection date of your premium on your schedule.
- By Credit or Debit card.
   We or, where applicable, your insurance intermediary will collect the full premium at the policy start date or renewal date. Payment can be made using your credit or debit card details.

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### **HOW TO RENEW YOUR POLICY**

At **our** discretion, **we** may offer to renew this **policy**. If **we** do, **we** or **your** insurance intermediary will send details to **you** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending.

You must tell us or your insurance intermediary:

- i) Of any changes to the information contained within the statement of fact.
- ii) If you want to change the way you pay.
- iii) If you do not want to renew this policy.

If **we** decide that **we** do not want to renew the **policy**, **we** or **your** insurance intermediary will send written notice to **you** at the most recent address known to **us** 21 days in advance of **your** cover ending.

### **AUTOMATIC RENEWAL**

If you have already agreed to pay us by Direct Debit, we will continue to take these payments from the designated account unless you tell us otherwise. If you do not want to renew your policy, you must tell us before your renewal date. It is not possible to offer automatic renewal with all payment methods, so please check your renewal invitation for more information.

### **UNPAID MONTHLY PAYMENTS**

If we don't receive the monthly payment on or before its due date, then we will write to you asking for payment. If you don't pay the unpaid premium within 20 days of our writing to you, we or your insurance intermediary will cancel the **policy**.

### **POLICY FEES**

If **we** charge any fees to cover the administration costs of changes that **you** make to **your** policy, or if **you** cancel the policy, these amounts will be shown on the current policy schedule. Any premium adjustment following a change or cancellation to **your policy** will include these fees.

### **CANCELLING YOUR POLICY**

### **Our cancellation rights**

We may cancel **your policy** if there are serious grounds to do so such as, but not limited to, fraud, non-payment, failure to supply requested validation documentation (security, valuations, etc.), poor property maintenance or **you** have provided **us** with incorrect information.

Where **we** cancel **your policy we** or **your** insurance intermediary will provide **you** 14 days' prior written notice to **your** last known address unless **we** or **your** insurance intermediary are required to cancel earlier.

We will refund a proportion of the premium, calculated on a daily pro-rata basis equivalent to the period of unused cover, providing no claims have been made. If a claim has been made in the **period of insurance**, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums will be due from **you**.

If **we** cancel **your policy** on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

### Your cancellation rights

You can cancel this policy at any time.

If you cancel this **policy** within 14 days of the start date or renewal date, or after you receive your policy documents, whichever is later, we will refund you for the period of unused cover.

If you decide you don't want this policy after 14 days of the start date or renewal date, or after you receive your policy documents, whichever is later, and you have not made a claim, we will charge you for the period that we have provided cover to you.

If **you** have made a claim during the **period of insurance** then **you** will have to pay the full annual premium, so **you** won't receive a refund.

# **POLICY CONDITIONS.**

### 1. Fraud

You must not commit fraud.

You are committing fraud if you, or anyone else insured by this **policy** or acting on your behalf, knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate, misleading or incomplete.
- Mislead **us** in any way for the purpose of obtaining insurance, more favourable insurance terms, a reduced premium, or to influence **us** to accept a claim.
- Make a fraudulent or false claim in full or in part:
  - By providing false information in order to influence us to accept a claim;
  - By exaggerating the amount of the claim; or
  - By supplying false or invalid documents in support of a claim.

If fraud is established we will:

- i. Not pay any claim under the policy;
- ii. Cancel your cover without any return premium or void your policy from the start date;
- iii. Be entitled to recover the amount of any claim we have paid under this policy;
- iv. Recover any investigation and legal costs;
- v. Inform the police, financial services organisations and anti-fraud databases such as CIFAS, CUE and Hunter.

### 2. Compliance with terms

**Our** liability to make payment under this **policy** will be conditional upon **your** compliance with all of the terms and conditions of this **policy**.

### 3. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance, **we** will be liable only for **our** rateable proportion for such loss, damage or liability.

### 4. Your duty to prevent loss or damage

You must keep your buildings, contents and personal property in sound condition and in good repair. You should consult a suitably qualified expert if you are unsure whether or not you are complying with this condition.

(continues)

### (continued)

You must take all practical and reasonable steps to safeguard your buildings, contents or property against loss or damage and to prevent accidents.

If loss or damage occurs to **your** property, **you** must promptly take all reasonable steps to prevent further loss or damage.

### 5. Your obligations when making a claim

In the event of a claim or possible claim under this **policy**, **you** must not negotiate, admit fault or make any offer, promise or payment without **our** written consent. **You** must also:

- Inform the police as soon as possible and obtain a crime reference number or loss report number as appropriate if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts, vandalism or loss of property or money.
- ii) Tell **us** as soon as reasonably possible and give **us** full details. In the event of loss or damage by riot, **you** must tell **us** within 30 days of the riot.
- iii) Give us written notice as soon as possible, but no later than seven days, after you know about any pending prosecution, inquest or fatal inquiry in connection with anything that occurs for which there may be liability under this policy.
- iv) Send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable costs.
- v) As soon as reasonably possible after the injury, loss or damage, provide us with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that we may reasonably require.
- vi) Retain any damaged contents or parts of buildings so that we may inspect them.
- vii) Give us any information and assistance that we might reasonably require.

### 6. Our rights when you make a claim

- i) We may nominate one of our specialist suppliers to repair or replace the property claimed for. Where you prefer to use your own tradesman, or we elect to settle the claim by cash payment, the amount we pay you will not exceed what we would have paid our supplier, except when our supplier is unable to repair or replace the property.
- ii) In an emergency, we may enter the building where the loss or damage has occurred. To safeguard the insured property against further loss or damage, we may take and keep possession of the insured property and dispose of any salvage. No property may be abandoned to us.
- iii) We may exercise sole control at our cost over dealing with any third party claim and its associated legal proceedings relevant to it. We will keep you informed of all developments.
- iv) We may pursue in your name, but for our benefit and at our cost, any claims for damages or other costs.

# WHAT IS NOT COVERED.

As well as the exclusions under the individual sections, the following will not be covered:

Under this policy, we will not pay for:

### 1. Gradual events

Any loss, damage or liability arising from wear and tear that **you** know is happening gradually over time.

### 2. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

### 3. Radioactive contamination

Any loss of or damage to property, indirect loss or legal liability directly or indirectly arising from:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component.

### 4. Pollution and contamination

Any loss, damage or liability arising from pollution or contamination unless caused by:

- i) a sudden and unforeseen and identifiable accident; or
- ii) leakage of oil from a domestic oil installation at your home.

### 5. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### THE ITEMS BELOW ARE NOT COVERED UNDER SECTIONS 1-3 AND 5 OF THIS POLICY

### 6. Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover commences.

### 7. Deliberate acts

Any loss, damage or liability caused on purpose by you or any person residing at your home.

### 8. Matching of items

The costs of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design if damage occurs within a clearly identifiable area or to a specific part and it is not possible to match replacements.

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### 9. Direct loss or damage:

- i) Due to electronic failure.
- ii) Due to computer virus.
- iii) Due to electrical or mechanical breakdown.
- iv) Caused in the process of cleaning, restoration, maintenance, repair, dismantling or by dyeing.
- v) Caused by chewing, scratching, tearing or fouling by domestic pets.
- vi) Caused by scratching or denting.
- vii) Caused by vermin, insects or fungus.
- viii) Caused by rot, exposure to light or atmospheric or climatic conditions.
- ix) Arising from the cost of remaking any recorded material or the value of any information contained on it.

### 10. Indirect loss or damage

We will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

#### 11. Loss by deception

Apart from deception used to gain entry to your home.

### 12. Defects and faults

Any direct loss or damage arising from defective design, defective materials, faulty materials, faulty workmanship or failure to follow manufacturers' instructions.

### 13. Software, data, files, downloads and mobile phone call costs

Any loss, damage or liability arising from:

- i) The erasure, distortion, mislaying or misfiling of any software, data, files and downloads.
- ii) Mobile phone call costs.

### 14. Loss of value and depreciation

Resulting from the repair or replacement of lost or damaged property.

### 15. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

### 16. Terrorism

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

## **SECTION 1.** BUILDINGS.

Please note that this section only applies if it is shown on **your** policy schedule.

At renewal, where **your** policy schedule shows that inflation protection applies to **buildings**, **we** will adjust **your** building sum insured in line with the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. If this index is no longer published, **we** will use a suitable alternative index.

## PART 1 – BUILDINGS.

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We will pay up to the sum insured shown on **your** policy schedule unless **we** specify otherwise.

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The <b>buildings</b> are insured
damage caused by:

In addition to items listed on pages 13-14 **we** will not pay for:

- The excess shown on your policy schedule under paragraphs 1 to 15 and A to E of this section.
- Fire, smoke, explosion, lightning or earthquake.
   Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.
- Riot, civil commotion, strikes or labour disturbances.
- Loss or damage occurring where you have:
  - participated in, assisted, encouraged or facilitated the riot or spread of the riot.
  - contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.
  - iii) committed a criminal offence relating to the riot.

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	The <b>buildings</b> are insured against loss or damage caused by:	X In addition to items listed on pages 13-14 we will not pay for:	
	3. Malicious acts or vandalism.	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.</li> </ul>	
	4a. Storm.	<ul> <li>Loss or damage to fences, gates and hedges.</li> <li>Loss or damage caused by underground water.</li> </ul>	
	4b. Flood.	<ul> <li>Loss or damage to fences, gates and hedges.</li> <li>Loss or damage caused by underground water.</li> </ul>	
	5. Subsidence or heave of the site on which the buildings stand or landslip.	<ul> <li>Loss or damage: <ol> <li>To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges unless your home is damaged by the same cause and at the same time.</li> <li>Caused by the compaction of infill.</li> <li>Occurring while the buildings are undergoing demolition, structural alterations or structural repairs.</li> <li>Caused by river or coastal erosion.</li> <li>Arising from movement of solid floors, unless the foundations beneath the exterior walls of your home are damaged by the same time.</li> </ol> </li> <li>Arising from defective design, defective materials or faulty workmanship.</li> </ul>	
	6. Theft or attempted theft.	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.</li> </ul>	

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The <b>buildings</b> are insured against loss or damage caused by:	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
<ul> <li>F. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.</li> <li>We also cover the costs involved in tracing the source of the escape of water and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the home where this occurs in the course of these investigations. We call this trace and access.</li> <li>We will pay up to £5,000 for trace and access for any one claim.</li> </ul>	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your home. (If it is accidental damage and you have cover under paragraph 15, this would be insured subject to the exceptions and excess applicable to that paragraph.)</li> <li>Loss or damage caused by the failure or lack of grout and/or sealant in your home.</li> <li>Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> <li>Loss or damage caused by subsidence, heave or landslip.</li> </ul>
<ol> <li>Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.</li> </ol>	
<ul> <li>9. Leakage of oil from any fixed oil fired heating installation.</li> <li>We also cover the costs involved in tracing the source of the leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the home where this occurs in the course of these investigations. We call this trace and access.</li> <li>We will pay up to £5,000 for trace and access for any one claim</li> </ul>	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> </ul>
10.Falling trees and branches.	<ul> <li>Loss or damage to trees and branches.</li> <li>The cost of removing fallen trees or branches that have not caused damage to your home.</li> </ul>
11 Falling agricle on their fittings	

11. Falling aerials or their fittings.



Please refer to the definitions on pages 5-8 for words shown in bold text.

### **18 RAINBOW HOME INSURANCE – BUILDINGS COVER**

✓	This section also provides insurance for the <b>buildings</b> against:	×	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
	12. Accidental breakage to underground pipes or cables serving the <b>buildings</b> .	res • Da abo • Bro or	mage for which <b>you</b> are not legally sponsible. mage to any part of the pipe or cable ove ground level. eakage to any part of the pipe, cable drain that hasn't caused leakage or mage as a result of the breakage.
	<ul> <li>13. Accidental breakage of:</li> <li>i) fixed glass including ceramic hobs forming part of the buildings; and</li> <li>ii) fixed sanitary ware forming part of the buildings.</li> </ul>		eakage when <b>your home</b> is <b>unoccupied</b> more than 60 days in a row.
	14. Frost damage to any plumbed in domestic water or heating installation.	un	ss or damage when <b>your home</b> is <b>occupied</b> for more than 60 days in ow.
	Paragraph 15 only applies if <b>your</b> policy sche <b>damage</b> to <b>buildings</b> is included.	edule sh	ows that extended <b>accidental</b>
✓	The <b>buildings</b> are insured against:	×	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
	15. Accidental damage.	ex • Da the • Da rer • Da gu	mage caused by settlement, shrinkage or pansion of the <b>buildings</b> or the site. mage caused by water entering e <b>buildings</b> . mage caused by building alterations, novations, extensions or repairs. mage caused by <b>your</b> lodgers, paying ests or tenants. mage from any cause described in ragraphs 1 to 14 of this section.
i	Please refer to the definitions on pages 5-8 f	or word	s shown in bold text.

1

### We also provide cover for:

A. Loss of rent and alternative accommodation.

During the period **your home** is made uninhabitable by any cause covered under this section **we** will pay for:

- i) Loss of rent that is no longer payable to **you**.
- ii) Any ground rent which continues to be payable by **you**.
- iii) The cost of comparable alternative accommodation if you are the occupier, including for any domestic pets permanently living with you.

We will pay up to the sum insured on your policy schedule.

- B. The period between exchange of contracts and completion.
  - You will be entitled to the benefit of the cover provided by paragraphs 1 to 14 of section 1 of this policy between exchange of contracts and completion of the purchase provided that:
    - a) The period of insurance commences on or before completion of the purchase of the buildings.
    - b) We received and accepted your application for insurance cover on the buildings prior to the date of the loss or damage.
  - ii) If you contract to sell the buildings, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this policy between exchange of contracts and completion of the sale provided that:
    - a) the purchaser completes the purchase; and
    - b) the **buildings** are not otherwise insured.

- Loss or damage:
  - That would be insured under any other policy in the absence of this cover.
  - That the seller is responsible for making good.
  - Occurring while the **buildings** are in the course of construction or undergoing demolition, structural alterations or structural repairs.
  - Occurring while the property is not fit for normal living purposes.
  - Occurring more than 90 days prior to completion of the purchase of the **buildings**.

Please refer to the definitions on pages 5-8 for words shown in bold text.

×

In addition to items listed on pages 13-14 **we** will not pay for:



### **RAINBOW HOME INSURANCE – BUILDINGS COVER**

### We also provide cover for:

C. Additional costs.

If the following costs are incurred with **our** consent in making good the insured loss or damage, **we** will pay for:

- i) Architects', surveyors', consulting engineers' and legal fees.
- ii) The cost of clearing the site and making safe the damaged parts of the **buildings**.
- iii) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law.
- iv) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.
- D. Emergency access.

We will pay for damage to the **buildings** caused by fire, ambulance or police services if they have to make a forced entry to **your home** as a result of an emergency.

We will pay up to £1,000 for any one claim.

E. Loss or theft of keys.

If keys to **your home** are lost or stolen, **we** will pay for the replacement and installation of door locks for any external door of **your home**.

We will pay up to £750 for any one claim.

## In addition to items listed on pages 13-14 **we** will not pay for:

- Fees incurred in the preparation of a claim.
- The cost of stabilising the site.
- The cost of removing trees other than as is necessary to enable repairs to be carried out.
- Costs arising from a notice served prior to the date of the loss or damage.

• Loss or damage that is otherwise insured.

Please refer to the definitions on pages 5-8 for words shown in bold text.

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### **CLAIMS SETTLEMENT UNDER PART 1 – BUILDINGS**

 We will pay the cost to us of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage, the buildings are in good repair.

Also see 'How to make a claim' on page 38.

- 2. We will either make a deduction for wear and tear from the cost to us of any necessary replacement or repair work or, at **our** option, pay the reduction in market value resulting from the damage, where:
  - i) replacement or repair is not carried out; or
  - ii) immediately prior to the incident giving rise to the damage, the **buildings** are not in good repair.
- 3. The maximum amount **we** will pay in respect of any one claim for **buildings** is the sum insured on **your** policy schedule.

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

Please refer to the definitions on pages 5-8 for words shown in bold text.

## PART 2 – PROPERTY OWNERS' LIABILITY TO THIRD PARTIES.

×



22

We will cover you against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness);
- · Loss of or damage to material property;

caused by an accident occurring during the **period of insurance** and incurred by **you**:

- i) as owner of the buildings;
- ii) in respect of any buildings previously owned and occupied by **you** for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any building owned by **you** simply because **you** sold that building after the work was done.

If this **policy** is cancelled when **you** sell **your home**, the cover provided by paragraph ii) above will continue for seven years from the date that cover was cancelled, provided no other policy covers the liability. In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

- Death of or bodily injury (including disease and illness) to you or any person employed by you.
- Loss of or damage to material property belonging to you or under your charge or control.
- Your business or profession, except for the letting of the buildings or any part of it for private residential purposes.
- Accidents for which you may be responsible as occupier of the buildings.
- The use or possession of lifts or mechanically propelled vehicles.
- A contractual obligation.
- Any incident insured by another insurance policy (or that would be insured if this policy did not exist) except for any amount over the limit the other insurer will pay (and for which payment has been agreed) under the other insurance policy.
- Your wilful or malicious act.

### CLAIMS SETTLEMENT UNDER PART 2 – PROPERTY OWNERS' LIABILITY TO THIRD PARTIES

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that you have to pay, provided they are incurred with our written consent.

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.

### VERY IMPORTANT NOTICE.

Liability arising from incidents within the **home** and land belonging to it are, by law, nearly always the responsibility of the occupier rather than the owner. **We** do not cover **your** liability as an occupier or **your** personal liability under this section but automatically include it with **contents** cover available under section 2 of this **policy**.

## PART 3 – HOME EMERGENCY COVER.

This **policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA Financial Conduct Authority Register number is 202664.



### We will pay for:

 Call out charges, labour and parts or materials for immediate repairs to stabilise and remove the emergency.

We will send a **repairer** to assess the situation and carry out emergency work arising from:

- 1. Burst pipes or sudden leakage.
- 2. Break in or vandalism, compromising the security of **your home**.
- Storm damage causing water to enter your home or likely to cause further loss or damage to your home or its contents.
- 4. Impact damage by falling trees, or by a vehicle or a plane or aerial debris.
- i) Failure of your domestic water mains supply leaving you with no running water.
  - ii) Failure of your gas supply pipe leaving you unable to use your gas appliances.
  - iii) Failure of your domestic electricity system leaving your home without electricity.
  - iv) Blocked drains.
- 6. i) Failure of **your** domestic hot water system.
  - ii) Total failure of your central heating system between the months of September and April inclusive.
- A smashed toilet bowl or cistern, or breakage of the cistern internal mechanism that prevents flushing.
- Sudden damage that either allows water to enter the **home**, or compromises the security of the **home**, caused by subsidence or heave or landslip breaking external windows, doors or their frames.

## In addition to items listed on pages 13-14 **we** will not pay for:

- Routine day to day home maintenance.
- In connection with the boiler or warm air unit:
  - i) Air locks in the central heating piping.
  - ii) Malfunctioning of the central heating wall or room thermostats.
  - iii) Central heating failure in the months May to August inclusive.
  - iv) Failure of the central heating pump.
  - v) Failure of zone or changeover valves.
  - vi) Any claim involving a boiler or warm air unit with an output exceeding 170,000 BTU capacity.
  - vii) Any boiler or warm air unit more than eight years old.
  - viii) Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to non-availability of parts.
- The following incidents or circumstances:
  - i) Breakage of internal glass or of any basin, bath, bidet or shower base.
  - ii) Failure of any services where the problem is situated outside the boundary of the plot of land on which your home is situated or beyond the part of the sole or shared supply system or piping for which you are legally responsible.
  - iii) The cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the structure, fixtures and fittings of **your home**.

### 24 RAINBOW HOME INSURANCE – BUILDINGS COVER

### **CLAIMS SETTLEMENT UNDER PART 3 – HOME EMERGENCY**

The maximum amount **we** will pay for call out labour and parts or materials arranged by **us** and arising from any one incident is £500 (including VAT).

### WHAT IS NOT COVERED UNDER SECTION 1 PART 3

### In addition to items listed on pages 13-14 **we** will not pay for:

- 1. Circumstances already known to **you** when **you** applied for insurance or before the **period of insurance** begins.
- 2. Damage to contents of your home.
- 3. An insured event where the cost can be recovered from elsewhere, for example under another insurance policy or maintenance agreement.
- Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
- Any claim where Health and Safety regulations or a risk assessment that has been carried out prevent **our** authorised contractors being able to attend to the **emergency** or carry out work in **your home**.
- 6. Any deliberate act of any insured person(s).

### **GENERAL CONDITIONS APPLYING TO SECTION 1 PART 3**

If work carried out exceeds £500 (including VAT) you will be expected to pay the repairer promptly.

## HOW TO GET HELP.

After checking **your** circumstances are covered, please call the 24 hour emergency helpline on:



0800 072 4680 (with your policy number)

**You** should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger.

Suspected gas leaks should always be reported to the National Gas emergency helpline on:



### 0800 111 999

Calls may be recorded and monitored.

## **SECTION 2.** CONTENTS.

Please note that this section only applies if it is shown on **your** policy schedule.

At renewal, where **your** policy schedule shows that inflation protection applies to **contents**, **we** will adjust **your** sum insured in line with the Retail Price Index published by the National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

## PART 1 – CONTENTS.

i

We will pay up to the sum insured shown on **your** policy schedule unless **we** specify otherwise.

$\checkmark$	The <b>contents</b> are insured against loss or damage caused by:	×	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
		sc	ne <b>excess</b> shown on <b>your</b> policy shedule under paragraphs 1 to 14 and to P of this section.
	<ol> <li>Fire, smoke, explosion, lightning or earthquake.</li> </ol>	bı ot	oss or damage caused by tobacco urns, scorching, melting, warping or her forms of heat distortion unless ccompanied by flames.
	<ol> <li>Riot, civil commotion, strikes or labour disturbances.</li> </ol>	i) ii)	<ul> <li>bass or damage occurring where you have:</li> <li>participated in, assisted, encouraged or facilitated the riot or spread of the riot.</li> <li>contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.</li> <li>committed a criminal offence relating to the riot.</li> </ul>
	3. Malicious acts or vandalism.	ui a • Lo do	oss or damage when <b>your home</b> is <b>noccupied</b> for more than 60 days in row. oss or damage caused by <b>you, your</b> omestic employees, lodgers, paying uests or tenants.

### **RAINBOW HOME INSURANCE – CONTENTS COVER**

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i

The <b>contents</b> are insured against loss or damage caused by:	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
4a. Storm	Loss or damage by underground water.
4b. Flood.	<ul> <li>Loss or damage caused by underground water.</li> </ul>
<ol> <li>Subsidence or heave of the site on which your home stands or landslip.</li> </ol>	<ul> <li>Loss or damage caused by: <ul> <li>i) the compaction of infill;</li> <li>ii) settlement of the buildings; or</li> <li>iii) river or coastal erosion.</li> </ul> </li> <li>Any loss or damage arising from defective design, defective materials or faulty workmanship.</li> <li>Loss or damage occurring while your home is undergoing demolition, structural alterations or structural repairs.</li> </ul>
<ol> <li>Theft or attempted theft.</li> <li>For loss or damage caused by theft or attempted theft of contents in any garage and domestic outbuilding we will pay up to the sum insured on your policy schedule.</li> </ol>	<ul> <li>Money and pedal cycles, unless force and violence is used to gain entry to your home.</li> <li>Any loss or damage if your home or any part of it is let or lent, unless force and violence is used to gain entry to your home.</li> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.</li> </ul>
7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> <li>Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your home. (If it is accidental damage and you have cover under paragraph 14, this would be insured subject to the exceptions and excess applicable to that paragraph.)</li> <li>Loss or damage caused by the failure or lack of grout and/or sealant in your home.</li> <li>Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul>
8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.	

### **RAINBOW HOME INSURANCE –** CONTENTS COVER

27

<b>~</b>	The <b>contents</b> are insured against loss or damage caused by:	×	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
	<ol> <li>Leakage of oil from any fixed oil fired heating installation.</li> </ol>	un	iss or damage when <b>your home</b> is <b>loccupied</b> for more than 60 days in row.
	10.Falling trees and branches.	• Th	ess or damage to trees and branches. The cost of removing fallen trees branches.
	11. Falling aerials or their fittings.		
✓	This section also provides insurance for the following <b>contents</b> items against:	×	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
	12. Accidental damage to business equipment, televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment.	to me eq • Da	amage to items designed and intended be portable (such as laptops, tablets and obile phones), or to hand held computer uipment or hand held games consoles. Image to records, cassettes, discs or her data storage devices.
	13. <b>Accidental breakage</b> of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture.		
	Paragraph 14 only applies if <b>your</b> policy sche <b>damage</b> to <b>contents</b> is included.	edule sh	nows that extended <b>accidental</b>
✓	The <b>contents</b> are insured against:	×	In addition to items listed on pages 13-14 <b>we</b> will not pay for:
	14. Accidental damage.	<ul> <li>main and the second s</li></ul>	amage to clothing (including furs), oney, food and drink. Image caused during household moval. Image caused by water entering <b>ur home</b> . Image caused by building alterations, novations, extensions or repairs. Image caused by <b>your</b> lodgers, paying lests or tenants. Image from any cause described in ragraphs 1 to 11 of this section.

28

### We also provide cover for:

A. Alternative accommodation.

During the period **your home** is made uninhabitable following loss or damage to the **contents** by any cause covered under this section, **we** will pay for the cost of comparable alternative accommodation including for any domestic pets permanently living with **you**.

We will pay up to the sum insured on your policy schedule.

B. Loss or damage to **contents** during household removal by professional removal contractors.

The contents are insured against accidental loss or damage while in transit between your home and your new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. We will also cover temporary storage by professional removal contractors for up to three days.

C. Your liability as a tenant.

We will cover you against your legal liability as a tenant for:

- i) Loss, damage or breakage to your home and to landlord's fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of part 1 of section 1 of this policy, subject to the exceptions and excess applicable to that paragraph.
- ii) Damage to internal decorations caused by fire or smoke.

We will pay up to £5,000 or 10% of the **contents** sum insured on **your** policy schedule, whichever is higher.

## In addition to items listed on pages 13-14 **we** will not pay for:

- Loss of or damage to china, glass, pottery and other items of a brittle nature, unless they have been packed by professional packers.
- Loss of money.

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### **RAINBOW HOME INSURANCE –** CONTENTS COVER

×



### We also provide cover for:

D1.Contents temporarily removed from your home for up to 90 consecutive days.

Provided that it is **your** intention to return the item(s) to **your home**, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents**:

- In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where you are living (other than while attending full time education) or employed.
- ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will pay up to £7,000 or 15% of the **contents** sum insured on **your** policy schedule, whichever is higher. We will pay no more than £1,000 for a single article, pair or set.

### In addition to items listed on pages 13-14 **we** will not pay for:

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- Loss or damage to pedal cycles.
- Loss or damage to any item that has never been in your home.
- Loss or damage to any item that has been away from your home for more than 90 consecutive days at the time of the event that caused the loss or damage.
- Loss or damage that would be insured under any other policy in the absence of this cover.
- i) Theft of **money** unless force and violence is used to gain entry.
- ii) Loss or damage:
  - a) Due to storm or flood.
  - b) Due to theft or attempted theft unless the **contents** are:
    - in a building or caravan and force and violence is used to gain entry; or
    - in transit to or from a bank or safe deposit.
  - c) Caused by theft of **money** unless the theft is from a building or caravan where force and violence is used to gain entry.
  - d) Occurring within the boundaries of the land belonging to **your home**.
- D2.Contents temporarily removed from your home while attending full time education.

Provided that it is **your** intention to return the item(s) to **your home**, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents** in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are living while attending full time education.

**We** will pay up to £5,000 in total and up to £1,000 for a single article, pair or set.

- Loss or damage:
  - To pedal cycles.
  - To any item(s) that has never been in your home.
  - That would be insured under any other policy in the absence of this cover.
  - Due to theft unless force and violence is used to gain entry to the building.
  - While the contents are being worn, moved or carried.

# 30 RAINBOW HOME INSURANCE – CONTENTS COVER We also provide cover for: X In addition to items listed on pages

13-14 we will not pay for: E. Contents in the garden. Loss or damage when **your home** is **unoccupied** for more than 60 days in a row. The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also Loss or damage caused by storm covers loss or damage to contents or flood. outside the home but within the Loss or damage to pedal cycles. boundaries of the land belonging to Theft of money. • your home. Theft or attempted theft from . We will pay up to the sum insured on any unattended vehicle. your policy schedule. Loss or damage to high risk property. • F. Loss or theft of keys. If keys to your home are lost or stolen, we will pay for the replacement and installation of door locks for any external door of your home. We will pay up to £750. G. Personal assault. Theft of money held or used for business purposes. We will pay you or your personal representatives £5,000 if you die within 60 days as a direct result of injuries received: In your home caused by thieves. ii) Due to robbery or hold up (whether attempted or otherwise) elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. We will also pay up to a maximum of £100 for theft of money from you due to robbery or hold up occurring away from vour home. H. Freezer contents. Loss of or damage to food if the freezer • cabinet or refrigerator is more than We will pay for food in a freezer cabinet 15 years old. or freezer compartment of a refrigerator at your home made unfit for human Loss of or damage to food held or used consumption due to: for business purposes. i) A rise or fall in temperature. Loss or damage due to the power supply authority deliberately cutting or reducing ii) Contamination by refrigerant or the supply to your home. refrigerant fumes. We will pay up to the sum insured on your policy schedule.

### RAINBOW HOME INSURANCE – CONTENTS COVER

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We also provide cover for:	In addition to items listed on pages 13-14 we will not pay for:
<ol> <li>Credit cards.</li> <li>We will pay for loss from fraudulent use of your credit or debit cards (all held solely for private or domestic purposes) by unauthorised persons.</li> <li>We will pay up to £5,000.</li> </ol>	<ul> <li>Loss unless you have complied with al your credit cards' terms and conditions</li> </ul>
<ul> <li>J. Oil and metered water.</li> <li>We will pay for loss of oil or metered water following accidental damage to your domestic water or heating installations.</li> <li>We will pay up to £2,000.</li> </ul>	<ul> <li>Loss or damage when your home is unoccupied for more than 60 days in a row.</li> </ul>
<ul> <li>K. Jury service.</li> <li>We will pay for expenses or loss of earnings as a result of you being called for jury service.</li> <li>We will pay up to £50 per day up to a maximum of £2,000</li> </ul>	<ul> <li>The first seven days of any period of jury service.</li> <li>Expenses or earnings that can be recovered from any other source.</li> </ul>
L. Special events. For one month before and one month after a special event or religious festival where the value of <b>contents</b> owned by <b>you</b> is increased due to purchases related to the special event or religious festival, the <b>contents</b> sum insured recorded on <b>your</b> policy schedule is increased by 10%.	
M. New purchases. The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, pair or set of <b>high risk property</b> that <b>you</b> have not previously told <b>us</b> about, up to a maximum of £2,500 occurring within 30 days of purchase.	<ul> <li>Loss or damage to articles for which you do not have proof of the date of purchase.</li> </ul>
<ul> <li>N. Reinstatement of documents.</li> <li>We will pay the cost of preparing new title deeds to your home, bonds or securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of part 1 of section 2 of this policy while in your home or while kept in your bank, building society or solicitor's office.</li> <li>We will pay up to £2,500.</li> </ul>	Negotiable bonds or securities.





O. Plants in the garden.

The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of flowers, plants, shrubs or trees all in pots or containers outside the **home** but within the boundaries of the land belonging to **your home**.

We will pay up to £1,000.

P. Visitors' personal effects.

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **your** visitors' clothing and personal belongings whilst in **your home**.

We will pay up to £300.

• Loss or damage that would be insured under any other policy in the absence of this cover.

In addition to items listed on pages

13-14 we will not pay for:

• Money, credit cards, securities and documents.

×

- Vehicles, pedal cycles, other means of transport, caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.
- Property held or used for business or trade.

Please refer to the definitions on pages 5-8 for words shown in bold text.

### **CLAIMS SETTLEMENT UNDER PART 1 – CONTENTS**

- 1. We will at our option:
  - i) replace as new;
  - ii) pay the cost to us of replacing as new;
  - iii) repair; or
  - iv) pay the cost to us to repair;

any item of contents (except for clothing more than two years old).

Also see 'How to make a claim' on page 38.

- 2. We will make a deduction for wear and tear from the cost to us of replacement or repair if clothing more than two years old is stolen or damaged.
- 3. The maximum amount we will pay in respect of any one claim for the following is:

i) Contents	The sum recorded on <b>your</b> policy schedule.
ii) High risk property	<ul> <li>a) In total, the sum recorded against the high risk property total limit on your policy schedule.</li> <li>b) For a single article, pair or set, the sum recorded against the high risk property single article limit on your policy schedule.</li> </ul>
iii) Business equipment	<ul> <li>a) In total, the sum recorded against the business equipment total limit on your policy schedule.</li> <li>b) For a single article, pair or set, the sum recorded against the business equipment single article limit on your policy schedule.</li> </ul>
iv) Money	£500
v) External satellite equipment	5% of sum insured recorded against <b>contents</b> on <b>your</b> policy schedule.

We will not reduce the sum insured following a payment of a claim, provided that all damage is made good without delay and any reasonable recommendations we make to prevent further loss or damage are carried out without delay.

## PART 2 – OCCUPIERS' LIABILITY TO THIRD PARTIES.

×



34

We will cover you against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness);
- · Loss of or damage to material property;

caused by an accident occurring during the **period of insurance** incurred by **you**:

- i) As occupier of:
  - Your home.
  - Land belonging to your home.
  - Any residential premises temporarily occupied for private purposes for no more than 30 days in any one **period of** insurance.
- ii) As an employer of employees involved in domestic duties at **your home**.
- iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

- The transmission of any contagious disease by you.
- Death of or bodily injury (including disease and illness) to **you**.
- Loss of or damage to material property belonging to you or under your charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if insured by any other policy.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by **you** or on **your** behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- Death of or bodily injury to any employee arising out of:
  - i) being carried in or upon a vehicle, or
  - ii) entering, getting onto or leaving a vehicle,

in circumstances where any road traffic legislation requires insurance or security.

- Your wilful act, including but not limited to any assault or alleged assault.
- Your business or profession.
- The ownership of any land or building including the **home**.
- A contractual obligation.

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We will cover you against liability at law for damages payable in respect of:

In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

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- The ownership, use or possession of:
  - i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to your home, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).
  - ii) Aircraft, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).
  - iii) Any trailer, horse box or caravan (other than occupiers' liability arising from a static caravan rented and temporarily lived in by **you**).
- The use of firearms other than sporting guns used for sporting purposes.
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to **you** or under **your** charge or control.

### CLAIMS SETTLEMENT UNDER PART 2 – OCCUPIERS' LIABILITY TO THIRD PARTIES

### Occupiers' and private individuals' liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that you have to pay, provided they are incurred with our written consent.

### **Employers' liability**

If the incident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and injury arises out of and in the course of such service or apprenticeship:

 The maximum amount we will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants' costs and expenses and all other costs and expenses incurred with our written consent.

If **you** die, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

## **SECTION 3.** PERSONAL POSSESSIONS.

Please note that this section only applies if it is shown on **your** policy schedule.

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At renewal **we** will adjust **your** sums insured under items 1, 3 and 4 of section 3 in line with the Retail Price Index published by the National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

If the item is shown on <b>your</b> policy schedule <b>we</b> will pay for:	In addition to items listed on pages 13-14 we will not pay for:
Item 1 – loss of or damage to <b>your personal</b> <b>property</b> . <b>We</b> will pay the sum insured on <b>your</b> policy schedule (subject to inflation protection) and up to £1,500 for a single article, pair or set.	<ul> <li>Loss or damage to property specifically insured under item 4 of this section.</li> </ul>
Item 2 – loss of <b>your money</b> . <b>We</b> will pay up to the sum insured on <b>your</b> policy schedule.	Loss due to error, omission or depreciation in value.
<ul> <li>Item 3 – loss of or damage to your pedal cycles and accessories on them (including electrically assisted pedal cycles that are not required to be licensed if used on a public road).</li> <li>We will pay up to the sum insured on your policy schedule (subject to inflation protection).</li> </ul>	<ul> <li>Loss or damage if the pedal cycle is being used for racing.</li> <li>Theft or attempted theft of a pedal cycle unless at the time of loss or damage it was: <ul> <li>i) in your immediate custody or control; or</li> <li>ii) securely locked to an object that cannot be moved; or</li> <li>iii) in a locked building.</li> </ul> </li> <li>Theft of pedal cycle accessories unless: <ul> <li>i) the pedal cycle is stolen at the same time; and</li> <li>ii) the theft of the pedal cycle is covered under this section.</li> </ul> </li> </ul>

Item 4 – loss of or damage to articles specified on **your** policy schedule.

We will pay up to the sum insured on your policy schedule (subject to inflation protection).

#### We also provide cover for:

#### New purchases.

The insurance provided by item 4 of this section also covers loss or damage to any single article, pair or set of **high risk property** that **you** have not previously told **us** about, up to a maximum of £2,500 occurring within 30 days of purchase.

## In addition to items listed on pages 13-14 we will not pay for:

 Loss or damage to articles for which you do not have proof of the date of purchase.

### **K**

For items 1-4 in this section and in addition to items listed on pages 13-14, **we** will not pay for the following:

- The excess shown on your policy schedule under this section.
- More than £2,000 in total in respect of any one loss from an unattended vehicle under items 1, 2, 3 and 4.
- Loss or damage caused by theft or attempted theft from any unattended vehicle unless:
  - i) All windows and sunroofs are securely closed and all doors and the boot are locked.
  - ii) The property is completely concealed within the vehicle in a glove compartment, locked luggage compartment or locked boot.
- Loss of or damage to:
  - i) Personal property, money or pedal cycles held or used for business purposes.
  - ii) Sports equipment while in use.
  - iii) Remote controlled models while in operation.
  - iv) Musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.
- Breakage of articles of a brittle nature unless specified under item 4 of section 3.
- Loss of or damage to **business equipment** unless specified under item 4 of section 3.
- Theft or malicious damage caused by **you**, **your** domestic employees, lodgers, paying guests or tenants.

#### **CLAIMS SETTLEMENT UNDER SECTION 3 – PERSONAL POSSESSIONS**

- 1. We will at our option:
  - i) replace as new;
  - ii) pay the cost to us of replacing as new;
  - iii) repair; or
  - iv) pay the cost to us to repair;

any article insured under items 1, 3 or 4 of this section without deduction for wear and tear. For clothing more than two years old insured under item 1, a deduction will be made for wear and tear.

Also see 'How to make a claim' on page 38.

# HOW TO MAKE A CLAIM.

SECTIONS 1-3 AND 5 – BUILDINGS, CONTENTS, PERSONAL POSSESSIONS AND CARAVAN

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**HOME INSURANCE** Please call us on the number shown on **your** policy schedule or contact **your** insurance intermediary.

**HOME EMERGENCY** (provided you have selected buildings cover) **0800 072 4680** (24 hour) – for Home Emergency Claims see part 3 of section 1.

Calls may be recorded and monitored. Call charges will vary.

We understand how distressing loss or damage to **your home** can be. When things go wrong, **we** are ready and waiting to put them right as quickly and efficiently as possible.

**You** should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger. Suspected gas leaks should always be reported to the National Gas Emergency Helpline on **0800 111 999**.

#### **STEP 1: REPORT TO THE POLICE (IF APPLICABLE)**

It is a condition of **your policy** that **you** report the following to the police as soon as possible, and get a crime reference number or loss report number:

- Theft, attempted theft or loss of property.
- Any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbances.

#### **STEP 2: CHECK WHETHER YOU ARE COVERED**

- Check **your** policy schedule, which lists the sections of cover **you** have chosen and any endorsements and excesses that apply.
- Refer to your policy booklet, particularly the section relevant to your claim. Please check:
  - Details of what your policy does and does not cover.
  - 'Claims settlement' at the end of each section this tells **you** about any conditions that may affect the amount of any claim settlement.
  - Any policy conditions that apply on pages 11-12.

#### **STEP 3: GATHER YOUR INFORMATION**

To help us process your claim quickly, it helps if you have the following information to hand:

- Your policy number.
- The date and time of the loss or damage.
- The police loss report number or crime reference number (if applicable).

We may request more information such as:

- The date and place of purchase, plus receipts, invoices, instruction booklets, valuations or photographs.
- The location of the property when it was lost or damaged.
- For damaged property, confirmation from a suitably qualified tradesman of the cause of damage and whether or not the item can be economically repaired.

We may not meet **your** claim, or settlement may be reduced, if **you** do not provide these details or if **you** do not tell **us** about the loss or damage as soon as reasonably possible.

Sometimes **we**, or an expert **we** appoint, may wish to meet **you** to discuss the claim, inspect the damage, or carry out further enquiries.

Make sure **you** do not throw away damaged **contents**. Store them in a dry place, as **you** will need them to support **your** claim.

#### **STEP 4: MAKE A CLAIM**

For home insurance claims, call **us** on the number shown on **your** policy schedule or contact **your** insurance intermediary.

#### **STEP 5: WHAT HAPPENS NEXT?**

- If your claim is accepted, we will agree actions on the initial call and keep in touch by phone to let you know what's happening.
- We may appoint a specialist to visit you, in which case we will let you know.
- Complicated claims, such as those for subsidence, may take longer than others to complete. If that's the case we will give you the name of a personal contact who'll keep you informed about progress.
- We may offer repair or replacement through **our** approved suppliers. If **you** prefer to use **your** own tradesman, or receive a cash settlement for replacement goods instead, **we** will need to agree this with **you** beforehand. Any payment will generally not exceed the discounted amount **we** would have paid to **our** chosen supplier.
- We may refuse to agree costs that are incurred by **you** before **our** agreed consent is given or for damaged items that are disposed of before inspection.
- We try to make the claims process as sustainable as possible and will repair your property wherever it makes economic and environmental sense to do so.

#### FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Whether or not you are able to claim and how much you may be entitled to will depend on the specific circumstances at the time.

For further information about the scheme please visit the FSCS at **fscs.org.uk** or call them on **0800 678 1100**.

# **SECTION 4.** FAMILY LEGAL PROTECTION.

Please note that this section only applies if it is shown on **your** policy schedule.

Please refer to the definitions on pages 5 – 8 for words shown in bold text.

Claims under this section are managed on **our** behalf by DAS Legal Expenses Insurance Company Limited.

We agree to provide the insurance described in this section, subject to the terms, conditions, exclusions and limitations set out below, provided that:

- 1 reasonable prospects exist for the duration of the claim;
- 2 the date of occurrence of the insured incident is during the period of insurance;
- 3 any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which the **administrator** agrees to, within the **countries covered**; and
- 4 the insured incident happens within the countries covered.



We will pay your costs and expenses:



In addition to items listed on pages 13-14 **we** will not pay cover:

Employee disputes
 To pursue a legal action directly arising from your contract of employment.

 a) Any claim relating solely to personal injury (please refer to insured incident 3 Personal Injury).

- b) A settlement agreement while **you** are still employed.
- c) The insured event happening within 90 days of this insurance starting.

- 2. Contract disputes
- a) To pursue a legal action directly arising from **you** buying or hiring goods or services for **your** own private use.
- b) To defend a legal action directly arising from the private sale by **you** of **your** goods.
- a) The settlement payable under an insurance policy (the administrator will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim).
- b) A dispute arising from any loan, mortgage, pension, investment or borrowing.
- c) A dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings.
- d) A motor vehicle owned by or hired or leased to **you**.
- e) A claim where less than £250 is in dispute or the agreement for buying or hiring the goods or services was not made during the **period of insurance**.

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We will pay your costs and expenses:	In addition to items listed on pages 13-14 <b>we</b> will not pay cover:
	<ul> <li>f) A claim where less than £250 is in dispute or the agreement for selling the goods or services was not made during the <b>period</b> of insurance.</li> </ul>
	<ul> <li>g) Anything to do with building, rebuilding, converting or extending all or part of your home.</li> </ul>
<ol> <li>Personal injury To pursue a legal action directly arising from your death or personal injury.</li> </ol>	<ul> <li>a) Illness or bodily injury that happens gradually.</li> </ul>
	<ul> <li>b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to <b>you</b>.</li> <li>c) Clinical negligence.</li> </ul>
	<ul> <li>d) Legal action that has arisen as a result of an accident involving a motor vehicle you were driving.</li> </ul>
4. Property protection	a) A contract <b>you</b> have entered into.
<ul> <li>a) To pursue a legal action following an event which causes or could cause physical damage to <b>your home</b>.</li> <li>b) To pursue or defend a legal action following a legal nuisance or trespass.</li> </ul>	<li>b) Any building or land except your main home.</li>
	c) Someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority.
	<ul> <li>d) Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental damage</li> </ul>
	<ul> <li>e) A claim where the amount in dispute is less than £250.</li> </ul>
	<li>f) A claim where the agreement entered into was not made during the period of insurance.</li>
	<li>g) The enforcement of a covenant by or against you.</li>
	<ul> <li>h) The insured event happening within 180 days of this insurance starting.</li> </ul>
<ol> <li>Tax protection         A comprehensive examination by HM Revenue &amp; Customs that considers all areas of <b>your</b> self assessment tax return, but not enquiries limited to one or more specific area.     </li> </ol>	a) Any claim if <b>you</b> are self-employed, or a sole trader, or in a business partnership.
	<ul> <li>b) An investigation or enquiries by HM Revenue &amp; Customs Specialist Investigations or the HM Revenue &amp; Customs Prosecution Office.</li> </ul>
<ol> <li>Motor legal defence</li> <li>To defend legal action directly arising from a motoring prosecution.</li> </ol>	Any claim where <b>you</b> were driving a motor vehicle without a valid licence and/or insurance.

## GENERAL EXCEPTIONS APPLYING TO SECTION 4.

We will not pay for:

1. Late reported claims

A claim where **you** have failed to notify the **administrator** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or the **administrator** considers the **administrator's** position has been prejudiced.

2. Costs the administrator has not agreed

Costs and expenses incurred before the administrator's written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4. Legal action the administrator has not agreed

Any legal action **you** take that the **administrator** or the **appointed representative** have not agreed to, or where **you** do anything that hinders the **administrator** or the **appointed representative**.

5. Defamation

Any claim relating to written or verbal remarks that damage your reputation.

6. A dispute with us

A dispute with us not otherwise dealt with under general condition 8 of Section 4.

7. Judicial review

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Litigant in person

Any claim where you are not represented by a law firm, barrister or tax expert.

## **GENERAL CONDITIONS APPLYING TO SECTION 4**.

#### 1. Your legal representation

- a) On receiving a claim, if legal representation is necessary, the administrator will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c) If you choose a law firm as your appointed representative who is not a preferred law firm, the administrator will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the Standard Terms of Appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
- d) The appointed representative must co-operate with the administrator at all times and must keep the administrator up to date with the progress of the claim.

#### 2. Your responsibilities

- a) You must co-operate fully with the administrator and the appointed representative.
- b) You must give the appointed representative any instructions that the administrator asks you to.

#### 3 Offers to settle a claim

- a) You must tell the administrator if anyone offers to settle a claim. You must not negotiate or agree to a settlement without the administrator's written consent.
- b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
- c) The administrator may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in your name. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.

#### 4. Assessing and recovering costs

- a) You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if the administrator asks for this.
- b) You must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay the administrator any amounts that are recovered.

### 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless the **administrator** agrees to appoint another **appointed representative**.

#### 6. Withdrawing cover

If you settle or withdraw a claim without the administrator's agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.

#### 7. Expert opinion

The administrator may require you to get, at your own expense, an opinion from an expert that the administrator considers appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by the administrator and the cost agreed in writing between you and the administrator. Subject to this, the administrator will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that the administrator has agreed to) or make a successful defence.

#### 8. Arbitration

If there is a disagreement between **you** and the **administrator** about the handling of a claim and it is not resolved through the **administrator's** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from **financial-ombudsman.org.uk**)

If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and the administrator. If there is a disagreement over the choice of arbitrator, the administrator will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.

#### **CLAIMS SETTLEMENT UNDER SECTION 4 – FAMILY LEGAL PROTECTION**

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- a) The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.
- b) The most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- c) In respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, the administrator must agree that reasonable prospects exist.
- d) For an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, the administrator must agree that reasonable prospects exist, and
- e) Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

#### What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **Standard Terms of Appointment** and these will not be paid by **us**.

#### How to make a claim

Call DAS Legal Expenses Insurance Company on 0117 934 0488.

Lines are open 24 hours a day, 7 days a week. Calls may be recorded and monitored. Call charges will vary.



# **SECTION 5.** CARAVAN AND LIABILITY TO THIRD PARTIES.

Please note that this section only applies if it is shown on **your** policy schedule.

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### PART 1 – CARAVAN.



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We will pay for loss or damage to:

- The caravan specified on your policy schedule.
- Furniture, furnishings, fixtures, fittings, household linen and utensils in or attached to the caravan.
- Clothing and personal articles that you normally wear or carry with you while in the caravan.

Occurring:

- i) Anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- ii) Elsewhere in **Europe** for up to 60 days in any one **period of insurance**.
- iii) In transit between ports in Europe.

### In addition to items listed on pages 13-14 **we** will not pay for:

- The excess shown on your policy schedule.
- Loss or damage arising while the caravan is being used for business purposes.
- Loss or damage arising while the caravan is let for hire or reward.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage caused deliberately by you or any person having use of the caravan.
- Theft or attempted theft occurring if the caravan has been left unhitched from a towing vehicle for a period exceeding eight hours, unless it has been secured by a hitchlock, wheel clamp or another form of protection as agreed by us.
- Loss or damage to equipment, clothing and personal articles by theft or accidental loss occurring when the caravan is left unattended with open or unlocked doors or windows.



We will pay for loss or damage to:



In addition to items listed on pages 13-14 **we** will not pay for:

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If the caravan is on a fixed site and has not been lived in for more than one day in the last 30 consecutive days at the time of loss or damage, **we** will not pay for:

- Loss or damage caused by:
  - i) Malicious acts or vandalism.
  - ii) Theft or attempted theft.
  - iii) Escape of water from or frost damage to any plumbed in domestic water or heating installation.
- Accidental breakage of fixed glazing and sanitaryware forming part of the caravan.



We also provide cover for:

- If the caravan is damaged by a cause insured under this section, we will also pay the cost of:
  - i) Its protection and removal to the nearest repairers.
  - ii) Its delivery after repair to your home.
  - iii) Any Customs Duty you have to pay on the caravan as a result of it being temporarily imported into any country in Europe.
  - iv) Alternative accommodation incurred while **your** caravan is being repaired up to a maximum of 30 days.

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In addition to items listed on pages 13-14 **we** will not pay for:

- iv) a) The cost of alternative accommodation if your caravan is being used for business purposes at the time of the loss or damage.
  - b) Loss of hiring charges.

#### 48 RAINBOW HOME INSURANCE – CARAVAN COVER

#### **CLAIMS SETTLEMENT UNDER PART 1**

- 1. We will at our option pay, either:
  - i) the cost to us of repairing the caravan; or
  - ii) if the cost of repair exceeds the market value:
    - a) the market value if the caravan is more than 12 months old; or
    - b) the cost to us of replacement as new if the caravan is less than 12 months old.
- 2. For any item of furniture, furnishings, fixtures, fittings, household linen and utensils or clothing or personal articles in the caravan, **we** will, at **our** option:
  - i) replace it as new;
  - ii) pay the cost to **us** of replacing as new;
  - iii) repair; or
  - iv) pay the cost to **us** of repair.

Also see section 'How to make a claim' on page 38.

#### 3. The maximum amount we will pay in respect of any one claim is:

<ul> <li>Caravan and its furniture, furnishings, fixtures, fittings, household linen and utensils.</li> </ul>	The sum insured recorded on <b>your</b> policy schedule.
ii) Clothing and personal articles.	£200
iii) Protection and removal to the nearest repairers, delivery after repair to <b>your home</b> and any Customs Duty <b>you</b> have to pay on the caravan as a result of it being temporarily imported into any country in <b>Europe</b> .	£250
iv) Alternative accommodation.	£20 per day up to a maximum of £600.

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### PART 2 - LIABILITY TO THIRD PARTIES.



We will cover you against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness);
- Loss of or damage to material property;

occurring during the **period of insurance** arising from the ownership or use of the caravan:

- i) In Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- ii) Elsewhere in **Europe** for the purpose of a visit not exceeding 60 days in any one **period of insurance**.
- iii) In transit between ports in Europe.

In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
- Loss of or damage to material property belonging to you or under your charge or control.
- An accident occurring while the caravan is being towed.
- A contractual obligation.
- An accident occurring while the caravan is being used for business purposes.
- An accident occurring while the caravan is being let for hire or reward.

### **CLAIMS SETTLEMENT UNDER PART 2**

The maximum amount  ${\bf we}$  will pay is £2,000,000 for any one claim or number of claims arising out of any one incident.

We will also pay all legal costs and expenses that you have to pay, provided they are incurred with our written consent.

We will provide cover under this section to any person using the caravan with your permission, provided they are not covered under any other policy.

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.

# **ENDORSEMENTS.**

The following endorsements apply only if they are shown on **your** policy schedule under the heading Endorsements Applicable. For more information take a look at the insurance contract section near the beginning of this booklet.

#### **BD01 UNOCCUPANCY CONDITIONS**

- 1. The exclusion of loss or damage occurring when **your home** is **unoccupied** for more than 60 days in a row applying to paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 of this **policy** is deleted.
- 2. We shall not be responsible for the first £400 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 of this **policy** in addition to any other amount for which **you** are responsible. There is no cover under these paragraphs unless:
  - i) your home is inspected both inside and outside at least every 14 days by you or by a responsible person acting on your behalf; and
  - ii) whenever your home is left unattended:
    - a) the water supply is turned off at the stopcock and all equipment, tanks and pipes containing water are drained; and
    - b) all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation, and
    - c) all keys are removed from locks and taken away from **your home** or placed out of sight.

#### **CT01 PROPERTY LET**

1. In respect of the insurance under part 1 of section 2 of this **policy** the definition of **contents** is replaced as follows:

#### CONTENTS

Household goods, furniture, furnishings, fixtures and fittings belonging to **you** or for which **you** are legally responsible in the **home** 

#### but excluding:

- Any part of the buildings.
- Property insured under any other policy.
- Property belonging to or the responsibility of any tenant.

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2. Paragraph 6 of part 1 of section 2 of this **policy** is replaced as follows:



The **contents** are insured against loss or damage caused by:

6. Theft or attempted theft.

## **X** 1

In addition to items listed on pages 13-14 **we** will not pay for:

- Any loss or damage unless force and violence is used to gain entry to **your home**.
- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.

- 3. There is no insurance under:
  - i) paragraphs A to P of part 1; or
  - ii) part 2
  - of section 2 of this policy.

#### **CT02 PAYING GUESTS ALLOWED**

Part 2 of section 2 of this **policy** is replaced as follows:

## PART 2 – OCCUPIERS' LIABILITY TO THIRD PARTIES.

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We will cover you against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness);
- loss of or damage to material property;

caused by an accident occurring during the **period of insurance** incurred by **you**:

- i) As occupier of:
  - a) The home, provided that if the home is let to lodgers or paying guests, the number of lodgers or paying guests at any one time does not exceed six.
  - b) Land belonging to your home.
  - c) Any residential premises temporarily occupied for private purposes for no more than 30 days in any one period of insurance.
- ii) As an employer of employees involved in domestic duties at your home.
- iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

- The transmission of any contagious disease by **you**.
- Death of or bodily injury (including disease and illness) to **you**.
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if insured by any other policy.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by you or on your behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.

#### **RAINBOW HOME INSURANCE –** ENDORSEMENTS

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We will cover you against liability at law for damages payable in respect of:

In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

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- Death of or bodily injury to any employee arising out of:
  - i) being carried in or upon a vehicle; or
  - ii) entering or getting on to or leaving a vehicle;

in circumstances where any road traffic legislation requires insurance or security.

- Your willful act, including but not limited to any assault or alleged assault
- Your business or profession, but this does not apply to the letting of any part of your home to lodgers or paying guests or for private residential purposes.
- The ownership of any land or building including the **home**.
- A contractual obligation.
- The ownership, use or possession of:
  - i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to **your home**, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).

(continues)

#### (continued)



We will cover **you** against liability at law for damages payable in respect of:



In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

- ii) Aircraft, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).
- iii) Any trailer, horse box or caravan (other than occupiers' liability arising from a static caravan rented and temporarily lived in by you).
- The use of firearms, other than sporting guns used for sporting purposes.
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to you or under your charge.

### CLAIMS SETTLEMENT UNDER PART 2 - OCCUPIERS' LIABILITY TO THIRD PARTIES

#### Occupiers' and private individuals' liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that you have to pay, provided they are incurred with our written consent.

#### **Employers' liability**

If the incident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and the injury arises out of and in the course of such service or apprenticeship:

 The maximum amount we will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants' costs and expenses and all other costs and expenses incurred with our written consent.

If **you** die, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

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#### **CT03 FORCIBLE AND VIOLENT THEFT ONLY**

Paragraph 6 of part 1 of section 2 of this **policy** is replaced as follows:



The **contents** are insured against loss or damage caused by:

6. Theft or attempted theft.

In addition to items listed on pages 13-14 **we** will not pay for:

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- Any loss or damage unless force and violence is used to gain entry to your home.
- Loss or damage when your home is unoccupied for more than 60 days in a row.
- Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.

#### **CT04 UNOCCUPANCY CONDITIONS**

- 1. The exclusion of loss or damage occurring when **your home** is **unoccupied** for more than 60 days in a row applying to paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy** is deleted.
- We will not be responsible for the first £400 of each and every incident of loss or damage under paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this policy in addition to any other amount for which you are responsible. There is no cover under these paragraphs unless:
  - i) your home is inspected both inside and outside at least every 14 days by you or by a responsible person acting on your behalf; and
  - ii) whenever your home is left unattended:
    - a) the water supply is turned off at the stopcock and all equipment, tanks and pipes containing water are drained, and
    - b) all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation, and
    - c) all keys are removed from locks and taken away from **your home** or placed out of sight.

#### **CV01 CARAVAN HIRED OUT**

- We will not be responsible for the first £250 of each and every incident of loss or damage under part 1 of section 5 of this **policy** in addition to any other amount for which **you** are responsible.
- 2. The exclusion of loss or damage arising while the caravan is let for hire or reward under part 1 of section 5 of this **policy** is deleted.
- 3. The exclusion of liability arising from an accident occurring while the caravan is being let for hire or reward is deleted.

#### **CV02 MORE THAN ONE CARAVAN INSURED**

The limitations and exclusions in section 5 of this **policy** apply separately to each caravan (including furniture, furnishings, fixtures, fittings, household linen and utensils and clothing and personal articles) in the same manner as if each had been insured by a separate policy.

#### **PP05 SERVICE PERSONNEL**

The insurance by section 3 of this **policy** is subject to the following additional exception.

We will not pay for:

• Loss or damage arising directly out of and in the course of **your** occupation as a member of Her Majesty's Forces.

#### PY01 MINIMUM STANDARDS OF SECURITY

Unless **we** agree otherwise in writing, there is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

- a) All easy to reach windows or openings someone could get in through are fitted with key operated locks. This includes all windows, skylights and other openings that are accessible from ground level or without the use of a ladder, such as from a balcony, porch, single storey extension or next to a drainpipe.
- b) The last door you use when leaving your home is secured by either:
  - a lock certified to British Standard BS3621. (A lock certified to British Standard BS8621 is acceptable for flats or maisonettes above ground level to meet fire safety recommendations); or
  - a multi point locking system with a minimum of three locking points.

- c) External sliding doors are secured by anti lift devices and either:
  - a hook lock certified to British Standard BS3621;
  - a multi point locking system with a minimum of three locking points; or
  - any lock plus two internal key operated patio door locks or key locking bolts at the top and bottom.
- d) External double doors are secured as follows:

The first closing door is secured both at the top and bottom with either:

- · key operated security bolts that operate vertically into the door frame; or
- flush bolts mounted on the door edge and concealed when doors are closed.

The second closing door is secured with either:

- a lock certified to British Standard BS3621;
- · a multi point locking system with a minimum of three locking points; or
- any lock plus key operated security bolts that operate vertically into the door frame at the top and bottom.
- e) All other external doors, including doors accessing the private dwelling from a garage, need to be secured either:
  - as stated in (b) above; or
  - by any lock plus internal key operated security bolts at the top and bottom.
- f) Garages and outbuildings are fitted with a key operated lock or locking system.
- g) Immediately before going to bed:
  - all external doors and windows are closed, and
  - all the window and door locks and bolts fitted to **your home** are put effectively into operation

other than in occupied bedrooms.

- h) Whenever your home is left unattended:
  - all doors and windows are closed and all the security devices (including locks and alarms) fitted to your home are put effectively into operation, and
  - all keys are removed from locks and taken away from your home or placed out of sight.

#### **PY02 SECURITY**

There is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

- 1. Immediately before going to bed:
  - all external doors and windows are closed, and
  - all the window and door locks and bolts fitted to **your home** are put effectively into operation

other than in occupied bedrooms.

- 2. Whenever your home is left unattended:
  - all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation; and
  - all keys are removed from locks and taken away from your home or placed out of sight.

#### **PY03 INTRUDER ALARM**

There is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless the following requirements are met by **you** or by a responsible person acting on **your** behalf.

- The intruder alarm installed at your home must be kept in proper working order under a continuing maintenance contract with an alarm company approved by the National Security Inspectorate (NSI) or Security Systems and Alarms Inspection Board (SSAIB) or such other company as agreed by us.
- 2. Your intruder alarm (or such parts of your intruder alarm as may be agreed by us) must be set before you or your domestic employees retire for the night.
- 3. Your intruder alarm must be set whenever your home is left without a responsible person in attendance.
- 4. Your home must not be left without a responsible person in attendance unless, as far as you or your representatives are aware, the intruder alarm, including all telecommunication lines used to transmit any signal or call, is fully operational and working.
- 5. Your intruder alarm must not be altered or replaced without our prior agreement.
- 6. You must tell us immediately if the police give formal notice to you of withdrawing response to signals or calls made by your intruder alarm.

#### **PY09 UNOCCUPANCY CONDITIONS**

- 1. The exclusion of loss or damage occurring when **your home** is **unoccupied** for more than 60 days in a row applying to paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 and paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy** is deleted.
- We shall not be responsible for the first £400 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 and paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy**, in addition to any other amount for which **you** are responsible. There is no cover under these paragraphs unless:
  - i) your home is inspected both inside and outside at least every 14 days by you or by a responsible person acting on your behalf; and
  - ii) whenever your home is left unattended:
    - a) the water supply is turned off at the stopcock and all equipment, tanks and pipes containing water are drained, and
    - b) all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation, and
    - c) all keys are removed from locks and taken away from **your home** or placed out of sight.

#### **PY11 JEWELLERY PROTECTION (3)**

The maximum amount that **we** will pay in respect of one claim under this **policy** for a single article of jewellery or watch is £10,000 and for jewellery and watches in total is £20,000, unless the article(s) is/are:

- i) being worn; or
- ii) in a room occupied by the policyholder; or
- iii) in a securely fixed locked safe; or
- iv) deposited in a bank or safe deposit.

Subject otherwise to the limits, terms, exceptions and conditions of this policy.

#### PY12 DELAYED INSTALLATION OF SECURITY

- It is a requirement of this **policy** that **your home** is secured in accordance with **our** minimum standards of security. If **you** do not comply with this requirement within 30 days of receipt of this endorsement by **you**, there will be no cover under sections 2 and 3 for loss or damage by theft or attempted theft from **your home**.
- 2. Endorsement PY01 (Minimum standards of security) does not apply until:
  - i) 30 days after receipt of endorsement by you; or
  - such time as your home is secured in accordance with our minimum standards of security;

whichever is earlier.

#### **PY13 PROOF OF VALUE**

It is a requirement of this **policy** that **you** provide **us** with proof of value and ownership acceptable to **us** for any item specified on **your** policy schedule that would cost more than £10,000 to replace. If **you** do not comply with this requirement within 30 days of the start date of cover, there will be no insurance under this **policy** for the item(s).

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# CUSTOMER HELPLINES.

As part of your policy, you can call our helplines for assistance.

#### LEGAL ADVICE SERVICE

#### 0117 934 0488 Calls may be recorded and monitored. Call charges will vary.

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am–5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

#### **TAX ADVICE SERVICE**

#### 0117 934 0488 Calls may be recorded and monitored. Call charges will vary.

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisers 9am–5pm, Monday to Friday, excluding public and bank holidays.

If you call outside these times, a message will be taken and a return call arranged within the operating hours.

#### **HOME EMERGENCY**

If you have chosen section 1 buildings, property owner's liability and home emergency cover, then you may be covered for certain home emergency costs.

#### 0800 072 4680 (24 hour) Calls may be recorded and monitored.

#### DOMESTIC EMERGENCY

If you have not chosen section 1 buildings, property owner's liability and home emergency cover, you can phone the domestic emergency helpline on:

#### 0800 408 9103 (24 hour) Calls may be recorded and monitored.

We will locate the nearest suitable tradesman and advise costs.

You will be responsible for the tradesman's fees, but if the damage is covered by your policy you may submit a claim in the usual way.

# OUR COMPLAINTS PROCEDURE.

We always aim to treat you with fairness, courtesy and respect for your insurance needs, and keep you informed. This commitment extends to dealing with any complaints you might have in a straightforward, helpful way, as quickly as possible.



Please contact us quoting your policy or claim number. You should address your complaint to the address or telephone number shown on your policy schedule or last renewal notice.

**IF YOU HAVE A COMPLAINT IN RELATION TO HOME EMERGENCY COVER:** Please contact AXA Assistance (UK) Limited quoting your policy or claim number.



**01737 815 913** (lines are open Mon–Fri 9am–5pm) Calls may be recorded and monitored. Call charges will vary.

Customer Relations, Home Emergency Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey RH1 1PR

#### IF YOU HAVE A COMPLAINT IN RELATION TO FAMILY LEGAL PROTECTION:

Please contact DAS quoting your policy or claim number.

0370 050 1575 Calls may be recorded and monitored. Call charges will vary.

Customer Relations Department, DAS Legal Expenses, Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

#### IF YOU REMAIN DISSATISFIED, YOU CAN COMPLAIN TO:



Financial Ombudsman Service, Exchange Tower, London E14 9SR

0800 023 4567

0300 123 9 123

complaint.info@financial-ombudsman.org.uk financial-ombudsman.org.uk

Making a complaint will not affect your legal rights. For further information about your legal rights, please contact your local authority Trading Standards department or Citizens Advice Bureau.

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#### **RAINBOW HOUSE INSURANCE – NOTES**

### USEFUL PHONE NUMBERS.

### **GENERAL HOME INSURANCE ENQUIRIES**

Please call us on the phone number shown on your policy schedule or contact your insurance intermediary.

### HELPLINES

Legal helpline 0117 934 0488 (24 hour)

Domestic emergency helpline 0800 408 9103 (24 hour)

### **MAKING A CLAIM**

Home insurance Please call us on the phone number shown on your policy schedule or contact your insurance intermediary.

Home emergency cover (provided you have selected buildings insurance)

0800 072 4680 (24 hour)

Family legal protection (if selected) 0117 934 0488 (24 hour)

Calls may be recorded and monitored. Call charges will vary.



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