

# THE COVER STORY.

## MINI HOME INSURANCE POLICY HANDBOOK.



# MINI HOME INSURANCE.

## CONTACT US.

**CUSTOMER SERVICES** (for general enquiries)  
0344 854 1790

**LINES OPEN**  
8am - 8pm Monday to Friday and 9am - 5pm Saturday

**EMAIL**  
[service@mini-homeinsurance.co.uk](mailto:service@mini-homeinsurance.co.uk)

**WRITE**  
MINI Home Insurance  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

## NEED TO MAKE A CLAIM?

0344 893 8561

**24 HOUR HOME EMERGENCY  
ASSISTANCE**  
020 8603 9776



**LEGAL ADVICE HELPLINE**  
0344 854 1783



For more useful information on what to do if you have a claim see 'How to make a claim' section.

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# MINI HOME INSURANCE POLICY SUMMARY.



This is a Policy Summary only and does not contain the full terms and conditions of the contract. It does not form part of the contract between you and us. Full terms can be found in the Policy Wording, which is contained within this document.

## WHO PROVIDES THE COVER?

Allianz Insurance plc provides the cover for the Buildings, Contents and Personal Possessions sections of the policy. MINI Home Insurance is a product of Allianz Insurance plc.

If you choose the optional 24 Hour Home Emergency Assistance cover, this is provided by AGA International SA. Allianz Global Assistance (A trading name of Mondial Assistance (UK) Limited) is the underwriter's UK administrator.

If you choose the optional Home Legal Expenses cover, this is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc.

## HOW LONG DOES THE COVER LAST?

The policy will last for 12 months.

## WHAT TYPE OF COVER IS PROVIDED?

The policy is a home insurance contract for private individuals. The policy provides you with cover for major events such as flood, fire and theft. It is a policy that is flexible and that you can tailor to your needs. You should make sure that you carefully choose the options that meet your requirements.

The different types of cover available are home Buildings, home Contents and Personal Possessions:

- you can buy Buildings and Contents separately or together. Please note, you can only buy Personal Possessions if you take out Contents cover;
- you can choose to include Home Legal Expenses cover and/or 24 Hour Home Emergency Assistance.

It is important that the amount of cover you buy is enough to cover the cost of reinstating your home and/or belongings in case you ever need to make a claim.

Subject to acceptance criteria you can take out a policy as long as you live in the UK permanently.

Properties in certain postcodes or applicants with certain occupations, previous claims or criminal convictions may not qualify in all circumstances.

The key information about each section of cover available is set out under the respective headings. This includes the most significant or unusual exclusions and limitations to the cover and where to find them in the full Policy Wording.

There may be other exclusions or limitations that are significant to you so it is important that you read the full Policy Wording.

## WHAT HAPPENS IF I TAKE OUT COVER AND THEN CHANGE MY MIND?

The policy provides you with a 14-day reflection period to decide whether you wish to continue for the full policy year. You may also remove any of your options within 14 days of the date you receive your policy or the date that you received the amended policy. If you cancel the policy within 14 days of receiving your documents, we will refund the amount you have paid for the unused period of cover subject to a minimum charge of £25 plus insurance premium tax. This includes £15 to cover our operational costs.

If you remove an option you will receive a full refund for that option.

You will not receive a refund if an incident has occurred which may give rise to a total loss claim.

If you cancel the 24 Hour Home Emergency Assistance and have used this service, Allianz Global Assistance can recover all costs incurred for the services provided.

## CANCELLATION AFTER THE 14-DAY REFLECTION PERIOD.

If you cancel the policy after the reflection period we will refund the amount you have paid for the unused period of cover less a charge of £40 plus insurance premium tax. If you cancel the core cover under your policy, all other options will be cancelled from the same date.

If you cancel an option after the reflection period we will refund the amount you have paid for the unused period of cover, we will not charge a fee for this.

Where an incident has occurred which may give rise to a claim, the full annual premium may be payable to us.

No refund is available for 24 Hour Home Emergency Assistance outside of the reflection period.

For further details please refer to the General conditions section of the Policy Wording.

If you cancel at any time and you have added Home Legal Expenses cover and/or 24 Hour Home Emergency Assistance, these covers or access to the services will also be cancelled.

# MINI HOME INSURANCE

## POLICY SUMMARY.

CONTINUED



### HOW DO I MAKE A CLAIM?

**For Buildings, Contents or Personal Possessions claims:**

Call 0344 893 8561

**For 24 Hour Home Emergency Assistance:**

Call 020 8603 9776

**For Legal Advice:**

Call Legal Advice Helpline on 0344 854 1783

**For Personal injury, Clinical negligence disputes, Consumer contract, Employment tribunal disputes and Mediation under Home Legal Expenses:**

Call 0344 854 1783

### HOW DO I MAKE A COMPLAINT?

If your complaint is about the Buildings, Contents, Personal Possessions or Home Legal Expenses sections of the policy please contact -

Customer Satisfaction Manager  
MINI Home Insurance  
2530 The Quadrant  
Aztec West  
Bristol  
BS32 4AW

Or call 0344 854 1790  
Email: [customersatisfaction@mini-homeinsurance.co.uk](mailto:customersatisfaction@mini-homeinsurance.co.uk)

If your complaint is about the optional 24 Hour Home Emergency Assistance section of the policy please contact

Customer Support  
Allianz Global Assistance  
102 George Street  
Croydon  
CR9 6HD

Telephone: 020 8603 9853  
Email: [customersupport@allianz-assistance.co.uk](mailto:customersupport@allianz-assistance.co.uk)

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure can be found in the Policy Wording.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

### WOULD I RECEIVE COMPENSATION IF ALLIANZ OR ALLIANZ GLOBAL ASSISTANCE WAS UNABLE TO MEET ITS LIABILITIES?

In the event that Allianz Insurance plc or Allianz Global Assistance are unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. Further details are in your Policy Wording section of this document.

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# MINI HOME INSURANCE

## POLICY SUMMARY.



CONTINUED

Your policy is designed to be flexible and can be tailored to meet your needs. We have included here some of the more significant or unusual exclusions and limitations on all of the policy sections you can select. There may be other exclusions or limitations that apply so it is important that you read the full Policy Wording. When selecting each cover option you must make sure it meets your needs and you should review your policy cover regularly to make sure it is still relevant and adequate. If you have already taken out a policy with us your Policy Schedule and your Policy Wording will show you the extent of cover provided.

SECTION	SIGNIFICANT OR UNUSUAL EXCLUSIONS AND LIMITATIONS
<b>Buildings:</b> The policy covers the structure of your home (including garages and outbuildings) against unexpected loss or damage, for example, by storm, fire or someone breaking in.	You will have to pay the first £50 of any claim under this section, increasing to £250 in respect of escape of water claims, plus any voluntary excess. For subsidence claims a £1,000 excess applies. Varying levels of Accidental Damage cover are available. If you require this cover it is important you choose the level of cover that meets your needs. Where Accidental Damage is selected, we will not cover you for damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials. In addition we will not cover you for de-lamination (separation of layers) of pitch fibre pipes.
<b>Contents:</b> The policy covers your household goods and personal belongings while they are within your home (this includes outbuildings) against unexpected loss or damage, for example, by fire or theft.	You will have to pay the first £50 of any claim under this section except for escape of water which is subject to a £250 excess, plus any voluntary excess. The most we will pay for Valuables items is 30% of the Contents Sum insured, or for a single item or collection 15% of the Contents Sum insured (unless otherwise specified on your schedule) Varying levels of accidental damage cover are available. If you require this cover it is important you choose the level of cover that meets your needs. Cover for students' contents, freezer & shopping and garden cover are only available if you have taken out the option for this.
<b>Personal Possessions:</b> This section is only available with Contents cover. It will cover the personal belongings you have with you when you are not at home. This cover applies anywhere in the British Isles and Europe for the duration of the policy and in the rest of the world for 60 days a year.	You will have to pay the first £50 of any claim under this section plus any voluntary excess. In the event of a Personal Possessions claim over £2,500 for any one item, you will be required to produce evidence to substantiate the value of that item such as a purchase receipt.
<b>Legal Advice Helpline:</b>	You can ring our Legal Advice Helpline to get advice on any personal legal problem. The service is open 24 hours a day 365 days a year. We may record calls for your and our mutual protection, and our training purposes. Advice is only available over the telephone and will always be in accordance with the laws of the United Kingdom.

# MINI HOME INSURANCE POLICY SUMMARY.

CONTINUED



SECTION	SIGNIFICANT OR UNUSUAL EXCLUSIONS AND LIMITATIONS
<b>24 Hour Home Emergency Assistance:</b>  The policy is designed to insure your home against certain sudden and unforeseen domestic situations which, if not dealt with quickly, would lead to further damage being caused, your home being made unsafe, insecure or uninhabitable.	<p>We will pay up to £500 (incl. VAT) for labour costs, materials and parts (including call out charges) for any one claim or series of claims arising from one occurrence.</p> <p>We will also pay for one night's basic accommodation for all usual inhabitants if your home is uninhabitable.</p> <p>We will provide assistance for emergencies occurring in your home during the period of insurance and caused by one of the following:</p> <ul style="list-style-type: none"><li>• complete failure of the electricity supply;</li><li>• complete failure of main heating and/or hot water system of your home;</li><li>• failure of or damage to plumbing and drainage;</li><li>• failure of or damage to gutters and downpipes;</li><li>• failure or damage to external locks, doors or windows;</li><li>• damage to roofs caused by fallen trees or adverse weather conditions;</li><li>• removal of vermin or wasps nests from your home.</li></ul> <p>No cover will apply under the following scenarios:</p> <ul style="list-style-type: none"><li>• claims arising within 30 days of the policy start date unless this is a renewal of your 24 Hour Home Emergency Assistance insurance;</li><li>• costs not pre-authorised by 24 Hour Home Emergency;</li><li>• claims arising from routine maintenance of equipment, supplies or services in your home;</li><li>• accidental damage to glass or replacement glass;</li><li>• claims if in our opinion your home or services have not been maintained in a safe or serviceable condition;</li><li>• claims arising from the interruption or the disconnection of public services to your home, or from the main electricity, water or gas supply system not working properly or breaking down or gas leaks;</li><li>• where your home is left unoccupied for more than 30 consecutive days;</li><li>• cover for failure or breakdown of boilers which are over 12 years old.</li></ul>

CONTINUED OVERLEAF

# MINI HOME INSURANCE POLICY SUMMARY.

CONTINUED



SECTION	SIGNIFICANT OR UNUSUAL EXCLUSIONS AND LIMITATIONS
<p><b>Home Legal Expenses:</b> This section will cover your legal costs if you or any members of your family who permanently live at your home address have a legal dispute relating to personal injury, clinical negligence, consumer contracts, employment tribunal disputes or mediation involving your home (we will pay the cost of the mediation rather than the legal costs).</p>	<p>Personal injury. This cover does not include any claim:</p> <ul style="list-style-type: none"><li>• which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by your death or bodily injury); or</li><li>• whilst you are driving a motor vehicle.</li></ul> <p>Clinical negligence disputes. The medical treatment, care or failure to provide treatment or care, must have taken place in the period of insurance and within the Great Britain, Northern Ireland, Channel Islands or the Isle of Man.</p> <p>We will not cover any claim to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by your death or bodily injury.)</p> <p>Consumer contract. This cover does not include any claim arising:</p> <ul style="list-style-type: none"><li>• from a dispute that starts within three months of the date you first take out this section, unless the dispute is for goods or services you bought after the start of this section;</li><li>• where the amount in dispute is less than £100;</li><li>• from motor vehicles or their parts and accessories;</li><li>• from pensions, savings, investments, loans, mortgages or other borrowing;</li><li>• from a dispute with any local authority, public authority or any government department;</li><li>• from building, converting or extending your home;</li><li>• from any contract to do with your business activities;</li><li>• from any dispute arising out of the occupation of Your home, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.</li></ul> <p>Employment tribunal disputes. This cover does not include any claim where:</p> <ul style="list-style-type: none"><li>• the legal action is not dealt with by an employment tribunal except where we agree to you making or defending an appeal;</li><li>• the dispute starts in the first period of insurance if the dispute arises from a verbal or written warning you were given in the six months leading up to the date you first take out this section;</li><li>• the dispute arises out of subcontracting or a contract for services if you are self-employed;</li><li>• the dispute is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if your dispute with your employer is to do with discrimination against you.)</li></ul>

# MINI HOME INSURANCE POLICY SUMMARY.

CONTINUED



SECTION	SIGNIFICANT OR UNUSUAL EXCLUSIONS AND LIMITATIONS
	<p><b>Mediation.</b></p> <ul style="list-style-type: none"><li>• The dispute must be to do with your property that is covered under this section.</li><li>• This cover does not include disputes with any local authority, public authority or any government department.</li></ul> <p>The most we will pay for each claim is £50,000, apart from Mediation claims where the most we will pay is £2,000.</p> <p>You will have to pay the first £250 of every claim for Personal injury, Clinical negligence disputes, Consumer contract or Employment tribunal disputes where we agree to appoint the legal representative that you choose.</p> <p>At all times during your legal action it must be more likely than not that:</p> <ul style="list-style-type: none"><li>• a court would decide the outcome of your action in your favour; or</li><li>• a court would award you a more favourable settlement of your legal action than has already been offered by your opponent;</li></ul> <p>and</p> <ul style="list-style-type: none"><li>• if you are seeking damages from your opponent, you will recover them.</li></ul> <p>If we believe that you are not likely to achieve the above, we will end your claim.</p> <p>We will not cover any costs:</p> <ul style="list-style-type: none"><li>• you incur before we have accepted your claim in writing; or</li><li>• that we have not agreed to in writing.</li></ul> <p>You must make your claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred.</p> <p>At all times during your legal action or mediation you must follow the advice of, and co-operate fully with your solicitor or mediator and us.</p> <p>You must not withdraw your claim from your solicitor or mediator without the written agreement of us and your solicitor or mediator.</p> <p>At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative we choose cannot act for you because of his or her professional rules.</p>

# GENERAL EXCLUSIONS.

## APPLYING TO ALL SECTIONS OF THIS POLICY.

These apply to the whole policy in addition to the exclusions listed under what is not covered under the relevant sections.

The policy does not cover the following.

### 1. Geographical limits.

Damage, injury or liability arising out of any event outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, unless otherwise stated.

### 2. War.

Damage, liability, death, injury, disability, or any loss caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3. Radioactive contamination.

Damage to any property, any legal liability or any loss directly or indirectly caused by:

- a ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

### 4. Sonic bangs.

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

### 5. Pollution or contamination.

Damage caused by or resulting from pollution or contamination, other than damage caused by:

- a pollution or contamination which results from damage by a cause which is insured by this policy; or
- b damage by a cause which is insured by this policy which results from pollution or contamination.

### 6. Market value.

Any loss of market value after an item is repaired or replaced (Market value is the cost of replacing the item at the time loss or damage taking into account its age and condition).

### 7. Date recognition and computer viruses.

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to you or not, failing at any time due to:

- the failure to correctly recognize, accept, respond to, retrieve, retain or process any data representing date, time or part of a date; or
- computer viruses.

Electronic equipment includes:

- a any computer equipment, system or software;
- b any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

### 8. Terrorism.

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

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

### 9. Agreements and contracts.

Loss, damage or liability arising out of or as a result of any agreement or contract you have entered into.

### 10. Pre-existing damage.

Loss, damage, injury or liability as a result of an event which happened before the cover under this policy started.

### 11. Gradual damage.

Loss or damage caused by anything that happens gradually.

### 12. Confiscation.

Loss or damage caused by officials or authorities confiscating or holding your property.

### 13. Wilful acts.

Loss or damage caused by your wilful act.

# GENERAL CONDITIONS.

## THE FOLLOWING CONDITIONS APPLY TO THE WHOLE POLICY.

### 1. Premium.

You must pay the premium or any agreed instalment when we ask.

If the premium for this policy is paid by instalments and in the event you fail to pay one or more instalments, whether in full or in part, we may cancel the policy by giving you 14 days notice in writing sent to your last known address.

### 2. Taking care of your home.

You must keep any property you insure in a good state of repair and take care to prevent accidents, injury, loss and damage.

### 3. Claims.

If you need to make a claim, you must do the following:

- tell us at your first opportunity about the event and give us any information relevant to the claim we may need;
- tell the police about any damage caused by theft or attempted theft or if any property is lost outside your home;
- allow us to enter, take or keep possession of any property where the damage has happened. We can also deal with any insured property in any way we think is appropriate. However, you must not abandon any property and leave it to us;
- carry out and allow us to take any action we need to prevent more damage;
- tell us as soon as at your first opportunity, about any prosecution, inquest or enquiry connected with any injury or damage;
- not pay or offer or agree to pay any money or admit responsibility without our permission;
- allow us, in your name, to take over and control all negotiations and proceedings which may arise for any claim;
- allow us to take any legal action required to enforce your rights against any other person. We will pay any costs or expenses involved. We will not pay any claims under this insurance unless you have kept to this condition. If we have already paid you for a claim, you must repay us.

### 4. Repairing or replacing property.

If we are going to repair or replace any property, you must give us any relevant plans, documents, books and information we ask for. We will always try to repair or replace the property as it was. If we cannot we will repair or replace the item with the nearest equivalent item, but this may not be the same brand. The most we will pay for any one item is the Sum insured as shown in your policy schedule.

### 5. Other insurances.

If at the time of any claim you have other insurance covering the claim, we will only pay our share of the claim.

### 6. Reflection Period (applicable to new policies and renewals).

You may cancel this policy within 14 days of the date you receive it. You can do this by contacting us at the address shown at the front of this policy. If you cancel the policy, you are entitled to a refund of the premium that you have paid for this policy. We will only charge a pro-rata premium plus £15 to cover our operational costs which is subject to a minimum amount payable of £25 plus insurance premium tax at the prevailing rate, except where an incident has occurred that has reached the Sum insured under the buildings or contents section, in which case the full annual premium will be payable to us.

You may also remove any of your options within 14 days of the date you receive your policy or the date that you receive the amended policy.

If you remove an option you will receive a full refund for that option unless an incident has occurred which may give rise to a total loss claim in which case the full annual premium may be payable to us.

Separate arrangements apply to the 24 Hour Home Emergency Assistance cover option - please see the relevant section of your policy if you have chosen this option.

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# GENERAL CONDITIONS.

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## 7. Cancellation (outside the Reflection Period).

We may cancel this policy by giving you 7 days' notice in writing to your last known address.

We may cancel your policy where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this policy. Where you are required in accordance with the terms of your policy to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests.
- Where there is a failure by you to exercise the duty of care regarding your property as required by General Condition 2 Taking care of your home.
- suspected fraud or misrepresentation. Please see General Condition 8 Fraud.
- changes to your policy details or circumstances that we do not cover under our policy.
- use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

You may cancel this policy at any time by writing, telephoning or e-mailing us. Details are shown under Contact Us at the beginning of your policy.

If you cancel the policy we will provide a pro-rata refund based on the annual premium payable less a £40 charge plus insurance premium tax, as long as you have not claimed during the Period of insurance. Where an incident has occurred which may give rise to a claim, the full annual premium may be payable to us.

If the amount due when you cancel the policy is more than the amount you have paid, you must pay the difference.

If you cancel the core cover under your policy, all other options will be cancelled from the same date.

### Cancelling your options.

We may cancel any of your options by giving you 7 days' notice in writing to your last known address. We will return the premium for the part of the policy that you have not yet used, unless you have made a claim during the Period of insurance.

You may cancel any of your options at any time, without cancelling the whole policy, by writing, telephoning or e-mailing us. Details are shown under Contact Us at the beginning of your policy.

Any refund will be calculated from the date we receive your instructions.

We will not charge you an administration fee.

If you cancel an option and you have paid the full annual premium, we will return the premium for the part of the policy that you have not yet used as long as:

- you took the option out at the start of your policy or at renewal; and
- you have not made a claim under the option during the Period of insurance.

If you or we cancel an option and you pay by monthly direct debit, your debits will be adjusted for the remaining Period of insurance unless you have made a claim.

Separate arrangements apply to the 24 Hour Home Emergency Assistance cover option - please see the relevant section of your policy if you have chosen this option.

## 8. Fraud.

If you, or anyone acting on your behalf, makes a claim which is at all false or fraudulent, or supports a claim with any false or fraudulent statement or documents including inflating or exaggerating a claim, you will lose all benefit and premiums you have paid for this policy. We may also recover any sums that we have already paid under the policy.

If you fraudulently provided us with false information, statements or documents we will record this on anti-fraud databases and may also notify other organisations. Please see the Data Protection notices at the beginning of this policy.

## 9. Arbitration.

If we accept your claim but you do not agree with the amount we will pay you, we will refer the matter to an arbitrator chosen by you and us. You cannot take any action against us until you and we have received the arbitrator's final decision.

## 10. Rights of Parties.

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

## 11. Automatic renewal.

The automatic renewal process only applies if the premium is paid by the Allianz Premium Instalment Plan. When your policy is due for renewal, we will renew it for you automatically. This saves you the worry of remembering to contact us prior to the renewal date. We will write to you before the policy expires with full details of your next year's premium and policy conditions.

If you do not want to renew this policy, please let us know before your renewal date so we don't take payment. If you inform us after that time charges may apply, please see General Conditions 6 and 7 in your policy booklet for details.

Should we decide that we will not renew your policy, we will notify you in writing 14 days before the renewal date.

Adequate home insurance cover is essential in protecting your property and the contents inside it against many unexpected events such as flood, subsidence, theft or storm.

Individual insurers will form their own view on what is an acceptable risk to them and this may affect your ability to obtain cover with another insurer.

Please make sure you have arranged adequate alternative insurance before allowing this policy to expire.

# GENERAL CONDITIONS. CONTINUED

## **12. Law applying to the Contract.**

Unless we agree otherwise:

- a the language of the policy and all communications relating to it will be English; and
- b the laws of England and Wales will apply to this contract of insurance.

## **13. Changing your details.**

All information you have provided us as shown on your most recent statement of fact document is relevant to the policy cover. If any of the information printed on your most recent statement of fact document is incorrect or has changed, you must tell us at your first opportunity. If we are not advised of changes in circumstances, this may affect your ability to claim under the policy. When you tell us of a change of details, we will reassess the premium and terms of your policy. You will be informed of any revised premium or terms and asked to agree before any change is made.

We will not refund or charge amounts less than £7.50 plus insurance premium tax. In some circumstances we may not be able to continue your policy following the changes. Where this happens you will be told and the policy will be cancelled in line with the provisions of General Condition 7.

# MINI HOME INSURANCE POLICY WORDING.

## AN EXPLANATION OF YOUR POLICY WORDING.

MINI Home Insurance is your household insurance policy from Allianz. It is made up of several parts which must be read together as they form part of your contract. Please take time to read all parts of this policy to make sure they meet your needs, and that you understand the cover provided, and the general exclusions and general conditions that apply. If you wish to change anything or if there is anything you do not understand, or any statement is incorrect, please let us know.

The parts of the policy are:

- this explanation, the General Exclusions and General Conditions, all of which apply to all sections of the policy;
- the sections of the policy selected by you, including the Meaning of Words, the Exclusions and Conditions, which apply to the section;
- the Schedule, which includes all endorsements applied to the policy while the policy is in force;
- the Statement of Facts (The Statement of Facts is the record of the information you have provided us with).

Any word or expression within the Policy Wording which has a specific meaning has the same meaning throughout the Policy Wording wherever it appears unless otherwise stated.

Allianz will insure you in accordance with and subject to the terms of this policy in consideration of the payment to Allianz of the premium for the Period of insurance.



Signed on behalf of Allianz Insurance plc

Jonathan Dye  
Chief Executive

# MINI HOME INSURANCE POLICY WORDING. CONTINUED

## HOW YOUR POLICY WORKS.

We will insure you within the conditions of your policy for those covers named in the Schedule for any insured event which takes place during the Period of insurance.

Your policy ends at midnight on the last day of each Period of insurance.

## CHANGES TO YOUR CIRCUMSTANCES.

Please tell us as soon as reasonably possible, if there are any changes to your circumstances which could affect your insurance.

Please refer to General Condition 13 of this policy.

If your circumstances change and you do not tell us, you may find that you are not covered if you need to make a claim.

# HOW TO MAKE A CLAIM.

## HOW TO MAKE A CLAIM UNDER BUILDINGS, CONTENTS AND PERSONAL POSSESSIONS.

Check your Schedule and policy, which give details of what is covered and what is not covered.

Follow the General Conditions of this policy.

Please ring our Household Claims Centre on 0344 893 8561 at your first opportunity to notify your claim. This line is available 24 hours a day, 365 days a year. Completion of a claim form is not necessary.

It will help us deal with you speedily if you have the following details to hand when you call:

- your policy number or customer number;
- the date of the incident and the time of discovery;
- details of what happened; and
- any details you have about the property and the extent of the loss or damage.

If emergency repairs are necessary, please contact our claims line for immediate help and advice.

You can make temporary repairs to prevent further loss or damage. However, until you have discussed your claim with us we are unable to confirm that the loss or damage is covered by your policy. You should keep a copy of the invoices relating to the temporary repairs as they may form part of your claim. It would be helpful if you could take photographs of the damage. We must have the chance to inspect the damage before you carry out permanent repairs.

If someone is holding you responsible for damage to their property or for injury to them, please tell us at your first opportunity and give us full written details. You must send us any claim form, summons or other legal document, as soon as reasonably possible and unanswered. Do not admit you are responsible.

Any permanent repairs made by our approved suppliers are guaranteed.

## HOW TO MAKE A CLAIM UNDER HOME LEGAL EXPENSES.

(This cover is only in force if your Schedule shows Home Legal Expenses is included)

If you need to make a claim under Events 1,2,3,4 and 5 of the Home Legal Expenses section call Legal Advice Helpline on 0344 854 1783 and quote 36669. You will be asked for a brief summary of the problem and these details will be passed onto an advisor who will call you back.

We will tell you if we need you to complete a claim form. If we do, we will send it to you. Please fill the claim form in and send it to:

The Claims Department  
Allianz Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QW

We will contact you once we have received the claim form. If your claim is covered we will appoint the Legal representative or Mediator that we have agreed to in your name and on your behalf.

You must not appoint a solicitor, Mediator or any other person or organisation to deal with your claim.

If you have already seen a solicitor or Mediator before we have accepted your claim in writing, we will not pay any fees or other expenses that you have incurred. We will only start to cover the Costs from the time we have accepted your claim and appointed the Legal representative or Mediator.

Please see Condition 4 Freedom to choose the legal representative of the Home Legal Expenses Conditions that apply to Events 1, 2, 3 and 4 for an explanation of when you can choose the Legal representative.

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

We will always choose the Mediator if you make a claim under Event 5 Mediation.

If we decline your claim following payment of the Excess, a refund of that Excess payment will be made to you, unless we have had to incur Costs in order to decide if your claim is covered.

Where we need to incur Costs in order to decide if your claim is covered, or Costs cannot be recovered from your opponent at the end of your claim, if those Costs are less than the amount of the Excess payment received, we will send you a refund for the difference between the two figures.

# HOW TO MAKE A CLAIM. CONTINUED

## HOW TO MAKE A CLAIM UNDER 24 HOUR HOME EMERGENCY ASSISTANCE.

(This cover is only in force if your Schedule shows 24 Hour Home Emergency Assistance is included)

It is vital that you follow these steps to get help and claim the benefits available under 24 Hour Home Emergency Assistance if there is an emergency that is covered by this section.

- a If the emergency involves escaping water or electrical faults, turn off the mains supply immediately. The major public supply authority and the emergency services must be told immediately about any emergencies which could potentially result in serious damage or injury. If you suspect a gas leak, turn off the mains gas supply and do not use any electrical switches (off or on) or naked flames (for example, matches). You must contact National Grid on 0800 111 999 in these circumstances. See under Gas in your phone book.
- b Please call 24 Hour Home Emergency Assistance on 020 8603 9776 within 24 hours of the emergency happening. Lines are open 24 hours a day, 365 days a year. Please note that your call may be recorded. It is important to remember that you must call 24 Hour Home Emergency Assistance first. Please do not make any arrangements yourself as we cannot refund any costs if you do not get our authorisation.
- c Tell us your 24 Hour Home Emergency Assistance policy number.
- d Give us as much information as possible about what has happened so we can give you advice and arrange the most appropriate help for you. 24 Hour Home Emergency Assistance will arrange for an approved contractor to come to your home and deal with your emergency. If an emergency is under the heading "Emergencies covered", Home Emergency Assistance will arrange to pay the contractor's fees (up to £500 including VAT) direct to the contractor. You will be responsible for any extra costs, which may or may not be covered by your Buildings and Contents insurance policy. If the emergency is not listed under the heading "Emergency benefits", you must pay all the contractor's fees.
- e We must approve overnight accommodation first.

You must send a receipted invoice, including your policy number, to:

24 Hour Home Emergency Assistance  
Claims Department  
102 George Street  
Croydon  
CR9 6HD

## 24-HOUR EMERGENCY SERVICE HELPLINE. (THIS SERVICE IS ONLY AVAILABLE IF YOUR SCHEDULE SHOWS COVER FOR 24 HOUR HOME EMERGENCY ASSISTANCE IS INCLUDED)

### Emergency helpline:

Unfortunately, emergencies happen when you least expect them. But with our emergency helpline service help is only a phone call away, 24 hours a day, 365 days a year.

### The service:

Just consider some domestic emergencies which may arise. We can provide immediate help in circumstances such as:

- plumbing or drainage problems likely to cause flooding;
- failure of your gas or electricity supply;
- damage to your roof where damage to the inside of your home is likely;
- damage to your home making it insecure or unsafe; or
- leaking water or oil from your central heating system.

### What to do:

When an emergency happens, ring us as soon as reasonably possible, on 020 8603 9776.

You should tell the emergency services about major emergencies which may result in serious damage or injury to people. You must always report gas leaks to the gas authority.

### What we will do:

We will tell a qualified repairer to call at the first opportunity to carry out repairs. The qualified repairer will contact you to confirm what the call-out charge and hourly labour costs are. You will have to pay the total cost.

However, we constantly monitor the service, making sure charges are kept as low as possible.

The nature of the emergency may well be covered by your policy, so you may be able to claim for the costs.

CONTINUED OVERLEAF

# HOW TO MAKE A CLAIM. CONTINUED

## HOME LEGAL ADVICE.

### Legal Advice Helpline

This policy includes access to Legal Advice Helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice you get from Legal Advice Helpline will always be according to the laws of the United Kingdom. We may record the calls for your and our mutual protection and our training purposes.

Legal Advice Helpline: 0344 854 1783

When you call the Legal Advice Helpline we will ask you for your reference number which is 36677 and you will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return your call.

## GLASS REPLACEMENT.

### (THIS SERVICE IS ONLY AVAILABLE IF YOUR SCHEDULE SHOWS COVER FOR GLASS AND SANITARY FITTINGS UNDER THE BUILDINGS SECTION IS INCLUDED)

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz has negotiated a special arrangement for you with one of Britain's leading glass replacement specialists, Glassolutions. Glassolutions will bill us direct – you pay nothing except the policy excess. The service is available 24 hours a day, 365 days a year.

Telephone FREE 0800 474 747. Address: Waterlands, Meadows Road, Brookfields Park, Manvers, Rotherham, S63 5DJ

## FINANCIAL SERVICES COMPENSATION SCHEME.

If Allianz or Allianz Global Assistance are unable to meet its liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by calling the FSCS on 0800 678 1100 or 0207 741 4100.

# HOW TO MAKE A COMPLAINT.

Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within 5 working days and do our best to resolve the problem within 4 weeks. If we cannot, we will let you know when an answer may be expected.

If we have not resolved the complaint within 8 weeks, we will provide you with information about the Financial Ombudsman Service.

If you have a complaint please contact our Customer Satisfaction Manager at:

MINI Home Insurance  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

Call: 0344 854 1790  
Email: [customersatisfaction@mini-homeinsurance.co.uk](mailto:customersatisfaction@mini-homeinsurance.co.uk)

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

If your complaint is about the 24 Hour Home Emergency Assistance cover section of your policy, please write to:

Customer Support  
Allianz Global Assistance  
102 George Street  
Croydon  
CR9 6HD

Telephone: 020 8603 9853  
Email: [customersupport@allianz-assistance.co.uk](mailto:customersupport@allianz-assistance.co.uk)

Please supply us with your name, address, policy number and claim number if applicable.

# YOUR COVER.

## BUILDINGS.

Any word or expression within the Policy Wording which has a specific meaning has the same meaning throughout the Policy Wording wherever it appears (as shown below) unless otherwise stated.

### THE MEANING OF WORDS

**Accidental Damage** - Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials.

**Allianz, we, our, us** - Allianz Insurance plc.

**Buildings** - The structure of Your home and the following if they form part of Your home and belong to you or are your responsibility.

- Domestic outbuildings.
- Garages that form part of your residence.
- Fixtures and fittings in or on the buildings.
- Swimming pools, permanently fitted hot tubs.
- Tennis hard courts.
- Terraces, drives and footpaths.
- Boundary and garden walls, gates, fences and hedges.
- Permanently fitted laminated, wooden effect, vinyl or lino floor coverings that could not reasonably be removed and re-used.
- Solar panels, wind turbines.
- Built in gas and electric cookers and meters.

**Endorsement** - Changes to the terms and conditions of your policy which will be shown in your Schedule.

**Excess** - The amount you have to pay if you make a claim. The Excess amounts are shown are shown in your Schedule.

**Dangerous animal** - An animal defined as dangerous under the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

**Heave** - Upward movement of the ground beneath the Buildings as a result of the soil expanding.

**Injury** - Bodily injury, death, disease, illness or shock.

**Landslip** - Downward movement of the sloping ground.

**Period of insurance** - The period shown on your policy Schedule.

**Schedule** - A printed document showing the sections of the policy you have chosen, the Sums insured and any Endorsements that apply to your policy.

#### Standard Perils

- Fire, lightning, explosion, earthquake and smoke.
- Aircraft and other flying objects or articles dropped from them.
- The Buildings being hit by:
  - a) vehicles and articles dropped from them;
  - b) animals; or
  - c) falling trees or branches.
- Theft or attempted theft.
- Malicious damage.
- a) Water escaping from water tanks, apparatus or pipes or fixed heating installations.  
b) Freezing water in water tanks, apparatus or pipes or fixed heating installations.
- Storm or flood.
- Riot, civil commotion, strikes, or labour disturbances.
- a) Oil leaking from a domestic heating installation at your home.  
b) Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.
- Subsidence or Heave of the site on which the Buildings stand, or Landslip.

**Storm** - Strong winds in excess of 47 knots (54 mph) that may be accompanied by heavy rain, snow or sleet.

**Subsidence** - Downward movement of the ground beneath the Buildings (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

**Sum insured** - The amount shown on your Schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any Endorsement.

**You, Your** - The person named as the policyholder in the Schedule, their partner and members of their family living with them permanently, during the Period of insurance at the address shown in the Schedule.

# YOUR COVER. CONTINUED

## BUILDINGS. CONTINUED

### THE MEANING OF WORDS. CONTINUED

**Your home** -The private residence and gardens at the address shown in the Schedule and the land, domestic garages and outbuildings at the same residence.

**Unfurnished** - Not having a bed, flooring, kitchen appliances and utensils to live there permanently.

**Unoccupied** - Not having been lived in for more than 60 days in a row.

**Water table** - The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

**Aggravated damages** - These are damages that are awarded when your behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

**Liquidated damages** - These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

**Multiplying compensatory damages** - In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to you.

**Punitive or exemplary damages** - These are damages that are awarded to punish you as well as compensate the other person if you did anything deliberately.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED

## BUILDINGS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
Your policy covers loss of or damage to your Buildings caused by the following insured events.	The total Excess as shown in your policy Schedule other than for events: Liability because you are the owner of the home, and Defective Premises, where no Excess applies.
<ul style="list-style-type: none"> <li>• fire, lightning, explosion, earthquake; and</li> <li>• smoke.</li> </ul>	Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.
Aircraft and other flying devices or articles dropped from them.	
The Buildings being hit by: <ul style="list-style-type: none"> <li>• vehicles and articles dropped from them;</li> <li>• animals; or</li> <li>• falling trees or branches.</li> </ul>	Anything which happens gradually. Loss or damage caused by felling or lopping trees.
Theft or attempted theft.	Loss or damage caused after Your home has been left Unfurnished or Unoccupied. Any theft or attempted theft to solar panels or wind turbines unless securely mounted in a non-accessible position. Loss or damage that you do not report to the police at your first opportunity. Loss or damage resulting from theft or attempted theft by you.
Malicious damage.	Loss or damage caused after Your home has been left Unfurnished or Unoccupied. Loss or damage caused by you.
<ul style="list-style-type: none"> <li>• Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations.</li> <li>• Freezing water in water tanks, apparatus or pipes or fixed heating installations.</li> </ul>	Loss or damage caused after Your home has been left Unfurnished or Unoccupied. Loss or damage caused by the failure or lack of appropriate sealant and/or grout. Loss or damage caused by Subsidence, Heave or Landslip that results from water escaping. The cost to repair your water tanks, fish tanks, apparatus or pipes or fixed heating installations.

# YOUR COVER. CONTINUED

## BUILDINGS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
Storm or flood.	<p>Loss or damage caused when the by a weather event that does not meet the definition of Storm as set out in the meaning of words.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage to fences, gates or hedges.</p> <p>Loss or damage to cellars and basements due to a rise in the Water table.</p> <p>Anything which happens gradually.</p> <p>Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>
Riot, civil commotion, strikes or labour disturbances.	
<ul style="list-style-type: none"><li>• Oil leaking from a domestic heating installation at Your home.</li><li>• Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.</li></ul>	
Subsidence or Heave of the site on which the Buildings stand, or Landslip.	<p>Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences unless Your home, its domestic outbuildings or garages are damaged by the same cause at the same time.</p> <p>Landslip caused by the coast being worn away.</p> <p>Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the Building are damaged by the same cause at the same time.</p> <p>Damage within 10 years of construction caused by structures bedding down or made-up ground settling.</p>
We will also insure you for the following.	
<b>Alternative Accommodation and Loss of Rent.</b> Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if the Buildings cannot be lived in because of an insured event, but only for the time needed to repair Your home.	Any amount over £25,000.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED

## BUILDINGS. CONTINUED

### WHAT IS COVERED

- A. Liability because you are owner of the home.  
We will pay all amounts you legally have to pay as:
- compensation and claimant's costs and expenses; and
  - legal costs and expenses you pay with our written permission in connection with defending any claim; arising from accidental:
    - i injury to any person;
    - ii loss of or damage to property.

If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.

B. Defective Premises.

We will pay any amounts you are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975;

arising from accidental:

- i injury to any person;
- ii loss or damage to property happening during the Period of insurance.

If the Buildings section of this policy is cancelled or expires, this cover shall continue for a period of seven years, in respect of the Buildings insured under this section before such cancellation or expiry.

### Trace and Access.

If the Buildings are damaged by the following events:

- water escaping from water tanks, apparatus or pipes or fixed heating installations;
- and/or oil leaking from any fixed heating installation at Your home,

we will pay the reasonable and necessary cost of finding the source of the leak including the making good of any damage caused during the search.

### WHAT IS NOT COVERED

1. We will not pay more than £2 million under the events Liability because you are the owner of the home and Defective Premises for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one event.
2. Liability you have under any agreement unless you would have the same liability if the agreement did not exist.
3. Liability for loss of or damage to any property belonging to you or in your charge or control.
4. Liability for loss or damage caused by or arising out of:
  - a) any passenger lift which you are responsible for maintaining;
  - b) you owning any land or building other than Your home.
5. Liability which is insured by or would be insured by any other policy if this section did not exist.
6. Liability arising directly or indirectly out of your job, business, trade or profession.
7. Liability if you are injured.
8. Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages.
9. Loss, damage, injury or liability shown in the General Exclusions.

Any amount over £5,000.

Damage to the tank, apparatus or pipe itself.

# YOUR COVER. CONTINUED

## BUILDINGS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Emergency Entry.</b> Loss or damage to Your home caused by the attendance of a member of the emergency services due to an emergency or perceived emergency involving you.</p>	
<p><b>Accidental Damage.</b> (Your Schedule will show cover as Accidental Damage if this event is covered by your policy).</p>	<p>Anything that is expressed as not being covered under the Standard Perils will also not be covered for Accidental Damage.</p> <p>Loss or damage caused by wear and tear. Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.</p> <p>Loss or damage caused by electronic, electrical or mechanical breakdown or failure.</p> <p>Loss or damage caused by faulty design, plan, specification, materials or workmanship.</p> <p>Loss or damage which happens gradually, or loss of value.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage caused to hot tubs whilst being installed or moved.</p> <p>Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals, except where your Schedule shows 'Accidental Damage by pets' in which case this exclusion is amended to read Loss or damage caused by chewing, scratching, fouling or tearing by Dangerous Animals if they are owned by you.</p> <p>Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.</p> <p>Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed water installations.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</p>

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED

## BUILDINGS. CONTINUED

### **Mains services.**

(Your Schedule will show cover as Mains services if this event is covered by your policy).

We will pay the costs which you are responsible for, to repair Accidental Damage to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the Buildings to the public supply, and septic tanks.

### **Glass and sanitary fittings.**

(Your Schedule will show cover as Glass and sanitary fittings if this event is covered by your policy).

Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings which you are responsible for.

Damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

De-lamination (separation of layers) of pitch fibre pipes.

Loss or damage caused after Your home has been left Unfurnished or Unoccupied.

# YOUR COVER. CONTINUED

## BUILDINGS. CONTINUED

### How we settle claims.

(See also General Exclusions and General Conditions). The amount we will pay for loss of or damage to the Buildings will be the cost of the following:

- a. Repairing (where economic to do so) or replacing the damaged items without taking off an amount for wear and tear or loss of value, as long the Sum insured will cover the full rebuilding cost.

If the Sum insured will not cover the full rebuilding cost, the amount we will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out, the amount we will pay will be the loss of value resulting from the loss or damage but not more than what it would have cost to repair or replace the item if this had been carried out straight away.

- b. Demolishing, removing debris, shoring up or propping up parts of the buildings.
- c. Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision.

Where we agree that any of the above need to be appointed and you arrange your own we will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and The Law Society.

We will not pay any costs you incur for preparing and submitting a claim.

- d. Any extra costs to keep to building or other regulations or within the by-laws of any local authority but only for damaged parts of the Buildings.

This does not include any extra costs you pay after notice has been served on you.

We reserve the right to take ownership of an item or items once we have paid a claim following their loss or damage beyond repair, but no item or items may be abandoned to us.

Any permanent repairs made by our approved suppliers are guaranteed.

### Selling your home.

When you sell Your home the person who buys it will be covered by the buildings insurance in this section, as long as they have no other insurance in force. This will apply up to the date the sale is completed.

### Matching Sets and Suites.

We will pay You for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged We will replace or repair the damaged cupboard only, not the whole kitchen.

If the damaged parts cannot be matched or replaced We will pay up to 50% towards the replacement of the undamaged parts.

Unless Your Schedule shows cover as matching sets and suites upgrade in which case We will pay You the full amount towards the replacement of the undamaged parts.

### Sum insured.

The Sum insured chosen by you must be enough to pay for the full cost of rebuilding and take account of the expenses and fees mentioned in b, c and d in section 'Buildings - How we settle claims'.

We will not pay more than the Sum insured for loss or damage to the Buildings by any of the insured events.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED

## CONTENTS.

Any word or expression within the Policy Wording which has a specific meaning has the same meaning throughout the Policy Wording wherever it appears (as shown below) unless otherwise stated.

### THE MEANING OF WORDS

**Accidental damage** - Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials.

**Allianz, we, our, us** - Allianz Insurance plc.

**Contents** - Household goods and personal belongings which you own or are responsible for.

This includes:

- fixtures and fittings other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to your home;
- freestanding gas and electric cookers;
- Valuables (covered up to 30% of the contents Sum insured for all Valuables and 15% for a single item or collection unless otherwise specified on Your schedule) – jewellery, gold and silver articles (including plated articles), watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collections of stamps, medals and coins;
- Office equipment - computers, external hard drives, memory sticks, software, printers, fax machines, photocopiers, typewriters, tele-communications equipment and office furniture used in connection with your business or job but not worth more than £5,000 in total. You must be responsible for insuring the office equipment;
- laminated, wooden effect vinyl or lino floor coverings that could reasonably be removed and re-used;
- carpets;
- portable hot tubs.

Contents does not include:

- Contents insured under any other policy;
- Money;
- securities (financial certificates such as shares and bonds), certificates and documents;
- mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motor cycles, quad bikes, trikes and go-karts) or their parts and accessories, but not including gardening machinery or wheelchairs;

- caravans and trailers or their parts and accessories;
- aircraft, hovercraft and watercraft (which includes sailboards, windsurfers and models) or their parts and accessories;
- lottery tickets and raffle tickets;
- laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used;
- animals;
- any part of the structure of Your home, central heating system, ceiling, wallpaper or similar (except those covered under the tenant's liability event);
- Contents which you own or use at any time for business, professional or trade purposes, (except for office equipment).

**Dangerous animal** - An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

**Endorsement** - Changes to the terms and conditions of your policy which will be shown in your Schedule.

**Excess** - The amount you have to pay if you make a claim. The Excess amounts are shown are shown in your Schedule.

**Heave** – Upward movement of the ground beneath the Buildings as a result of the soil expanding.

**Injury** - Bodily injury, death, disease, illness or shock.

**Landslip** – Downward movement of sloping ground.

**Money** - Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National savings stamps and certificates, traveller's cheques, gift vouchers, (subject to proof of purchase or ownership) premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which you own or are responsible for, for social and domestic purposes.

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

### THE MEANING OF WORDS. CONTINUED

**Period of insurance** - The period shown on your policy Schedule.

**Schedule** - A printed document showing the sections of the policy you have chosen, the Sums insured and any Endorsements that apply to your policy.

#### Standard Perils

- Fire, lightning, explosion, earthquake and smoke.
- Aircraft and other flying objects or articles dropped from them.
- The Contents being hit by:
  - a) vehicles;
  - b) animals; or
  - c) falling trees or branches.
- Theft or attempted theft.
- Malicious damage.
- Water escaping from water tanks, apparatus or pipes or fixed heating installations.
- Storm or flood.
- Riot, civil commotion, strikes, or labour disturbances.
- a) Oil leaking from a domestic heating installation at your home.  
b) Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.
- Subsidence or Heave of the site on which Your home stands, or Landslip.

**Storm** - Strong winds in excess of 47 knots (54 mph) that may be accompanied by heavy rain, snow or sleet.

**Subsidence** – Downward movement of the ground beneath the Buildings (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

**Sum insured** - The amount shown on your Schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any Endorsement.

**Unfurnished** - Not having a bed, flooring, kitchen appliances and utensils to live there permanently.

**Unoccupied** - Not having been lived in for more than 60 days in a row.

**Your home** - The private residence and gardens at the address shown in the Schedule and the land, domestic garages and outbuildings at the same residence.

**You, your** - The person named as the policyholder in the Schedule, their partner and members of their family living with them permanently, during the Period of insurance at the address shown in the Schedule.

**Water table** - The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

**Liquidated damages** - These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

**Punitive or exemplary damages** - These are damages that are awarded to punish you as well as compensate the other person if you did anything deliberately.

**Aggravated damages** - These are damages that are awarded when your behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

**Multiplying compensatory damages** - In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to you.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
Your policy covers loss of or damage to your Contents caused by the following insured events.	The total Excess as shown in your policy Schedule other than for events: Liabilities, Temporary accommodation, and Unpaid court judgements. Loss, damage, injury or liability shown in the General Exclusions.
<ul style="list-style-type: none"> <li>• Fire, lightning, explosion, earthquake; and</li> <li>• Smoke.</li> </ul>	Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.
Aircraft and other flying objects or articles dropped from them.	
The Contents being hit by: <ul style="list-style-type: none"> <li>• vehicles;</li> <li>• animals; or</li> <li>• falling trees or branches.</li> </ul>	Loss or damage caused by felling or lopping trees. Loss or damage caused by domestic animals except where your Schedule shows 'Accidental Damage by Pets' in which case this exclusion does not apply.
Theft or attempted theft.	Any amount over £2,500 under this section for loss or damage to the contents (excluding hot tubs) caused by theft or attempted theft from outbuildings forming part of Your home except where your Schedule shows 'Garden Cover' in which case the limit is increased to £7,500. Loss or damage caused after Your home has been left Unfurnished or Unoccupied. Loss or damage that you do not report to the police at your first opportunity. Loss or damage resulting from theft or attempted theft by you.
Malicious damage.	Loss or damage caused after Your home has been left Unfurnished or Unoccupied. Loss or damage caused by you. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the Buildings or Contents are damaged by the same cause at the same time.
Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations.	Loss or damage caused after Your home has been left Unfurnished or Unoccupied. Loss of metered water. Loss or damage caused by the failure or lack of appropriate sealant and/or grout. Loss or damage caused by Subsidence, Heave or Landslip that results from water escaping. The cost to repair your water tanks, fish tanks, apparatus or pipes or fixed heating installations.

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
Storm or flood.	<p>Loss or damage caused by a weather event that does not meet the definition of Storm as set out in the meaning of words.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage in cellars and basements due to a rise in the Water table.</p> <p>Anything which happens gradually.</p> <p>Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>
Riot, civil commotion, strikes or labour disturbances.	
<ul style="list-style-type: none"><li>• Oil leaking from any fixed heating installation at Your home.</li><li>• Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.</li></ul>	<p>Damage caused to the installation.</p> <p>Loss of oil.</p>
Subsidence or Heave of the site on which Your home stands, or Landslip.	<p>Landslip caused by the coast being worn away.</p> <p>Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the Building are damaged by the same cause at the same time.</p> <p>Damage within 10 years of construction caused by structures bedding down or made-up ground settling.</p>

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We will also insure you for the following.</b></p> <p>Accidental Damage. (your Schedule will show cover as Accidental Damage if this peril is covered by your policy).</p>	<p>Anything that is expressed as not being covered under the Standard Perils will also not be covered for accidental loss or damage.</p> <p>Contents not inside Your home.</p> <p>Contact lenses.</p> <p>Loss or damage caused by wear and tear other than loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container.</p> <p>Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.</p> <p>Loss or damage caused by electronic, electrical or mechanical breakdown or failure.</p> <p>Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.</p> <p>Loss or damage arising from the malicious erasure, distortion or misfiling of any software, data or files.</p> <p>Loss or damage caused by faulty design, plan, specification, materials or workmanship.</p> <p>Loss or damage which happens gradually, or loss of value.</p> <p>Loss or damage caused by overwinding and damage to the inside of watches or clocks.</p> <p>Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals, except where your Schedule shows 'Accidental Damage by pets' in which case this exclusion is amended to read Loss or damage caused by chewing, scratching, fouling or tearing by Dangerous Animals if they are owned by you.</p> <p>Loss or damage to portable hot tubs while being installed or moved.</p> <p>Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.</p> <p>Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed water installations.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</p>

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

Audio and Visual equipment.  
(your Schedule will show cover as Audio and Visual equipment if this peril is covered by your policy).  
We will pay for Accidental Damage to television sets, DVD players, video and DVD recorders and other audio equipment and home computers in Your home.

Items designed to be portable, including portable computers, mobile/smart/android/ phones, laptops,iPhones/iPads/iPods and tablets. Damage to discs, software, flash drive, memory sticks, records, cassettes, tapes or loss of recording.

Electronic, electrical or mechanical breakdown or failure.  
Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files.

Wear and tear.

Loss or damage caused during cleaning, repair, alteration or from an item being operated incorrectly.

Loss or damage caused by domestic animals, except where your Schedule shows 'Accidental Damage by pets' in which case this exclusion is amended to read Loss or damage caused by Dangerous Animals if they are owned by you.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Accidental breakage of mirrors or glass. (your Schedule will show cover as Mirrors and glass if this peril is covered by your policy).</p> <p>We will pay for accidental breakage of mirrors, fixed glass in furniture cooking hobs and oven doors while in Your home.</p>	<p>Loss or damage caused after Your home has been left Unfurnished or Unoccupied. If no equivalent part is available the most we will pay is £250.</p>
<p>Belongings you remove from Your home. Contents temporarily moved from Your home will be covered against loss or damage resulting from the Standard Perils (other than theft which is detailed below).</p> <p>Contents will also be covered against theft or attempted theft if the theft is from:</p> <ul style="list-style-type: none"><li>• any bank or safe deposit box;</li><li>• a private home in which somebody is living;</li><li>• any building where you are employed or carrying on a business; or</li><li>• any other building if force or violence is used to get into or out of the building.</li></ul>	<p>Contents you move to sell or exhibit, or Contents kept in furniture storage units.</p> <p>Loss or damage caused by theft, Storm or flood for Contents not within a building.</p> <p>Cash, bank and currency notes and Contents in student accommodation.</p> <p>Loss or damage to Office equipment.</p>
<p>Loss or theft of keys.</p> <p>We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within Your home if the keys are stolen or accidentally lost.</p>	
<p>Loss of oil and metered water.</p> <p>We will pay for loss of oil or metered water due to your domestic water or fixed heating installations being damaged.</p>	Any amount over £1,000.
<p>Alternative accommodation and loss of rent.</p> <p>Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if Your home cannot be lived in because of an insured event, but only for the time needed to repair Your home.</p> <p>We will also pay for the necessary cost of temporarily storing the Contents.</p>	Any amount over £10,000.

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED



### WHAT IS COVERED

**Students' Contents.**  
(your Schedule will show cover as Students' Contents if this event is covered by your policy).  
Loss or damage caused by any of the Standard Perils when you are living away from home while attending college or university.

### WHAT IS NOT COVERED

Any amount over £3,000.  
Any theft or attempted theft which does not involve force and violence to get into or out of a building.



### WHAT IS COVERED

**Food in Freezers.**  
(your Schedule will show cover as Freezer and Shopping if this event is covered by your policy).  
Loss of or damage to food in a freezer within Your home caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.

### WHAT IS NOT COVERED

Loss or damage as a result of a deliberate act by you or the electricity company.



### WHAT IS COVERED

**Shopping.**  
(your Schedule will show cover as Freezer and Shopping if this event is covered by your policy).  
Loss of or damage to food and other goods while you are transporting them from the shop where you bought them to Your home.

### WHAT IS NOT COVERED

Any amount over £250.  
Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless:

- all windows and sunroofs are securely closed and all doors and the boot are locked;
- the shopping is completely hidden within the vehicle in a glove compartment, locked luggage compartment, locked boot or roof box.

**CONTINUED OVERLEAF**

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED



### WHAT IS COVERED

Garden Cover - Plants.  
(your Schedule will show cover as Garden Cover if this event is covered by your policy).  
We will pay for loss or damage to trees, shrubs, hedges, bushes, lawns and plants within the grounds of Your home, caused by any of the Standard Perils insured by this section.

Garden Cover - Contents in the open.  
(your Schedule will show cover as Garden Cover if this event is covered by your policy).  
We will pay for loss or damage to Contents caused by any of the Standard Perils insured by this section if you leave them in the open within the grounds of Your home.

Garden Cover - Garden restoration.  
(your Schedule will show cover as Garden Cover if this event is covered by your policy).  
If your garden is damaged by any of the Standard Perils insured by this section, we will pay the cost of professional garden-design fees incurred to return your garden to its condition prior to the damage.

Garden Cover - Temporary garden structures.  
(your Schedule will show cover as Garden Cover if this event is covered by your policy).  
We will pay for loss or damage to temporary garden structures, such as marquees or gazebos, caused by any of the Standard Perils insured by this section.

### WHAT IS NOT COVERED

Any amount over £2,000.  
Loss or damage caused after Your home has been left Unfurnished or Unoccupied.  
Damage caused by weight of snow.  
Damage to plants as a result of failure of the heating system in the greenhouse.

Contents in or on motor vehicles or motor cycles.  
Any amount over £2,000 except for portable hot tubs (portable hot tubs are covered up to their full amount).  
Money and Valuables.

Any amount over £2,500.  
Damage to plants.  
Damage to outbuildings that form part of Your home.  
Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, hedges, hot tubs, gates and fences.

Any amount over £2,000.  
Damage caused while erecting or dismantling temporary garden structures.

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

### WHAT IS COVERED

#### A Personal liability and liability because you live in the home.

We will pay all amounts you legally have to pay:

- as a private individual while in and away from Your home;
- because you live in the home;
- while you live in the territories shown in General Exclusion 1 of this policy during any journey or temporary visit to any country in the world in which you do not own a property;  
in respect of:
  - compensation and claimant's costs and expenses; and
  - legal costs and expenses you pay with our written permission in connection with defending any claim; arising from accidental:
    - i injury to any person;
    - ii loss of or damage to property.

If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.

#### B Temporary accommodation.

Liability noted under A while you are living in temporary accommodation for no more than two months.

### WHAT IS NOT COVERED

1. We will not pay more than £2 million under liability perils A, B and E of this section for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one event.
2. Liability you have under any agreement unless you would have the same liability if the agreement did not exist.
3. Liability which is insured by or would be insured by any other policy if this section did not exist.
4. Liability arising directly or indirectly out of your job, business, trade or profession.
5. Liability if you are injured.
6. Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages.
7. Liability for loss of or damage to any property belonging to you or in your charge or control unless this is covered under B.
8. Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under D.
9. Liability for loss, damage or injury caused by or arising out of the following:
  - a You owning, possessing, or using (other than as a passenger) any mechanically or wind propelled or assisted vehicle (other than a self-propelled golf trolley or a pedestrian-controlled or ride-on garden tool which is not licensed for road use and you do not need a certificate of insurance for). This also applies for a trailer attached to the vehicle, or aircraft, hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to you for no more than 12 hours and which is under 18 feet long and cannot travel faster than 17 knots).
  - b You owning, possessing or using a Dangerous animal or a specially-controlled dog as described in the Dangerous Dogs Act 1991.
  - c Using any horse for hunting, racing or polo.
  - d Any passenger lift which you are responsible for maintaining.
  - e You being a tenant or living on any land or in any building other than Your home, other than for events B and C.

Exclusions shown under A.

**CONTINUED OVERLEAF**

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>C Tenant's liability.</b> We will pay all amounts which you are responsible for as a tenant, as stated in the tenancy agreement and not as owner for the following:</p> <ul style="list-style-type: none"><li>i Loss of or damage to Your home directly caused by:<ul style="list-style-type: none"><li>• fire, lightning, explosion, earthquake, aircraft, storm or flood;</li><li>• bursting, leaking or overflowing water tanks, apparatus or pipes;</li><li>• oil leaking from any fixed heating installation;</li><li>• theft or attempted theft;</li><li>• television, satellite and radio receiving aerial fittings, solar panels, wind turbines and masts breaking or collapsing; or</li><li>• smoke.</li></ul></li><li>ii We will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of Your home.</li><li>iii We will pay for Accidental Damage to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from Your home to the public supply.</li></ul>	<p>Exclusions shown under A. Loss or damage which happens while Your home is left Unfurnished or Unoccupied. Any amount over 10% of the Sum insured by this section, as shown in Your schedule. Loss or damage caused by frost, Landslip, Subsidence or Heave. Anything which happens gradually in respect of damage by smoke.</p>
<p><b>D Employers' liability.</b> We will pay all amounts you are liable for if any employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with Your home or private household. Exclusions 1, 6, 7 and 8 of A and General Exclusion - War of this policy will not apply to this event.</p>	<p>Exclusions shown under A (apart from exclusion 1). We will not pay more than £10 million under liability peril D of this section for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one event. Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle if you need insurance under the Road Traffic Act.</p>
<p><b>E Unpaid court judgements.</b> If you get a judgement from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation and claimant's costs and expenses for injury or loss of or damage to property against any company or individual based in the countries named above and that judgement is not paid for more than three months, we will pay you the amount of unpaid compensation or costs.</p> <p>We will only do this if:</p> <ul style="list-style-type: none"><li>• this section would have applied had the award been made against you rather than to you;</li><li>• there is no appeal outstanding.</li></ul> <p>If we make a payment under this peril you or your personal representatives must transfer the rights of recovery under the judgement to us.</p>	<p>Exclusions shown under A. Liability if the person owing you money is also insured by this policy.</p>

# YOUR COVER. CONTINUED

## CONTENTS. CONTINUED

### **Contents Limits.**

The most we will pay for the following Contents is shown below.

- 14.** 30% of the Sum insured by the Contents section for Valuables not insured under Personal Possessions.
- 15.** 15% of the Sum insured by the Contents section for any Valuables item or collection.

### **How we settle claims.**

(See also General Exclusions and General Conditions)

- 1.** Items other than clothing and household linen.
  - a** We will pay to replace items which are totally lost or destroyed. The replacement item will be based on the specification of the original item. We will not take off an amount for wear and tear or loss of value as long as:
    - i** the Sum insured is enough to replace the Contents; and
    - ii** the replacement is carried out straight away.If you do not replace the Contents which are totally lost or destroyed straight away or if the Sum insured is not enough to pay for replacement of the Contents, the amount we will pay will be the market value of the totally lost or destroyed items.
  - b** We will pay to repair damaged items.
- 2.** Clothing and household linen.
  - a** We will pay to replace items which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value.
  - b** We will pay to repair damaged items, where economic to do so.
- 3.** We will pay to remove debris.
- 4.** We reserve the right to take ownership of an item or items once we have paid a claim following their loss or damage beyond repair, but no item or items may be abandoned to us.

### **Selling Your home.**

For the period that you are moving to a new permanent address the Contents cover can be extended to include Contents in your new home, providing you have advised us in advance.

### **Matching Sets and Suites.**

We will pay You for damaged items that form part of a matching set or suite but not the other items of the set or suite which are not damaged. For example, if You damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

If the damaged parts cannot be matched or replaced We will pay up to 50% towards the replacement of the undamaged parts.

Unless Your Schedule shows cover as matching sets and suites upgrade in which case We will pay You the full amount towards the replacement of the undamaged parts.

### **Evidence of Value.**

We may require you to provide evidence of value if you need to claim for loss or damage to certain items insured under this section. Where such evidence is required, this will be stated on your Schedule.

### **Sum insured.**

The Sum insured you choose must be equal to the full value of the Contents insured. We will not pay more than the Sum insured for loss or damage to the Contents by any of the Standard Perils and accidental loss or damage (if cover has been selected).

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED



## PERSONAL POSSESSIONS.

### THE MEANING OF WORDS

**Unspecified Personal Possessions** - Private property and personal items you normally wear or carry (including sports equipment) which you own or for which you are responsible, but not including:

- private property, personal items, sports equipment and pedal cycles with an individual value over £1,000 (unless these items or pedal cycles are specified on your policy Schedule);
- vehicles, watercraft, aircraft, or their parts or accessories;
- musical instruments used professionally or semi-professionally;
- domestic appliances, furniture, furnishings and household goods or equipment or goods used in connection with your occupation, business, trade or profession.

**Endorsement** - Changes to the terms and conditions of your policy which will be shown in your Schedule.

**Excess** - The amount you have to pay if you make a claim. The Excess amounts are shown are shown in your Schedule.

**Injury** - Bodily injury, death, disease, illness or shock.

**Money** - Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National savings stamps and certificates, traveller's cheques, gift vouchers (subject to proof of purchase or ownership), premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which you own or are responsible for, for social and domestic purposes.

**Period of insurance** - The period shown on your policy Schedule.

**Schedule** - A printed document showing the sections of the policy you have chosen, the Sums insured and any Endorsements that apply to your policy.

**Specified Personal Possessions** - Private property, pedal cycles and personal items listed on your Schedule under Specified Personal Possessions which you own or for which you are responsible.

**Sum insured** - The amount shown on your Schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any Endorsement.

**Geographical limits** - British Isles, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles.

**Your home** - The private residence and gardens at the address shown in the Schedule and the land, domestic garages and outbuildings at the same residence.

**You, your** - The person named as the policyholder in the Schedule, their partner and members of their family living with them permanently, during the Period of insurance period at their home at the address shown in the Schedule.

# YOUR COVER. CONTINUED



## PERSONAL POSSESSIONS. CONTINUED

### WHAT IS COVERED

We will pay for loss or damage to the Unspecified and Specified Personal Possessions covered by this section and shown in your Schedule, which you own or are responsible for while you:

1. are within the Geographical limits; and
2. travel elsewhere in the world for up to 60 days in any one year of insurance.

### WHAT IS NOT COVERED

The total Excess as shown in your policy Schedule. Loss, damage, injury or liability shown in the General Exclusions.

Loss or damage caused by wear and tear, other than loss of or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container. Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.

Loss or damage caused by electronic, electrical or mechanical breakdown or failure.

Loss or damage caused by faulty design, faulty plan, faulty specification, faulty workmanship or faulty materials.

Loss or damage caused by gradual deterioration or loss of value.

Loss or damage caused by overwinding and damage to the inside of watches or clocks.

Loss or damage to musical instruments caused by atmospheric conditions or very hot or very cold temperatures.

Breakage of musical instrument strings or reeds.

Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. Personal Possessions must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.

Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied.

Loss or damage resulting from theft or attempted theft by you.

Theft of pedal cycle accessories unless stolen with the cycle.

Loss of or damage to sports equipment whilst in use. Theft of a pedal cycle unless a locking device is used to secure the cycle to an immovable object when it is left unattended elsewhere than at Your home.

Loss or damage to audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source.

Money.

**CONTINUED OVERLEAF**

# YOUR COVER. CONTINUED



## PERSONAL POSSESSIONS. CONTINUED

### WHAT IS COVERED

**Money.**  
(Your schedule will show cover as Money if this event is covered by your policy.)  
We will pay for loss or damage to money.

This applies within Great Britain, Northern Ireland, The Channel Islands, the Isle of Man, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles, and also while you are travelling anywhere in the world for up to 60 days in any one Period of insurance.

### WHAT IS NOT COVERED

Any amount over £500.  
Loss of season tickets or travel tickets when the loss is paid for by the authority who sold you the tickets.  
The part of any season ticket which has been used.  
Losses you do not report to the police at your first opportunity.  
Any money that is not for social or domestic purposes.

### Index linking.

For Specified Personal Possessions items only, we will increase the Sum insured each month in line with the Consumer Price Index (or some other suitable index we decide to use). We apply this to help protect you against inflationary increases however it is your responsibility to ensure the adequacy of the Sum insured throughout the life of your policy. We recommend that you obtain regular professional valuations for the insurance replacement cost of your possessions.

We will not charge extra premiums on index linking adjustments during the Period of insurance however the new annual Sum insured will appear on your renewal Schedule and your premium will be calculated on this basis.

Should the index value reduce, for your protection we will not reduce the Sum insured unless instructed to do so by you.

### How we settle claims.

The way we settle claims will be the same as that under the Contents section.

The most we will pay for each item insured by this section is the Sum insured shown in your Schedule against that item.

### Evidence of Value.

We may require you to provide evidence of value if you need to claim for loss or damage to certain items insured under this section. Where such evidence is required, this will be stated on your Schedule.

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES.

### Important information about reasonable prospects of success

At all times during your legal action Reasonable prospects of success must exist in order for us to begin, and continue, providing cover under this section.

In order for us to decide whether Reasonable prospects of success exist we will seek the opinion of the Legal representative. If we and the Legal representative do not agree on whether Reasonable prospects of success exist, we will also seek the opinion of any other legally qualified advisor or other expert appropriate to your claim that we feel it is necessary to consult.

If we believe that Reasonable prospects of success do not exist we will end your claim.

If we end your claim due to Reasonable prospects of success no longer existing because you have not complied with Condition 1c or 1d of Conditions that apply to Events 1, 2, 3 and 4 of this section, we will not pay any Costs incurred during your claim.

If we end your claim due to Reasonable prospects of success no longer existing because of any other reason, we will pay Costs incurred up to the date that we end your claim.

### THE MEANING OF WORDS

Any word or expression in this section which has a specific meaning has the same meaning throughout Events 1 to 4 wherever it appears (as shown below) unless otherwise stated.

**Civil case** - A legal action which does not involve the defence of any criminal prosecution against you.

**Costs** - Where we have given our written agreement, we will pay the following on your behalf.

- The professional fees and expenses reasonably and properly charged by the Legal representative on the Standard basis, up to the standard rates set by the courts, which you cannot recover from your opponent.
- Employment tribunal fees under Event 4 Employment tribunal disputes, that you have to pay and which cannot be recovered from your opponent.
- Your opponent's legal costs and expenses incurred in a Civil case which you are ordered to pay by a court or Employment tribunal, or which you pay to your opponent with our written agreement.

We will only pay Costs which are necessary and in proportion to the value of your claim. If we do not agree that the Costs have been reasonably and properly incurred, or are necessary and in proportion to the value of your claim, we will have those Costs assessed in accordance with Condition 3f of Conditions that apply to Events 1, 2, 3 and 4 of this section.

We will only start to cover Costs from the time we have accepted your claim in writing and appointed the Legal representative.

**Damages** - Money that a court or Employment tribunal says your opponent must pay to you or money your opponent agrees to pay to you to settle your legal action.

**Employment tribunal** - An independent judicial body that has been established to resolve disputes between you and your employer over your employment rights.

**Employment tribunal fees** - Money that you must pay, or your Legal representative must pay on your behalf, in order to take your dispute with your employer to an Employment tribunal.

**Excess** - The amount you have to pay if we agree to appoint a Legal representative that you choose.

**Legal representative** - The solicitor or other person appointed with our agreement to represent you under the terms of this section.

**Partner** - Someone you are married to or live with as if you are married.

**Period of insurance** - The period shown in your policy Schedule.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### THE MEANING OF WORDS. CONTINUED

**Reasonable prospects of success** - There are reasonable prospects of success if, at all times during your legal action against your opponent, it is more likely than not that:

- a court or Employment tribunal would:
  - i decide the legal action under Events 1, 2, 3 or 4 in your favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of your claim by a court); or
  - ii award you a more favourable settlement than has already been offered by your opponent;
- and
- if you are seeking Damages from your opponent, you will recover them.

We explain in more detail how we will decide if your legal action has Reasonable prospects of success under 'Important information about reasonable prospects of success' at the beginning of this section.

**Schedule** - A printed document showing the sections of the policy you have chosen, the sums insured and any endorsements that apply to your policy.

**Standard basis** - The normal method used by the court to assess Costs which the court decides are proportionate to your legal action and have been reasonably incurred by the Legal representative and your opponent.

**Territorial limit** - The Territorial limit for Event 1 Personal injury is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

The Territorial limit for Event 2 Clinical negligence disputes, Event 3 Consumer contract and Event 4 Employment tribunal disputes is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**We, us, our** - Allianz Legal Protection, a trading name of Allianz Insurance plc.

**Your home** - The private residence that you permanently live in, as shown in your policy Schedule.

**You, your** - The person or persons named in your policy Schedule and his or her Partner, children, parents and parents-in-law who permanently live at Your home.

# YOUR COVER. CONTINUED

## HOME LEGAL EXPENSES. CONTINUED



### Cover provided

This section provides the cover described under Events 1 to 5. In addition to the terms described for each Event, the General exclusions and the General conditions of this policy apply to all Events within this section.

#### WHAT IS COVERED

##### **Event 1 - Personal injury.**

We will pay the Costs of you taking legal action against your opponent arising from an event that we and the Legal representative agree is not your fault and which causes your death or bodily injury.

The cover provided by this Event also includes the Costs of making or defending an appeal following a decision by a court in respect of your legal action.

We will provide this cover as long as:

- the event happens within the Territorial limit and during the Period of insurance; and
- the legal action is brought within the Territorial limit; and
- we have given our written agreement to you making or defending an appeal following a decision by a court in respect of your legal action; and
- Reasonable prospects of success exist.

The most we will pay for all claims arising from your death or bodily injury is £50,000.

#### WHAT IS NOT COVERED

1. Any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by your death or bodily injury.)
2. Any claim arising from you driving a motor vehicle.
3. Any claim arising from medical treatment.

**CONTINUED OVERLEAF**

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### WHAT IS COVERED

#### **Event 2 - Clinical negligence disputes.**

We will pay the Costs of you taking legal action against your opponent arising from:

- medical treatment or care received by you; or
- the failure to provide you with adequate medical treatment or care

which causes your death or bodily injury.

The cover provided by this Event also includes the Costs of making or defending an appeal following a decision by a court in respect of your legal action.

We will provide this cover as long as:

- the medical treatment, series of medical treatments, care or failure to provide adequate treatment or care first occurred during the Period of insurance and took place within the Territorial limit; and
- the legal action is brought within the Territorial limit; and
- we have given our written agreement to you making or defending an appeal following a decision by a court in respect of your legal action; and
- Reasonable prospects of success exist.

The most we will pay for all claims arising out of the same treatment or care, or failure to provide adequate treatment or care, which leads to your death or bodily injury is £50,000.

### WHAT IS NOT COVERED

1. Any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by your death or bodily injury.)

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### WHAT IS COVERED

#### **Event 3 - Consumer contract.**

We will pay the Costs of you taking legal action against your opponent, or defending legal action taken against you by your opponent, in a dispute arising from a breach of a contract you have for:

- buying, selling or renting goods; or
- buying services.

The cover provided by this Event also includes the Costs of making or defending an appeal following a decision by a court in respect of your legal action.

We will provide this cover as long as:

- you entered into the contract within the Territorial limit; and
- the dispute, or series of events leading to the dispute, first occurred during the Period of insurance; and
- the legal action is brought within the Territorial limit; and
- we have given our written agreement to you making or defending an appeal following a decision by a court in respect of your legal action; and
- Reasonable prospects of success exist.

The most we will pay for all claims arising from the same dispute under your contract is £50,000.

### WHAT IS NOT COVERED

1. Any dispute which starts within three months of the date you first take out this section, unless the claim is for goods or services you bought after you first take out this section. (This does not apply if you had the same cover under another policy up to the date you first take out this section.)
2. Disputes for amounts less than £100.
3. Anything to do with motor vehicles or their parts and accessories.
4. Anything to do with building, converting or extending Your home or any other property that you own.
5. Anything to do with work carried out on any land or buildings that are not Your home.
6. Any dispute over the amount of money or other compensation due under an insurance policy.
7. Any dispute arising from a contract you have for any:
  - i pension, savings or investments of any kind; or
  - ii loan, mortgage or other borrowing; or
  - iii other arrangement you have with a bank, building society or credit provider.
8. Any dispute arising from the buying or selling of any land or property (this does not apply if the dispute is to do with services you have bought which relate to the buying or selling of that land or property).
9. Any dispute arising out of the occupation of Your home, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.
10. Anything to do with a contract for your business activities.
11. Any dispute with any local authority, public authority or any government department.
12. Any dispute arising from an application for planning permission in respect of Your home or any other land or property that you own.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### WHAT IS COVERED

#### **Event 4 - Employment tribunal disputes.**

We will pay the Costs of you taking legal action against your employer at an Employment tribunal in a dispute arising from a breach of your contract for your full-time employment or permanent part-time employment. (This includes the breach of any legal rights you have relating to your contract of employment.)

The cover provided by this Event also includes the Costs of making or defending an appeal following a decision by an Employment tribunal in respect of your legal action.

We will provide this cover as long as:

- you entered into the contract within the Territorial limit; and
- the dispute, or series of events leading to the dispute, first occurred during the Period of insurance; and
- the legal action is brought within the Territorial limit; and
- we have given our written agreement to you making or defending an appeal following a decision by an Employment tribunal in respect of your legal action; and
- Reasonable prospects of success exist.

The most we will pay for all claims arising from the same dispute under your contract of employment is £50,000.

### WHAT IS NOT COVERED

1. Any legal action against your employer that is not dealt with by an Employment tribunal.(This does not apply where we have agreed to you making or defending an appeal following a decision made by an Employment tribunal.)
2. Any Costs or expenses that you incur in relation to any disciplinary action, grievance hearing or investigation by your employer arising out of your contract of employment.
3. Any Costs or expenses that you incur in relation to any compromise or settlement agreement to do with the way your contract of employment is ended.
4. Any dispute which starts in the first Period of insurance if that dispute arises from a verbal or written warning you were given in the six months leading up to the date you first take out this section. (This does not apply if you had the same cover under another policy up to the date you first take out this section.)
5. Anything to do with subcontracting or a contract for services if you are self-employed.
6. Any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if your dispute with your employer is to do with discrimination against you.)
7. Any dispute which is only about the amount of redundancy pay.

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### WHAT IS NOT COVERED BY EVENTS 1, 2, 3 AND 4

In addition to the exclusions described in 'What is not covered' by each Event, we will not provide cover under any of Events 1, 2, 3 and 4 for the following.

1. An Excess of £250 for each claim where we agree to appoint a Legal representative that you choose.
2. Any Costs:
  - incurred before we have accepted your claim in writing and appointed the Legal representative;
  - we have not agreed to in writing;
  - you have paid directly to the Legal representative or any other person without our permission;
  - relating to an appeal following a decision by a court or Employment tribunal in respect of your legal action unless we and the Legal representative agree that Reasonable prospects of success exist;
  - that the court orders you to pay to your opponent on anything other than the Standard basis. This will normally be because of your improper or unreasonable conduct during your legal action.
3. Any money that you have to pay under a contract you have with the Legal representative where the amount of that money is determined by the amount of:
  - legal costs and expenses incurred by the Legal representative in respect of your claim; or
  - Damages you receive from your opponent.

These types of contracts are often referred to as conditional fee agreements or damages-based agreements.

4. Any Value Added Tax that is payable on the Costs incurred which you can recover from elsewhere.
5. Any fines or other penalties awarded against you by a court or Employment tribunal.
6. Disputes between you and:
  - any other person covered by this section; or
  - someone you live with or have lived with.
7. Any claim where it is clear from the information available relating to the claim that it has arisen from your deliberate or reckless action.
8. Any dispute arising from:
  - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
  - any other challenge to any existing or proposed legislation.
9. Any dispute arising out of written or verbal remarks which you believe have damaged your reputation.

CONTINUED OVERLEAF

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### CONDITIONS THAT APPLY TO EVENTS 1, 2, 3 AND 4.

You must keep to the Conditions to have the full protection of your section. If you do not, and the Condition you have not kept to relates to a claim you have made, we may refuse the claim or withdraw from any current claim. If you do not keep to Condition 1c, 1d or 1e below we will recover any Costs from you that we have paid or incurred in respect of your legal action unless we agree to appoint another Legal representative to continue your claim.

#### 1. You must:

- a make your claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred;
- b not appoint a Legal representative to represent you in your legal action;
- c at all times throughout your legal action give the Legal representative and us a complete, accurate and truthful account of all of the circumstances that are relevant to your legal action that you are aware of, or should have been aware of. This will include details of any agreement between you and any other person or organisation;
- d follow the advice of, and co-operate fully with, the Legal representative and us at all times during your legal action. This will include going to all court hearings or other appointments that the Legal representative asks you to attend;
- e not withdraw your claim from the Legal representative without the written agreement of us and the Legal representative;
- f get our written agreement before making or defending an appeal against the decision of a court or Employment tribunal in respect of your legal action;
- g instruct the Legal representative to take all reasonable steps to recover Costs from your opponent and pay them to us. If you do not do this, we will have the right to reduce the amount that we pay under this section to the amount that your Costs would have been if you had instructed the Legal representative to take all such reasonable steps;
- h instruct the Legal representative to keep to Condition 2 below.

#### 2. The Legal representative must:

- a get our written permission before instructing a barrister or other legally qualified advisor or expert in respect of your legal action;
- b tell us at the first opportunity once he or she becomes aware of any information or development which will more likely than not mean that:
  - Reasonable prospects of success no longer exist; or
  - the Damages that you can recover from your opponent will be reduced from the amount that was originally expected by the Legal representative;
- c tell us at the first opportunity once he or she becomes aware that you want to make an offer, or your opponent has made an offer, to settle your legal action;
- d report the result of your legal action to us at the first opportunity after it is finished;
- e take all reasonable steps to recover Costs from your opponent and pay them to us.

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### CONDITIONS THAT APPLY TO EVENTS 1, 2, 3 AND 4. CONTINUED

3. We will have the right to do the following.
  - a Appoint the Legal representative in your name and on your behalf.
  - b Take over and conduct, in your name, any claim or proceedings:
    - before a Legal representative has been appointed; or
    - that are necessary to recover Costs that we have paid in respect of your legal action.
  - c Contact the Legal representative at any time and have access to all statements, opinions, reports or any other documents relating to your legal action.
  - d Appoint a barrister or other legally qualified advisor or expert appropriate to your legal action and ask for his or her opinion on the value of your legal action and whether Reasonable prospects of success exist.
  - e End your claim if, at any time during your legal action Reasonable prospects of success no longer exist. If, after we end your claim, you continue the legal action and get a better settlement than we expected, we will pay your Costs which you cannot get back from anywhere else.
  - f Have any legal bill assessed if we and the Legal representative or the representative acting for and on behalf of your opponent cannot agree on the level of Costs. If we do this the assessment will be carried out by a court, independent expert in the assessment of Costs or other competent party. We will not pay any more than the Costs that are determined as reasonable by the assessment.
  - g Settle your claim by paying the amount in dispute. If we do this we will not pay any Costs incurred after the date that we tell you, and any Legal representative, that we have decided to settle your claim. (This will not apply where legal proceedings have begun in a court before the date we decide to settle your claim. In these circumstances we will settle the claim by paying Costs that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
  - h Settle the Costs covered by this section at the end of your legal action.

4. Freedom to choose the legal representative  
At any time before we and the Legal representative agree that legal proceedings need to be issued or defended in a court or Employment tribunal we will choose the Legal representative.

You have the right to choose the Legal representative if we and the Legal representative agree that negotiations with your opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court or Employment tribunal.

You can also choose the Legal representative if a conflict of interest arises which means that our chosen Legal representative cannot act for you because of his or her professional rules of conduct. You must send the name and address of your chosen Legal representative to us. Other than where such a conflict of interest has arisen, if we agree to appoint your chosen Legal representative, you must pay a £250 Excess. You must pay the Excess at the start of your claim. If we agree to appoint a Legal representative that you choose, he or she will be appointed on the same terms as we would have appointed our chosen Legal representative, other than in respect of any agreement we and your chosen Legal representative reach over the Costs that we will pay.

If there is any dispute about your choice of Legal representative that you and we cannot resolve, the matter will be settled using the procedure in Condition b Disputes of 'Conditions that apply to all Events of this section'.

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

**CONTINUED OVERLEAF**

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### THE MEANING OF WORDS

Any word or expression in this section which has a specific meaning has the same meaning throughout Event 5 wherever it appears (as shown below) unless otherwise stated.

**Costs** - Where we have given our written agreement, we will pay the professional fees and expenses charged by the Mediator on your behalf. This cover also includes the professional fees and expenses that the Mediator will charge the other side.

**Mediation** - Mediation is an alternative to legal action. It allows you to talk to the other side in a dispute and find a solution, without going through the courts. Both sides must agree to take part and there is no guarantee that you will reach a solution.

**Mediator** - The mediator is an independent and qualified person who will help you and the other side to reach an agreement. Both you and the other side must agree on the Mediator, or else the Mediation cannot take place. The Mediator does not have the power to make you or the other side reach an agreement.

**Schedule** - A printed document showing the sections of the policy you have chosen, the sums insured and any endorsements that apply to your policy.

**Territorial limit** - Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**We, us, our** - Allianz Legal Protection, a trading name of Allianz Insurance plc.

**Your home** - The private residence that you permanently live in, as shown in your policy Schedule.

**You, your** - The person named in your policy Schedule and his or her Partner, children, parents and parents-in-law who permanently live at the same address.

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### WHAT IS COVERED

#### **Event 5 - Mediation.**

We will pay the Costs of up to five hours of Mediation between you and the other side for a dispute over the following:

- the boundary of Your home;
- noise;
- access to Your home.

We will provide this cover as long as:

- the dispute relates to Your home;
- the dispute started within the Period of insurance; and
- Your home is within the Territorial limit.

The most we will pay for all claims arising from one Mediation is £2,000.

### WHAT IS NOT COVERED

#### **1. Any Costs:**

- incurred before we have accepted your claim in writing and appointed the Mediator;
- we have not agreed to in writing;
- you have paid directly to the Mediator or any other person without our permission.

#### **2. Any dispute with any local authority, public authority or any government department.**

# YOUR COVER. CONTINUED



## HOME LEGAL EXPENSES. CONTINUED

### CONDITIONS THAT APPLY TO EVENT 5

You must keep to the Conditions to have the full protection of this Event. If you do not, and the Condition you have not kept to relates to a claim you have made, we may refuse the claim or withdraw from any current claim. If you do not keep to Condition 1c, 1d or 1e below we will recover any Costs from you that we have paid or incurred in respect of your Mediation unless we agree to appoint another Mediator to continue the Mediation.

- 1. You must:**
  - a make your claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred;
  - b not appoint a Mediator to deal with your Mediation;
  - c at all times throughout your Mediation give the Mediator and us all reasonable help and provide a complete, accurate and truthful account of all of the circumstances that are relevant to your dispute that you are aware of, or should have been aware of. This will include details of any agreement between you and any other person or organisation;
  - d co-operate fully with the Mediator and us at all times during your Mediation. This will include going to all Mediation meetings or other appointments that the Mediator asks you to attend;
  - e not withdraw your claim from the Mediator without the written agreement of us and the Mediator.
- 2. We will have the right to do the following.**
  - a Choose and appoint the Mediator.
  - b Contact the Mediator at any time and have access to all statements, opinions, reports or any other documents relating to your Mediation.
  - c Settle your Mediation by paying the amount in dispute. If we do this we will not pay any Costs incurred after the date that we tell you, and the Mediator, that we have decided to settle your Mediation.
  - d Settle the Costs covered by this Event at the end of your claim.
  - e End your claim and recover any Costs from you which we have already paid or agreed to pay if the Mediator refuses to continue the Mediation with good reason unless we agree to appoint another Mediator to continue your Mediation.

### WHAT IS NOT COVERED BY EVENTS 1, 2, 3, 4 AND 5

In addition to the exclusions described in 'What is not covered' by each Event we will not provide cover under any Event for the following.

- a Disputes between you and us.
- b Any actual or potential dispute, that you were aware of, or should have been aware of before the cover under this section started.
- c Any claim which you report to us more than six months after the event, or series of events, which gave rise to the dispute first occurred.

# YOUR COVER. CONTINUED

## HOME LEGAL EXPENSES. CONTINUED



### CONDITIONS THAT APPLY TO ALL EVENTS OF THIS SECTION

#### a Notices.

Every notice which needs to be given under this section must be given in writing. If you give us notice, you must send it to our address. If we give you notice, we must send it to your last known address.

Our address is:

Allianz Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QW  
United Kingdom

#### b Disputes.

If there is a dispute between you and us, the matter may be referred to an arbitrator who will be a solicitor, barrister or other suitably qualified person that you and we agree to. If you and we cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs.

If the arbitrator decides that you must pay some, or all of the costs of the arbitration those costs will not be covered by this section.

#### c Your agreements with others.

We will not be bound by any agreement between you and:

- the Legal representative; or
- the Mediator; or
- any other person or organisation.

#### d Changes during the period of insurance.

If we need to make changes to this section, we will normally only do this at your next renewal date. We will not change your section during the Period of insurance unless:

- we are required to do so because of a change in any law applicable to this section; or
- we are told to do so by our industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- a service provided under this section by any organisation other than us is no longer available and we must:
  - i change the provider of the service; or
  - ii change the service; or
  - iii remove the service.

If we do need to change this section, we will give you 30 days' notice in writing of the change and how it will affect you.

**CONTINUED OVERLEAF**

# YOUR COVER. CONTINUED



## 24 HOUR HOME EMERGENCY ASSISTANCE.

### THE MEANING OF WORDS

Any word or expression within the Policy Wording which has a specific meaning has the same meaning throughout the Policy Wording wherever it appears (as shown below) unless otherwise stated.

**We, us, our** - Allianz Global Assistance UK which administers the insurance on behalf of the Insurer.

**You, your** - The person named as the policyholder in the Schedule, their partner and members of their family living with them permanently, during the insurance period at the address shown in the Schedule.

**Home** - The insured property situated in the United Kingdom, Channel Islands or Isle of Man, the address of which is shown on your schedule. Please note that separate garages, outbuildings and conservatories are not covered.

**Emergency, emergencies** - A sudden unforeseen domestic situation which, if not dealt with quickly, would, in our opinion:

- make your Home unsafe or insecure;
- damage or cause more damage to your Home; or
- cause unreasonable discomfort, difficulties or risk to you.

**Contractor, contractors** - A qualified person who is approved and instructed by us to provide domestic Emergency repair services.

**Primary heating system** - The main heating system in Your home, including a domestic boiler, which serves pipework of not greater than one inch bore. This includes both the central heating and/or hot water systems and extends to:

- the programmer;
- the central heating pump; and
- thermostats.

Please note that We do not cover any form of solar heating or non-domestic central heating boilers and associated systems. Your central heating boiler should be serviced at least annually, in accordance with the manufacturer's recommendations

**Insurer** - AGA International SA

**Period of insurance** - The period of cover shown in your most recent policy schedule.

# YOUR COVER. CONTINUED

## 24 HOUR HOME EMERGENCY ASSISTANCE. CONTINUED



### **Introduction.**

This document explains the procedures you must follow if you need to make a claim or need help. It also explains the benefits, terms and conditions of this section.

It is important that you follow the steps shown to use the service, otherwise your claim will not be covered. Please keep this document in a safe place.

24 Hour Home Emergency Assistance is operative if your schedule shows that you have this cover.

### **Important Information.**

Thank you for taking out 24 Hour Home Emergency Assistance with us.

Your Policy Wording shows the policy you have chosen, the people covered and any special terms or conditions that may apply.

It is very important that you read the whole of this policy and make sure you understand exactly what is and is not covered and what to do if you need to claim.

If you need to contact us, you should call 24 Hour Home Emergency Assistance insurance on 020 8603 9776 or write to us at 102 George Street, Croydon, CR9 6HD.

### **Insurer.**

Your 24 Hour Home Emergency Assistance insurance is underwritten by AGA International SA and is administered in the United Kingdom by Allianz Global Assistance (A trading name of Mondial Assistance (UK) Limited).

### **How your policy works.**

Your policy and policy schedule is a contract between you and us. We will pay for any claim you make which is covered by this policy and happens during the Period of insurance.

Unless specifically mentioned the benefits and exclusions within each section apply to the insured Home. Your policy does not cover all possible events and expenses.

### **Cancellation rights/refunds.**

If the cover provided by this section does not meet your requirements or should you for any reason decide to cancel this section, you can do so within 14 days of the receipt of your documents. Please note that the refund will be provided by Allianz.

You can do this by writing to Allianz at:

Allianz Insurance plc  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

If, during this 14 day period, you have asked us to perform or provide the services given under this section of the policy, then we are entitled to recover from you all costs that have been incurred for the services performed or provided, if you still decide to cancel within the 14 day period.

Please note that your cancellation rights are no longer valid after this initial 14 day period.

### **How your data will be used.**

Information about your policy may be shared between Allianz, us and the Insurer for underwriting and administration purposes.

You should understand that the information you provide will be used by us, our representatives, the Insurer, other Insurers and industry governing bodies and regulators to process your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). We have taken steps to ensure your information is held securely.

Your information may be used by us, the Insurer and members of the Allianz Global Assistance Group and shared with Allianz companies for marketing and research purposes or to inform you from time to time about new products or services. If you do not want to receive marketing information please write to us at 102 George Street, Croydon CR9 6HD. You have the right to access your personal records.

### **Governing law.**

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

**CONTINUED OVERLEAF**



## 24 HOUR HOME EMERGENCY ASSISTANCE. CONTINUED

### **Contracts (Rights of Third Parties) Act 1999.**

The parties do not intend any term of the agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999.

### **Renewal of your insurance cover.**

The terms of your cover and the premium rates may be varied by us at the renewal date. Allianz Insurance plc will give you at least 21 days' written notice before the renewal date should this happen.

### **What is 24 Hour Home Emergency Assistance?**

24 Hour Home Emergency Assistance is designed to provide professional help and contribute towards the cost of repairs if an unexpected Emergency happens in your Home.

This section does not cover routine maintenance in your Home, or complete replacement of the Primary heating system.

### **Emergencies covered.**

Please also refer to General Exceptions and General Conditions which also affect the cover provided under this section. We will provide help for Emergencies that happen in your Home during the period of cover and are caused by one or more of the following.

### **Electrical supply.**

The sudden, unexpected and complete failure or breakdown of the electricity supply system.

### **Primary heating system.**

Complete failure or breakdown of either the heating or hot-water supply provided by the Primary heating system.

The heating system must have been properly installed, maintained or repaired as recommended by the manufacturer or installer.

We will expect there to be evidence of servicing and that a valid gas and safety certificate is in force.

If Your boiler is beyond economic repair We will only pay up to £500 (including VAT) towards the labour and parts to replace the boiler (cover only applies to boilers under 12 years of age only).

### **Plumbing and drainage.**

Failure of, or damage to, the plumbing or drainage system which will result in water damage inside your Home. This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets); and
- blocked drains.

### **Uninhabitable accommodation cover.**

If no one can live in your Home as a result of an Emergency, we will pay all your reasonable costs in getting basic accommodation for one night, as long as we approve it beforehand.

### **Uninhabitable accommodation pet cover.**

If your Home cannot be lived in because of an Emergency, we will pay for accommodation for one night for your domestic pets that normally live within your Home, as long as we approve it beforehand.

### **Gutters and downpipes.**

The downpiping and guttering has either failed or been damaged, and flooding or water damage inside your Home is a likely result of that failure or damage.

### **Lost keys.**

The loss of the only available key to the home so that you cannot replace it or get into your Home.

# YOUR COVER. CONTINUED



## 24 HOUR HOME EMERGENCY ASSISTANCE. CONTINUED

### **Security and glazing.**

Sudden and unexpected failure of, or damage not caused by you to, outside locks, doors or windows which means that your Home is no longer secure.

### **Roofing.**

Damage to the roof of your Home caused by poor weather conditions or fallen trees.

### **Vermin.**

If you need to remove rats, mice, cockroaches or wasps nests from your Home (but not for animals and insects already in your Home before you took out cover).

### **Emergency benefits.**

If there is an Emergency that is covered by 24 Hour Home Emergency Assistance, we will provide initial advice and arrange for a Contractor to come to your Home. We will pay up to £500 (including VAT) for each Emergency towards labour costs (including a call-out charge), materials and parts that are needed for Emergency repairs in your Home.

### **Please note the following:**

You must take reasonable care, maintain your Home and its equipment in good order, and take all reasonable precautions to prevent loss or damage.

If you make a fraudulent claim or act fraudulently to get benefit under this section, all benefits will be cancelled. We may take proceedings, at our own expense, in your name to get back any amount we have paid under this section.

### **GENERAL EXCEPTIONS - WHAT IS NOT COVERED:**

- any Emergency arising within 30 days of the policy start date, unless this is a renewal of your 24 Hour Home Emergency Assistance Policy;
- costs we have not authorised. Always telephone us first;
- routine maintenance of equipment, supplies or services in your Home;
- repairs to any system, equipment or facility which has not been installed, maintained or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any manufacturer's or designer's fault;
- materials or labour charges covered by a manufacturer's, supplier's or installer's guarantee or warranty;
- cesspits, septic tanks and central-heating fuel tanks;
- any wilful act by you, or something you fail to do;
- claims that happen when your Home is left unoccupied for more than 30 days in a row;
- claims arising from the interruption, failure or disconnection of public services to your Home (including the electricity, water or gas supply), however they are caused;
- claims arising as a result of wear and tear;
- any destruction or damage to any property or any loss or legal liability directly or indirectly caused by or arising from:
  - radioactive contamination;
  - war, invasion, act of foreign enemy, act of terrorism, hostilities (whether declared or not), civil war, rebellion, revolution, or military or usurped power;
  - riot, violent disorder, civil commotion, strikes or labour disturbances; or
  - pollution or contamination of any kind.
- any additional loss resulting from a claim covered by this section;
- any form of solar heating and any non domestic central heating boiler and associated system or boilers not serviced in accordance with the manufacturer's recommendations. Failure of the Primary heating system due to you not lighting it or turning it on, or failing to adjust timing or temperature controls;
- replacement of boilers, heaters, radiators or hot water cylinders;
- boilers which are over 12 years old or where the work relates to maintenance or a fault in the Primary heating system;
- blocked toilets and drains not causing water damage inside the property or replacement water tanks or hot-water cylinders;
- accidental damage to glass or replacement glass;
- any matters relating to security alarms;
- flat roofs;
- Cost of repairing a boiler that is beyond economic repair;
- Boilers that have previously been deemed to be beyond economic repair and have not been replaced.

**CONTINUED OVERLEAF**

# YOUR COVER. CONTINUED



## 24 HOUR HOME EMERGENCY ASSISTANCE. CONTINUED

### GENERAL CONDITIONS.

We will act in good faith in all our dealings with you.

We will only pay the benefit under this section if you contact us first.

1. We will make reasonable attempts to find a suitable Contractor, as long as the service is not affected by:
  - poor weather conditions;
  - industrial disputes (official or not);
  - failure of the public transport system (including the road network); and
  - other circumstances that prevent access to your Home or otherwise make it impractical to offer the service.
2. We will be entitled to:
  - refuse to help if, in our opinion, your Home or services have not been maintained in a safe or serviceable condition; decide on the most appropriate way of providing help, although we will take account of your wishes whenever possible;
  - settle our part of the claim if you have any other insurance covering the same loss or damage; and
  - cancel this insurance if you give us false information or do not give us the information we need (in such cases we will repay any premium that is due to you).
3. You will be responsible for Contractor's call out charges if:
  - having asked for help, you are not at home when the Contractor arrives; or
  - if it is for replacement of boilers, heaters or radiators (boilers which are over 12 years old or where the work relates to maintenance or a fault in the heating system).
4. If you need more than the cover provided by 24 Hour Home Emergency Assistance, we will still offer you help up to the section limits shown under the heading "Emergency Benefits", but you will have to pay excess costs direct to the Contractor when they provide the service.
5. We will arrange to supply and fit replacement parts when they are needed and if they are covered under the section. If you ask that better parts are fitted, you will have to pay the extra cost. We are not responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.
6. The laws of England and Wales will apply to this insurance, unless you and we have agreed otherwise.

### MAKING A COMPLAINT.

We aim to provide you with a first class policy and service. However, there may be times when you feel we have not done so. If this is the case, please tell us about it so that we can do our best to solve the problem. If you make a complaint, your legal rights will not be affected.

In the first instance, please contact:

Customer Support  
Mondial Assistance (UK) Ltd  
Mondial House  
102 George Street  
Croydon  
CR9 6HD

Telephone: 020 8603 9853

Email: [customersupport@mondial-assistance.co.uk](mailto:customersupport@mondial-assistance.co.uk)

Please supply us with your name, address, policy number and claim number, where applicable and enclose copies of relevant correspondence as this will help us deal with your complaint in the shortest possible time.

If you are not satisfied with our final response, you can refer the matter to the Financial Ombudsman Service.

# PROTECTING YOUR HOME AND BELONGINGS.

We offer the following hints on precautions worth taking.

## **Fire Prevention.**

Check your electrical equipment regularly. Make sure that you use the correct fuses and do not overload the circuits. Ask for the help of a qualified electrician if you are in doubt.

If you leave Your home for more than 24 hours, switch off the electricity at the mains or unplug all appliances (you may need to keep the refrigerator, freezer or heating systems in use). Always unplug non-essential electrical appliances before you go to bed at night, especially electric blankets and television sets.

Fires often happen in kitchens. You can put out chip pan fires by shutting out the air. Cover the pan with a lid or thick damp cloth. Do not use water. Remember safety first; call the emergency services.

## **Flood.**

1. Gather essential items together either upstairs or in a high place.
2. Fill jugs and saucepans with clean water.
3. Move your family and pets upstairs, or to a high place with a means of escape.
4. Turn off gas, electricity and water supplies when floodwater is about to enter Your home if safe to do so.
5. DO NOT touch sources of electricity when standing in floodwater.
6. Keep listening to local radio for updates or call Floodline on 0845 988 1188.
7. Floodwater can rise quickly, stay calm and reassure those around you. Call 999 if you are in danger.
8. Avoid walking or driving through floodwater.
9. Keep children and vulnerable people away from floodwater.
10. Wash your hands thoroughly if you touch floodwater.

## **Water Damage.**

Lag exposed water pipes and tanks in the roof area.

Turn off the water and drain the system if you leave Your home without heat in winter.

If pipes freeze despite your precautions, thaw them out slowly using hot water bottles. Never use a blowlamp.

## **Security.**

1. Never leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside the home.
2. When upstairs, avoid leaving doors and windows open downstairs.

3. Don't leave small valuables, money, handbags, wallets and purses where they can be easily seen from outside.
4. If you go out in the evening, leave a light on in a living room or bedroom. Leaving an outside or landing light on is not sufficient: the home must look lived in.
5. Never leave ladders or tools lying around: these will encourage rather than deter an opportunist thief.
6. Close and lock all garages, sheds and other outbuildings.
7. Join a local Neighbourhood Watch Scheme or consider starting one in your area.
8. Don't let strangers into Your home unless they give you official proof of their identity. If you are suspicious, telephone the company concerned for verification while your caller waits outside behind the locked front door.
9. Remember to cancel milk and newspaper deliveries before you go on holiday and ask a trusted neighbour to keep an eye on Your home and leave a spare key with them.
10. Keep a record of your possessions, for example, the serial numbers of televisions and video recorders, and use a security marker which writes in invisible ink to mark your postcode and house number (this ink can only be read under ultraviolet light). Retain copies in a safe location.
11. Keep receipts, obtain valuations and take photographs of jewellery and any other valuable or unusual items. Photographs are an enormous help to the police for identifying stolen property and returning it to the rightful owner.
12. Further information on protecting Your home can be found on the following Home Office websites: [www.crimereduction.homeoffice.gov.uk/cpghs.pdf](http://www.crimereduction.homeoffice.gov.uk/cpghs.pdf) and; [www.homeoffice.gov.uk/secureyourhome](http://www.homeoffice.gov.uk/secureyourhome)

## **Security Safes.**

Safes offer an additional level of protection for your valuables against thieves. A safe should be carefully chosen taking into consideration the value of the items intended to be locked within, where it is to be located within your property and any future purchases of valuables that you may make. Safes are normally awarded a 'cash rating' which indicates the maximum level of cash that should be held within. The cash rating will be based on the safe's ability to withstand fire and attack. For most safes, the awarded cash rating can be multiplied by ten in order to find the equivalent valuables limit e.g. Cash rating £1,000 = Valuables rating £10,000. A safe supplier will be able to advise you on the type of safe that is best for your needs.

If you would like information on anything mentioned above or anything affecting this policy, contact us and we will be happy to give all possible help.

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