

# Your Santander home insurance policy



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# Important phone numbers

You can phone us on the helpline numbers shown below. Please note that each helpline has been established to deal specifically with the queries relevant to that helpline; for example, the Legal Advice Helpline will not be able to provide any information on any household insurance claim **you** may have. Calls may be recorded or monitored.

## Customer Service Helpline

If **you** have a question about **your** policy, please call:



**0845 602 6030**

This helpline is open between 8am and 9pm Monday to Friday and 8am and 4pm on Saturdays.

We are closed on Sundays and Bank Holidays.

## Claims Service Centre Helpline

If **you** want to make a claim or require emergency assistance, please call:



**0845 602 6040**

This line is open 24 hours a day, 365 days a year.

If a tradesperson visits **you** as a result of calling the helpline, **you** must pay any charges they make. If the problem is covered by **your** policy **you** will be able to reclaim the charges, less any **excess**.

## Legal Advice Helpline

For advice on legal matters, call our Legal Advice Helpline. A team of lawyers is ready to help.



**01775 764 176**

This helpline is open 24 hours a day, 365 days a year.

Please note: this helpline is only available for legal enquiries. All policy or claims enquiries should be made to the relevant number, detailed opposite.

# The policy

This policy is a contract between **you** and **us**. The policy booklet provides details of the cover provided and what to do if **you** have any questions or need to make a claim.

Please read this policy booklet along with **your statement of facts, schedule** and any **endorsements** so that **you** can be sure what **you** are covered for. The level of cover **you** have chosen is shown in **your schedule**.

**Your** cover is based on the information given in **your statement of facts** – **you** must let **us** know straight away if this information is no longer correct or if **your** circumstances change, as the policy may no longer be suitable, or **your** terms and conditions of cover could be affected or even cancelled. **You** can read more about this in General Condition 1 on page 10.

On pages 9 to 12 **you** will find conditions and exclusions which apply to all parts of the policy except for family legal protection. Please read these pages carefully.

**You** will find details about settling claims for **buildings** and **contents** on pages 18 and 26.

If **you** have any queries regarding **your** policy please refer to the 'Important phone numbers' section on page 3.

## Rights of cancellation

**You** have a statutory right to cancel **your** policy within 14 days (the cooling off period) from the day of purchase, renewal or the day on which **you** receive **your** policy documentation, whichever is the later.

If **you** wish to do so, **you** will be entitled to a full refund of the premium paid for the period following the initial purchase or renewal date. If **you** have made a claim during this 14 day period and then cancel within the statutory cooling off period, **we** may seek to recover any monies paid to **you** in settlement of the claim.

To exercise **your** right to cancel, please contact:



Customer Service Centre  
Santander  
PO BOX 1057  
Bradford BD1 4XB

Or call:



**0845 602 6030**

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights after the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

## The service that Santander provides

Santander UK plc acts for **you** as an insurance intermediary and is authorised and regulated by the Financial Services Authority.

The **insurer** of **your** policy is CGU Underwriting Limited. A member of the Aviva Group. If **you** have chosen the family legal protection option, this is insured by Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's.

This policy is issued by Santander UK plc on behalf of the insurer(s).

Thank **you** for choosing Santander.

# Definitions

Certain words are defined and wherever they are used they will have the meanings shown below. To help you identify these words they have been printed in **bold** throughout the policy booklet, **your schedule** and **your statement of facts**.

## Accidental damage

Damage caused by a single unexpected event.

## British Isles

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

## Buildings

- The house and outbuildings, e.g. sheds and greenhouses used for domestic purposes
- Septic tanks and cesspits
- Oil tanks
- Fixtures, fittings and decorative finishes
- Swimming pools, ponds, tennis hard courts, garden walls, patios, terraces, hedges, fences, gates, paths and drives

all at the address shown in **your schedule**.

If **you** live in a flat or maisonette, buildings includes the shared parts which, under the terms of **your** lease or tenancy agreement, **you** are responsible for and must replace or repair.

## Contents

### We cover

**Your** furniture, clothing and personal belongings which **you** or **your household** are legally responsible for. This includes:

- Money
- **Credit cards** following fraudulent use
- Metered water and domestic oil

- Fixtures and fittings in the **home** and its domestic outbuildings at the address shown in **your schedule** which **you**, as a tenant, are legally responsible for in the terms of **your** lease or tenancy agreement
- **Office equipment** kept within **your home**
- **Valuables**.

### But we do not cover

- **Motor vehicles**, caravans, trailers, watercraft, boards or any other craft designed to be used in or on water, aircraft, or parts and accessories for any of them
- Livestock and pets
- Plants, trees, shrubs or bushes of any kind
- Share certificates and other documents with a cash value
- Landlord's fixtures and fittings which **you** are not responsible for under the terms of **your** lease or tenancy agreement
- **Office equipment** kept in any outbuilding or garage
- **Money** held or used for any business purposes
- Business tools or any other business items not used as **office equipment**.

## Credit card(s)

Credit cards, charge cards, debit cards, cheque cards and cash cards that belong to **you** or any member of **your household** and are used for private or domestic use.

## Endorsement

A change to the standard cover and/or conditions detailed in this policy.

## Essentials

Your **schedule** will confirm which **home** insurance option **you** have selected.

The Essentials option provides cover up to the sum insured specified by **you**. Individual limits apply to certain areas of cover. These limits are clearly detailed in **your schedule**. **You** should regularly review the sum insured selected and individual limits, to ensure these are adequate.

## Excess

The first part of the cost of a claim which **you** bear and which will be deducted from **your** claim.

A compulsory excess is one **we** apply and a voluntary excess is one chosen by **you** which is in addition to the compulsory excess. The excess applying to each section of **your** policy is detailed in **your schedule**. If an **endorsement** relates to an excess this is applied in addition to any compulsory or voluntary excess.

## Flood

Any inundation of water such as from rivers, lakes and sea or from artificial watercourses such as drains and sewers or from overland flow.

Examples of floods include (but are not limited to):

- Sewers backing up and water or sewage entering property through drains and toilets
- Temporary rise in ground water levels
- Heavy rain causing flash flooding
- Water running off third party land
- River bursting its bank.

## Home

The total area of the plot on which the **buildings** stand, as described in the title deeds, at the address shown in **your schedule**.

## Household

All members of **your** family and any other people (but not boarders, lodgers, paying guests or tenants) who permanently live with **you** in **your home**.

## Money

Current bank notes and coins, cheques, postal and money orders, postage stamps that are not part of a stamp collection, savings stamps and savings certificates, phone cards, utility top-up cards, luncheon vouchers, travellers cheques, travel tickets, premium bonds, prepaid tickets and gift vouchers, except any items held for business purposes.

## Motor vehicles

Electrically or mechanically propelled or assisted vehicles of all types. However, for the purposes of this policy, the following are not classed as motor vehicles and can be covered under the **contents** section:

- Domestic gardening machinery
- Electrically or mechanically powered wheelchairs
- Electrically or mechanically powered toys, models or golf trolleys which are controlled by someone on foot.

## Office equipment

Office furniture, computers, including their keyboards, visual display units, printers, word processors, fax machines, photocopiers, typewriters and telecommunications equipment.

## Peace of Mind

Your **schedule** will confirm which **home** insurance option **you** have selected.

The Peace of Mind option provides an unlimited sum insured for **your buildings** and also for **contents** where the property has less than six bedrooms. For properties with six or more bedrooms, the **contents** sum insured is specified by **you** – the minimum sum insured is £35,000.

Individual limits apply to certain areas of cover. These limits are clearly detailed in **your schedule**. **You** should regularly review these limits, to ensure these are adequate.

## Period of cover

The period shown in **your schedule** for which we have agreed to accept and for which **you** have paid or agreed to pay a premium.

## Personal possessions

### We cover

**Your** personal property designed to be worn, used or carried, which **you** and **your household** are legally responsible for.

### But we do not cover

- **Money, credit cards**, share certificates and any documents with a cash value
- **Motor vehicles**, caravans, trailers, watercraft, boards or any other craft designed to be used in or on water, aircraft, or parts and accessories for any of them
- Livestock and pets
- Household goods and domestic appliances
- Property held for any business purposes
- Plants, trees, shrubs or bushes of any kind.

## Schedule

Details the sections of this policy which **you** have chosen, the sum insured for each area of cover, and shows any **endorsements** or **excesses** which apply.

## Statement of facts

Details the information **you** supplied to enable **us** to provide the cover shown in **your schedule**.

## Terrorism

Any act or acts including but not limited to:

- a) The use or threat of force and/or violence; and
- b) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s), or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

## Unoccupied

When **your home** is:

- Not being lived in by **you**, a member of **your household** or any other person with **your** permission; or
- Insufficiently furnished for normal living purposes.

Please also refer to the unoccupied **homes** condition on page 9.

## Us/we/our/insurer

CGU Underwriting Limited. A member of the Aviva group.

## Valuables

Items containing precious metals or precious stones, jewellery, watches, furs, curios, works of art (including paintings and pictures), stamp or coin collections, photographic equipment and musical instruments.

## You/your

The policyholder(s) referred to in the **schedule**.

# Making a claim

If at any time **you** have to make a claim, **we** will always try to make the process as quick and as easy as possible.

**We** will help keep paperwork to a minimum and **our** experienced claims advisers will be able to provide **you** with advice and guidance. In many cases **we** can even put **you** directly in touch with one of **our** approved suppliers who guarantee to put things right with a replacement or repair as quickly as possible. Any permanent repairs made by **our** approved suppliers are guaranteed for 12 months.

## This is what you need to do

- If the insured property has been stolen, lost or maliciously damaged, tell the police immediately
- Remember to keep any damaged items as **we** may need to see them
- To arrange for temporary repairs to prevent further damage, register **your** claim or for advice and guidance please call



**0845 602 6040**

This helpline is open 24 hours a day, 365 days a year. If a tradesperson visits **you** as a result of calling the helpline, **you** must pay any charges they make. If the problem is covered by **your** policy **you** will be able to reclaim the charges, less any **excess**.

# Conditions and exclusions which apply to the whole of this policy

## Claims conditions

### 1 Preventing loss

You and your household must take all reasonable steps to:

- a) Prevent loss, damage or injury; and
- b) Keep the home in reasonable condition and repair.

### 2 When an event likely to result in a claim happens, you must tell us about it as soon as you can.

### 3 For loss, damage or breakage claims, you must do the following:

- Give us all information and evidence and all other reasonable assistance that we may request. We do not normally pay for any expense you may incur in providing this information
- Do not arrange any repairs or dispose of any damaged items until agreed by us, as we may need to see them
- Tell the police immediately about any loss or damage by theft, malicious acts or riot, strikes, civil commotion or labour disturbances
- If the loss or damage is due to riot, strikes, labour disturbance, civil commotion or malicious acts in Northern Ireland, you must tell the local authority under the terms of the relevant legislation
- Not abandon any property to us.

### 4 If an incident occurs which could result in anyone making a claim against you, you must:

- Tell us as soon as you can
- Send us any letter, claim, writ, summons or other legal document unanswered as soon as you receive it
- Not admit liability, offer or negotiate any payment of claim unless we say you can.

### 5 Unoccupied homes

a) When the home is unoccupied for more than 30 consecutive days if you have the Essentials option, or 60 consecutive days if you have the Peace of Mind option, cover for theft or attempted theft, malicious acts or vandalism, escape of water or oil, freezing or bursting of any plumbing, accidental breakage of fixed glass or sanitary fittings and accidental damage to the home is only provided if:

- All locks, bolts and security devices are in operation
- The water and heating systems have been turned off at the mains and drained, unless the central heating system is kept running to maintain a temperature of 15°C throughout the home during the period 1 October to 31 March
- Any gas or oil supply has been turned off at the supply tank
- A responsible person inspects the inside of the home at least every seven days. If the central heating system is kept running the inside of the home must be inspected every 48 hours.

b) You should tell us, if the home is:

- Regularly unoccupied for more than four days at a time; or
- Unoccupied for more than six months; or
- Unoccupied when your policy is due to renew.

### 6 Fraud

If any claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit by you or anyone acting on your behalf including exaggeration of the claim or submission of forged or falsified documents you will not be entitled to any benefit under this policy and criminal proceedings may follow.

We can recover from **you** any monies paid in relation to a claim, in the event that **your** claim is found to be fraudulent.

## 7 Other insurances

If **you** have other insurance covering the same loss, damage or liability, **we** will settle **your** claim on a proportionate basis. For example, **your personal possessions** may be covered under a **home** insurance policy as well as a separate travel insurance policy.

## 8 Our rights and responsibilities

The payment of claims is dependent on **your** recognition of **our** right to:

- Take over or investigate and conduct in **your** name any negotiations or legal action in connection with the claim under the policy
- Take any proceedings necessary to recover any payment made under this policy, for **our** own benefit.

We will do this at **our** own expense.

## 9 Arbitration

If **we** accept a claim but there is a dispute over the amount to be paid for that claim under this policy, the dispute may be referred to an independent arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**. This does not affect **your** right to refer the matter to the Financial Ombudsman Service.

## 10 Matching of items

We will not pay for replacing or working on any undamaged or remaining items just because they form part of a set, suite, group or collection of articles of a similar type, colour, pattern or design.

## General conditions

### 1 Change in circumstances

During the **period of cover** you must tell us:

- a) If there is any change to the insured address shown in **your schedule**.
- b) If **your home** is **unoccupied** for more than six months, or regularly **unoccupied** for more than four days at a time.
- c) If **your home** is lent or let while **you** or **your household** are living elsewhere for more than 30 consecutive days.
- d) If **you** start to run a business from the **home** or have boarders, lodgers, paying guests or tenants.
- e) If **you** change **your home** in some way which could affect the cost of rebuilding **your home**, e.g. add an extension or an additional room or install central heating.
- f) If **you** carry out any structural alteration to **your home**.
- g) Any other change in circumstances which could increase the possibility of a loss, e.g. change in occupation or any convictions.
- h) If **you** have any new **contents** which may affect the sum insured and **you** have the **Essentials** option.
- i) If **you** have any new **contents** which may affect the sum insured and **you** have the **Peace of Mind** option and **your home** has six bedrooms or more.

**Your** cover may be amended, or cover cancelled or an additional premium charged. **Your** policy may no longer be suitable and **you** may need to review the level and type of cover **you** have so that **you** are not underinsured.

### 2 Inflation protection

#### Essentials option

To ensure that **your** cover is protected against the effects of inflation, the sum insured shown in **your**

**schedule** will be adjusted by **us** at renewal. For **buildings**, this adjustment will be in line with the latest value in the House Rebuilding Cost Index, prepared by the Royal Institution of Chartered Surveyors or an alternative index, at **our** discretion.

For **contents**, **your** cover is reviewed against the Consumer Durables section of the Retail Price Index, prepared by the Office for National Statistics or an alternative index, at **our** discretion. Any changes will be reflected in the premium quoted at renewal. Please note, inflation protection does not apply to **personal possessions** and **you** will need to review the level of cover provided under this section.

#### Peace of Mind option

To ensure that **your buildings** cover is protected against the effects of inflation, the cost of rebuilding **your** property will be adjusted by **us** at renewal. The adjustment is in line with the latest value in the House Rebuilding Cost Index, prepared by the Royal Institution of Chartered Surveyors or an alternative index, at **our** discretion.

For **contents**, **your** cover is reviewed against the Consumer Durables section of the Retail Price Index, prepared by the Office for National Statistics or an alternative index, at **our** discretion. Any changes will be reflected in the premium quoted at renewal. Please note, inflation protection does not apply to **personal possessions** and **you** will need to review the level of cover provided under this section.

### 3 Payment of premiums

If **you** do not pay any premium or other amount due under this policy, Santander can cancel the policy with effect from the date the premium became due, irrespective of when **you** have chosen to set up **your** Direct Debit, by giving **you** 14 days' notice in writing.

### 4 Renewal of your policy

**We** may automatically renew **your** policy. If **we** do then **we** will write to **you** at least 21 days before the end of the **period of cover** providing **you** with details of **your** insurance cover or, if the policy is no longer offered, Santander may provide **you** with the terms of any policy offered by another

insurer. **We** will provide **you** with details of the premium payable for the next **period of cover** and details of any changes to the policy. If **you** do not want **your** policy renewed then please let **us** know when **you** receive **your** renewal communication.

**Our** renewal of **your** policy will be based on the information that **we** currently hold on **you**. **You** must therefore advise **us** if there have been any changes in **your** circumstances, including any changes which may have happened since **your** last renewal or when **you** took out the policy.

In some cases **we** may consider it inappropriate to renew **your** policy. If this happens **we** will advise **you** of this before the end of the **period of cover**.

### 5 Cancellation

**We** can cancel the policy by sending 14 days' notice in writing to **your** last known address.

Any refund Santander pays will depend on how long the policy has been in force and if **you** have made a claim.

Following the expiry of **your** statutory cooling off period of 14 days, **you** have the right to cancel **your** policy at any time during its term. If **you** have not made a claim during the current **period of cover**, **we** will refund the premium **you** have paid for the cancelled **period of cover**, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and **we** reserve the right to include an additional charge of up to £40 (inclusive of Insurance Premium Tax where applicable) to cover the administrative cost of providing the cover.

To cancel **your** policy, please contact:



Customer Service Centre  
Santander  
PO BOX 1057  
Bradford BD1 4XB

Or call:



0845 602 6030

## General exclusions

### We will not pay for

- 1 Any loss, damage, injury or legal liability directly or indirectly caused by the following:
  - a) **Radioactive contamination**  
Ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear equipment or nuclear assembly or component.
  - b) **Sonic bangs**  
Loss or damage directly caused by pressure waves from aircraft or other flying objects travelling at sonic or supersonic speeds.
  - c) **War**  
Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event:
    - War, invasion, act of foreign enemy hostilities, or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - d) **Terrorism**  
This **terrorism** exclusion only applies in respect of sections 1, 2 and 3 of **your** policy.
  - e) Any action taken in controlling, preventing, suppressing or in any way relating to c) or d) above.
- 2 **Confiscation**  
Loss of or damage to any property due to it being confiscated, seized or destroyed by order of any government, public or local authority.
- 3 **Uninsured risks**  
Loss or damage caused by the following:
  - a) Wear and tear or loss of value and the cost of maintenance or routine redecoration;
  - b) Rot, fungus, woodworm, insects or vermin (including all squirrels);
  - c) Any other gradual cause except for subsidence, ground heave or landslip;
  - d) Damage due to faulty workmanship, defective design or materials;
  - e) Dyeing, cleaning, restoring, repairing or dismantling items, or electrical or mechanical breakdown;
  - f) Rusting or corrosion.
- 4 **Deliberate acts**  
Loss or damage that **you** or **your household** cause deliberately.
- 5 **Loss of value**  
Loss of value resulting from lost or damaged property being replaced or repaired.
- 6 **Business liability**  
Any liability arising from any business, profession or employment unless specifically agreed in advance by **us** in writing.
- 7 **Pollution or contamination**  
Pollution or contamination unless caused by:
  - a) A sudden and unforeseen and identifiable accident;
  - b) Leakage of oil from any fixed heating installation within **your home**;and the whole event happened at a specific time within a **period of cover**.
- 8 Failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date, or to continue to function correctly beyond that date. This shall not exclude any resulting loss or damage otherwise insured by this policy.
- 9 Any loss, damage, injury or accident that happens before **your** cover starts.
- 10 Property more specifically insured by another policy.
- 11 Any subsequent loss of profits or turnover resulting from any cause.
- 12 Any loss or damage or legal liability directly or indirectly arising from computer viruses or erasure or corruption of electronic data.

# Section 1

## Buildings

### A Primary cover

#### We will pay

Up to the amount shown in **your schedule** for loss or damage to **your buildings** during the **period of cover** caused by the following:

- 1 Fire or smoke.
- 2 Lightning.
- 3 Explosion.
- 4 Earthquake.
- 5 Riot or civil commotion, strikes, labour disputes or political disturbances.
- 6 Collision or impact involving any vehicle, train, aircraft or other aerial device or anything dropped from them, animal, falling tree, lamppost, telegraph pole, aerial or satellite dish.
- 7 Theft or attempted theft.
- 8 Malicious acts or vandalism.
- 9 Storm or **flood**.

#### We will not pay

- Any **excess** amount
  - The cost of removing fallen trees unless the **buildings** are damaged when the tree fell
- 6 Loss or damage caused by pets.
  - 7 a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.  
b) Loss or damage caused by **you, your household, your** domestic employees, boarders, lodgers, paying guests or tenants.
  - 8 a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.  
b) Loss or damage caused by **you, your household, your** domestic employees, boarders, lodgers, paying guests or tenants.
  - 9 a) Damage to gates, hedges or fences.  
b) Loss or damage caused by frost, subsidence, heave or landslip.

### We will pay

- 10 Water or oil escaping from any washing machine, dishwasher or fixed water installation or heating system.

### Tracing and accessing leaks

- 11 Up to the amount shown in **your schedule** for the reasonable costs involved in tracing the source of the leak and the making good of any damage caused during the search, if the **buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **home**.
- 12 Subsidence or ground heave of the site on which the **buildings** stand, or landslip.

### We will not pay

- 10 a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.
- b) Damage to the installation or appliance from which the water escapes.
- 12 a) The first £1,000 of any claim for loss or damage.
- b) New structures bedding down or the settlement of newly made-up ground.
- c) Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the **buildings** are damaged at the same time by the same direct cause.
- d) Damage to central heating oil tanks, swimming pools, ponds, tennis courts, patios, terraces, septic tanks, cesspits, drives, footpaths, garden walls, hedges, gates and fences unless **your** private residence is damaged at the same time and by the same direct cause.
- e) Damage caused by faulty design, materials or workmanship.
- f) Damage caused by demolition or structural repairs or alterations to the **buildings** unless the damage is as a result of work being carried out in connection with a claim under the policy.
- g) Damage caused by river or coastal erosion.
- h) Loss or damage caused by the action or reaction of chemicals on or with any materials which form part of the **buildings**.

### We will pay

- 13 The cost of repairing any plumbing in the **home** after any damage caused by freezing.

### Accidental damage to drains and pipes

- 14 a) **Accidental damage** to drains, pipes, cables, underground tanks and their inspection covers which provide services to or from the **home**;

b) Up to the amount shown in **your schedule**, for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful;

for which **you** are legally responsible.

### Accidental breakage of glass and sanitaryware

- 15 Accidental breakage of fixed glass and sanitaryware in the **home**.

### Theft or loss of keys

- 16 The cost of replacement and installation of door locks including keys following the theft or loss of keys to **your home**, including the cost of new keys for any safe within **your home**.

### Emergency services

- 17 Damage to **your home** caused by forced access to deal with a medical emergency or to prevent insured damage to **your home**.

### We will not pay

- 13 Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.

- 14 a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.

b) Damage caused by a blockage in a pipe that happened before this policy started.

c) For damage due to a fault or limit of design, manufacture, construction or installation.

- 15 a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.

b) Accidental breakage of moveable ceramic hobs.

c) Damage to secondary double glazing whilst removed for any reason.

- 16 For the **Essentials** option:

a) more than the amount shown in **your schedule**

b) for loss of keys

## We will pay

### Clearance costs and fees

**18** Any reasonable fees and clearance costs which arise as a result of any insured damage within this section and which **we** have approved.

### Relevant legislation requirements

**19** The extra cost of rebuilding or repairing the damaged part of the **home**, arising as a result of any insured damage within this section, so it complies with any relevant legislation.

### Temporary accommodation and loss of rent

**20** Up to the amount shown in **your schedule**, for:

- a) All reasonable costs necessary to provide comparable alternative accommodation for **your household** and **your pets** if **you** usually live in the **home** but cannot because of a cause listed in this Section 1.
- b) Loss of rent due to **you** from tenants if the **home** cannot be lived in because of loss or damage arising from any cause listed in this Section 1.

### Selling your home

**21** If **you** are selling **your home** and/or buying another property, with a mortgage from Santander UK plc or Alliance & Leicester plc, the new property will be insured against loss or damage arising from any cause listed in this section for up to three months until completion after the contracts are exchanged or, in Scotland, the conclusion of missives. If the time exceeds three months please contact Santander.

Where **you** are selling **your home** **we** will pay for loss or damage arising from any cause listed in this section during the period between exchange of contracts and completion date to any purchaser of **your home**. **Our** liability for **your home** will end

## We will not pay

**19** Damage if **you** have received a legal notice to carry out the repairs before the damage occurred.

- 20**
- a) The cost of food and drink.
  - b) Fuel bills, council tax or other charges which **you** would have paid if **you** were still living in the **home**.
  - c) Any increased cost for alternative accommodation which is of a higher standard than that provided by the **home**, or the part of the **home** in which **you** live.
  - d) Any rent or costs where the letting has not been agreed by **us**.
  - e) Rent or costs for any period longer than is necessary to make good the insured damage.

**21** Loss or damage if insured elsewhere.

## We will pay

when **you** insurable interest in the **home** ends, which is normally when **you** vacate the **home** following completion and **you** hand over the keys to the buyer.

### Your liability as owner of your home

- 22 a) Up to the amount shown in **your schedule** (plus costs agreed between **us** in writing), which **you**, as owner (but not occupier) of **your home**, are legally liable to pay for:
- Death, injury, illness or disease of any person
  - Loss of or damage to property which **you** or a member of **your household** do not own or have responsibility for

that happens during the **period of cover**.

### Your liability for previous homes

- b) Up to the amount shown in **your schedule** (plus costs agreed between **us** in writing), which **you**, as the previous owner or occupier of any home, are legally liable to pay for:
- Death, injury, illness or disease of any person
  - Loss of or damage to other people's property arising from a defect in the **home** due to works carried out during the **period of cover**. If the **buildings** section of **your** policy is cancelled, this part of **your** cover will continue to apply, where liability arises out of any relevant legislation for claims arising from **your** owning and occupying any previous home

### Solicitor's fees

- c) Solicitor's fees for:
- Representing **you** at any Coroner's inquest or fatal accident enquiry
  - Defending **you** in any court of summary jurisdiction arising out of any possible claim

Note:

**You** should read the 'Definitions' and 'Conditions and exclusions which apply to the whole of this policy' sections. **You** will find them on pages 5 and 9.

## We will not pay

- 22 a) Loss, damage, death, injury, illness or disease:
- Arising out of any deliberate act
  - Arising out of **your** own employment, business or profession or that of any member of **your household**
  - Suffered by **you** or any member of **your household**
  - Arising out of **your** capacity as occupier of **your home**
- b) Loss, damage, death, injury, illness or disease:
- Insured under any other current policy
  - Insured under any future policy if the **buildings** section of this policy has been cancelled
  - For liability arising from an incident which happens over seven years after this insurance ends or **your** home was sold
  - The cost of correcting any fault or alleged fault
  - Arising out of **your** own employment, business or profession or that of any member of **your household**
  - Suffered by **you** or any member of **your household**

# Section 1

## Buildings

### B Extended accidental damage

Your schedule will show whether you have this.

#### We will pay

Up to the amount shown in your schedule, for accidental damage to the buildings during the period of cover.

#### We will not pay

- a) Any excess amount.
- b) Damage when your buildings are unoccupied for the period of time shown in the unoccupied homes condition, unless you have kept to the requirements of that condition. See page 9.
- c) Damage from a cause listed in or specifically excluded from another section of this policy.
- d) Damage while the buildings or any part is lent or let.
- e) Damage to hedges.
- f) Damage caused by mechanical or electrical breakdown.
- g) Damage due to faulty workmanship, defective design or materials.
- h) Damage caused by pets.
- i) Damage caused by the ground settling or shrinking.
- j) Damage caused by atmospheric or climatic conditions or frost.
- k) Damage caused by demolition or structural alteration.

### Settling your buildings claims

- 1 We will pay at our option as described below:
  - i) the cost of repair; or
  - ii) the cost of replacement; or

- iii) make a cash payment based on the cost of repair or replacement.

If you have the Essentials option, the sum insured must represent the full rebuilding cost at the time of loss or damage. If it does not then payment will be made after a deduction for wear, tear or maintenance.

- 2 If you have not kept the buildings in a reasonable state of repair, we will make a deduction for wear and tear.
- 3 If any repairs or replacements are not carried out, we will pay the market value of the home less the value of the home following the damage. The market value is the cost of buying the home (in an undamaged state) on the open market at the time of the loss or damage.
- 4 We will not pay more than the cost at which the home could have been repaired if the work had commenced as soon as authorised by Santander.
- 5 Subject to paragraph 6 below, we will pay settled claims under Section 1 – buildings to you. We expect you to put this money towards replacing the lost item or repairing the damage. Where repairing damage we will pay the money to you as soon as the repairs are completed satisfactorily. We may, at our option, release the money to you in stages.
- 6 If you have a mortgage provided by Santander UK plc or Alliance & Leicester plc, then Santander UK plc may choose whether such monies should be used to pay off or reduce the mortgage debt or to repair or replace the property. Where Santander UK plc so chooses we will pay settled claims under this Section 1 of your policy to them or to Alliance and Leicester plc if Santander UK plc so directs.

We will normally negotiate any claim with you but Santander may take over control of the negotiation of any claim under this policy, on your behalf.
- 7 Payment under any part of this Section 1 of your policy (other than for paragraphs 12, 19 and 22) will be subject to any voluntary excess which may apply.

# Section 2

## Contents

### A Primary cover

#### We will pay

Up to the amount shown in **your schedule**, for loss or damage to **contents** in the **home** during the **period of cover** caused by the following:

- 1 Fire or smoke.
- 2 Lightning.
- 3 Explosion.
- 4 Earthquake.
- 5 Riot or civil commotion, strikes, labour disputes or political disturbances.
- 6 Collision or impact involving any vehicle, train, aircraft or other aerial device or anything dropped from them, animal, falling tree, lamppost, telegraph pole, aerial or satellite dish.
- 7 Theft or attempted theft.

#### We will not pay

- Any **excess** amount
- 6 Loss or damage caused by pets.
  - 7
    - a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.
    - b) Loss of **money** or **credit cards** unless violent means are used to gain entry to **your home**.
    - c) Loss where the actions of **you** or **your household** have contributed to the fraudulent use of **your credit card**.
    - d) Loss where **you** have not kept to all the terms and conditions of **your credit card**.
    - e) More than the amount shown in **your schedule** for **contents** in the open within the boundaries of **your home**.
    - f) More than the amount shown in **your schedule** for **contents** in any outbuildings and/or garages within the boundaries of **your home**.

## We will pay

8 Malicious acts or vandalism.

## We will not pay

- g) For the **Essentials** option, more than the amount shown in **your schedule**, for **contents** in any unattended vehicle within the boundaries of **your home**.
  - h) Any loss or damage caused by **you, your household, your** domestic employees, boarders, lodgers, paying guests or tenants.
  - i) Loss caused by deception unless deception is used solely as a means to enter **your home**.
  - j) Any loss or damage while the **home** or any part of it is let or lent unless violent means are used to gain entry to the **home**.
  - k) The first £250 of any claim where **your** policy is subject to an alarm or locks discount and the loss or damage occurred as a direct consequence of the alarm or locks not being operative overnight or when the **home** is left unattended.
  - l) Theft from any unattended vehicle within the boundaries of the **home**, unless the property was hidden from view:
    - In a fully enclosed boot
    - Under a factory-fitted cover/parcel shelf
    - Or in a gloveboxand all windows and the sun roof were securely closed and the doors and boot locked.
- 8 a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.
- b) Loss or damage caused by **you, your household, your** domestic employees, boarders, lodgers, paying guests or tenants.

## We will pay

- 9 Storm or flood.
- 10 Water or oil escaping from any washing machine, dishwasher or fixed water installation or heating system.
- 11 Subsidence or ground heave of the site on which the **buildings** stand, or landslip.

## Accidental damage to audio, video and computer equipment

- 12 **Accidental damage** to televisions, radios and their aerials, computers, video cassette recorders, games consoles and other audio and video equipment (including domestic digital and satellite TV receiving equipment).

## We will not pay

- c) Any loss or damage while the **home** or any part of it is let or lent unless violent means are used to gain entry to the **home**.
- d) The first £250 of any claim where **your** policy is subject to an alarm or locks discount and the loss or damage occurred as a direct consequence of the alarm or locks not being operative overnight or when the **home** is left unattended.
- 9 For the **Essentials** option, more than the amount shown in **your schedule**, for **contents** in the open within the boundaries of **your home**.
- 10 a) Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.
- b) The cost of the escaped oil or metered water following any damage.
- c) Damage to the installation, appliance or system from which the water escapes.
- 11 a) Damage caused by river or coastal erosion.
- b) Loss or damage caused by defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.
- 12 a) Damage to records, cassettes, discs or tapes.
- b) Damage caused by pets.
- c) Loss of information erased or damaged on computer equipment.
- d) Damage to mobile phones.

## We will pay

### Downloaded digital information and music

- 13 Accidental loss of or **accidental damage** to legally downloaded digital information or music that **you** cannot recover by any other means.

### Accidental breakage of glass and mirrors

- 14 Accidental breakage of mirrors, moveable ceramic hobs and glass tops to furniture and fixed glass in furniture.

### Temporary accommodation

- 15 Up to the amount shown in **your schedule**, for all reasonable costs necessary to provide alternative accommodation for **your household** and **your pets** if **you** usually live in the **home** but cannot because of a cause listed in this Section 2.

### Reinstatement of title deeds

- 16 Up to the amount shown in **your schedule**, for the cost of preparing new title deeds to **your home** if **your** existing title deeds are lost or damaged because of a cause listed in paragraphs 1 to 11 in this Section 2.

### Household removal

- 17 **Accidental damage** or loss while **your contents** are being moved from **your home** to **your** new residence within Great Britain, Northern Ireland, Channel Islands or the Isle of Man.

The **contents** must be moved to or from **your home** by professional removal contractors. **Your contents** are also covered whilst in temporary storage with a storage company for up to seven consecutive days.

### Contents temporarily removed from your home but within the British Isles

- 18 Up to the amount shown in **your schedule**, for loss or damage to **contents** temporarily removed from **your home** because of a cause listed in paragraphs 1 to 6 and 8 to 11 in this Section 2. Up to the amount shown in **your schedule**, for theft, or attempted theft from any:

- Bank safe deposit
- Private family residence
- Building in which any member of **your household** is temporarily living, employed or carrying on business.

## We will not pay

- 15 a) The cost of food and drink.  
b) Fuel bills, council tax or other charges which **you** would have paid if **you** were still living in the **home**.  
c) Any increased cost for alternative accommodation which is of a higher standard than that provided by the **home**, or the part of the **home** in which **you** live.  
d) Costs for any period longer than is necessary to make good the insured damage.
- 17 a) Loss of or damage to china, glass, pottery and other fragile items unless they have been packed by professional packers.  
b) Loss or damage to **your contents** whilst in temporary storage with a storage company for more than seven consecutive days unless agreed in advance in writing by **us**.  
c) Loss of **money**.
- 18 a) **Contents** taken outside the **British Isles**.  
b) Loss or damage due to theft or attempted theft from halls of residence or student accommodation unless violent means are used to gain entry or exit.

## We will pay

### Theft or loss of keys

- 19 The cost of replacement and installation of door locks including keys following the theft or loss of keys to **your home**, including the cost of new keys for any safe within **your home**.

This cover applies to keys lost in and away from the **home**.

### Frozen food

- 20 For food in **your** freezer or freezer compartment of **your** refrigerator that is spoiled and so cannot be eaten, due to:

- a) A rise or fall in temperature; or
- b) Contamination by fumes from the refrigerator or freezer.

This will include the reasonable cost of hiring a temporary alternative freezer space if **your** freezer cabinet or the freezer compartment of **your** refrigerator breaks down.

### Fatal accident benefit

- 21 Up to the amount shown in **your schedule**, to **you** or **your** personal representatives if **you** and/or any member of **your household** over the age of 18 dies within three months as a result of an injury caused in **your home** by fire or thieves.

### Metered water

- 22 Up to the amount shown in **your schedule**, for the additional metered water charge **you** have to pay following insured damage to **your home**.

## We will not pay

- 19 For the **Essentials** option, more than the amount shown in **your schedule**.

- 20 ■ Loss of or damage to food held or used for business purposes
- Loss or damage that happened because the electricity or gas company deliberately cut off or reduced the electricity or gas supply to **your home**
  - Loss of or damage to food if **your** freezer is more than 15 years old at the date of loss.
  - For the **Essentials** option, more than the amount shown in **your schedule**.

- 22 Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.

## We will pay

### Loss of oil

- 23 The cost of oil lost following insured damage to **your home**.

### Worldwide personal liability and liability as occupier of your home

- 24 We will pay up to the amount shown in **your schedule** (plus costs agreed between us in writing) which **you** and **your household** as occupier (but not owner) of **your home** or in a personal capacity are legally liable to pay for:

- a) Death or bodily injury (including disease and illness).
- b) Loss of or damage to property.
- c) Loss of or damage to property, or death, injury, illness or disease arising out of **your** own employment, business or profession or that of any member of **your household** if an accident happens in **your home** whilst **your home** is used and occupied by **you** or **your household** in connection with **your/their** business or profession

that happens during the **period of cover**.

We will also provide this cover under a) and b) above where **you** may also occupy another private accommodation for up to 30 days in any one **period of cover**.

## We will not pay

- 23 ■ Loss or damage when **your home** is **unoccupied** for the period of time shown in the **unoccupied homes** condition, unless **you** have kept to the requirements of that condition. See page 9.
- For the **Essentials** option, more than the amount shown in **your schedule**.
- 24 Liability arising from the following:
- The passing on of any infectious disease or virus by **you** and **your household** or **your** domestic employees
  - Death or bodily injury (including disease and illness) and loss of or damage to property arising out of **you** or **your household** having a dog specified as dangerous in the relevant legislation
  - Death or bodily injury (including disease and illness) to **you** and **your household** or **your** employees
  - Loss or damage to property or injury, illness or disease suffered by **you** and **your household**
  - **Your** employment, business or profession or that of any member of **your household**, other than provided by paragraph 24c of this section
  - A contractual obligation
  - Owning, using or having possession or custody of a motor vehicle, caravans, trailers, watercraft, boards or any other craft designed to be used in or on water, aircraft, or parts and accessories for any of them
  - Using firearms apart from sporting guns used for sporting purposes
  - Riding horses for racing, steeplechasing or hunting
  - Animals, other than **your** pets.

## We will pay

### Domestic staff – your liability as their employer

**25** Up to the amount shown in **your schedule**, which **you** become legally liable to pay to any person who is in **your** personal domestic service and is under a contract of service with **you**:

- For loss of or damage to property
- For death, injury, illness or disease.

The cause of the loss, damage, death, injury, illness or disease must arise during the **period of cover** and result from the work they are employed to do, anywhere within the **British Isles** or while travelling with **you** on temporary visits overseas.

### Court awards you have been unable to recover

**26** Court awards up to the amount shown in **your schedule** for which **you** or **your household** have been awarded by a court in the United Kingdom, Channel Islands or Isle of Man and which still have not been paid three months after the court's decision where:

- a) **Your** liability under paragraph 24 of Section 2 of this policy would have applied if the award had been made against **you** or **your household**;
- b) The event that led to the court proceedings happened in the United Kingdom, Channel Islands or Isle of Man during the **period of cover**; and
- c) There is not an appeal waiting to be heard.

### Solicitor's fees

**27** Solicitor's fees for:

- a) Representing **you** at any Coroner's inquest or fatal accident enquiry.
- b) Defending **you** in any court of summary jurisdiction arising out of any possible claim.

## We will not pay

**25** Loss of or damage to property, or death, injury, illness or disease arising out of **your** business or profession.

Compensation or other costs arising from accidents involving **motor vehicles**, caravans, trailers, watercraft, boards or any other craft designed to be used in or on water, aircraft, or parts and accessories for any of them.

### Note:

**You** should read the 'Definitions' and 'Conditions and exclusions which apply to the whole of this policy' sections. **You** will find them on pages 5 and 9.

## Section 2

### Contents

#### B Extended accidental damage

Your schedule will show whether you have this.

##### We will pay

- 1 Up to the amount shown in your schedule for accidental damage to the contents in your home during the period of cover.

##### We will not pay

- a) Any excess amount.
- b) Loss or damage when your home is unoccupied for the period of time shown in the unoccupied homes condition, unless you have kept to the requirements of that condition. See page 9.
- c) Damage to musical instruments that have lost their tone, have broken strings or reeds or broken drum skins.
- d) Damage caused by pets.
- e) Damage that happens when your home or any part of it is let or lent.
- f) The cost of remaking a film, tape or disc, or the value of any information contained on it.
- g) Damage caused during household removals.
- h) Loss of information erased or damaged on computer equipment.
- i) Damage from a cause listed in or specifically excluded from another section of the policy.

#### Settling your contents claims

- 1 We will at our option settle a claim in one of the following ways:
  - a) Where the contents are stolen or damaged beyond repair we will, at our option, either replace the item or pay you what it would cost us to replace each item as if it were new.

- b) If an item has been stolen or damaged beyond repair and is not replaced, we will pay the value of the item at the time it is stolen or damaged. The value will represent the amount you would have received by selling the item immediately before the theft or damage occurred.
- c) We will pay for the cost of repairing each item that is damaged or arrange for the item to be repaired. We will not pay more for the repair of an item than the cost of replacing it as new, subject to the overall limits shown in your schedule.
- d) If an item can be repaired but the repair is not carried out, we will pay the amount by which the value of the item has reduced as a result of the damage. We will not pay more than the estimated cost of repairing the item.

- 2 The most we will pay for any one claim is as follows:

##### a) For contents:

- As stated in your schedule.

If you have the Essentials option, the sum insured must represent the full replacement costs at the time of the loss or damage. If it does not, then payment will be made after a deduction for any wear, tear or depreciation.

##### b) For valuables:

- Up to the amount shown in your schedule.
- For any single article, the amount specified in your schedule.

- 3 The maximum amount of cover will not be reduced after we pay a claim as long as all damage is repaired as soon as practicable and any requirement to prevent further loss or damage is carried out within a reasonable timescale.
- 4 Payment under any part of this Section 2 of your policy (other than paragraphs 15, 21, 24, 25, 26 and 27) will be subject to any voluntary excess which may apply.

# Section 3

## Personal possessions

Your schedule will show whether you have this.

### Personal possessions cover applies:

- In the home
- In the United Kingdom, Channel Islands and Isle of Man; and
- Anywhere in the world for up to 60 days in total in any one period of cover.

#### We will pay

Loss of or damage to your:

##### Item 1: unspecified personal possessions

The most we will pay is:

- £1,000 for individual personal possessions
- £300 for individual pedal cycles

that have not been specified separately in your schedule.

We will not pay more than the total amount shown in your schedule for any one claim.

##### Item 2: specified personal possessions

The most we will pay is the amount specified in your schedule.

**Item 3: money and/or loss due to the fraudulent use of your credit cards.** The most we will pay, for any one claim, is the amount shown in your schedule.

#### We will not pay

- Any excess amount.

##### Item 3

- Any loss which you do not report to the police immediately.
- Loss due to mistakes, omissions or loss in value including loss of value caused by changes in the rates of exchange, or failing to notice incorrect amounts on credit card slips and signing for or otherwise authorising the wrong amount.
- Loss where you have not kept to the terms and conditions of your credit card.
- Loss where the actions of you or any member of your household have contributed to the fraudulent use of the credit card.

### The exclusions below apply to Section 3

#### We will not pay

- Loss or damage to pedal cycles being used for competitive purposes
- Pedal cycles not kept in a locked building overnight or not locked to a secure fixture whilst left unattended
- Theft of accessories from pedal cycles unless the pedal cycle is stolen at the same time
- Loss or damage caused by atmospheric or climatic conditions and the effect of light
- Loss or damage to:
  - Sports equipment while it is being used
  - Remote controlled models when they are being used
  - Musical instruments that have lost their tone, have broken strings or reeds, or broken drum skins.
- Theft from any unattended vehicle unless the property was hidden from view:
  - in a fully enclosed boot
  - under a factory-fitted cover/parcel shelf
  - or in a gloveboxand all windows and the sun roof were securely closed and the doors and boot locked.
- The cost of remaking any film, tape or disc or the value of any information contained on it
- Loss or damage deliberately caused by **you**, **your household**, **your** domestic employees and boarders, lodgers, paying guests or tenants
- Damage caused by pets

- Loss or damage in the **home** when any part of it is lent or let unless violent means are used to gain entry
- Loss of information erased or damaged on computer equipment
- Property more specifically insured by another policy.

### Settling your personal possessions claims

If **your personal possessions** are stolen or damaged as a result of any of the causes insured under Section 3, **we** will at **our** option settle a claim in one of the following ways:

- 1 a) By paying for the cost of repairing each item that is damaged or arranging for the item to be repaired.
- b) By paying for the cost of replacing each item that is totally lost or damaged beyond repair with a new one. If it cannot be replaced **we** will pay the value of the item at the time of the loss or damage. The value will represent the amount **you** would have received by selling the item immediately before the theft or damage occurred.

**We** will not pay more for the repair than the cost of replacing it as new.

If a damaged item can be repaired but the repair is not carried out **we** will not pay more than the estimated cost of repairing the item.

- 2 a) For loss of **money** **we** will pay the amount of the loss.
- b) For loss from unauthorised use of **your credit cards** **we** will pay the amount for which **you** are responsible.

The maximum **we** will pay, for any one claim, is stated in **your schedule**.

- 3 Payment under any part of this section of **your** policy will be subject to any additional **excess** which may apply.

# Section 4

## Family legal protection

Your **schedule** will show whether you have this option. Cover under this section is insured by Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's. In the event of a claim under this insurance, Ultimate will appoint a legal firm of their choice, or their agents to handle **your** case. You are not covered for any other **professional adviser's** fees unless **court** proceedings are issued. **Roythorne & Co** provide the Legal Advice Helpline service.

### Definition of words used

The words that are set out below have meanings that only apply to this section of **your** policy. To help you identify these words in this section they have been printed in **bold** throughout.

### Arbitration

A meeting held in private to settle a dispute about the policy. This is less formal than a **court** hearing.

### Court

A court, tribunal or other appropriate authority.

### Disbursements

Money that **your professional adviser** has spent on **your** behalf in dealing with **your** case including the fees of any **expert witness**. These amounts are different from **your professional adviser's** own fees and will be shown as a separate item on their bill.

### Event

The incident or the start of a number of connected incidents which occur during the **period of cover** and which may lead to **you** making a claim.

To decide when the maximum limit of cover has been reached **we** will treat all events that result from the same cause or at the same time as one event. This does not apply for disputes about **your** employment contract where event means the earlier of the:

- Effective date of termination
- Date of the commencement of any disciplinary process which culminates in a dismissal

- Date of other sanction(s) being imposed on **your** contract of employment
- Date of **you** raising any grievance or complaint with **your** employer.

### Excess

The first part of the cost of a claim which **you** bear. To cover the cost of assessing **your** claim, this is payable whether or not **we** agree to provide cover for **your** claim.

### Expert witness

A suitably qualified person who has a special skill or technical or professional knowledge (for example a doctor or a surveyor) and whose opinion can be given as evidence in **court**.

### Goods

Items **you** own or which **you** can use, or have possession or custody of. However, this does not include:

- Motorised vehicles or parts of them or servicing, repairing or maintenance of them
- Land, buildings
- Items used for business purposes.

### Home

The total area of the plot described in the title deeds, including buildings used for domestic purposes at the address shown in **your schedule**.

### Legal expenses

Subject to the limit of £50,000 per claim, **your professional adviser's** reasonable, proportionate and unrecovered legal fees, costs and **disbursements** which **we** have agreed or the costs of any other legal fees, costs and **disbursements** of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes legal fees, costs and **disbursements** following an out of court settlement to which **we** have agreed.

## Legal proceedings

A legal action, including appeals, to protect **your** rights in a dispute.

## Partner

**Your** legally married spouse or **your** registered civil partner under the Civil Partnership Act 2004, who permanently lives with **you**, or a person who is living with **you** and has been for at least 6 months and the relationship is in the nature of a marriage although it has not been legally formalised.

## Professional adviser

The solicitor, representative or other suitably qualified person appointed to act for **you**.

## Roythorne & Co (Roythornes)

One of the solicitors appointed by **us** to handle **your** claim and to provide the 24 hours a day, 365 days a year Legal Advice Helpline service.

## Service(s)

The provision of service(s) for which **you** have engaged a suitably qualified contractor. This does not include service(s) relating to:

- Motorised vehicles or their parts or servicing, repairing or maintenance of them
- Land or buildings
- Items used for business purposes.

## Territorial limits

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

## We/us/our

Ultimate Insurance Solutions Limited who will handle and authorise claims.

## You/your

The person or people named in **your schedule**, as well as **your partner**, children under the age of 21 (including adopted or step children), parents and parents-in-law, who all permanently live with **you** in **your home**.

## What the insurance covers

1 **We** will pay up to £50,000 for each **event** which occurs during the **period of cover**, within the **territorial limits**, where **legal expenses** are incurred in pursuing civil proceedings in the civil courts, tribunal and **arbitration** proceedings and appeals which arise provided that the reasonableness and proportionality tests are satisfied for any of the following:

- a) **Your** death or personal injury arising from any sudden and unforeseen **event**.
- b) Disputes involving the purchase or hire of **goods** or **services** for **your** private use, where the sum in dispute is £125 or more.
- c) Disputes that relate to **your** ability to exercise the legal rights to the ownership, occupation or legal possession of **your home**. **You** must be legally entitled to live in **your home**.

There is no cover if the **event** occurs in the first 180 days of **your** cover under this section commencing. This does not apply if **you** renew this section of **your** policy, provided there is continuous cover.

- d) A dispute with **your** employer (excluding all types of discrimination disputes or claims) over **your** contract of employment following the termination of the contract.

As soon as **you** knew of the dispute **you** must have taken and followed legal advice from **us**. There is no cover for any claim where the **event** occurs in the first 90 days of **your** cover under this section commencing. This does not apply if **you** renew this section of **your** policy, provided there is continuous cover.

2 We will pay up to £50,000 for each **event** which occurs during the **period of cover**, within the **territorial limits** where **legal expenses** are incurred in defending a claim which is due to a dispute over a contract for buying, selling or renting **goods or services**, if the amount in dispute is more than £125.

3 The claim must be for:

- Damages; or
- Specific performance of a contract; or
- An injunction; and

**we** must have approved the pursuit or defence and each stage, in advance.

#### You are not covered for

- a) **Your** death or personal injury arising from any sudden and unforeseen **event**, where:
  - You are driving a motorised vehicle; or
  - The **event** causes an onset of an industrial disease or occurs gradually over a period of time
- b) Any claim not reported to **us** within 180 days of the **event**.
- c) **Legal expenses**:
  - Of a **professional adviser** not approved by **us**
  - Which are higher than **we** have agreed
  - Incurred before **we** have confirmed acceptance of the claim.
- d) Taking any proceedings or other steps with the intention of enforcing any award or judgement of a **court**.
- e) All costs associated with any internal disciplinary or grievance proceedings relating to **your** contract of employment.
- f) **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount **you** are likely to recover at **court**.

g) **Legal expenses**, fines or other penalties incurred in connection with any proceedings or investigation by the police or a criminal **court**.

h) Disputes with **us**, Santander UK plc, Alliance & Leicester plc and their respective agents and contractors involved in the selling, underwriting and fulfilment of this cover.

i) Any **legal expenses** that can be recovered under another section of this policy or any other insurance.

j) Any **event**, dispute or cause of action **we** reasonably believe **you** knew was likely to be grounds for a claim or that happened before **you** took out this section of **your** policy.

k) Any agreement to sell, hire or buy **goods or services** before **you** took out this section of **your** policy.

l) Any application for judicial review.

m) Any **event** or **service(s)** arising directly or indirectly from:

- **Your** business, trade or profession, unless the claim relates to the breach of **your** contract of employment, **your** death or personal injury

- Any venture for gain

- Any deliberate or criminal act or omission by **you**

- Rateable values and rating authorities

- Any works by, or under the order of, any government, public or local authority

- Planning law including (but not limited to) town and country planning

- A lease or licence to occupy land or property

- Construction or structural alteration of any building or parts of them

**You are not covered for**

- Subsidence, mining or quarrying
  - Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements and computer software
  - Libel, slander or malicious falsehood
  - Divorce, matrimonial matters, cohabitation, custody, access, maintenance (for any **partner**, former **partner** or children), ancillary relief or paternity matters
  - **Your** travelling expenses, food, drink and accommodation, or loss of any salary or wages due to absence from work.
- n) Any **expert witness** fees, unless **we** agree to these in advance.
- o) Any investigation by Her Majesty's Revenue & Customs (HMRC).
- p) Any **legal proceedings** between family members. This does not apply to accidents involving motorised vehicles, subject to 1a) **what the insurance covers**.
- q) Any **legal expenses** if **you** withdraw from proceedings or withdraw instructions from the **professional adviser** or if the **professional adviser** refuses to continue acting for **you** with good reason. **You** will become responsible for all **legal expenses** incurred both prior to and after such withdrawal.
- r) **Legal expenses** where **we** are not reasonably sure that the defendant has sufficient assets to meet any judgement.
- s) If **you** are unsuccessful in **legal proceedings** **you** may not take further action in those proceedings at **our** expense without **our** prior written permission.
- t) Any claim arising under the Equal Pay Act 1970 and amending legislation.
- u) Any claim where **you** enter into a Conditional Fee Arrangement with a solicitor.
- v) Any claim arising from failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date, whether contained in packaged software that has not been tailored by the supplier to **your** own requirements or otherwise.
- w) There is no cover in respect of any claim directly or indirectly caused by, contributed to or arising from:
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- x) Cosmetic surgery or other treatment, which is not medically necessary.
- y) Any illness or bodily injury which happens gradually or is not caused by a specific or sudden incident.

## How to make a claim

- 1 a) If **you** require advice on any matter, please call our Legal Advice Helpline at **Roythornes** on:



**01775 764 176**

- b) If **Roythornes** believe **you** have a valid claim they will attempt to resolve the matter. However, if **legal expenses** funding is required, before applying to **us** for that funding they will:

- Confirm **your** policy provides family legal protection cover
- Ask **you** to complete a statement
- Request payment of a £30 **excess** to cover the **professional adviser's** administrative costs of assessing **your** claim.

Once they have all documents and authorisation from **us** they will commence further action. Any costs incurred prior to funding being authorised by **us** will not be covered and **you** will not be covered for any other **professional adviser's** fees unless **court** proceedings are issued.

- 2 **You** may also write to **us** at:



Ultimate Insurance Solutions Limited  
5th Floor  
The Connect Centre  
Kingston Crescent  
North End  
Portsmouth  
Hampshire PO2 8DE

When **we** or the **professional adviser** send letters to **you**, **we** will send them to **your** address provided on **your** statement.

If **we** agree **your** claim, **we** will communicate direct with **your** **professional adviser**.

## General conditions

In addition to the general conditions of **your** Santander home insurance policy, the following conditions also apply to **your** family legal protection section.

- 1 **You** must tell **us** as soon as possible but within a maximum of 180 days about any matter which could result in a claim being made.
- 2 If at any time **we** consider that:
  - a) **you** do not have a reasonable prospect of success in the **legal proceedings**; or
  - b) **your** interests would be best served by another course of action; or
  - c) **we** cannot agree to the claim;

**we** will write to **you** giving **you** reasons and **we** will not be liable to pay any or further **legal expenses** for the claim.

However, if **you** do not agree with **our** decision, **you** can ask **us** to obtain the opinion of an independent solicitor nominated by the Law Society to decide if **our** view is sound and reasonable. Whatever the solicitor's opinion, both **you** and **we** must accept it.

If that solicitor notifies **us** within one month that **our** view is unsound, **we** will agree to pay **legal expenses** for these **legal proceedings**. **We** will also pay for that solicitor's opinion.

If the solicitor supports **our** view, **you** must pay for the solicitor's opinion and for any **legal proceedings** costs **you** incur for that claim.

- 3 If there is a dispute between **you** and **us** over the cover provided by this section, which cannot be resolved, the matter can be referred by either party to an independent single arbitrator, who will be either a solicitor or barrister and who will be acceptable to both parties. If **you** and **we** still do not agree, the Law Society will nominate an arbitrator and the **arbitration** will be governed by the Arbitration Acts. The arbitrator's decision will be final.

- 4 **We** will not be bound by any promise or undertaking given to **you** or by **you** to **your** solicitor where **we** have not given **you** written consent.

- 5 a) If **we** accept the claim **we** will write to confirm this. **We** will appoint a legal firm of **our** choice as **your professional adviser** in pursuing or defending a claim until **we** agree to the issue of **court** proceedings at which point **you** may nominate **your** own choice of **professional adviser**.

**We** will approve **your** choice of **professional adviser** if:

- They confirm in writing that they will comply with the conditions of this section of **your** policy and sign **our** terms of appointment; and
- **We** agree with the fee structure proposed by the **professional adviser** taking into account geographical location, complexity of the case and financial amount of the claim.

If it is not possible to reach an agreement, **we** will ask **you** to nominate an alternative **professional adviser**.

If **you** are unable to agree with **us** on a **professional adviser**, **we** will ask the Law Society to nominate another **professional adviser**. The Law Society's nomination must be accepted by **you** and **us**. In the meantime **we** may appoint a **professional adviser** to act on **your** behalf to safeguard **your** interests.

- b) If at any time the **professional adviser** fails to abide by the terms of this section of **your** policy or the terms of appointment then **we** reserve the right to remove cover. In these circumstances **we** shall not be responsible for any further **legal expenses** in respect of the claim.

- c) If a **professional adviser** refuses to continue to act for **you**, or if **you** withdraw **your** instructions, **we** will not be responsible for any further **legal expenses**, unless **we** agree to the appointment of another **professional adviser** to act for **you**.
- 6 **You** must:
- promptly give **your professional adviser** full and detailed instructions and cooperate with them so that they are able to pursue or defend **your** claim;
  - provide necessary information at **your** expense;
  - not do anything to prejudice **your** case or **our** position;
  - pay to **your professional adviser** an excess of £30.
- 7 If any person is ordered or agrees to pay **you** any **legal expenses** (either in full or by instalments), **you** must comply with **our** directions and do everything possible to recover these **legal expenses** and retain it on **our** behalf and pay it to **us** on request. If payments are by instalments, these must be paid to **us** until **we** have recovered the total amount the person was ordered to pay or agreed to pay, in respect of costs.
- 8 **You** or the **professional adviser** must notify **us** prior to accepting or rejecting any offer or payment into **court** with a view to settlement. If **you** do not accept this offer or payment and **we** consider that the outcome of the case will be equally or less favourable to **you** than the offer or payment, **we** will only be responsible for any further **legal expenses** after the offer or payment was made, if **we** have agreed in writing that the case should continue.
- 9 **You** must send to **us** all documentation for **legal expenses**, immediately when **you** receive it.
- 10 If **we** request it **you** must demand that **your professional adviser** sends his bill to the Law Society or other appropriate body, to be examined or certified.
- 11 **You** can cancel this section of **your** policy at any time. **We** can cancel this family legal protection section of **your** policy at any time by giving **you** 14 days' notice in writing to **your** last known address. Any refund of premium **we** pay will depend on how long the cover has been in force.
- 12 **You** must co-operate fully with **us** in all respects and must keep **us** fully informed of all developments of **your** case.
- 13 **Our** liability to make any payment under this section of **your** policy will be conditional upon the compliance with its terms and conditions.
- 14 **We** reserve the right to take over and conduct **legal proceedings** in **your** name.
- 15 If **you** are unsuccessful in any **legal proceedings**, **we** will only be responsible for any further **legal expenses** in the same case if **we** have agreed to this in writing.
- 16 If **you** should die and **your** personal representative wishes to pursue claims arising from **your** death, **we** will provide cover for this in accordance with the conditions under this section of **your** policy.

## Making a complaint – if you have a complaint about family legal protection

We believe that customer satisfaction comes first, however if you do have a complaint about this section of your policy or the handling of a claim and you are unable to resolve it with your claims handler, please follow the steps below:

1 Write to:



The Managing Director  
Ultimate Insurance Solutions Limited  
The Connect Centre  
Kingston Crescent  
Portsmouth PO2 8DE

2 Your family legal protection insurance is underwritten by Lloyd's. If you remain dissatisfied you can then ask the Complaints Department at Lloyd's to review your case prior to escalation to the Ombudsman.



The address is:  
Complaints Department  
Lloyd's  
One Lime Street  
London EC3M 7HA



020 7327 1000

3 Failing satisfaction, you may ask the Financial Ombudsman Service to review your case. The Ombudsman can be contacted at the following address:



Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR



0845 080 1800

Nothing within this procedure affects your right to take legal action.

To help us improve our service we may record or monitor phone calls.

# Our promise to you

Our aim is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all problems promptly. To ensure that we provide the kind of service **you** expect we welcome **your** feedback. We will record and analyse **your** comments to make sure we continually improve the service we offer.

## What will happen if you complain?

- We will acknowledge **your** complaint promptly
- We will keep **you** informed of the progress of your complaint
- We will try our best to deal with **your** complaint within 4 weeks. If we need more time we will let **you** know

Most concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact **you** with an update and give **you** an expected date of response.

## What to do should you be dissatisfied

If **you** have a complaint, please write to:



Customer Service Centre  
Santander  
PO Box 1057  
Bradford BD1 4XB



Or call: **0845 602 6030**

Our helpline is open between 8am and 9pm Monday to Friday, and 8am and 4pm Saturday.

## Notes

- 1 The Financial Ombudsman Service will only consider **your** complaint if **you** have given us the opportunity to resolve it and **you** are a private policyholder. If, however, we do not resolve **your** complaint within 8 weeks, the Financial Ombudsman Service will accept a direct referral.
- 2 Whilst we are bound by the decision of the Financial Ombudsman Service, **you** are not.
- 3 Following the complaints procedure does not affect **your** right to take legal action. For further information about **your** legal rights, contact **your** local authority trading standards department or the Citizens Advice Bureau.

If **your** complaint is one of the few which is not resolved at this level and **your** complaint is about:

- How **your** policy was sold
- How **your** policy was set up
- The service **you** received

Please follow the referral process as detailed in our complaint resolution letter. A separate investigation will then be carried out and the Company's final response will be sent to **you** within eight weeks of your original complaint.

If **your** complaint is one of the few which is not resolved at this level and **your** complaint is about:

- The terms and conditions of **your** policy
- The decision made on **your** claim
- The settlement amount of **your** claim
- The way **your** claim was dealt with

**You** may then write to:



The Chief Executive UK Insurance  
Aviva  
PO Box 6  
Surrey Street  
Norwich NR1 3NS

Once **you** have given us the chance to put things right, if **you** are still unhappy **you** can contact the Financial Ombudsman Service (FOS). The contact details are:



Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR



**0845 080 1800**

# General information

## The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme:



[www.fscs.org.uk](http://www.fscs.org.uk)



The Financial Services  
Compensation Scheme  
7th Floor Lloyd's Chambers  
Portoken House  
London E1 8BN

## Choice of law

The law of England and Wales will apply to this contract unless:

- 1 **You** and the **insurer** agree otherwise; or
- 2 At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Protecting your premium

The premium **you** have paid for this policy is held by Santander as a banker and not as a trustee and so will not be held in accordance with client money rules. This still ensures **your** money is adequately protected.



Santander is able to provide literature in alternative formats. The formats available are: large print, Braille, audio tape and PC disk. If you would like to register to receive correspondence in an alternative format please give us a call and ask for a 'Preferred Communication Request' form.

The policy is underwritten by CGU Underwriting Ltd, registered in England. Registered number 94405. Registered office: St Helens, 1 Undershaft, London EC3P 3DQ. A member of the Aviva group. The family legal protection option is insured by Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's. The insurers are authorised and regulated by the Financial Services Authority and are covered by the Financial Services Compensation Scheme.

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