



Home Insurance

Buildings Policy

Cornhill
Direct

PLEASE KEEP YOUR POLICY IN A SAFE PLACE



Contents

Introduction	1
How your cover works	2
Changes that you must tell us about	2
How to make a claim	2
Home Emergency Assistance Repairs	2
Complaints procedure	3
Safety precautions	4
The meaning of words	4
Section 1 - Buildings	5
Section 2 - Property owner's liabilities	9
Section 3 - Home legal advice	9
Section 4 - Home legal protection	10
Section 5 - Home emergency assistance	10
General exclusions	10
General conditions	11

Introduction

Cornhill Direct

This is **your** Cornhill Direct Buildings **policy**, please read it carefully and keep it in a safe place.

Make sure that **you** have the cover **you** need. **Your schedule** shows the sections of the **policy you** have chosen, the **sums insured** and any **endorsements** that apply to **your policy**.

Please check **your schedule** and **your** personal details form carefully to make sure that as far as **you** know the information **you** have supplied is correct. Remember, **you** must tell **us** if this information changes or is incorrect. If **you** don't, **you** may find that **you** are not covered if **you** need to claim.

The Important Information Notice issued with **your** documents also forms part of **your policy**. Please also read it carefully.

If **you** have any questions, please contact us on 0330 102 1731 and our Customer Service team will be pleased to help.

How your cover works

We will insure **you** under the conditions of **your policy** (for those sections named in the **schedule**) for any **insured event** which takes place during the period of insurance and for which **you** have paid a premium.

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

The period of insurance is shown in **your schedule**.

Changes you must tell us about

You have told **us** certain facts about:

- **your home**; and
- the people who live within **your home**.

You must tell **us** at **your** first opportunity about any changes, which alter these facts.

General condition 15 lists the types of changes that **you** must notify **us** about.

If **you** do not tell **us** about changes, **you** may find that **you** are not covered if **you** need to claim.

How to make a claim

- You should check your policy and schedule which give details of what is covered.
- Please refer to the general conditions at the end of your policy.
- **If emergency repairs are necessary please contact our claims line for immediate help and advice on 0330 102 1731.**
- If you need to make any temporary repairs keep the bills as these will be required when making your claim. We must be given the chance to look at the damage before permanent repairs are carried out.
- If someone is saying you are responsible for damage to their property or for injury to them, please let us know as soon as possible. Any summons or other legal document served on you must be immediately forwarded to us.
- Do not pay or offer or agree to pay any money or admit responsibility without our permission.

If you need to make a claim for loss of or damage to your property, our claims staff will be pleased to help you. All you need to do is phone us on **0330 102 1731**. Tell us what happened and if covered we will complete a statement of fact from the information you provide and let you know the best way to get your claim dealt with. 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.

Our Claims Line is open Monday to Friday from 9am until 5pm.

Home Emergency Assistance Repairs

If your home insurance policy includes Home Assistance then call our emergency services centre on **0208 603 9810** at any time of the day or night. For details of what is covered please see your Home Assistance policy booklet.

Complaints procedure

Our aim is to get it right, first time, every time. If **you** have a complaint, **we** will try to resolve it straight away but if **we** can't, **we** will confirm **we** have received **your** complaint within five working days and **we** will do **our** best to resolve the problem within four weeks. If that's not possible, **we** will let **you** know when an answer may be expected.

If **we** are unable to resolve the problem, **we** will provide **you** with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

If **you** have a complaint about **buildings, contents** or **personal possessions** contact **our** customer satisfaction manager at:

Cornhill Insurance
500 Avebury Boulevard
Lower Ground Floor
Milton Keynes
MK9 2LA

Phone: 0330 102 1731
Email: homeinsurance@cornhilldirect.co.uk

If it's about the 24 hour home emergency assistance section of the **policy** contract:

Allianz Global Assistance
102 George Street
Croydon
CR9 6HD

If it's about the legal help for **your** family section of the **policy** contract:

Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW

Phone: 0345 070 0886
Email: alpcomplaints@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

Financial Services Compensation Scheme

If **we** are unable to meet **our** 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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Safety precautions

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 not sure.

If **you** leave the property for more than 24 hours, unplug all unnecessary appliances.

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 or try to carry the pan out of doors.

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 0345 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 and taps in the garage or outbuildings.

Cut off the water and drain the system if **you** leave the property without heat in winter or leave it **unoccupied** for more than 30 days in a row.

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

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your policy** or **schedule** (other than sections 4 and 5). These words are highlighted in **bold** throughout **your policy**.

We have defined the most common words below:

- Liverpool Victoria, we, us, our** - Liverpool Victoria Insurance Company Limited.
- Endorsement** - changes to the terms of **your policy** which will be shown in **your schedule** or continuation schedule.
- Excess** - The amount **you** have to pay if **you** make a claim. The **excess** amounts are shown in **your schedule**.
- Heave** - Upward movement of the ground beneath the **buildings** as a result of the soil expanding.
- Insured Event** - loss, damage, injury or liability arising from the listed 'events'.
- Landslip** - Downward movement of sloping ground.
- Policy** - the contract of insurance between **you** and **us**.
- Schedule** - a printed document showing the sections of the **policy you** have chosen, the sums insured and any **endorsements** that apply to **your policy**.
- 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**.
- 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).
- You, your** - the person named as the policyholder in the **schedule**, their partner and members of their family permanently living with them at their home address shown in the **schedule**.

We explain other words at the beginning of each section.

To help **you** throughout this **policy we** have printed what is not covered in coloured boxes.

Section 1 - Buildings

The meaning of words

Buildings - the buildings of **your home** built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres).

1 If they form part of the **buildings** it also includes:

- fixtures and fittings;
- wallpaper and other fixed decorations inside;
- television, satellite and radio-receiving aerial, aerial fittings and masts fixed to **your home**, not covered by a contents policy;
- fixed central-heating systems; and
- stairlifts which can carry one person;
- solar panels, wind turbines
- built in gas and electric cookers and meters

2 On the same site as **your home** it also includes:

- permanent swimming pools and hot tubs;
- tennis hard courts;
- terraces, drives and footpaths;
- boundary and garden walls, gates, fences and hedges; and
- domestic outbuildings.

3 Garages on nearby sites.

All of the above must belong to **you** or be **your** responsibility.

Buildings does not include:

- carpets; and
- laminated, wooden effect or vinyl floor coverings that could reasonably be removed and re-used.

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 of the insured property shown in the **schedule**.

What is covered

Your **policy** covers loss of or damage to **buildings** caused by events:

- 1 to 10 and 12 to 18 if **your schedule** shows that **you** have standard cover; or
- 1 to 18 if **your schedule** shows that **you** have accidental damage cover.

What is not covered by all of the following events

- Loss, damage, injury or liability shown in the general exclusions.
- The total of the compulsory and voluntary **excess** figures (as shown in **your policy schedule**) for each **Insured Event**

Events

1 a **Fire, lightning, explosion, earthquake.**

b **Smoke.**

What is not covered

- Loss or damage caused by smoke arising from anything which happens gradually.
- Loss or damage caused by scorching, melting or warping unless accompanied by flames.

2 **Aircraft** and other flying objects or articles dropped from them.

3 **The buildings being hit by:**

a vehicles;

b animals; or

c falling trees or branches.

What is not covered

- Loss or damage caused by felling or lopping trees.

4 **Theft or attempted theft.**

What is not covered

- Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied** for more than 60 days in a row.
- Loss or damage caused by a tenant, lodger or paying guest.
- 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**.

5 Malicious people.

What is not covered

- Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied** for more than 60 days in a row.
- Loss or damage caused by a tenant, lodger or paying guest.

6 a Water leaking or overflowing from water tanks, fish tanks, apparatus or pipes or fixed heating installations.

b Water freezing in water tanks, apparatus or pipes or fixed heating installations.

What is not covered

- The first £250 of each claim.
- Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied** for more than 60 days in a row.
- 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 leaking.
- The cost to repair **your** water tanks, fish tanks, apparatus or pipes or fixed heating installations.

7 Storm or Flood.

What is not covered

- Loss or damage caused by a weather event that does not meet the definition of **storm** as set out in the meaning of words.
- Loss or damage caused by frost.
- Loss of or damage to fences, gates or hedges.
- Loss of or damage caused by wear and tear.
- Loss or damage to cellars and basements due to a rise in the **water table**.
- Anything which happens gradually.
- Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.

8 Riot, civil commotion, strikes, labour or political disturbances.

9 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.

10 Subsidence or heave of the site on which the buildings stand, or landslip.

What is not covered

- 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.
- The first £1,000 of each claim.
- Damage caused by a riverbank or the coast being worn away.

- 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.
- Damage within 10 years of construction caused by structures bedding down or made-up ground settling.

11 Accidental loss or damage (your schedule will show cover as accidental damage if this event is insured by your policy).

What is not covered

- Loss or damage caused by wear and tear.
- Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.
- 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, specification, materials or workmanship.
- Loss or damage which happens gradually, or loss of value.
- Loss or damage caused by frost.
- The exclusions that apply to events 1 to 10 also apply to event 11.
- Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.
- Loss or damage caused while **you** have a tenant, lodger or paying guest living in **your home**.
- Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.
- Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

12 Underground service pipes and cables.

We will pay the costs which **you** are responsible for to repair accidental damage caused by sudden external means to:

- underground water, gas, sewer and drain pipes, underground electricity and phone cables which reach from the **buildings** to the public supply; and
- septic tanks and drain inspection covers.

What is not covered

- Damage due to wear and tear.
- Gradual deterioration.
- Damage caused by faulty design, faulty plans, faulty specifications or faulty materials.

13 Glass and sanitary fittings.

Accidental breakage of:

- all fixed glass including double glazing;
- glass in solar panel units;
- fixed baths, wash basins, pedestals, sinks, splash backs, shower trays, bidets, toilet pans and toilet cisterns, all contained within the **buildings**; and
- ceramic hobs built into kitchen furniture.

What is not covered

Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied** for more than 60 days in a row.

14 Alternative accommodation and loss of rent.

While the **buildings** are unfit to live in because of an **insured event**, **we** will pay:

- the cost of other comparable accommodation for **you** and **your** domestic pets;
- rent which **you** would normally pay for the **buildings**; or
- loss of rent **you** would have received if the **buildings** were fit to live in.

What is not covered

Any amount over 20% of the **sum insured** by this section as shown on **your schedule**.

15 Fixed water pipes and tanks.

We will pay for damage to fixed water pipes and tanks caused by internal stress due to freezing, overheating or water pressure which is too high.

What is not covered

- Loss or damage if the pipe or tank is in an outbuilding or in the open.
- Loss or damage caused by rust, corrosion or wear and tear.
- Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied** for more than 60 days in a row.

16 Emergency entry.

Loss of or damage to **your home** caused by forced entry due to a medical emergency, or perceived emergency, involving **you**.

17 Trace and Access.

If the **buildings** are damaged by events 6a or 9a of this section, **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

- Any amount over £5,000.

18 Loss or theft of keys.

We will pay the costs of replacing keys and locks if keys to outside doors and windows or to domestic safes and alarm systems within **your home** are stolen or accidentally lost.

Selling your home

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

How we settle claims

See also general exclusion 5 and general condition 3.

The amount **we** will pay for loss or damage to the **buildings** will be the cost of the following.

- a Repairing or replacing the damaged items without taking off an amount for wear and tear or loss of value, as long as:
 - the **sum insured** will cover the cost of rebuilding all the **buildings**;
 - the **buildings** have been maintained in good condition.

If the **sum insured** will not cover the loss or damage, 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.

What is not covered

- **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 bylaws of any local authority but only for damaged parts of the property.

What is not covered

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

- e Any permanent repairs made by **our** suppliers are guaranteed.

Matching sets or 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.

Sum insured

The **sum insured you** have chosen must be enough to pay for the cost of rebuilding the **buildings** after taking account of the expenses and fees mentioned in b, c and d above.

Index linking

We will change **your sum insured** for **buildings** in line with the House Rebuilding Cost Index published by the Buildings Cost Information Service of the Royal Institution of Chartered Surveyors.

We will not charge any extra premium for any increases in **your sum insured** due to index linking during each period of insurance. When **we** invite **you** to renew **your** cover, **we** will show **you your** updated **sum insured** and premium for the following period of insurance.

We may use another appropriate index as the basis for changing **your sum insured**.

Index linking will not apply if **you** have a bedroom-rated **policy**.

Section 2 - Property owner's liabilities

The meaning of words

- Injury** - bodily injury including death and disease.
- Your home** - the private home and all land belonging to it at the address of the insured property shown in the **schedule**.

What is covered

Your policy provides cover caused by the following events which happen during the period of insurance.

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.

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

Events

1 Property owner's liability

We will cover liability arising because **you** own **your home** (not as occupier) as the result of accidental:

- a** **injury** to any person; or
- b** loss of or damage to property.

2 Defective Premises Act

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 or any subsequent legislation arising from accidental:

- a** **injury** to any person; or
- b** loss of or damage to property

happening during the period of insurance.

This cover applies to any property **you** previously owned which was lived in by **you** or **your** tenants.

If **Buildings** cover under this **policy** is cancelled or cover has ended, cover under this event (event 2 Defective Premises Act) will continue for seven years for **your home**.

What is not covered

- 1 **We** will not pay more than £2,000,000 under 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 Any liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 3 Any liability for loss of or damage to any property belonging to **you** or **you** are in charge or control of.
- 4 Any liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship.
- 5 Any liability for loss or damage caused by or arising out of the following:
 - Any passenger lift which **you** are responsible for maintaining other than stairlifts and other similar equipment which can only carry one person.
 - **You** owning, being a tenant or living on any land or building other than **your home**.
 - Any wilful or malicious act.
- 6 Any liability which is insured by or would be insured by any other policy if this section did not exist.
- 7 Any liability arising directly or indirectly out of **your** job, business, trade or profession.
- 8 Any liability if **you** are injured.
- 9 Any liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.
- 10 Loss, damage, **injury** or liability shown in the general exceptions.

Section 3 - Home legal advice

Lawphone.

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

Lawphone: 0370 241 4140

When **you** call Lawphone, **we** will ask **you** for **your** reference number which is 36285 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.

Section 4 - Home legal protection

This section only applies to **you** when it is shown in **your policy schedule**. If **you** are covered by this section **you** will have been provided with a separate booklet, please read it carefully.

Section 5 - Home emergency assistance

This section only applies when shown in **your schedule**. If **you** are covered by this section **you** will have been provided with a separate booklet, please read it carefully.

General exclusions

applying to all sections of this policy (other than to sections 4 and 5) in addition to the exclusions listed under what is not covered under the relevant sections.

This **policy** does not cover the following.

1 War and other hostilities

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

2 Terrorism

We will not cover loss, damage, liability, 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.
- any act deemed by the government to be an act of terrorism.

3 Radioactivity

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

Loss or damage by pressure waves caused by aircraft and other flying objects.

5 Deliberate act

Loss, damage, **injury** or liability resulting from a deliberate act by **you** or **your** domestic staff.

6 Deception

Loss or damage that **you** suffered as a result of being deceived into knowingly parting with **your** property.

7 Loss of value

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.)

8 Pollution or contamination

We will not pay for 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.

9 Existing damage

Loss, damage, **injury** or liability as a result of an event which happened before the cover under this **policy** started (except as shown in section 2, event 2).

10 Gradual damage

Loss or damage caused by anything that happens gradually.

11 Rot

Any loss or damage caused by wet rot or dry rot, whether or not caused directly or indirectly by any **insured event**.

12 Date recognition and computer viruses

Loss of or damage (including accidental damage) to or breakdown of any electronic equipment, caused directly or indirectly by:

- it failing correctly to recognise or process any data representing a date or part of a date, time; or
- computer viruses.

Electronic equipment includes:

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

13 Confiscation

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

14 Agreements and contracts

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

General conditions

applying to all sections of this policy (other than to sections 4 and 5)

1 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.

2 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, attempted theft or malicious people.
- Allow **us** to enter the insured 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** at **your** first opportunity about any prosecution, inquest or enquiry connected with any injury or damage insured by this **policy**.
- 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 pursue and 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 for a claim or made a mistaken payment, **you** must repay **us**.

3 Repairing or replacing property

If **we** are going to repair or replace any insured 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**.

4 Other insurance

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

5 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 back of this **policy**. If **you** choose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will only charge a pro-rata premium plus £15 to cover **our** operational costs which is subject to a minimum premium of £25 plus Insurance Premium Tax at the prevailing rate except where an incident has occurred that has reached the **sum insured**, in which case the full annual premium will be payable to **us**.

If **you** choose to cancel this **policy** any additional optional extras will also be cancelled.

6 Cancellation (outside the Reflection Period)

We may cancel this **policy** by giving seven days' notice in writing.

You may cancel this **policy** by either giving **us** written notice or by phoning **us** on 0330 102 1731.

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 1 Taking care of your home
- failure to co-operate when requested in supplying relevant documentation or information that we require.
- suspected fraud or misrepresentation.
- 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.

If **you** cancel the **policy** outside the reflection period **we** will provide a pro-rata refund based on the annual premium payable less a £10 charge plus Insurance Premium Tax, as long as **you** have not claimed during the current 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.

7 Fraud

If **you** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statement or documents, **you** will lose all benefit and premiums **you** have paid for this **policy**.

If **you** fraudulently provide **us** with false information, statements or documents **we** may record this on anti-fraud databases, **we** may also notify other organisations. The Data Protection Notice issued with **your schedule** provides additional information.

8 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.

9 Choice of law

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.

10 Paying premiums by instalments

If **you** pay **your** premium by direct debit or by any other instalment method:

- should **you** cancel the **policy** **you** will be required to pay all future premium instalments up to what would have been the renewal date. **You** will also be required to pay all other premiums **you** may owe. If **you** are due a return premium under condition 6 of this **policy** **your** instalments will be adjusted; and
- **we** have the right to take any premiums **you** have not paid from any claims payment.
- If **you** do not pay an instalment on the date it is due, this will give **us** the right to cancel this **policy** from the date that premium was due to be paid.

11 Administration charges

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy, the change may be subject to an administration charge of £10 plus Insurance Premium Tax.

12 Contracts (Rights of Third Parties) Act 1999

Under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation, only **you** and **we** may enforce any of these terms of this **policy**. This will not affect any rights third parties (people other than **you** and **we**) have under other laws.

13 Information and declaration

We will only give **you** the cover described in the **policy** if the information and declarations **you** have supplied **us**:

- orally;
- electronically; or
- in writing

at **our** request are complete and correct as far as **you** know.

14 Automatic Renewal

If **you** pay **your** premium by instalment 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** 14 days 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**, all **you** need to do is call **us** on 0330 102 1731 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 prior to the renewal date.

The automatic renewal process only applies if premium is paid by instalment.

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 that **you** have arranged adequate alternative insurance before allowing this **policy** to expire.

15 Changes you must tell us about

All information **you** have provided **us** as shown on **your** most recent 'Your Personal Details' document is relevant to the **policy** cover. If any of the information printed on 'Your Personal Details' 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 the changes are made. 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 6.

16 Joint and additional policyholders

If there are two or more policyholders named on the **policy**, either may amend the **policy**, make a claim, remove a policyholder or cancel the **policy**.

Notes

We have used some specific terms in the **policy** wording and the following are explanations to help **you** understand them.

These explanations do not form part of the **policy** wording.

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 as a punishment to **you**.

This page is left intentionally blank

This page is left intentionally blank

Peel off and keep your handy Cornhill Direct Helpline card somewhere safe. Then you always know how to contact us.

You may also wish to save these numbers onto your mobile phone.

PLEASE STICK CARD
HERE

How to contact us

0330 102 1731

Customer Services

Email: homeinsurance@cornhilldirect.co.uk

Open 9am – 5pm Monday – Friday

To improve our customer service, calls may be recorded or monitored

Cornhill Direct is a registered trademark of Allianz Insurance plc, licenced for use as a trading style by Liverpool Victoria Insurance Company Limited. Liverpool Victoria Insurance Company Limited registered in England and Wales number 3232514 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registered number 202965.
Registered address: 57 Ladymead, Guidford, GU1 1BD. Tel. 0330 1239970

