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Welcome to Sky Protect Smart Home Insurance. The brand-new way to protect your home-sweet-home.

Please take some time to read this document, to make sure you’ve bought the right home insurance policy for your needs.

Over the following pages we set out all you need to know about the insurance you’ve chosen.

In addition, there’s a whole range of covers that are included as standard in your Smart Home Insurance. This includes Family Legal Assistance, Home Emergency Cover and Cyber Assistance Cover.

Accidental damage and personal possessions are optional and can be added to your policy at any time, if you haven’t done so already.

The following documents, and any endorsements shown in your policy schedule, form the contract between you and our chosen insurers. Endorsements are extra terms or conditions of cover that may apply to your policy.

A few important things to read over:

- Policy wording
- Policy schedule
- Statement of facts

Your policy schedule will show you which sections of this policy wording apply to you and any excesses you’ll need to pay towards a claim. This includes the specific excesses for:

- subsidence, heave or landslip
- escape of water
- all other claims

Your statement of facts contains all the information you gave us and the assumptions you agreed to. Please check all the information and let us know as soon as possible if anything isn’t correct. It could affect your cover if you don’t.

Please also check your policy schedule to make sure you’re happy with the cover options you’ve chosen. If you need to make any changes to your cover, please get in touch as soon as possible. Our contact details are below.

We’ve also outlined some tips for how your smart tech can help you protect your home and help stop small problems becoming big ones.

Thanks for choosing Sky Protect. We hope you’re happy with your insurance cover and your smart tech. We look forward to helping you protect your home for the next 24 months.
Your Sky Protect Smart Tech

As part of your Smart Home Insurance, you get a range of smart tech – the Sky Protect Tech Bundle. It’s easy to install yourself and will alert you to potential issues, helping to keep your home safe and secure. Download the Sky Protect app to keep connected to your home, any time, wherever you are by accessing your smart tech, including securely stored clips. You can access your policy documents in-app too. It’s all in one place, all at your fingertips.
Tips to help keep your home safe

We recommend you install all your Sky Protect smart tech. And here are some tips you can follow to help keep your home safer against common issues like escape of water or intruders.

**Steps you can take to keep your home safer from intruders**

- We recommend you install all the devices from your Sky Protect smart tech. Your Video Doorbell and Indoor Camera can capture footage when motion is detected. Your Motion Sensor will alert you when movement is detected. You can set up instant alerts for all your smart tech in your Sky Protect app. Installing a dedicated burglar alarm is also a good precaution to take.

- Fit locks on all doors and windows. We would also suggest you install your Contact Sensors to help monitor key entry points around your home. Once set up, the Contact Sensors will alert you if a door or window is opened or closed (you can choose how and when you get these alerts through the settings in the Sky Protect app).

- When you’re away or on holiday, setting your lights to turn on in the evening is a good way to make it look like someone is home.

**Steps you can take to help prevent escape of water**

Leaks are one of the most common home insurance claims made and can cause a lot of distress. Our Leak Sensors can spot the first signs of water and fluctuating humidity. And with our incident escalation, we’ll help you troubleshoot what to do in the event of a leak and point you in the right direction through the Sky Protect app.

- Maintenance is key. Regularly check your home for cracked tiles, damaged or missing bath or shower sealant and grout, and replace them if needed. Insulate cold water tanks and all pipes including those in the attic or loft, which are most likely to freeze.

- Don’t leave running taps unattended. Make sure you know where your stopcock (also known as a stop valve) are and test them regularly so you know they’re working. You can turn off the main stopcock to stop the water supply if there’s a leak anywhere in your home.

- Leak Sensors can detect small amounts of water as well as changes in temperature and humidity which can all be early signs of a leak. Install your sensors in places like inside a sink cabinet, by the stopcock, behind a washing machine or other appliances to get alerted to the first signs of water escape.

- Leave the heating on a minimum of 15°C to reduce the risk of pipes bursting. You can set up temperature alerts for your Leak Sensors through the Sky Protect app.

- Set up an emergency contact through your Sky Protect app. They may also get alerted to issues identified by your smart home tech, if you haven’t responded.

- You should also look out for any visible signs of leaks, like damp patches or dark marks on ceilings. You can use your Leak Sensors to monitor humidity levels in specific areas of your home.

- You can find out more about optimal humidity levels in the help and support section of your Sky Protect app.
Of course, you may still need to claim on your insurance. And your smart tech can help you here too.

If you have any evidence caught on your Indoor Camera or Video Doorbell, you can use this to support your claim. Download the video clip and you can attach this to a claim submission. You can find out how to do this in the help and support section of the Sky Protect app. Make sure you do it as soon as you can, as videos are only stored for 30 days if not downloaded.

Likewise, if you have any alerts from Leak, Motion or Contact Sensors that are relevant to a claim, take a screenshot from the Sky Protect app showing them and submit it with your claim.

**Not caught on camera? No problem.**
Don’t worry if you need to make a claim and don’t have any evidence recorded by your smart tech. We understand you can’t always catch everything. The smart tech is here to help, not hinder, and we will never ask you to submit any files from them, nor hold it against you if you choose not to. This is your personal data and what you do with it is strictly up to you.

**Got a question about your Sky Protect Tech Bundle?**
For the best places to install your smart tech to help prevent unwanted incidents, please see user guide included with your Sky Protect Tech Bundle. You’ll also find many useful resources like install videos, help articles and live chat in the help and support section of your Sky Protect app.
How to contact us

### Customer Support

If you want to...

1. Change your auto-renewal choice
2. Cancel your Smart Home Insurance
3. Make a change to your policy or your payment details
4. Ask a question about your Buildings and/or Contents policy
5. Ask a question about Family Legal Assistance, Home Emergency Cover or Cyber Assistance Cover
6. Tell us about an issue with the Sky Protect Tech Bundle or the Sky Protect app

**0333 759 5090**

Mon – Fri from 8am to 8pm
Weekends from 9am to 5pm
Bank Holidays may vary

Sky Protect
Orbis Business Park
Riverside Road, Pride Park
Derby, DE24 8HY

For support relating to items 1-5:
contact@skyprotect.sky

For support relating to item 6:
tech@skyprotect.sky

### How to claim

If you want to make a claim:
Buildings, Contents or personal possessions

24 hour helpline:
**0333 759 5105**
homeclaims@uk.zurich.com

If you want to make a claim:
Home Emergency Cover

24 hour helpline:
**0333 759 5106**

If you want to make a claim:
Family Legal Assistance

Legal and tax 24 hour helpline:
**0333 759 5107**
Lifestyle counselling 24 hour helpline:
**0333 759 5109**

If you want to make a claim:
Cyber Assistance Cover

24 hour helpline:
**0333 759 5108**
How to complain

If you’re unhappy with...

• The selling of your Smart Home Insurance
• The Sky Protect Tech Bundle, Sky Protect app or warranty
• Your Buildings and Contents policy terms and conditions
• Anything to do with your Home Emergency Cover, Family Legal Assistance or Cyber Assistance Cover except in relation to claims

0333 759 5099

Sky Protect
Orbis Business Park
Riverside Road, Pride Park
Derby, DE24 8HY

complaints@skyprotect.sky

If you’re unhappy with your Buildings and/or Contents claim:

0333 759 5105

homeclaims@uk.zurich.com

If you’re unhappy with your Home Emergency Cover claim:

01737 815 913

Customer Relations – Home Emergency Inter Partner Assistance S.A. UK Branch
The Quadrangle
106-118 Station Road
Redhill, Surrey, RH1 1PR

homeemergencycomplaints@axa-assistance.co.uk

If you’re unhappy with your Family Legal Assistance or Cyber Assistance Cover claim:

01206 615 000

Arc Legal Assistance Ltd
PO Box 8921
Colchester, CO4 5YD

customerservice@arclegal.co.uk

claims.arclegal.co.uk

If you are not happy with the final response you receive about your complaint about the sale of Smart Home Insurance or anything relating to the insurance policies you bought as part of your Smart Home Insurance, you can contact the Financial Ombudsman Service. You can find further details at: financial-ombudsman.org.uk, by calling 0800 023 4567 or by writing to Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

This will not affect your legal rights. You can request details about Sky Protect’s complaints service by contacting us using the details under Customer Support above. If you require any advice on your legal rights, you can refer to adviceguide.org.uk
Section 1: Terms relating to the whole of Smart Home Insurance

Sky Protect is the provider of Smart Home Insurance. This consists of insurance and smart tech (referred to in this document as the ‘Sky Protect Tech Bundle’). We have arranged for the insurance cover to be provided by authorised third party insurers. We do not underwrite the insurance cover provided as part of Smart Home Insurance ourselves. Each part of the insurance cover (Buildings and/or Contents, Family Legal Assistance, Home Emergency Cover and Cyber Assistance Cover) is provided under a separate agreement directly between you and the insurer for that cover and you can find the terms and conditions relevant to each separate insurance cover as set out in the contents page above. For further information on our regulatory status please see the ‘About us’ section below.

We provide you with the Sky Protect Tech Bundle. It’s designed to help you monitor your home and keep it as safe as possible. If you don’t use the Sky Protect Tech Bundle, it will not impact any claim you make under the insurance cover provided as part of Smart Home Insurance.

About us
Neos Ventures Limited, trading as Sky and Sky Protect is an insurance intermediary. We are authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 752145). Our registered address is Sky Central, Grant Way, Isleworth TW7 5QD (registered company number 09941700). You can see information about our regulated status by visiting fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Sky Protect Tech Bundle, warranty and the Sky Protect app
These terms and conditions set out the agreement between you and us. Words in bold have a specific meaning in this section; ‘Terms relating to the whole of Smart Home Insurance’ and the final section, ‘Sky Protect Tech Bundle, warranty and the Sky Protect app’, which are defined below. The terms Neos, we, us, our and you, your also have the defined meaning listed here, however, to make reading this document easier they are not highlighted in bold throughout the insurance. The insurer policy terms and conditions will have separate definitions that apply only to the relevant cover.

Account
The Sky ID you must create in order to use the Sky Protect Tech Bundle.

Authorised user(s)
People given access to the Sky Protect app by the owner.

Insurer(s)

Neos/we/us/our
Neos Ventures Limited which is trading as Sky and Sky Protect.

Owner
The person who creates the account and is responsible for it including any use by the authorised users.

Sky Protect app
The app provided by Neos through which you can control the functionality of the Sky Protect Tech Bundle.

Sky Protect Tech Bundle
The package of smart tech we provide you with at no cost when you first purchase Smart Home Insurance and any additional Sky Protect smart tech that we provide to you. This includes one or more of a video doorbell, indoor camera, leak sensor, motion sensor, and contact sensors.

Smart Home Insurance
The package of insurance covers provided by third party insurers, the Sky Protect Tech Bundle and the Sky Protect app (including any functionality only provided as a benefit of having Smart Home Insurance in place).

User generated content
Any digital content recorded or created by you in using the Sky Protect Tech Bundle.

You/your
The customer that has purchased Smart Home Insurance.
Important information

Duration and Automatic Renewals

Smart Home Insurance has a 24-month term and will expire on the date shown in your policy schedule.

Before Smart Home Insurance is due to expire, we’ll write to you to inform you of any changes to the terms, conditions and coverage of your policy which would take effect at renewal and remind you that the policy is due to expire.

To make sure you benefit from continuous cover, Smart Home Insurance is set to automatically renew unless you chose to opt out of this when you purchased this product. You have the right to opt out of automatic renewal at any point in time, however, please do let us know if you wish to do this as soon as possible using the ‘Customer Support’ contact details so we don’t take any payments from you in respect of the renewal. If we cannot stop the payment from being taken, we will automatically refund this to you. In a small number of cases, we won’t automatically renew Smart Home Insurance. If this is the case, we’ll let you know in your renewal notice.

Some of the reasons we may not automatically renew Smart Home Insurance include:

a) You’ve previously told us you don’t want us to automatically renew;

b) One of the insurers that provide the cover in this policy won’t insure you for a further 24-month term and/or if you or anyone acting on your behalf has intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to the insurance;

c) You’ve got an outstanding payment due on your current policy; or

d) You’ve cancelled your direct debit or your card details have expired or your direct debit details have changed and you’ve not updated them with us.

The Sky Protect app has been developed as part of our Smart Home Insurance offering. It is only available to Smart Home Insurance policyholders and is not available for purchase elsewhere. As a result, if we do not offer to renew your policy, once your current term ends, you will only have limited access to functionality on the Sky Protect app. Full details of what functionality you will keep can be found in the separate Important Information leaflet provided with your policy documentation.

If you have not opted out of automatic renewal

We will attempt to automatically collect payment for the next period of insurance using the same payment details you gave us when you first took out the policy, unless you instruct us otherwise. Your cover will continue, at the cost and on the terms specified in the notice of renewal we have sent, after the expiry of the current policy. You will continue to have access to the functionality on the Sky Protect app.

If you have chosen to opt out of automatic renewal

Once you receive the renewal notice, you will need to contact us to confirm you wish to renew your policy and make payment for the following period. If you do not do this, your policy will automatically end, we will not take further payments and you will not be covered for any event taking place after the end of your current policy period. You’ll also need to make sure you have alternative cover in place. You will also only have limited access to functionality on the Sky Protect app. Full details of what functionality you will keep can be found in the separate Important Information leaflet provided with your policy documentation.

If you choose to opt out of automatic renewal, you may also opt back in at any time prior to the renewal date by contacting us using the details listed under ‘Customer Support’ above.

Cancellation

You can cancel Smart Home Insurance at any time. If you find that some or all of your cover does not meet your needs, please contact us using the details listed under ‘Customer Support’ above. Your 31-day cooling off period is the time during which you can cancel Smart Home Insurance and receive a full refund. How your cooling off period is calculated depends on whether you have purchased for the first time or if you are renewing it. Cancellation will terminate all covers provided under this product. However, if you do choose to cancel this product during the cooling off period you may wish to consider whether our standard 12 months Home Insurance which offers Family Legal Assistance and Home Emergency Cover as optional extras better suits your demands and needs.

If you are purchasing Smart Home Insurance for the first time, your cooling off period starts on the later of the date you:

a) Purchased Smart Home Insurance;

b) Received your policy documentation; or

c) Received the Sky Protect Tech Bundle.

If you are renewing Smart Home Insurance, your cooling off period starts on the later of:

a) The renewal date on your renewal notice; or

b) When you receive your policy documentation.

Your refund rights depend on when the policy is cancelled and are set out below:

During your cooling off period

- If you haven’t made a claim: You’ll receive a full refund of the premium you paid. You must also return the Sky Protect Tech Bundle to us otherwise you will need to pay a non-return charge. For more information about this charge and whether it is payable please refer to the Important Information leaflet provided with your policy documentation.

- If you have made a claim: you will be entitled to a refund for the remainder of the month in which you cancel. You must also return the Sky Protect Tech Bundle to us otherwise you will need to pay a non-return charge. For more information about this charge and whether it is payable please refer to the Important Information leaflet provided with your policy documentation.

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After your cooling off period:
If you cancel after the cooling off period and you have not renewed Smart Home Insurance before, you will be entitled to a refund for the remainder of the month in which you cancel but you may also have to pay an early termination charge for the Sky Protect Tech Bundle. This reflects a proportion of our costs in providing you with the Sky Protect Tech Bundle which we did on the basis that you would keep Smart Home Insurance for the full term. For more information about this charge and whether it is payable, please refer to the Important Information leaflet provided with your policy documentation. If any money is owed to us, we will take it from the account that you use to pay the direct debit for Smart Home Insurance.

If you cancel after the cooling off period and you have renewed Smart Home Insurance at least once, you will be entitled to a refund of the monthly premium for the remainder of the month in which you cancel and there will be no early termination charge for the Sky Protect Tech Bundle.

If you cancel Smart Home Insurance, please note that the functionality on the Sky Protect app will be reduced. Further detail can be found in the Important Information leaflet provided with your policy documentation.

Our rights to cancel Smart Home Insurance
We will have the right to cancel Smart Home Insurance upon giving you 14 days’ notice in the following circumstances:

a) You do not pay the monthly premium and do not respond to communications from us to update your payment details;

b) You intentionally give us or any of the insurers false or inaccurate information;

c) If we or the insurers consider it reasonable to do so to comply with or to address a suspected breach of any applicable laws including but not limited to those relating to fraud, sanctions, money laundering or terrorist financing. Where the suspected breach happened as part of the purchase process, the policy will be voided back to the start date and will be treated as if the policy never existed. Where the suspected breach happened during the term, it will be cancelled from the point that we or the insurers believe the suspected breach happened;

d) You behave in a threatening or abusive way to us or any of the insurers or any agents of either us or the insurers;

e) You break any of the terms and conditions of the contract although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days;

f) Any of the insurers cancel the cover they provide;

g) If we are unable to provide Smart Home Insurance, for example because of a change in law or regulation; or

h) If there is a change in circumstances that means one or more of the insurers who provide the insurance benefits as part of Smart Home Insurance can no longer provide the cover.

If we cancel Smart Home Insurance for any of the reasons set out above, you may also have to pay an early termination charge for the Sky Protect Tech Bundle. For more information about this charge and whether it is payable please refer to the Important Information leaflet provided with your policy documentation. This will be offset against any refund of the monthly premium that we owe you. Refunds will only be due where we have cancelled for one of the reasons in points d) to h) above.

Price and payments
You will pay a monthly premium for Smart Home Insurance which includes Insurance Premium Tax (IPT) and VAT at the current rates. This will take into account any discounts applicable. The monthly premium covers the provision of the insurance cover and the services provided on the Sky Protect app. The Sky Protect Tech Bundle is provided at no additional cost and you won’t pay a lower cost if you don’t use parts of the cover, the Sky Protect Tech Bundle or the Sky Protect app.

By agreeing to these terms and conditions, you are giving us authority to use the payment details you’ve provided us to:

a) Collect any one off charges payable when you purchase or cancel Smart Home Insurance;

b) Collect the monthly premium (payable monthly in advance); and

c) Make any change to the monthly premium if you make a change to your cover mid-term.

If your monthly premium is changing as a result of a mid-term adjustment we’ll let you know in advance of the change taking effect.

We hold the insurance premium you pay to us and any refunds we pay to you as agent of the insurers. This means that the insurers treat the insurance premium as paid to them when you pay us.

If you have provided unauthorised payment or other details, we will notify you that you need to provide updated details to us.

Moving home
If you move home during the Smart Home Insurance term, where we are able, we will provide you with a quote for your new address and if accepted we will transfer your cover to your new home. If you’re unable to take your contact and/or motion sensors to your new address please contact us and, we may provide you with replacements if we reasonably consider that you are unable to use your existing sensors. You must take all other parts of the Sky Protect Tech Bundle to your new home.

If we cannot provide you with a quote for your new address, you may keep the Sky Protect Tech Bundle and you will not be charged an early termination charge. If you decide not to accept the quote, there may be an early termination charge payable, which we will advise you of when you contact us.
Sky Protect Tech Bundle
You are responsible for all activity on your Sky Protect app and your account by members of your household and anyone who uses the Sky Protect Tech Bundle. You are responsible for any personal device, such as mobile phone or tablet, on which you use the Sky Protect app to access the Sky Protect Tech Bundle.

The Sky Protect Tech Bundle is not intended for emergency use. The notifications and alerts you receive will not result in the dispatch of emergency services but are sent to you so that you can take the further action to protect and secure your home. All life threatening, safety and emergency events should be directed to the appropriate response services.

If you suffer an emergency in your home which is covered under the Home Emergency Cover (see the paragraph ‘What is Covered’ in Section 4 below), you should follow the instructions set out in Section 4 of this policy.

You are responsible for installation of the smart tech in accordance with our instructions.

About our insurers
Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority, subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from Zurich on request. Zurich’s firm reference number is 959113.

Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James’s Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

Compensation scheme
We are covered by the Financial Services Compensation Scheme (FSCS) in relation to arranging your insurance. Each of the insurers is also covered in relation to providing you with the benefits under your policies with them. You may be able to make a claim from the FSCS if we, or any of the insurers cannot meet its respective obligations to you. You can find further information at: fscs.org.uk or by calling 0800 678 1100.

Keeping you informed and making changes to Smart Home Insurance
We will keep you updated about the services provided in Smart Home Insurance by letter, email, on sky.com/protect or via the Sky Protect app (which you should check regularly). We will treat notices sent to your email address as effective even if you don’t access your email account.

Please make sure all contact and account details you provide to us are accurate and kept up to date to ensure you receive information from us.

From time to time, we may want to make changes to Smart Home Insurance. We will give you at least 31 days’ notice by letter or email or SMS unless we are required to make changes or additions immediately for valid legal or regulatory reasons. In which case, we will try to give you as much notice as reasonably possible.

We may change or add to these terms and conditions for any of the following reasons:

a) We change, alter, improve or add to the Sky Protect Tech Bundle, the Sky Protect app and/or the insurance covers;

b) We change the way we structure or provide the Sky Protect Tech Bundle, the Sky Protect app and insurance covers to you (for example, we develop new technology to provide you with a better user experience);

c) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the Sky Protect Tech Bundle and/or the Sky Protect app);

d) We reorganise the way we structure or run our business;

e) Valid legal or regulatory reasons or decisions of the Financial Ombudsman Service, a court or a regulator; or

f) To make our terms and conditions clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same conditions.

We cannot foresee what may change in the future. This means we may make changes or additions to any of the conditions for reasons other than those set out above.

If you consider that you would be disadvantaged by a change or addition to the conditions or that the policy no longer meets your demands and needs, you may cancel Smart Home Insurance. Please refer to the ‘Cancellation’ section on page 8 above and the Important Information leaflet provided with your policy documentation for details on whether an early termination charge will be payable.

Where we are required under the terms of Smart Home Insurance to give you notice in writing, we will give you this notice by:

a) Letter, email or SMS; or

b) Where appropriate and available via a notification on the Sky Protect app.
A written notice may refer you to other widely available (written or non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we’ll notify you using another appropriate method including a phone call, on Sky Protect or through the Sky Protect app.

**Governing law and jurisdiction**

Unless we agree otherwise with you in advance, Smart Home Insurance is governed by the laws of England & Wales and the non-exclusive jurisdiction of the English courts.

**Your obligation in relation to disclosure of information**

Please ensure that you give us and the insurers accurate information when you purchase Smart Home Insurance from us, make a mid-term adjustment and when you make a claim. Failure to do so may result in your policy being cancelled, your claim being declined or any claim settlement you receive being reduced.

You must also ensure that you contact us as soon as possible if your circumstances change during the term. Examples of a change in your circumstances include where you plan to start building works, renovation or moving home.

**Advice and remuneration**

We:

a) Won’t offer any advice or any personal recommendation on the suitability of Smart Home Insurance for you;

b) Are providing information on the Smart Home Insurance cover only;

c) Are under contractual obligations with the insurers to conduct insurance distribution exclusively with each of the insurers in respect of their respective covers provided as part of Smart Home Insurance;

d) Are acting for and on behalf of each of the insurers as agent; and

e) Have no direct or indirect holding of 10% or more of the voting rights or capital in the insurers and vice versa.

When a Smart Home Insurance product is sold, we will receive a commission from the insurers based on a percentage of the of your monthly premium. If there is a surplus in profit, then we will receive an additional commission subject to meeting certain performance targets.

**Fraud prevention and detection**

In order to prevent and detect financial crime we may at any time share information about you with other organisations and public bodies including the Police. If you have purchased a joint policy, you must ensure that the joint policyholder is aware that their data may also be shared in accordance with the terms of this provision.

**Data protection**

Sky Protect acts as a controller of your personal data. This means that we are responsible for deciding how we use the personal data we hold about you. You can find out more detail about this and your privacy rights in our privacy notice at: sky.com/help/articles/sky-protect-privacy

The Sky Protect Tech Bundle is only intended to be used by you for personal or household activities, not for any professional or commercial activity. If you use the smart tech for another purpose, such as using the cameras to record beyond the boundaries of your own home (including your garden and driveway), you may be considered a ‘controller’ under data protection law and have legal obligations to anyone captured on the footage.

It is your responsibility, and not the responsibility of Neos, to ensure that you comply with any applicable laws when you use the Sky Protect Tech Bundle. You can find out more about this on the Information Commissioner’s Office website: ico.org.uk

**Customers with additional requirements**

If you would like your policy documentation in audio, large print or braille please contact Sky Protect using the contact details set out in ‘Customer Support’ on page 5.
Section 2: Your home insurance cover

Your home insurance is provided as standard as part of your Smart Home Insurance and is an agreement between you and Zurich Insurance Company Ltd. Your most recent statement of facts sets out the information you gave Sky Protect, or the assumptions you agreed to, when you purchased or amended your Smart Home Insurance.

Your policy provides cover for the parts and period of insurance shown in your policy schedule. Please read all documents to make sure the cover provided meets your needs. If not, please contact Sky Protect as soon as possible.

You must tell Sky Protect immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid, and claims will not be paid.

You should keep a record (including copies of letters and e-mails) of all information supplied to Sky Protect and us in connection with this insurance.

The conditions and exclusions that apply to the buildings, contents, and personal possessions cover are shown on pages 21-22. Please make sure that you read these as well as the cover shown in each part.

Important note
This home insurance policy is designed to insure your property against loss or damage. It does not cover the maintenance of your home or the cost of wear and tear such as replacing sealant/grout, repointing brickwork or general roof maintenance.

You should always keep your property in good repair and take reasonable steps to avoid loss or damage.

Your cancellation rights
If you find that this cover does not meet your needs, please contact Sky Protect using the contact details in the ‘Customer Support’ section of this document and they will arrange for the policy to be cancelled. You can find full details of your cancellation and refund rights on page 8.

Definitions
Certain words have specific meanings when they appear in this section. These meanings are shown below or in the part where they apply. They are printed in **bold** type.

For Family Legal Assistance, Home Emergency Cover and Cyber Assistance Cover, different definitions will apply as shown in the relevant section of this document.

**Battery assisted cycle** – a pedal cycle with a battery powered assist which is unable to propel at more than 15.5 miles per hour and not legally required to be licensed for road use.

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

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

**Handheld computers** – are laptop computers, tablets, e-readers and satellite navigation equipment.

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

**Personal possessions** – Property which is worn, used or carried about the person in everyday life which belongs to you or your **family**, or for which you are responsible, and is covered in and away from the home.

**Sky Protect** – Neos Ventures Limited trading as Sky and Sky Protect with its registered address at Sky Central, Grant Way, Isleworth TW7 5QD (registered company number 09941700).

**Unoccupied** – if the home is either:
• not lived in by you (or a person you have authorised); or
• without enough furniture for normal living purposes.

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

**Vehicles and craft** – any electrically or mechanically powered vehicles or scooters, motorised pedal cycles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, drones or UAVs (unmanned aerial vehicles), all-terrain vehicles or quad bikes other than:
• domestic gardening equipment;
• battery operated golf trolleys;
• wheelchairs or similar electric scooters, specifically designed for the disabled or infirm which are not legally required to be licensed for road use;
• **battery assisted cycles**;
• models or toys (but not drones or UAVs) which are battery operated and/or pedestrian controlled.
Part 1: Buildings

Buildings are:

• the main structure of your home at the address shown in your policy schedule, including its permanent or soon-to-be-fitted fixtures and fittings if they are owned by you;

• domestic outbuildings, car-ports and private garages, (including garages on nearby sites) that form part of your home;

• ornamental ponds or fountains, swimming pools, tennis courts, permanently fitted hot tubs and jacuzzis;

• professionally designed, built and installed solar panel equipment, fixed wind turbines and electric vehicle charging points;

• central-heating fuel tanks, cesspits and septic tanks;

• fences, gates, hedges, lampposts, railings and walls;

• drives, paths, patios, decking, statues, terraces and brick-built barbecues.

But not:

• satellite television-receiving equipment or television and radio aerials.

Events

We cover sudden and unexpected loss of or physical damage to the buildings caused by events 1 to 13 (and 14 if accidental damage is shown as selected in your policy schedule).

We do not cover:

• events 3, 6, 8, 10, 11 or 14 when the home is unoccupied for more than 60 days in a row.

1. Fire, lightning, explosion or earthquake.

2. Riot.

3. Malicious damage, but not if caused by you or your family, tenants, lodgers or paying guests.

4. Animals, vehicles or aircraft and other flying objects (or anything falling from them) hitting the buildings.

5. Storm, including weight of snow, or flood, but not to fences, gates, hedges or railings unless covered under buildings 'Extra cover 21' (Garden cover).

6. Theft or attempted theft.

But not:

• if this is caused by deception; or

• while your home is lent, let or sublet to tenants, lodgers or paying guests unless violence and force are used to break into or out of your home.

7. Subsidence or ground heave of the site that your buildings stand on, or landslip.

Other than:

• from the coast or a riverbank being worn away;

• damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios, decking, statues, terraces and brick-built barbecues unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;

• damage caused by or resulting from structural alteration, repair, renovation or other building works;

• to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;

• from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design.

8. Escape of water from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting.

But not:

• loss or damage caused by the failure or lack of grout or appropriate sealant.

9. Falling trees or branches, lampposts or telegraph poles.

10. Oil leaking from any fixed appliance, pipe or tank.

11. Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.

12. Breakage or collapse of satellite receiving equipment or television and radio aerials.

13. Accidental damage to cables and underground pipes serving your home for which you are legally responsible including the cost of breaking into and repairing the pipe between the main sewer and your home following a blocked pipe.

Optional additional cover

14. Accidental damage to the buildings.

But not damage:

• excluded under events 1 to 13;

• caused by a lodger or any person the home is lent, let or sublet to;

• caused by a person you employ to carry out maintenance or repair work;

• caused by or resulting from structural alteration, repair, renovation or other building works.
Your liability to others

IMPORTANT NOTICE
Liability arising from incidents which happen in buildings or the land belonging to it is by law, nearly always the responsibility of the occupier rather than the owner. We do not cover your personal liability or liability as an occupier under this part but include it under the contents part of this cover.

15. We cover your legal liability:
• as owner of the buildings and their land, but not as occupier;
• resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

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

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

We will not pay if the liability arises from:
• the death, injury or illness of you or your family or any person employed by you or your family;
• loss or damage to any property that you or your family own or are responsible for;
• a contract that says you or your family are liable for something which you or they would not otherwise have been liable for.

Extra covers (included automatically)

Any payout under this ‘Extra Covers’ part will be in addition to any payout under events 1 to 13 (and 14 if selected) of the buildings cover.

16. Alternative accommodation – if your home is not fit to live in following loss or damage covered by this part, we will pay:
• the reasonable cost of similar alternative accommodation for you, your family and your pets;
• ground rent which you have to pay;
• rent which should have been paid to you.

This will only apply during the time needed to restore your home to a condition which is fit to live in. The most we will pay is £100,000.

17. Replacing locks – we will pay up to £1,000 to replace keys and locks to external doors and windows of your home (but not to garages and outbuildings) if you lose your keys or they are stolen anywhere in the world.

This cover is included under both buildings and contents parts. If both are in force, we will only pay under one part.

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

19. Emergency access – we will pay the costs incurred following loss or damage to the buildings and/or the garden within the boundaries of your home caused by the emergency services gaining access for a medical emergency or to help prevent loss or damage to the home.

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

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

We cover sudden and unexpected loss of or physical damage to your garden caused by events a) to g).

a) Fire, lightning, explosion or earthquake.
b) Riot.
c) Malicious damage, but not if caused by you or your family, tenants, lodgers or paying guests.
d) The garden being hit by vehicles or aircraft but not garden machinery, or any other vehicles used in the garden.
e) Storm or flood:
• to the garden;
• to fences, gates, hedges or railings at the home, as long as the main structure of your home, private garages or domestic outbuildings are damaged at the same time by the same cause;

But not:
• frost damage;
• flood damage to lawns.

f) Theft or attempted theft.
g) Falling trees or branches, lampposts or telegraph poles.

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

We do not cover:
• event c) or f) when the home is unoccupied for more than 60 days in a row.
Contents are:

- household goods and personal property;
- **valuables** (up to the limits shown in your policy schedule);
- satellite television-receiving equipment and television and radio aerials;
- **money** or the unauthorised use of a charge, credit or debit card up to £500 (you and your family must keep to your card issuer’s conditions);
- pedal cycles and **battery assisted cycles** up to £500 for any one pedal cycle including accessories;
- office equipment used for your business, profession or trade up to £10,000;
- loss of oil or metered water up to £2,000 following accidental damage to the water or heating system.

Contents are not:

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

Events

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (and 14 if accidental damage is shown as selected in your policy schedule) to the **contents** in your home which are owned by:

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

**We do not cover:**

- Events 3, 6, 8, 10, 11 or 14 when the home is **unoccupied** for more than 60 days in a row.

**We do not pay more than:**

- £1,000 for personal property belonging to your visitors or your domestic employees (**money** and **valuables** are not covered);
- £5,000 for theft of **contents** which are stored in garages or outbuildings at your home.

1. Fire, lightning, explosion or earthquake.
2. Riot.
3. Malicious damage.

**But not:**

- if caused by you or your **family**, tenants, lodgers or paying guests.

4. Aircraft, animals or vehicles hitting the **buildings**.
5. Storm or flood.
6. Theft or attempted theft.

**But not:**

- if caused by deception;
- while your home is lent, let or sublet to tenants, lodgers or paying guests unless violence and force are used to break into or out of your home.

7. Subsidence or ground heave of the site your **buildings** stand on, or landslip.
8. Escape of water from any fixed appliance, pipe, tank or fish tank.

**But not:**

- loss or damage caused by the failure or lack of grout or appropriate sealant.

9. Falling trees or branches, lampposts or telegraph poles.
10. Oil leaking from any fixed appliance, pipe or tank.
11. Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
12. Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
13. Accidental damage to:

- audio, hi-fi, television (including satellite receivers and set-top boxes), DVD, video or telecommunication equipment and video game consoles;
- computers;
- satellite television-receiving equipment or television and radio aerials.

**But not:**

- mobile phones, computer software, **handheld computers** or electronic toys.

14. Accidental damage to the **contents** (including handheld computers and mobile phones).

**But not damage:**

- excluded under events 1 to 12;
- caused by or resulting from structural alteration, repair, renovation or other building work;
- caused by a lodger or any person the home is lent, let or sublet to;
- to clothing or contact lenses;
- to computer software or electronic toys;
- to **contents** in the open.

Optional additional cover

15. We cover you or your **family**

**Your liability to others**

**IMPORTANT NOTICE**

Liability arising from incidents which happen in **buildings** or the land belonging to it is by law, nearly always the responsibility of the occupier rather than the owner. If you are the owner but not the occupier of the **buildings** please note that this part does not cover your legal liability as the owner of the home and its land. That cover is included under the Buildings part of this cover.

16. We cover you or your **family** for any legal liability you have as occupiers of the home (or as private individuals) to compensate others if, following an accident anywhere in the world during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

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

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

**We will not pay:**

If the liability arises from you or your **family**:

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

We will not pay if the liability arises from:

- death, injury or illness of you or your **family**;
- loss of or damage to any property owned by you, your **family** or your domestic employees or that you or they are responsible for;
- you or your **family** passing on any illness or virus;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the United Kingdom).

**Extra covers (included automatically)**

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

17. Temporary removal – we will pay up to £5,000 for loss of or damage to **family contents** while temporarily removed from your home to within the United Kingdom, the Isle of Man or the Channel Islands caused by:

- events 1, 2, 4, 5 and 7 to 10;
- theft from:
  - a deposit box in a bank;
  - a building where you or your **family** work;
  - a house or flat where you or your **family** are temporarily living;
  - any other building, including student accommodation where a member of your **family** is in full time education at college or university, as long as violence and force are used to break into or out of the building.

**We will not pay for:**

- loss of or damage to **contents**:
  - removed for sale, exhibition or storage;
  - in the open caused by storm or flood;
- theft of **money** from a building where you or your **family** work;
- loss of or damage to office equipment including laptop computers.
18. Moving to a new home – we will pay for sudden and unexpected loss of or physical damage to your contents (but not money) while they are being moved to your new permanent home in the British Isles by professional removers. This includes while they are temporarily stored for up to seven days in furniture storage.

We will not pay for:

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

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

• one month before and after Christmas or a similar religious festival to cover gifts and related additional purchases;
• one month before and after the wedding day or civil ceremony of you or any member of your family to cover gifts and related purchases in your home, at the reception, in the couple’s shared home or being transported between any of these places;
• one month before and after the birth of your child, or your adoption of a child, to cover gifts and related purchases in your home.

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

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

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

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

23. Replacing locks – we will pay up to £1,000 to replace keys and locks to external doors and windows of your home (but not to garages and outbuildings) if you lose your keys or they are stolen anywhere in the world.

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

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

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

26. Frozen food – we will pay up to £500 to replace food and drink in your fridge or freezer that you cannot use following the breakdown of the appliance or the failure of the power supply.

But not:

• if this was caused by the deliberate act of the supply authority.

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

28. Electronic data downloads - we will pay up to £2,500 to replace legally downloaded electronic data that cannot be recovered by other means following loss or damage as a result of events 1 to 8.

We will not pay:

• for the cost of reconstituting any films, tapes or discs or rewriting of any stored information.

This cover is included under both buildings and contents parts. If both are in force, we will only pay under one part.
Part 3: Personal possessions

Events

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

We will not pay for:

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

Unspecified personal possessions

The most we will pay is:

- up to £2,000 for any item of clothing, sports equipment or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards;
- up to £500 for any one unspecified pedal cycle or battery assisted cycle including accessories;
- up to £500 for loss of money or the unauthorised use of a charge, credit or debit card by someone other than you or your family. You and your family must keep to your card issuer’s conditions.

We will not pay for:

- more than the sum insured shown in your policy schedule.

Specified personal possessions

The most we will pay is the sum insured for that item shown in your policy schedule. The sum insured must be enough to replace the item on a like-for-like basis with the same or nearest equivalent item as new.
How we settle claims

Buildings
We will decide whether to repair, replace, make a cash payment, or reinstate the damaged part of the buildings or garden. We will have the option to do this by using one of our suppliers.

How much we will pay
We will pay the full cost of the work up to the policy limits shown in your schedule, including:

• architect’s, surveyor’s, and legal fees;
• the costs of removing debris from the site and/or demolishing or shoring up the buildings;
• other local authority costs or fees we have agreed.

as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of your property that resulted from the damage. However, we will not pay more than the cost to us of using our suppliers for the repair or replacement or reinstatement of the buildings or garden.

Work completed by our approved suppliers following an insured claim under this cover is guaranteed for a minimum of 12 months.

We will take off an amount for wear and tear if your buildings are not properly maintained.

The most we will pay is the limit shown in this part or the sum insured shown in your policy schedule. This figure must be enough to fully rebuild your home if the buildings were completely destroyed (this is not necessarily the market value). You must make sure the sum insured is enough to cover the full replacement cost of your buildings as new.

Should the sum insured be less than the full replacement cost we will reduce the amount we will pay in proportion with the under insurance. For example, if the overall buildings sum insured is 80% of the amount needed to rebuild your home, we will only pay 80% of your claim.

Contents
We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay the full replacement cost.

You may be asked to provide any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. Failure to provide proof of ownership could mean that your claim is refused. We will have the option to use one of our suppliers to validate the loss or repair.

How much we will pay
The most we will pay for valuables is the limit shown in your policy schedule.

The most we will pay for all other items is the limit shown in this part or the sum insured shown in your policy schedule. This figure must be enough to replace all the contents within your home with new items of the same or nearest equivalent quality and type. You must make sure the limits of cover shown on your policy schedule are enough to cover all your contents.

Should the limits be less than the full replacement cost we will reduce the amount we will pay in proportion with the under insurance. For example, if the overall contents cover sum insured is 80% of the amount you require to replace all your contents, we will only pay 80% of your claim.

Please note
Remember to review your sums insured whenever you purchase new items. The value of items such as jewellery, precious metals, clocks, watches and collections can go up or down so you should review your cover periodically to ensure that these items are always insured for the correct amount.
Personal possessions

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay the full replacement cost.

You may be asked to provide any repair accounts, invoices, receipts, valuations, or any other forms of proof of ownership to help substantiate your claim. Failure to provide proof of ownership could mean that your claim is refused. We will have the option to use one of our suppliers to validate the loss or repair.

Please note

Remember to review your sums insured whenever you purchase new items. It is your responsibility to ensure that you are covered for the correct value which should represent the full replacement cost of your personal possessions as new. For specified items, the value of items such as jewellery, precious metals and watches can go up or down so you should review your cover periodically to ensure that these items are always insured for the correct amount to replace as new.

Should the specified item values shown on your schedule be less than the full replacement cost we will reduce the amount we will pay in proportion with the under insurance. For example, if you insure an item of jewellery for 80% of what it would cost to replace it as new, we will only pay 80% of your claim.

All parts – buildings, contents and personal possessions

Your excess

When we pay your claim, we will take off the amount of the excess shown in your policy schedule except under:

• ‘Your liability to others’ (both for buildings and contents claims);
• ‘Extra covers 16, 17 and 18’ (buildings); and
• ‘Extra covers 21 to 28’ (contents).

If we pay your claim in cash we will take off the amount of the excess shown in your policy schedule. If we repair or replace an insured item, you must pay the excess to the company providing the repair or replacement.

If you make a claim for loss or damage that affects more than one part of the cover (buildings, contents and personal possessions) and which is caused by the same incident occurring at the same time, we will only apply one excess. If the excess or voluntary excess is different under each part, the higher excess shown in your policy schedule will apply.

Matching items (pairs, sets and suites)

We treat each item of a matching pair, set or suite as a separate item. We will not cover the cost of repairing or replacing any undamaged item or part of any item simply because it forms part of a matching set or suite. That is, if a bathroom sink is damaged we will only repair or replace the damaged sink, not the whole bathroom suite or if a dining room chair is damaged we will repair or replace the damaged chair only, not the whole set.

Important information

You must ensure that sum(s) insured are not less than the full cost of rebuilding the property and/or replacing all your contents and valuables as new; failure to do so may invalidate your policy or reduce claims settlements.

See ‘Conditions which apply to the buildings, contents, and personal possessions cover’ on the next page.
Conditions which apply to your buildings, contents and personal possessions cover

**Conditions**

1. You must do all you can to prevent and reduce any costs, damage, injury or loss.

2. You must tell us about any insurance related incidents of loss, damage (such as fire, water damage, theft or an accident) or liability as soon as possible whether or not they give rise to a claim. You must give us all the information and help we reasonably request. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your insurance, including proceedings for recovering any claim payments.

3. You must not negotiate or admit responsibility or make any offer, promise or payment without our permission.

4. You must report any loss, theft, attempted theft or malicious damage to the police as soon as possible.

5. Fraud
    - If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:
      - void the cover in the event of any fraud which occurred during the sales journey, which means we will treat the insurance as if it had never existed; or
      - terminate the cover with effect from the date of any fraud which occurred during the period of insurance; and in either case, we will:
        - not return to you any premium paid;
        - not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
    - seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
    - inform the police, other financial services organisations and anti-fraud databases, as set out under the section headed ‘Fraud prevention and detection’ on page 11 of this document.

6. We may cancel your policy where there is a valid reason for doing so by giving you 14 days’ notice in writing to your last known address. Valid reasons may include but are not limited to:
   - If you advise Sky Protect of a change of risk under your policy which we are unable to insure;
   - Where you fail to respond to reasonable requests from us for further information or documentation;
   - Where you have given incorrect information and fail to provide clarification when requested;
   - The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

You have the right to cancel your policy at any time by contacting Sky Protect.

If you fail to pay your premium, we may cancel the cover and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your cover by a third party but seek full recovery of any payments made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

7. Unless we agree otherwise with you, this cover will be governed by English law and the non-exclusive jurisdiction of the English courts in the event of a dispute between us. Unless agreed otherwise, we will communicate to you in English.

8. If any claim is covered by any other insurance, we will not pay for more than our share of that claim.

9. Your duty to check information and tell us of any changes. It is also important you check your most recent statement of facts as this sets out the information Sky Protect was given, or the assumptions you agreed to when you purchased the policy.

Although we may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete. You must tell Sky Protect immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information, please contact Sky Protect as soon as possible.

Changes to information we need to be informed of include, but are not limited to, these situations:
   - a temporary or permanent change of address;
   - if your home becomes unoccupied or unfurnished;
   - a change of occupancy (e.g. becoming let, sublet or part let);
   - if the costs of rebuilding your home in full or replacing all your contents as new exceed the limits shown in your policy schedule;
   - if you or anyone currently living with you has a conviction, pending prosecution or a police caution for any offence other than driving offences;
   - if you or anyone currently living with you have been declared bankrupt, or are subject to bankruptcy proceedings;
   - if your home is being used for business or professional purposes;
   - if your home is not in a good state of repair;
   - if your home is undergoing structural alteration, repair, renovation or other building works and the total cost exceeds, or is likely to exceed, £25,000 (including materials).
Any changes, if accepted by Sky Protect on our behalf, will apply from the date indicated on your updated policy schedule. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance. Sky Protect will inform you of any change in the premium or cover.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your cover, as set out under Condition 6 on page 21.

If you have given us or Sky Protect inaccurate information this can affect your cover in one or more of the following ways:

• If we would not have provided you with any cover we will have the option to:
  - void the cover, which means we will treat it as if it had never existed and repay the premium paid; and
  - seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.

• If we would have applied different terms to your cover, we will have the option to treat your cover as if those different terms apply;

• If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium to be paid in full.

10. Building works
If you plan to undertake any structural alteration, repair, renovation or other building work at your property and the total cost is more than £25,000 (including materials) you must tell us at least 21 days before work commences so that we can assess any increase in the risk of loss or damage to your home.

We may then alter the terms of your cover or we may be unable to continue insuring your home. Examples of situations where we may be unable to continue cover include, but are not limited to:

• where you have entered into a contract which removes or limits your legal rights against the contractor;

• where your contractor does not hold adequate Public Liability cover;

• where the home is to be unoccupied for more than 60 days.

11. Sanctions
We will not be held liable to provide cover or make any payments or provide any service or benefit to any insured person or other party to the extent that such cover, payment, service, benefit and/or business or activity of the insured person would in Zurich’s reasonable opinion violate any applicable laws including but not limited to those related to fraud, sanctions, money laundering or terrorist financing.

Exclusions which apply to your buildings, contents and personal possessions cover

We will not pay for the following:

1. Any reduction in value.

2. Any loss which happens as an indirect result of an event for which you are insured.

3. Any accident or incident that happens outside any period of insurance covered by this cover.

4. Loss or damage resulting from any structural alteration, repair, renovation or other building work where the total cost exceeds, or is likely to exceed, £25,000 (including materials) unless we have been provided with full details at least 21 days before the works commence and have agreed continued cover.

5. Loss or damage to any items used in connection with any business, trade or profession except office equipment used for clerical purposes in the home.

6. Any legal liability resulting from any business, trade or profession.

7. Any claim or damage resulting from:
   • deliberate or criminal acts by you or your family;
   • gradual causes including deterioration or wear and tear;
   • mildew, fungus, the effects of light or the atmosphere, frost, wet or dry rot;
   • any process of cleaning, repair or alteration;
   • vermin, insects and chewing, scratching, tearing or fouling by pets;
   • electrical or mechanical failure or breakdown;
   • faulty design, materials or workmanship;
   • the failure of a computer chip or computer software to recognise a true calendar date;
   • computer viruses, including malware and ransomware;
   • ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
   • war, revolution or any similar event;
   • pollution or contamination which was:
     - the result of a deliberate act;
     - expected and not the result of a sudden, unexpected and identifiable incident.

8. Any claims arising directly or indirectly from an act of terrorism. In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.
Section 3: Family Legal Assistance

Family Legal Assistance cover is standard as part of your Smart Home Insurance and is an agreement between you and Arc Legal Assistance Limited.

Family Legal Assistance covers:
• Assistance helplines including 24/7 legal advice, counselling and tax-related helplines;
• Insurance for legal costs of up to £50,000 per claim for certain types of disputes;
• Access to legal documents such as a letter to request a neighbour to cut back a tree, or to request a refund for goods not matching their description.

This cover is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by AmTrust Europe Limited, on whose behalf we act.

Assistance services

Legal and tax helpline
You can use the helpline service which operates 24 hours a day, seven days a week, to discuss any legal or taxation problem occurring within Great Britain which arises during the period of insurance.

Simply telephone 0333 759 5107 and quote ‘Sky Protect’.

For our joint protection telephone calls may be recorded and/or monitored.

Lifestyle counselling helpline and online support service
This service can help you deal with personal relationship problems, problems with colleagues or stress in the workplace and other issues affecting your general wellbeing. It provides a confidential, professional telephone counselling service by providing immediate emotional support, advice and practical information, 24 hours a day, 365 days a year.

Our specialists and counsellors are also trained to help you with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which you can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the lifestyle counselling helpline on 0333 759 5107 or you can access the online support service by visiting arclegal.co.uk/carefirst where you will be required to enter a username: Sky Protect and password: Sky Protect.

Legal assistance portal
As an addition to your legal expenses cover and assistance helplines, you can use our online legal assistance portal. This will provide you with:
• Online legal document templates that can help you with legal problems you have under your cover such as consumer or property disputes;

• ‘Advice Tree’ - our legal encyclopaedia offering guidance on how personal legal issues could be resolved;
• Legal assistance helpline booking service so that you can arrange for one of our legal advisers to call you;
• Access to our online claim system if you have spoken to a legal adviser and need to start a claim under your cover.

The service can be accessed by visiting sky.lap.arclegal.co.uk where you can register your details and access this service.

Legal costs insurance
If a claim is accepted, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives’ fees unless it is necessary to start court proceedings or a conflict of interest arises. Where it is necessary to start court proceedings, or a conflict of interest arises, and you want to use a legal representative of your own choice, advisers’ costs payable by us are limited to no more than:

a) our standard advisers’ costs; or
b) the amount recoverable under the civil procedure fixed recoverable costs regime, whichever is the lower amount.

Your Family Legal Assistance covers costs as detailed under the separate sections of cover, up to the maximum amount payable where:

a) The insured event takes place in the period of insurance and within the territorial limits; and
b) The legal action takes place within the territorial limits.

This insurance does not provide cover where something you do, or fail to do, prejudices your position or the position of the insurer in connection with the legal action.

Important conditions
If your claim is covered under this insurance and no exclusions apply then it is vital that you comply with the conditions of this insurance in order for your claim to proceed. The conditions applicable to this insurance are contained under the ‘Conditions’ section on page 29 and should be read carefully.

Some of the main conditions to this insurance are:

1. Prospects of success
There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves your interests. The assessment of your claim and the prospects of its success will be carried out by an adviser. If the adviser determines that there is not a 51% or greater chance of success, then we may decline or discontinue support for your case.

2. Proportional costs
An estimate of the costs to deal with your claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of your case and will be carried out by the independent adviser. If the estimate exceeds the amount in dispute then we may decline or discontinue support for your case.
3. Giving the insurer all the important information
Cover is provided based on the information provided to Sky Protect when purchasing the Sky Protect policy. You must take reasonable care to provide accurate answers to the questions asked when you take out, or make changes to, your policy. If the information provided by you is not accurate the extent of cover may be affected and:

- the insurer may cancel your cover and refuse to pay any claim; or
- the insurer may not pay any claim in full.

We will write to you if the insurer:
- intends to cancel your cover; or
- needs to amend the terms of your cover; or requires you to pay more for your insurance.

If you become aware that information you have given is inaccurate, you must inform us.

4. Freedom of choice
Only at the point it may be necessary to start court proceedings do you have the right to choose an adviser of your own choice to act for you. Should you choose to do so, we will only pay standard advisers' costs up to the amount specified in the maximum amount payable definition and may, at our discretion, vary from time to time.

Definitions
Where the following words appear in bold, they have these special meanings. The terms we, us, our, ourselves and you, your, yourself also have the defined meaning listed here, however, to make reading this document easier they are not highlighted in bold throughout the insurance.

Adviser
Our specialist legal prospects assessors, panel solicitors or accountants (or their agents) appointed by us to act for you, or (subject to our agreement) where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by you.

Advisers’ costs
Legal or accountancy fees and disbursements incurred by the adviser.

Adverse costs
Third party legal costs awarded against you which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Civil procedure fixed recoverable costs regime
Third party legal costs awarded against you which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Conditional fee agreement
An agreement between you and the adviser (or between us and the adviser) which sets out the terms under which the adviser will charge you (or us) for their fees.

Conflict of interest
Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of employment
A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Costs
Standard advisers’ costs and adverse costs.

Daily rate
An amount equal to 1/250th of either of the following:
- a) If you are employed, the average of the amounts shown on your payslips from your employer during the last 12 months (excluding bonus payments and overtime); or
- b) If you are self-employed, the monthly average of the income you declared to HM Revenue & Customs for the previous tax year.

Data protection legislation
The relevant data protection legislation in force within the territorial limits where this cover applies at the time of the insured event.

Employee
An individual who has entered into or (works under or, where the employment has ceased, worked under) a contract of employment.

Home
The building (as defined in your home insurance cover) shown on your policy schedule.

HM Revenue and Customs full enquiry
An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.

Identity fraud
A person, or group of persons, knowingly using a means of identification belonging to you without your knowledge or permission with intent to commit, or assist another to commit, an illegal act.

Insured event
The incident (or the start of a transaction, or series of incidents), which may lead to a claim (or claims) being made under the terms of this insurance.

Insurer
AmTrust Europe Limited.

Legal action(s)
- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance; or
- b) The defence of criminal prosecutions to do with your employment.

Legal helpline
The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum amount payable
We will pay up to £100 per hour plus VAT up to a **maximum amount payable** in respect of an **insured event** which is £50,000.

For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of insurance
This insurance provides cover from the date it was added to your home insurance to which it attaches to the end date shown on your policy schedule. For the avoidance of doubt, if your home insurance is cancelled, suspended or withdrawn, this family legal assistance cover will also be cancelled, suspended or withdrawn.

Sky Protect
Neos Ventures Limited trading as Sky and **Sky Protect** with its registered address at Sky Central, Grant Way, Isleworth TW7 5QD (registered company number 09941700). Neos Ventures Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 752145).

Standard advisers’ costs
The level of **advisers’ costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **maximum amount payable** and may, at our discretion, vary from time to time.

Standard basis of assessment
The basis of assessment of costs of litigation where the court will only allow costs which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not costs were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.

Territorial Limits
**Great Britain.**

**We/us/our**
Arc Legal Assistance Limited.

**You/your yourself**
Any person who has paid the premium, or on whose behalf the premium has been paid, and been declared to us by **Sky Protect** and is permanently resident at the property covered under a household insurance policy. Cover also applies to your family members’ resident with you. If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to or out of your death.

Your cover

Consumer pursuit

What is covered
**Costs** to pursue a **legal action**, arising from an **insured event**, following a breach of a contract you have entered into for buying or renting goods or services for your private use. The contract must have been made after you first purchased this insurance unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

What is not covered

Claims:
- where the amount in dispute is below £250 plus VAT;
- for, or related to, professional negligence;
- involving a vehicle owned by you or for which you are legally responsible;
- arising from a dispute with any government, public or local authority;
- arising from the purchase or sale of your main **home**;
- relating to a lease tenancy or licence to use property or land;
- relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you;
- directly or indirectly arising from planning law;
- directly or indirectly arising from constructing buildings or altering their structure for your use, except in relation to disputes where the amount in dispute is below £500 inc. VAT.

Consumer defence

What is covered
**Costs** to defend a **legal action**, arising from an **insured event**, brought against you following a breach of a contract you have entered into for selling your own personal goods. The contract must have been made after you first purchased this insurance unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

What is not covered

Claims:
- where the amount in dispute is below £250 plus VAT;
- involving a vehicle owned by you or which you are legally responsible for;
- arising from a dispute with any government, public or local authority;
- arising from the sale or purchase of your main **home**;
- relating to a lease tenancy or licence to use property or land.
**Personal injury**

**What is covered**

Costs to pursue a legal action, arising from an insured event, following an accident, resulting in your personal injury or death, against the person or organisation directly responsible.

If the legal action is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the adviser must enter into a conditional fee agreement which waives their own fees if you, or your estate, fail to recover the damages that being claimed in the legal action in full or in part. If the damages being claimed are below the small claims track limit advisers’ costs will not be covered but you, or your estate, can access the legal helpline for advice on how to take the case further.

**What is not covered**

- arising from medical or clinical treatment, advice, assistance or care;
- for stress, psychological or emotional injury unless it arises from you suffering physical injury;
- for illness, personal injury or death caused gradually and not caused by a specific sudden event;
- involving a vehicle owned or driven by you.

**Clinical negligence**

**What is covered**

Costs to pursue a legal action, arising from an insured event, for damages following clinical negligence, resulting in your personal injury or death, against the person or organisation directly responsible.

If the legal action is going to be decided by a court in England or Wales and the damages you, or your estate, are claiming are above the small claims track limit, the adviser must enter into a conditional fee agreement which waives their own fees if you, or your estate, fail to recover the damages that being claimed in the legal action in full or in part. If the damages you, or your estate, are claiming are below the small claims track limit advisers’ costs will not be covered but you, or your estate, can access the legal helpline for advice on how to take the case further.

**What is not covered**

- for stress, psychological or emotional injury unless it arises from you suffering physical injury.

**Employment disputes**

**What is covered**

Standard advisers’ costs to pursue a legal action, arising from an insured event, brought before an Employment Tribunal (or its equivalent in Scotland against an employer (or ex-employer) for breach as an employee of your:

- contract of employment; or
- legal rights under employment laws.

**What is not covered**

- for a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man);
- for standard advisers’ costs of any disciplinary, investigatory or grievance procedure connected with your contract of employment or the costs associated with any settlement agreement;
- where the breach is alleged to have commenced or to have continued after termination of your employment;
- for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.

**Property infringement**

**What is covered**

Costs to pursue a legal action, arising from an insured event, for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.

**What is not covered**

- in respect of works undertaken, to be undertaken by or under the order of any government or public or local authority;
- for adverse possession;
- in respect of a contract you have entered into;
- directly or indirectly arising from planning law;
- directly or indirectly arising from constructing buildings or altering their structure for your use;
- directly or indirectly arising from:
  - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building);
  - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground);
  - land slip (meaning downward movement of sloping ground);
  - mining or quarrying.
### Property damage
**What is covered**
Costs to pursue a legal action, arising from an insured event, for damages against a person or organisation that causes physical damage to your main home or your personal effects. The damage must have been caused after you first purchased this insurance.

**What is not covered**

<table>
<thead>
<tr>
<th>Claims:</th>
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</thead>
<tbody>
<tr>
<td>• in respect of works undertaken, to be undertaken by or under the order of any government or public or local authority;</td>
</tr>
<tr>
<td>• for adverse possession;</td>
</tr>
<tr>
<td>• in respect of a contract you have entered into;</td>
</tr>
<tr>
<td>• directly or indirectly arising from planning law;</td>
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<td>• directly or indirectly arising from constructing buildings or altering their structure for your use;</td>
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<td>• subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building):</td>
</tr>
<tr>
<td>– heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground);</td>
</tr>
<tr>
<td>– land slip (meaning downward movement of sloping ground);</td>
</tr>
<tr>
<td>– mining or quarrying.</td>
</tr>
</tbody>
</table>

### Tax
**What is covered**
Standard advisers’ costs, arising from an insured event, incurred by an accountant if you are subject to an HM Revenue and Customs full enquiry into your personal Income Tax position, provided that the insured event arises on the date that you or your adviser are contacted, either verbally or in writing, by the relevant department of HM Revenue and Customs advising you of either dissatisfaction with your returns, or amounts paid, or giving notice of intention to investigate.

This cover applies only if you have:

<table>
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<th>Claims:</th>
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</thead>
<tbody>
<tr>
<td>• maintained proper, complete, truthful and up to date records and;</td>
</tr>
<tr>
<td>• made all returns at the due time without having to pay any penalty and;</td>
</tr>
<tr>
<td>• provided all information that HM Revenue and Customs reasonably requires.</td>
</tr>
</tbody>
</table>

**What is not covered**

<table>
<thead>
<tr>
<th>Claims:</th>
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</thead>
<tbody>
<tr>
<td>• deliberate misstatements or omissions have been made, to the authorities or;</td>
</tr>
<tr>
<td>• income has been under-declared because of false representations or statements by you or;</td>
</tr>
<tr>
<td>• you are subject to an allegation of fraud.</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Claims:</th>
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</thead>
<tbody>
<tr>
<td>• for standard advisers’ costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs;</td>
</tr>
<tr>
<td>• for enquiries into aspects of your tax return (aspect enquiries).</td>
</tr>
</tbody>
</table>

### Property sale and purchase
**What is covered**
Costs, arising from an insured event, to pursue or defend a legal action in respect of a breach of a contract for the sale or purchase of your main home.

**What is not covered**

<table>
<thead>
<tr>
<th>Claims:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• where you have purchased this insurance after the date you completed the sale or purchase of your main home;</td>
</tr>
<tr>
<td>• for and/or in any way related to professional negligence;</td>
</tr>
<tr>
<td>• directly or indirectly arising from planning law;</td>
</tr>
<tr>
<td>• directly or indirectly arising from constructing buildings or altering their structure for your use.</td>
</tr>
</tbody>
</table>

### Personal identity fraud
**What is covered**
Costs to pursue actions within the territorial limits relating to a single act, or the start of a series of single acts, against you by one person or group of people:

<table>
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<tr>
<th>Claims:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• to defend your legal rights and/or take steps to remove County Court Judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services. Cover is only available if you deny having entered into the contract and allege that you have been the victim of identity fraud;</td>
</tr>
<tr>
<td>• to deal with all organisations that have been fraudulently applied to for credit, goods or services in your name or which are seeking monies or have sought monies from you as a result of identity fraud;</td>
</tr>
<tr>
<td>• in order to liaise with credit referencing agencies and all other relevant organisations on your behalf to advise that you have been the victim of identity fraud.</td>
</tr>
</tbody>
</table>
**Jury service**

**What is covered**

Payment will be made where you are required to attend jury service arising during the period of insurance. At the end of the period of jury service, you can submit a claim for:

- a **daily rate** for each whole day of attendance for the duration you are off work attending jury service, providing these costs are not recoverable from your employer or the court;
- 50% of the **daily rate** for each additional half day you are off work attending jury service providing these costs are not recoverable from your employer or the court.

**Social media defamation**

**What is covered**

Following defamatory comments made about you through a social media website, **standard advisers’ costs** to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors’ identity of the defamatory comments is known, you are also covered for **standard advisers’ costs** to write one letter to the author requesting that the comments are removed from the social media website.

**Legal defence**

**What is covered**

- **costs in a legal action**, arising from an **insured event**, to defend your legal rights in the following circumstances arising out of your work as an **employee**:
  - prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute;
  - in a prosecution brought against you in a court of criminal jurisdiction;
  - in a civil action brought against you as a **data controller** for compensation under **data protection legislation**;
  - in civil proceedings brought against you under legislation for unlawful discrimination.
- **costs in a legal action**, arising from an **insured event**, to defend your legal rights arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.

**What is not covered**

- for alleged road traffic offences where you did not hold, or were disqualified from holding, a licence to drive or are being prosecuted for being under control of a vehicle whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where you have been advised by a medical professional not to drive;
- for **costs** where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy;
- for parking offences which cannot lead to penalty points on your licence;
- following an allegation of violence or dishonesty;
- for **standard advisers’ costs** incurred in excess of any costs you are able to recover under a Defendants Costs Order.
General exclusions

1. There is no cover where:
   - You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
   - an estimate of advisers’ costs of acting for you is more than the amount in dispute;
   - advisers’ costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval;
   - you or Sky Protect cancel your home insurance. This is because cancellation of your home insurance will also lead to this cover being cancelled;
   Please note that if the insured event happened before the cover was cancelled, you’ll still be able to make a claim.

2. There is no cover for:
   - claims over loss or damage where that loss or damage is insured under any other insurance. If you have more than one Legal Assistance policy, the insurer will pay a proportion of the claim as set out in point 3 in ‘Conditions’ on the next page;
   - claims made by, or against, your insurance adviser, the insurer, the adviser or us;
   - any claim you make which is false or fraudulent or exaggerated;
   - defending legal actions arising from anything you did deliberately or recklessly;
   - costs if your claim is part of group claim or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from:
   - a dispute between you and someone you live with or have lived with;
   - your business trade or profession other than as an employee;
   - an application for a judicial review;
   - defending or pursuing new areas of law or test cases.

4. Sanction limitation and exclusion clause
   The insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Cyber attack exclusion
   The insurer will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for costs is specifically allowed for in the sections of cover above.

6. Contracts (Rights of Third Parties) Act 1999
   A person who is not a party to contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

1. Claims
   a) You must notify claims as soon as possible once you become aware of the incident and, in any event, within 180 days of you becoming aware of the incident. There will be no cover under this insurance if, as a result of a delay in reporting the claim, our position has been prejudiced. For claims relating to identity fraud, these must be reported within 45 days of you becoming aware of the incident.
   b) We may investigate the claim and take over and conduct the legal proceedings in your name. Subject to your consent (which you will not unreasonably withhold) we may reach a settlement of the legal proceedings.
   c) Please note that you must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a conflict of interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers’ costs in excess of our standard advisers’ costs. The adviser must represent you in accordance with our standard conditions of appointment which are available on request.
   d) The adviser will:
      i. provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained;
      ii. keep us fully advised of all developments and provide such information as we may require;
      iii. keep us advised of advisers’ costs incurred;
      iv. advise us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted cover under for this insured event shall be withdrawn unless we agree in our absolute discretion to allow the case to proceed. This will not affect any advisers’ costs or other costs we have paid up to the date cover for the insured event is withdrawn;
      v. submit bills for assessment or certification by the appropriate body if requested by us;
      vi. attempt recovery of costs from third parties.
   e) In the event of a dispute arising as to advisers’ costs we may require you to change adviser.
   f) The insurer shall only be liable for advisers’ costs for work expressly authorised by us in writing and undertaken while there are prospects of success.
   g) You shall supply all information requested by the adviser and us.
h) You are responsible for all legal costs and expenses including adverse costs if you withdraw from the legal proceedings without our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by you.

i) You must instruct the adviser to provide us with all information that we ask for and report to us as we direct at their own cost.

2. Prospects of success
   At any time we may, but only when supported by independent legal advice, form the view that you do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:
   a) being able to recover the amount of money at stake;
   b) being able to enforce a judgment;
   c) being able to achieve an outcome which best serves your interests.

3. Proportionality
   We will only pay advisers’ costs that are proportionate to the amount of damages that you are claiming in the legal action. Advisers’ costs in excess of the amount of damages that you are able to claim from your opponent will not be covered.

4. Disputes
   If a complaint cannot be dealt with by the Financial Ombudsman Service (see ‘How to Make a Complaint’ below), any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Fraud
   In the event of fraud, the insurer:
   a) will not be liable to pay the fraudulent claim;
   b) may recover any sums paid to you in respect of the fraudulent claim;
   c) may cancel this cover with effect from the fraudulent act and keep all premiums paid;
   d) will no longer be liable to you in any regard after the fraudulent act.

6. Other insurances
   If any claim covered under this insurance is also covered by another legal expenses policy or would have been covered if this cover did not exist, the insurer will only pay its share of the claim even if the other insurer refuses the claim.

7. Cancellation
   Your right to cancel
   You may cancel this insurance at any time by contacting Sky Protect. You can find full details of your cancellation and refund rights on page 8.

   Insurer’s right to cancel
   The insurer may cancel the insurance by giving 14 days’ notice in writing to you at the address shown on the schedule, or alternative address provided by you.

   The insurer will only invoke this right in exceptional circumstances as a result of you behaving inappropriately, for example:
   a) where we have a reasonable suspicion of fraud;
   b) you use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers;
   c) where it is found that you, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English law and language
   This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in law
   Cover under this insurance is based on laws and regulations in force at the time that it was written. If we believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, we reserve the right to accept claims where the change restricts the cover under this insurance and reject claims where the change provides a benefit which did not previously exist.

How to make a claim
   As soon as you have any personal legal or tax problem that you may require assistance with under this insurance you should telephone the legal and tax helpline.

   Specialist lawyers and accountants are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the helpline will ask you to complete and submit a claim form online by visiting claims.arclegal.co.uk. Alternatively, they will send a claim form to you. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

   In general terms, you are required to notify us of any potential claim or circumstances which may give rise to a claim as soon as possible. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline. Please note that any avoidable delay in notifying any claim may result in a claim being declined.
Privacy and data protection notice

1. Data protection
   Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current data protection legislation (‘Legislation’). Below is a summary of the main ways in which we process your personal data, for more information please visit arclegal.co.uk

2. How we use your personal data and who we share it with
   We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3. Sensitive personal data
   Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our Privacy and Data Protection Notice.

4. Disclosure of your personal data
   We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors, accountants and regulatory authorities, as may be required by law.

5. International transfers of data
   The personal data that we collect from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area (‘EEA’). We currently transfer personal data outside of the UK and EEA to the USA and Israel. Where we transfer your personal data outside of the UK and EEA, We will take all steps necessary to ensure that it is treated securely and in accordance with this Privacy and Data Protection Notice and the Legislation.

6. Your rights
   You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

7. Retention
   Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

   If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

   A copy of this Insurer’s privacy policy is available to view at: amtrustfinancial.com/underwriters/amtrust-europe-1

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

   Details for how to make a complaint can be found on page 6.

Compensation
   Details of the Financial Services Compensation Scheme (FSCS) can be found on page 10.

Authorisation
   This cover is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal’s Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website: fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

   This cover is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James’s Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at: fca.org.uk.
Section 4:
Home Emergency Cover

Home Emergency Cover is standard as part of your Smart Home Insurance and is an agreement between you and both Inter Partner Assistance S.A and AXA Assistance (UK) Limited (‘us’). This cover is designed to provide assistance in the event of certain home emergencies which affect the safety and security of your property, potentially making it unsafe or unfit to live in (‘uninhabitable’), or causing a risk to the health and/or safety of you or your family.

Please make sure you read this document carefully to ensure the cover meets your specific cover needs. In particular, please be aware of what constitutes an emergency as defined in the ‘Definitions’, and which types of emergencies are covered, as stated in ‘What is Covered’.

Cover suitability and overview of cover

Home Emergency Cover is suitable for individuals who own a property and wish to benefit from peace of mind and reduce costs in case of sudden, unexpected home emergencies (as defined later in this document) which can make the home unsafe or unfit to live in, cause more substantial damage or pose health and safety risks. The cover provides assistance to stop the immediate emergency from escalating and provide a temporary repair to make the home safe to live in again.

If you are a tenant, you should check your tenancy agreement and/or talk to your landlord to make sure they are comfortable with any necessary works that should be required, as a result of an emergency in your home, where you decide to use this inclusive Home Emergency Cover. Your landlord is typically responsible for the ongoing upkeep and maintenance of the property.

It is not suitable for individuals who already have insurance cover against these types of emergencies elsewhere, and those who want permanent repairs to be put in place, as stated in ‘What is Covered’.

Status disclosure

This cover is administered by AXA Assistance (UK) Limited, who provide the assistance services described in this cover. AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority under register number 439069, with registered office at The Quadrangle, 106-118 Station Road, Redhill RH1 1PR. It is registered in England under company number 02638890.

This cover is underwritten by Inter Partner Assistance S.A and is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill RH1 1PR.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA group.

You may check all the above details on the Financial Conduct Authority’s Register by visiting this website: register.fca.org.uk

Applicable law

This cover is subject to the laws of England only, and both you and we agree to be bound by these laws and the jurisdiction of the English Courts of Law in case of any disputes between us.

Important information

This document sets out the full terms and conditions of your home emergency cover, so it is important that you read it carefully, alongside your policy schedule, which confirms details of the level of cover you have chosen.

If we make any changes to your cover, Sky Protect will confirm these to you separately in writing so that you may consider whether the policy remains suitable for your needs.

Each section of this document explains what is, and is not, covered. It is therefore important that you read and understand it, particularly the exclusions in each section (what is not covered) and general conditions and exclusions (things you must respect or do, and general things we do not cover under this insurance) to make sure you are fully entitled to the cover and do not have unexpected problems in the future.

Definitions

In this Home Emergency Cover, the following words are always used with the same, specific meanings as explained below, and will appear in bold print where used with this meaning. The terms we, us, our, ourselves and you, your, yourself also have the defined meaning listed here, however, to make reading this document easier they are not highlighted in bold throughout the insurance.

Authorised Tradesperson

A qualified specialist contractor who is authorised by us to assess your claim and provide the necessary emergency assistance in your property, acting on our behalf.

Beyond economical repair (BER)

As assessed by our authorised tradesperson, a boiler/heating and hot water system for which the total cost of parts required to repair (including VAT) would be higher than 85% of the manufacturer’s current retail price for either:

- the same or equivalent model of your boiler if bought brand new; or if not available;

- a new boiler of same /similar make, model and output (power).

For this calculation, the average current retail price of parts required to complete the repair is based on the cost to obtain such parts through our specialised UK suppliers.

We will also consider your boiler to be beyond economical repair if the parts needed to repair it are obsolete.
Emergency/emergencies
A sudden event that was not expected by you or any of your family affecting your property, and which needs immediate action to either:

• make your property safe, secure and/or fit to live in;
• prevent any risk to your or your family’s health;
• avoid damage or more damage to your property and/or belongings; or
• restore electricity, gas or water services to your property if they have totally failed.

Emergency assistance
The assistance required to stop the immediate emergency from escalating and causing further damage, making your home unsafe to live in or causing a risk to your or your family’s health and safety.

This will be:

• the provision of a temporary repair to stop the immediate emergency and make your home safe to live in again for you and your family, which you will need to replace with a permanent repair at your cost when possible; or

• if possible, at the same time and cost, or where not possible to provide a temporary repair only given the circumstances of your emergency, the provision of a permanent repair, such as replacing a section of pipe for a plumbing emergency;

• For emergencies under the Pest section, we will send an authorised tradesperson to assess how to get rid of the infestation and apply pest control measures. The emergency may be resolved immediately in one visit or may require multiple visits; you will be advised of this based on the circumstances of your emergency.

Family/family’s
Your husband, wife or partner, children, relatives or other people (other than tenants, lodgers or paying guests) all permanently living in the home.

Great Britain
England, Scotland and Wales only. Cover is not provided in Northern Ireland, the Channel Islands and Isle of Man.

Home/property
The private house or flat shown as your address on your policy schedule, including any integral (built-in) garages and conservatories attached to the main building, which are solely used for domestic purposes and located in Great Britain. There is no cover for detached garages, sheds, greenhouses or other outbuildings not attached to the main building, or any issues in the land located within the boundary of your property (such as garden or driveway).

Period of insurance
This insurance provides cover from the date it was added to your home insurance to which it attaches to the end date shown on your policy schedule. For the avoidance of doubt, if your home insurance is cancelled, suspended or withdrawn, this Home Emergency Cover will also be cancelled, suspended or withdrawn. If any changes are made during this period, such as changing your address or other details or updating your policy, this start date will be the date shown on your new policy schedule.

Reimbursement basis
In certain cases, we may not fully or directly arrange assistance on your behalf following an emergency. With our agents’ prior agreement, and subject to you providing fully itemised invoices or receipts, as specified in the ‘General Conditions’, we will instead reimburse you for the expenses you incurred as a direct result of the emergency, up to the limits specified in this section of your policy. This can be either:

• where not possible for us to directly arrange for your problem to be resolved (either because we do not have an authorised tradesperson in your geographical area who is suitable for dealing with your specific emergency, or cannot provide assistance quickly for other reasons), as a contribution for you to arrange and pay for your own assistance or repair. This will be in full and final settlement of your claim; and/or

• in the event of a claim for temporary accommodation after an emergency, or replacement of your heating equipment if deemed beyond economical repair, after you arrange and pay for these yourself.

Reinstatement
Following an emergency, returning your home to the state it was in previously, making good any damage caused by the emergency – such as changing a damaged carpet.

If we are required to break down any part of your home (such as a wall, ceiling or floor) to trace and access the source of the emergency, reinstatement would include conducting and paying for repairs to any such damage, for example rebuilding part of a ceiling or floor.

Sky Protect
Neos Ventures Limited trading as Sky and Sky Protect with its registered address at Sky Central, Grant Way, Isleworth TW7 5QD (registered company number 09941700). Neos Ventures Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 752145).

Third party
Any individual, company or party other than you, us or our authorised tradesperson.

Trace and access
Identifying and locating the source of the emergency in your property (also known as “tracing”) and subsequently gaining the necessary access to the source, to perform the emergency assistance (also known as “accessing”).

For example, a water leak from your ceiling may come from pipes above the ceiling itself; in this case, it is necessary to break down part of the ceiling to trace the leak and access it to isolate or repair the leaking pipe.

You/your/yourself
The policyholder(s) named on the policy schedule, and/or any members of your family normally living at your home.

We/us/our/ourselves
Inter Partner Assistance S.A., who underwrite (insure) this cover, and/or AXA Assistance (UK) Limited, who provide the assistance services under this cover on the insurer’s behalf, both authorised and registered as explained on page 10. AXA Assistance (UK) Limited will arrange emergency assistance for you utilising a qualified authorised tradesperson working on our behalf.
Your cover at a glance and how to make a claim
This section provides an overview of what this insurance covers, some important points on what it does not cover and key details of how to make a claim should the worst happen.
It is important that you take these points into consideration and assess whether the cover fits your needs.

Important information
If you suffer an emergency in your home which is covered under this insurance (as explained later in ‘What your Home Emergency Cover provides’), it is important that you call us as soon as possible once you become aware, by contacting our 24-hour emergency helpline on 0333 759 5106.

Our specialist agents will advise you immediately of any action you may need to take to prevent further damage or protect you and your family, then arrange emergency assistance as detailed below.

Please note that claims under this insurance can only be made by you and your family.

How to make a claim
To help us assist you more quickly in the emergency, please have as much information as possible available, particularly the policyholder’s name, the address and postcode, your policy number (if known), and details of the issue.

Once you notify us that you wish to claim assistance in an emergency, we will follow this process:

1. We will advise you of how to protect your home and family immediately

2. Validate your policy, then arrange for emergency assistance

3. Our authorised tradesperson will contact you to arrange a suitable appointment time

4. We’ll take care of your emergency with our authorised tradesperson, and keep you updated on progress

In certain circumstances, for example if we cannot locate a suitable tradesperson in your area or cannot assist you quickly enough, we may advise you that we will settle your claim on a reimbursement basis. Our agents will ask you to arrange your own assistance locally in this case, and we will pay you back for all costs incurred (up to the policy cover limits). It is important that you obtain itemised receipts or invoices for the work carried out, so that we can reimburse you quickly in these circumstances.
What your Home Emergency Cover provides
Under the terms and conditions specified in this policy document, we will provide emergency assistance only, up to the limits specified in this document.

Whilst we will pay for the necessary assistance and repairs to resolve the immediate emergency, there are some important points to note about what this cover does not provide, so please read this carefully to make sure it suits your needs.

We will only provide the emergency assistance, which can be either a temporary or permanent solution depending on the type of emergency and cost, as explained in the Definitions earlier.

If we only provide a temporary repair to stop the immediate emergency, it is your own responsibility to subsequently arrange a permanent repair by a qualified tradesperson.

We do not cover:

- reinstatement following an emergency;
- the cost to trace and access the source of the emergency, and/or
- day to day maintenance of your home, or replacement of any items or equipment due to wear and tear; and or
- issues in your home if it has been unoccupied for longer than 60 consecutive days.

Policy benefits, claims limit and additional assistance
Your home emergency insurance cover comes with financial limits, which means there is a maximum cost we will pay in any one claim for the emergency assistance.

Please note: Individual emergency assistance limit
You are covered for up to £1,000 each time you experience an emergency. This includes call-out fees, labour, parts (as required) and materials to provide emergency assistance, including VAT.

If the emergency assistance cost exceeds this limit, we will advise you as soon as possible of the total expected cost. You will be responsible for paying any cost above the £1,000 limit, and we will only proceed to assist you if you agree to cover this additional cost yourself. Alternatively, subject to our prior agreement and on receipt of the relevant itemised invoices and receipts, we will provide up to £1,000 on a reimbursement basis as a contribution to the total cost after you have arranged your own repair, in full and final settlement of your claim under this policy.

If the emergency means your home is not safe to live in (known as “uninhabitable”), you are also entitled to temporary overnight accommodation for you and your family while the emergency is resolved, in addition to the emergency assistance policy limit described above.

Please note: Accommodation benefit and limit
We will pay up to £250 (including VAT) for the accommodation for you and your family (including any pets you may have), including any transport costs to get there. We will not however pay for the cost of meals or any other expenses incurred while you are away from home.

This benefit is on a reimbursement basis, which means you will be required to arrange your own accommodation then claim the cost back from us.

If the type of emergency in your property is not covered under the policy, we may be able to arrange emergency assistance at an additional cost to you, for your convenience. Our agents will advise you if this option if available.

If we cannot assist you
In some circumstances, we may find it difficult to deploy an authorised tradesperson to attend your home or deal with your emergency within a reasonable timescale. For example, this may be due to:

- excessive demand;
- bad weather;
- industrial action;
- parts availability; or
- little or no availability of a specialist.

If this is the case, we will assist on a reimbursement basis. We will agree that you may arrange your own assistance locally, after which we will refund the cost you incurred, up to the policy limit specified earlier. This will be in full and final settlement of your claim under this policy.

Should we need to do this, please make sure you obtain and keep fully itemised invoices or receipts from your own contractors, evidencing payment, to support your claim for reimbursement. If a new boiler or heating system is installed as part of the assistance, you must also provide details of the make, model and serial number. Further detail on the detail and type of receipt/invoice required is in the ‘General Conditions’ on page 40.

Please note: Reimbursement basis
You must submit your receipts and invoices for reimbursement within 3 months (90 days), or as soon as reasonably possible, of the date when we agreed to cover your claim for assistance on a reimbursement basis.

We will only reimburse the cost for the part of the emergency assistance you obtain which is covered under the policy.

If your contractors carry out further remedial work or other assistance at your instruction, which are excluded from this policy and not strictly necessary to solve the emergency, this will not be covered in our reimbursement.

Other insurance policies (contribution)
If you make a claim for emergency assistance under this policy, or a reimbursement or any liability, loss or damage which is also covered by any other insurance policy partially or fully, we will only pay (contribute) our fair share of the claim.

Claiming our costs back
If we think a third party is at fault for any part of a claim that we pay (e.g. that they may have contributed to or caused the emergency), we may take action against them in your name (or that of anyone claiming cover under this policy) to get back the cost we have paid.

You, or anyone claiming under this policy, must give us any help and information required to support this.
Availability of parts
This is an important factor in providing emergency assistance. If our authorised tradesperson does not carry the spare parts required on the day of your appointment, we will do all we reasonably can to find and install parts from our approved suppliers, using new parts or some parts which have been reconditioned by the manufacturer or manufacturer-approved third parties.

We may not replace parts on a like for like basis, but instead provide alternatives which are suitable for resolving the immediate emergency.

However, there may be times when replacement parts are delayed due to circumstances outside of our control. In such cases, where we are unable to avoid delays in repairs and assistance, we will aim to keep you informed throughout your claim.

There may also be occasions where parts are no longer available. In these cases, we will ensure your home is safe in the meantime, and if required, arrange for you to receive a quote for suitable replacement equipment at your cost.

What is covered
This section provides details of the types of emergency you are covered for, along with specific scenarios we cover and exclude.

This policy covers you for the following types of emergency: Internal plumbing issues (e.g. leaking pipes, blocked drains, leaking radiators):

- Drainage issues (e.g. blockages in toilet or bathing facility waste pipes);
- Total electrical failure in the property;
- Failure of your boiler/central heating and/or hot water system (gas, electric or air, water or ground source heat pumps);
- Infestation by certain animals or insects considered as pests or nuisances (as specified later in this document);
- Issues with broken or damaged windows, doors and locks which are a security risk; and
- Roofing emergencies, where water is entering the property due to damage caused by bad weather or storms.

Each of these covers comes with its own conditions and exclusions, so please read each section below to make sure this policy meets your needs, or you may find that you are unable to claim in an emergency situation.

If we assess your situation as being an emergency as explained in our ‘Definitions’ earlier, we will arrange emergency assistance as soon as possible.

Cover is provided for the scenarios detailed below:

1. Internal plumbing
Covered:
1) A water leak from:
   • any internal hot or cold pipe inside the home which runs between the main internal stopcock and an internal tap, outlet or appliance;
   • a toilet;
   • pipes to and from the shower or bath;
   • pipes to and from your boiler or central heating system;
   • internal sections of your overflow or condensation pipe;
   • a radiator; or
   • a cold water or other tank or cylinder (subject to the below).

We will isolate leaks on tanks and cylinders of any kind except for oil tanks and septic tanks, but we will never pay to replace them in any circumstance.

2) Issues with the flushing mechanism of your toilet.

You will be covered even if you have another working, unaffected toilet or bathing facility in the property.

Not covered (exclusions):

- Leaking or dripping taps requiring a new washer or total replacement, or taps outside the property (e.g. located in your garden or on your patio/balcony);
- Dripping taps or pipes where the water is safely escaping down a drain and not into the property, or repair to / replacement of shower pipes if the shower only leaks while in use;
- Replacement of external overflows, any radiator, sanitary ware (including sinks, basins, shower trays), bath, shower;
- Replacement of any cylinder, hot or cold water storage tank or immersion tank;
- Repair to, or replacement of, shower units;
- Breakdown, loss of or damage to saniflow or other mechanical toilets (also known as macerators), or any household appliance;
- Burst or leaking flexible hoses, which can be isolated;
- Leaking or damaged washing machines or other household appliances;
- Issues with the external water supply pipes, from the internal stopcock towards the outside of the house;
- Swimming pools, hot tubs, instant boiling water taps or similar equipment, either for repair, replacement or installation;
- Repair to, or replacement of, septic tanks and oil tanks;
- Your mains water supply pipe (outside the property);
- Dealing with temporarily frozen pipes;
- Any emergency with plumbing not located within the property – such as issues in outbuildings, gardens, or on your land or patio.
2. Drainage

Covered: Issues relating to blockages or damage to drains and waste pipes which cause waste water leaks or blockages inside the property. Specifically, you are covered for:

• blockage or waste water leak from toilet, sink, bath or shower waste pipes;
• blocked or leaking soil vent pipes, providing you are solely responsible for these;
• external drain blockage, including rainwater drains.

In these cases, we will either unblock the drain to reinstate flow or repair leaks, as required and where possible.

You will be covered even if you have another working, unaffected toilet or bathing facility in the property.

Not covered (exclusions):

• Drains which are the responsibility of the local water authority (even if within the land belonging to your property);
• External sections of overflow pipes;
• Guttering and downpipes;
• Repair to, or replacement of, manholes, soakaways, septic tanks (including emptying or clearing these), cesspits, waste treatment facilities and outflow pipes belonging to any of these;
• Shared water or external drainage facilities (i.e. those not only serving your property);
• Your mains water supply pipe (outside the property);
• Removing, replacing or repairing any part of the drain which is damaged but does not result in total blockage or waste water leak inside the property;
• Issues with drains used for commercial purposes;
• Regular drain clearance and descaling, or clearance of or repair after any issues caused by installation faults or misuse of drains (e.g. flushing wipes, grease or oil down drains);
• Making access to drainage system points of entry (e.g. manhole covers) if they’ve been built over;
• Collapsed drains or blockages caused by tree roots blocking flow of your drains;
• Any emergency not located within, or not causing blockage or waste water leaks inside, the property – such as issues in outbuildings, gardens, or on your land or patio.

3. Electrics

Covered: Complete electrical failure within your property, such as failure of all lighting or all sockets around the house, or faulty wiring, meaning your whole property is without electricity or the system does not function as intended. We may also cover fuse boxes if these are the cause of the electrical failure.

Partial/intermittent electrical failure within one or more zones of your home which constitutes an emergency (making your home unsafe to live in). This may be, for example:

• failure of lighting in your only bathroom/toilet facility; or
• failure of wiring to your boiler/immersion heating system; or
• failure of all electrical sockets in your kitchen.

Our agents will assess the information you provide to determine whether the circumstances are deemed to be an emergency.

In case of electric shower units, we will only provide assistance if the wiring to the system is faulty or fails altogether and you have no other bathing or shower facility.

Not covered (exclusions):

• Replacement of lightbulbs and fuses in plugs and/or circuits around the house;
• Failure of electricity affecting only part of your home which is however not deemed to be causing an immediate emergency;
• Electrical supply to, or failure of, burglar and fire alarm systems, CCTV surveillance systems, plumbing or filtration systems for swimming pools or similar equipment, TV aerials and any other external equipment or devices;
• Repair to, or replacement of, shower units;
• Repair to, or replacement of, electrical household appliances such as cookers. This includes extractor fans;
• Failure of your electricity supply caused by, or under the responsibility of, your utility company;
• Wiring encased in lead or rubber;
• Any emergency with electrical wiring, lighting, infrastructure or other electrical systems not located within the property – such as issues in outbuildings, gardens, or on your land or patio.
4a. Boiler/heating and hot water system

Covered:
Total breakdown of your primary heating and hot water system, resulting in lack of heating and/or hot water in your property.

This includes covering:
• loss of pressure within the boiler/system due to a fault;
• water leaks from the system; and
• the inability to manually switch the system on or off.

You are covered for boilers/heating systems with a power output of a maximum of 60Kw/hr and up to 15 years old maximum, of any of the following types:
• gas-fired (natural gas);
• electric (e.g. storage heaters).

Cover includes the boiler isolating valve, all manufacturer-fitted components, the pump, motorised zone valves, thermostat, timer and temperature/pressure controls.

You are also covered for a primary system running on air, ground or water source heat pumps; or oil, LPG, solid fuel (including biomass) or, solar energy, however we may settle claims for these types of energy on a reimbursement basis if we do not have a suitable authorised tradesperson locally to you.

Temporary heating
If, following a heating system failure, we need to order a part to resolve the emergency as deemed necessary by our authorised tradesperson, or if we cannot repair the heating system for any reason (except any of the exclusions below), we will provide up to £50 for you to purchase temporary electric heaters for your home, on top of all other emergency assistance we arrange and provide. This will be on a reimbursement basis, and you can keep the heaters after the emergency is resolved.

Important information: Immediate action required
If you smell gas, think there is a gas leak in your property, or are worried that fumes containing carbon monoxide are escaping from a gas appliance, you must immediately call the free National Gas Emergency Service to get your gas supply isolated. Their emergency number is: 0800 111 999.

Not covered (exclusions):
• Any of the following types of heating/hot water systems: unvented hot water systems, underfloor heating, warm air units, or any other type of heating which is not specified under ‘Covered’;
• Any secondary or further heating systems, where the primary boiler or heating system for your property is unaffected;
• Boilers which are designed for commercial use, with a power output greater than 60Kw/hr, more than 15 years old, or beyond economical repair (See section 4b for details of cover for the latter);
• Failure of boilers/heating and hot water systems which have not been maintained or serviced in accordance with manufacturer guidance. You may be asked by our agents or authorised tradesperson to provide evidence of maintenance at the time of assistance;
• Repair or replacement of boilers, radiators and/or their valves, hot water cylinders and tanks, storage tanks, convector heaters and inhibitors, or a contribution towards this;
• De-scaling of the system and any fault or work which, in the opinion of our authorised tradesperson, arise from hardwater scale deposits, (including power flushing) damage caused by aggressive water, rust, sludge and/or debris from corrosion. Signs that work is needed may include a boiler being noisy, sludged up pipes or poor water circulation;
• Repair or replacement of any equipment added to the standard heating system, such as a Magnaclean or similar device;
• Any system which is not wholly situated within your property or is shared with neighbouring dwellings;
• Thermostatic valves (TSVs);
• Adjustments to timing and temperature controls, or replacing controls which can be manually operated safely, including pilot light/flame re-lighting;
• Systems which are still working, but where you suspect a breakdown may be imminent (e.g. where a noise has developed), or where there is no apparent fault which can be observed by our authorised tradesperson;
• Repair or replacement of gas household appliances such as cookers;
• Routine maintenance, servicing and cleaning, including repairs requiring a power flush;
• Replacement of the flue due to wear and tear;
• Issues relating to or caused by internet-connected thermostats and smart devices.
4b. Boiler/heating and hot water system – beyond economical repair (BER)

Covered:
If your boiler is deemed to be beyond economical repair in the opinion of our authorised tradesperson (including any case where the parts needed to repair your boiler are obsolete), we will pay you £500 as a contribution towards buying a replacement boiler/heating and hot water system.

This benefit is provided on a reimbursement basis. Once you have purchased the new equipment, we will reimburse that amount.

Important information: Reimbursement basis
You must submit a claim for reimbursement, with all supporting receipts and invoices, within 90 days, or as soon as reasonably possible, of our initial attendance at your home for the emergency assistance.

If you have recently moved into your home, we recommend that you make sure your boiler/heating and hot water system is serviced and fit for purpose.

Not covered (exclusions):
- If you ask us to assist with an emergency and we are not able to repair your boiler/heating and hot water system as it is beyond economical repair, but you choose not to replace it, you will no longer be covered for an emergency under section 4a or 4b of this policy. All other sections of cover will remain in force.

5. Pest infestation

Covered:
An infestation, within the property, of any of the following animals or insects:
- rats or mice; and/or
- wasps or hornets.

Our authorised tradesperson will help remove the infestation or provide measures to control this, which may require one or more visits. They may provide you with advice on infestation prevention, which you should then follow to prevent reoccurrence of the emergency or we may not be able to assist again for the same issue.

Not covered (exclusions):
- Emergencies caused by failure to follow recommendations made by us and/or our authorised tradesperson to prevent pest infestation, adopt hygiene measures and/or eliminate and block any pest entry points;
- Infestation by any animal, insect or other pest not specifically named under in the list within “5. Pest infestations - Covered;” above;
- Damage to the property and/or its contents caused by the pest(s);
- Pests found outside your property – such as in detached garages, outbuildings, gardens, or on your land or patio.

6. Security

Covered:
If posing a risk to the security of your home (e.g. allowing potential intruders to enter the property), or your or your family’s health and safety (such as blocking you from leaving the property), we will cover:
- broken or damaged external windows;
- broken or damaged external door panels, window panes, frames and/or locks;
- broken or damaged external locks; or
- lost, stolen, damaged keys or keys broken in locks.

Windows and doors
We will only undertake emergency temporary repairs using boarding or similar material to resolve the immediate security risk, however in these situations we will not permanently replace the windows or doors or part thereof.

Locks and keys
If there is no other key or access available to your home at all, we will help you gain access to your home, or if the only option to resolve the emergency replace a single set of keys, if you have:
- lost or damaged your keys;
- had your keys stolen;
- accidentally broken the keys in an external door lock; or
- accidentally locked your keys inside your property and require emergency access (such as situations where there is danger to life or your home itself).

If your external door or window lock is broken or damaged (including damage caused by vandalism or attempted theft) and this means you cannot secure your home, we will repair or replace the lock in question to make your property secure again.

Not covered (exclusions):
- Damage to boundary walls, hedges, fences, gates or other items surrounding your property;
- Loss of, or damage to, windows, doors and/or locks to outbuildings, garages and sheds;
- Any broken double glazing, where only one pane is broken but the other is intact, and the property is therefore still secure;
- Locks which are broken or damaged however where the property is still secure or can still be secured;
- Loss, theft or damage to keys to the property where other keys are available and can be accessed, or where there are any other ways to access the property directly;
- Issues with doors, windows or locks which are internal to the property (i.e. not facing outwards);
- Situations where you are locked in the property and there are alternative doors you can use to exit the property, which are not located in your kitchen.
- Any security emergency not located within your home, such as issues with doors, windows or locks for outbuildings and sheds.
7. Roofing (storm/weather related damage)

Covered:
In case of sudden and unexpected damage to your roof caused by a storm or bad weather, leading to water entering your property through any part of the roof, we will undertake an emergency temporary repair only, to prevent further water ingress and damage.

This will consist of our authorised tradesperson using tarpaulin or similar material to cover and protect the affected area of your roof, until you can arrange for a permanent fix through your home insurance or at your own cost if this is not possible.

Important information: Health and safety
There may be situations where our authorised tradesperson cannot provide emergency assistance, due to health and safety or where it is not fit and safe to do so (for example if the storm is still ongoing).

Our arrival timescales may be delayed, and we may be only able to assist once the bad weather has gone, in the interest of everyone’s safety as required by law.

Not covered (exclusions):

• Emergencies with your roofing which are due to poor roof maintenance or wear and tear, or situations where it is evident that damage was not caused by a storm or bad weather;
• Any emergency situation where there is damage to the roof however no water has entered the property;
• Damage or loss to the property itself or any contents, as a result of water entering the property or any other roof damage;
• Replacement of tiles or any part of the roof itself, unless this is the only way to contain the emergency and possible for our authorised tradesperson to perform this work;
• Flat roofs;
• In any circumstance, a permanent repair following the emergency;
• Shared roofs, or roofs not only directly above your own property. This includes intervening on the roof of a whole block of flats;
• Reoccurrence of a roofing issues after we provided emergency assistance previously and you failed to follow the recommendations of our authorised tradesperson or get a permanent repair in place;
• Any emergency not relating to the roof of the property, such as issues with the roof on an outbuilding, shed or detached garage.

General conditions
There are a number of conditions that you must respect and abide by in order for cover to be valid, and for us to provide emergency assistance under this policy.

You agree to be bound by, and respect, the following conditions at all times:

1. You must notify us of an emergency in the first place, using the methods specified in this document, and must not arrange assistance directly without our agreement. We will only pay under this policy if you, or someone calling on your behalf, notify us directly as agreed, and we either arrange the emergency assistance directly or agree to settle your claim on a reimbursement basis;
2. Where we agree to provide assistance or benefits on a reimbursement basis, you must obtain itemised invoices or receipts which clearly show all elements of what has been paid for. For work, such as where you arranged for your own contractor with our prior agreement, these must show all the equipment, parts and items paid for individually, as well as showing the cost of labour which was involved in the assistance, which must be listed separately. You must use qualified and suitably accredited tradespeople for all work, such as gas engineers holding Gas Safe certificates if you are claiming assistance with gas boilers or pipework, and similarly qualified tradespeople for other work;
3. You may be asked by our agents or authorised tradesperson to produce any required documentation, such as evidence of boiler or heating system maintenance. We may refuse to provide assistance if you are unable to provide this evidence, however this will depend on your individual circumstances;
4. You must take reasonable care to provide complete and accurate answers to any questions asked at the point of buying your cover, making a claim and at all times, to the best of your knowledge, or cover may be invalid.

General exclusions
The following exclusions apply across your whole home emergency cover. We will not cover, or be liable for, any of the following:

1. Any emergency or existing circumstance in your home which you or your family knew about before the start of the period of insurance or at the time of taking out the policy, and/or any loss or damage subsequently caused by these;
2. Any cost incurred to resolve an emergency where you, or anyone calling on your behalf, did not contact us in the first place to arrange emergency assistance through an authorised tradesperson;
3. Any cost incurred as a result of an emergency but not directly related to us providing emergency assistance, for example loss of earnings due to the emergency in the property:
4. Any loss or damage to your property and/or any of your belongings of any kind, including precious items, as a result of the emergency. You may be able to claim some of these costs back from your Home Insurance provider or other insurance policies you hold, however we cannot advise on this or assist you in making a claim;

5. Any system, equipment or facility (including the plumbing, heating or electrical system, or any household appliance in the property) which has not been installed properly, or which is faulty or inadequate due to manufacturing or design faults, and any emergency, loss or damage caused by these;

6. Assistance where the emergency is caused by the disconnection or failure of mains water, gas, electricity or other utility services by the utility company themselves, or assistance with equipment or services which are their responsibility. In these instances, you must call the utility provider to arrange direct assistance, at their or your own cost;

7. Assistance where health and safety regulations, adverse weather, force majeure or risk assessments that have been carried out prevent our authorised tradesperson from attending the emergency to carry out any work at your property;

8. Cases where you failed to follow remedial advice provided by our authorised tradesperson or our agents when we assisted with an emergency previously, or did not arrange a permanent repair as advised to do by us following a temporary emergency repair we provided, or cannot prove that the work was conducted by a competent tradesperson or authority;

9. Costs for repair or assistance which are still covered by manufacturer, supplier, installer or repairer warranty or guarantee;

10. Day to day maintenance at the home, which you should carry out, or replacement of items which wear out gradually over time;

11. Defects, damage, costs, failure or emergencies caused by, or relating to, the attempted repair by you, your own contractor or a third party, malicious or wilful action, negligence, misuse, third party interference or faulty workmanship. This includes any attempted repair or modification which does not comply with industry or legal standards, or health and safety regulations;

12. Emergencies in your home if it has been unoccupied for more than 60 consecutive days;

13. Emergency assistance in circumstances where intervening would be against health and safety regulations and legislation, where more specialist contractors may be required, or where you, anyone living with you at the property, or anyone acting on your behalf is aggressive or abusive towards our authorised tradesperson or any of our staff and agents, or you impede or prevent access to your home at the agreed appointment time or any reasonable time for us to provide assistance;

14. Losses or emergencies arising from subsidence, bedding down of new structures, demolition, structural repairs, alterations to the home and/or its fabric, the use of defective materials, or river or coastal erosion;

15. Material and labour charges covered by manufacturers/suppliers/installers of any equipment;

16. Repair, replacement or assistance with a faulty or non-functional smart device or technology in the home. You should contact the installer or manufacturer for this in the first instance;

17. Replacement of parts on a like for like basis, where the replacement is required as part of the emergency assistance. Our authorised tradesperson may use parts similar to the one previously in use, however these may not be of the same brand or price of the previous part which required replacement. In all cases, parts fitted will be suitable and approved for use with the equipment we are providing assistance for;

18. Repair, replacement or assistance with steel and iron pipes;

19. The cost of replacement parts due to natural wear and tear;

20. The cost to trace and access the source of the emergency, and/or any reinstatement of the property thereafter;

21. The removal of asbestos, if necessary. We may also not be able to provide cover if asbestos must be disturbed (i.e. moved or tampered with) to resolve the emergency;

22. Provision of emergency assistance, loss or damage which arises as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; and

23. Provision of emergency assistance, reimbursement or benefit of any kind if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic laws, sanctions or regulations of the European Union, United Kingdom or United States of America.

Policy renewal
Details of how your policy will be renewed can be found on page 8.

Cancellation period and rights
Both you, and us, have the right to cancel your Smart Home Insurance policy at any time. Based on the point in time when the policy is cancelled, and which of the two parties cancels, the rights are highlighted on page 8.
**Our cancellation rights**
We may cancel this policy at any time during your **period of insurance**, by giving you at least 14 (fourteen) days’ written notice at your last known address, for any of the following reasons:

- If you refuse to allow us reasonable access to your **home** in order to provide the services you have asked for under this policy or if you fail to co-operate with our agents, representatives or **authorised tradespersons**, or
- If you otherwise cease to comply with the terms and conditions of this policy.

We may cancel this policy without giving you prior notice and effective immediately if:

- you make or try to make a fraudulent claim under your policy;
- you are abusive or threatening towards our staff (including any authorised tradesperson);
- you repeatedly or seriously break the terms of this policy; or
- by law, or other similar reasons, we are unable to provide 14 days’ notice.

Cancelling the policy will not impact any open or ongoing valid claims you made prior to that point in time, which we will still honour.

**Fraud, misrepresentation and non-disclosure**
If we discover, have reason to believe or reasonably suspect that you, your **family** or anybody insured by this policy or acting for you has:

- acted in a fraudulent manner, either in applying for cover or making a claim; or
- misrepresented any answer to our questions (online or in person/via telephone), or withheld relevant information, to influence our decision to offer you cover (or the terms and conditions of said cover) or accept a claim; or acted in a way to give rise to any criminal offence.

We reserve the right to:

- amend the policy details to record the right information about you, your **property** or any other relevant data, collecting any additional premium due (as we would have done had we known the correct details when you took out the policy) and charge any administration cost; and/or
- cancel your policy, and treat it as if it never existed, from the date of the fraud, misrepresentation or non-disclosure; and/or
- keep any premium which you have paid for cover under this policy; and/or
- refuse to pay the whole of a claim, if we suspect part or all of it may be fraudulent or deliberately exaggerated or misrepresented; and/or
- take action to recover from you any costs which we have incurred in investigating a fraudulent, exaggerated or misrepresented claim, and/or any payment we already made for it.

We will also pass your details, and details of the fraud as relevant, to the Police, other authorities or fraud prevention agencies, as well as other insurers to prevent fraud in the future.

**Complaints procedure**
We always strive to give you the best possible service at all times, however we understand there may be times when you are unhappy with us. Further details can be found on page 6.

**Financial protection**
We are a member of the Financial Services Compensation Scheme (FSCS). Further details of the scheme can be found on page 10.

**Data protection**
Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, providing emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- use of sensitive information about the health or vulnerability of you or others involved in your emergency, in order to provide the services described in this policy. By using our services, you consent to us using such information for these purposes;
- disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- obtaining and storing any relevant and appropriate photographic evidence of the condition of your **property** which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).
We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this Smart Home Insurance policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill, RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at:
axa-assistance.co.uk

Alternatively, a hard copy is available from us on request.
Section 5: Cyber Assistance Cover

Cyber Assistance Cover is standard as part of your Smart Home Insurance and is an agreement between you and Arc Legal Assistance Limited.

Cyber Assistance helpline
You can use the helpline to discuss any cyber problem occurring under the crisis response and incident management, restoration and credit monitoring sections of cover, arising during the period of this policy.

Simply telephone 0333 759 5108 and quote ‘Sky Protect’.

For our joint protection telephone calls may be recorded and/or monitored.

Terms of cover
This cover is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by AmTrust Europe Limited, on whose behalf we act.

The insurance covers advisers’ costs, up to a maximum of £25,000 per annum, as detailed under the separate sections of cover where the insured event takes place in the period of insurance and within the territorial limits.

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the insurer.

If a claim is accepted under this insurance, we will appoint our adviser to handle your claim. You are not covered for any other representatives’ fees.

Important conditions
If your claim is covered under a section of this policy and no exclusions apply, then it is vital that you comply with the conditions of this policy for your claim to proceed. The conditions applicable to this section are contained under the ‘Conditions’ section on page 46 and should be read carefully. The main conditions for this insurance are:

Proportional costs
An estimate of the advisers’ costs to deal with your claim must not be more than the value of the claim. The estimate of the advisers’ costs will be provided with the assessment of your case and will be carried out by our adviser. If the estimate exceeds the amount in dispute, then we may decline or discontinue support for your case.

Giving the insurer all the important information
Cover is provided based on the information provided to Sky Protect when purchasing Smart Home Insurance. You must take reasonable care to provide accurate answers to the questions asked when you take out, or make changes to, your policy. If the information provided by you is not accurate the extent of cover may be affected and:

• the insurer may cancel your policy and refuse to pay any claim; or
• the insurer may not pay any claim in full.

Sky Protect will write to you if the insurer:
• intends to cancel your policy; or
• needs to amend the terms of your policy; or requires you to pay more for your insurance.

If you become aware that information you have given is inaccurate, you must inform Sky Protect as soon as possible.

Definitions
Where the following words appear in bold they have these special meanings. The terms we, us, our, ourselves and you, your, yourself also have the defined meanings listed here, however, to make reading this document easier they are not highlighted in bold throughout the insurance.

Adviser
Our specialist cyber security adviser or their agents appointed to act for you.

Advisers’ costs
Costs to employ the services of our adviser.

Computer virus
A program or piece of code which is often capable of copying itself and which causes damage to your personal devices.

Credit monitoring facility
A provider of services which periodically reviews an individual’s or an organisation’s credit reports for accuracy and changes, tracking potentially fraudulent activity.

Cyberattack
Malicious deletion, corruption, unauthorised access to, or theft of data.

Damage or disruption caused by a computer virus, hacking or denial of service attack, affecting your home systems.

Data
In relation to a cyberattack: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs.

In relation to this policy outside of a cyberattack; data as defined by data protection legislation.

Cyber protection legislation
The relevant data protection legislation in force within the territorial limits where this cover applies at the time of the insured event.

Device(s)
A personal computing or device that you own, use or control, that is permanently kept within your main residence.

Any device that connects to the internet or to other devices and any associated data, software and programmes.

Insured event
The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.
For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

**Insurer**
AmTrust Europe Limited.

**Maximum amount payable**
The **maximum amount payable** in benefits (for example, **advisers’ costs**) in respect of an **insured event** and aggregate limit per annum year is £25,000.

**Period of insurance**
This insurance provides cover from the date you chose for your Smart Home Insurance to start and to the end date shown in your policy schedule. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this Cyber Assistance Cover will also be cancelled, suspended or withdrawn.

**Ransomware**
A system attack which allows a hacker to infiltrate your **device(s)**, encrypt your **data**, and demand payment of a ransom in exchange for decryption of your files.

**Sky Protect**
Neos Ventures Limited trading as Sky and Sky Protect with its registered address at Sky Central, Grant Way, Isleworth TW7 5QD (registered company number 09941700). Neos Ventures Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 752145).

**Territorial limits**
Worldwide. Please be aware that while the **cyberattack** can occur from anywhere in the world, you and your **device(s)** must be in Great Britain when the **cyberattack** occurs.

**We/Us/Our**
Arc Legal Assistance Limited.

**You/Your/Yourself**
Any person who has paid the premium, or on whose behalf the premium for Smart Home Insurance has been paid and been declared to **Sky Protect** and is permanently resident at the property covered, within Great Britain. Cover also applies to your family members' resident with you.

**Cover**

**Crisis response and incident management**

**What is insured**
**Advisers’ costs** to provide advice and assistance:

a) For an initial assessment of a **cyberattack** you have suffered, including the immediate action you need to take;

b) Where you have suffered a financial loss as a result of a **cyberattack**;

c) To assist in notifying the authorities of a **cyberattack** against you when appropriate to do so;

d) For responding to **ransomware**, including the threat of a **cyberattack** against you, or the unauthorised use of your personal data stored on your **devices**;

e) If as a result of a **cyberattack** against you, you are accused of:

- Misuse of third party **data**;
- Transmitting a **computer virus** to a third party;
- Causing loss of reputation to a third party or breaching a third party’s intellectual property rights.

**Restoration**

**What is insured**
**Advisers’ costs** to provide advice and assistance for restoring your **device(s)** to the state they were in prior to a **cyberattack**.

**Credit monitoring**

**What is insured**
Reimbursement of the costs you incur for a 12-month subscription to a **credit monitoring facility**, following a **cyberattack**.

**General exclusions**

1. **There is no cover where:**

   a) The **cyberattack** was caused by an illegal activity you undertook;
   
b) The **cyberattack** occurred whilst you and/or your **electronic devices** were outside of Great Britain;
   
c) The **cyberattack** has arisen from war or nuclear risks;
   
d) You should have known when buying Smart Home Insurance that the circumstances leading to a claim under this insurance already existed;
   
e) An estimate of **advisers’ costs** of acting for you is more than the amount:

   (i) in dispute; or
   
(ii) to restore your **electronic devices**, we may contribute towards the cost of reimbursing any outlay you have for restoring your **electronic devices** in these instances.

   f) **Advisers’ costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.

2. **There is no cover for:**

   a) Claims over loss or damage where that loss or damage is insured under any other insurance;
   
b) Claims made by or against Sky Protect, the **insurer**, the **adviser** or us;
   
c) Any claim you make which is false or fraudulent or exaggerated;
   
d) Any claim you make which results from a deliberate, wilful or reckless act.

3. **There is no cover for any claim directly or indirectly arising from:**

   a) A dispute between you and someone you live with or have lived with;
   
b) Your business, trade or profession.
4. Sanction Limitation and Exclusion Clause

The insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this section of your insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this section of this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

Claims conditions:

a) You must notify claims as soon as possible once you become aware of the incident and within 24 hours of you becoming aware of the incident (within 7 days for any claims against you). There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced;

b) You must supply at your own expense all the information which we reasonably require to decide whether a claim may be accepted;

c) You shall supply all information requested by the adviser and us;

d) You shall not admit any liability for any claims against you resulting from a data breach without consent from our advisers;

e) You must ensure that password protection is enabled on all of your electronic devices that you own, use or control, and can demonstrated that appropriate security controls are adhered to;

f) You must ensure that basic security software is in place on all computer hardware you own, use or control, including Anti-Virus and Firewall software.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman, any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Fraud

In the event of fraud, we:

a) Will not be liable to pay the fraudulent claim;

b) May recover any sums paid to you in respect of the fraudulent claim;

c) May cancel this policy with effect from the fraudulent act;

d) Will no longer be liable to you in any regard after the fraudulent act.

Other insurances

If any claim covered under this section of Smart Home Insurance is also covered by another insurance policy or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

Cancellation

This cover is provided as standard as part of Smart Home Insurance and cannot be cancelled by you in isolation. For details on how to cancel your Smart Home Insurance please go to page 8.

English Law and language

This section of the contract is governed by English Law and the language for contractual terms and communication will be English.

Change in law

Cover under this section of the policy is based on laws and regulations in force at the time that it was written. If we believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, We reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Customer services information

How to make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the Cyber helpline for the crisis response & incident management, restoration and credit monitoring sections of cover.

In general terms, you are required to immediately notify us of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Cyber helpline on 0333 759 5108.

Privacy and data protection notice

Data protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current data protection legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit arclegal.co.uk

How we use your personal data and who we share it with

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.
Disclosure of your personal data
We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International transfers of data
The personal data that we collect from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). We currently transfer personal data outside of the UK and EEA to the USA and Israel. Where we transfer your personal data outside of the UK and EEA, we will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the legislation.

Your rights
You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

Retention
Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

A copy of this insurer's privacy policy is available to view at: amtrustfinancial.com/underwriters/amtrust-europe-1

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

Details for how to make a complaint can be found on page 6.

Compensation
Details of the Financial Services Compensation Scheme (FSCS) can be found on page 10.

Authorisation
Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal’s firm reference number is 305958. This can be checked on the Financial Services Register by visiting the website fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James’s Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at fca.org.uk.
Important information

• Whilst you have a Smart Home Insurance policy, the Sky Protect Tech Bundle should only be used in your home that you’ve insured with Sky Protect.

• The Sky Protect Tech Bundle must only be used in conjunction with the services we provide on the Sky Protect app.

• You are responsible for all activity on your account by members of your household and anyone who uses the Sky Protect Tech Bundle.

• You must have a suitable broadband and mobile connection in your home which is set up correctly in order to use the Sky Protect Tech Bundle.

• You are responsible for any personal device (e.g. mobile phone or tablet) on which you use the Sky Protect app.

• If you cancel Smart Home Insurance, the notifications and functionality provided on the Sky Protect app will be reduced.

Ownership

• You are the owner of the Sky Protect Tech Bundle and once it’s been delivered to you, the smart tech supplied as part of the Sky Protect Tech Bundle becomes your responsibility.

Important limitations

• The Sky Protect Tech Bundle is not intended for emergency use and the notifications or alerts you receive when using the Sky Protect Tech Bundle and the Sky Protect app will not result in the dispatch of emergency services but are sent to you so that you can take any further action required in order to protect and secure your home. All life threatening, safety and emergency events should be directed to the appropriate response services. If you suffer an emergency in your home which is covered under Smart Home Insurance (see the paragraph headed ‘What is Covered’ in Section 4 above), you should follow the instructions set out in Section 4 of this policy.

• Although we aim to offer you the best service possible, we make no promise that the services on the Sky Protect app will be available all of the time, meet your personal requirements or be entirely fault free.

• You agree that you will not rely on the Sky Protect Tech Bundle and the Sky Protect app to receive information about issues that are time critical and life threatening. Whilst we aim for notifications to be delivered in real time, we cannot and do not guarantee that you will receive notifications in any given timeframe.

• You are responsible for installation of the Sky Protect Tech Bundle in accordance with our instructions. If any of the smart tech within the Sky Protect Tech Bundle is not properly installed, you may experience false, inaccurate or incomplete notifications or alerts. It’s your responsibility to test the Sky Protect Tech Bundle and services on the Sky Protect app once installed to ensure that they are functioning and communicating as intended and designed, and then regularly test and maintain them after installation.

The Sky Protect app services and how they may change

• The services provided on the Sky Protect app when used together with the Sky Protect Tech Bundle are intended to help you protect your home but on the understanding that the limitations described above apply.

• As part of the monthly premium you pay for Smart Home Insurance, you’ll get access to cloud storage of recordings and in-app push notifications. Full details of the functionality on the Sky Protect app can be found in the FAQs on sky.com/help/home/sky-protect

• We may change the Sky Protect app services from time to time for the reasons set out below under ‘Your use of the Sky Protect Tech Bundle and Sky Protect app’. Unless we are unable to do so for legal or regulatory reasons we will give you 31 days’ notice of any change.

Accounts

To use the Sky Protect Tech Bundle you must create an account on the Sky Protect app and provide certain information about yourself as prompted by the applicable registration form. Please make sure that:

(a) all required registration information that you submit is truthful and accurate; and

(b) you will tell us if any of your information changes.

You are responsible for maintaining the confidentiality of your account login information and for all activities that occur under your account. If you become aware of any unauthorised use or suspected unauthorised use of your account, or any other breach of security, you must notify us by contacting us at contact@skyprotect.sky

The owner is responsible for all use of the Sky Protect Tech Bundle and the Sky Protect app associated with that account.

Individuals who are authorised by the owner to use the Sky Protect app are authorised users. Authorised users may have the ability to use the Sky Protect app and monitor and control the Sky Protect Tech Bundle (for example, an authorised user can turn your camera on or off and download clips that can be shared). Authorised users may also have the ability to view information (including personal information) and content across the Sky Protect app (for example, an authorised user will receive mobile alerts or can view your video history).

An authorised user can at any time invite or enable other authorised users with the same access and ability to use the Sky Protect Tech Bundle as they have. The owner should only authorise those individuals whom you trust to access the Sky Protect app and Sky Protect Tech Bundle.
Using the Sky Protect app
You agree not to upload, post, email or otherwise send or transmit any material that contains software viruses or any other computer code, files or programmes designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly with the Sky Protect Tech Bundle or the Sky Protect app.

Except as may be permitted by law, you may not reproduce, modify, copy, de-compile or reverse engineer any of the materials, software or content on the Sky Protect app without our written permission.

You agree not to impersonate any other person while using the Sky Protect app, conduct yourself in an offensive manner while using the Sky Protect app or use the Sky Protect app for any illegal, immoral or harmful purpose.

It is your responsibility to ensure that any personal device (such as, a mobile phone or tablet) you use to access the Sky Protect app meets the necessary technical specifications. We continually review compatible personal device support and as new personal devices and operating systems appear we may stop supporting some older versions. This means you may need to update the software on your personal devices from time to time.

Intellectual property rights
All intellectual property rights in or relating to the Sky Protect Tech Bundle (including our text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us, our affiliates or our licensors.

Your possession, access to and use of the Sky Protect Tech Bundle and the Sky Protect app do not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. The use of the Sky Protect app is licensed to you. Neos and its affiliates and licensors and suppliers, reserve all rights.

In order for us to provide you with the services on the Sky Protect app such as enabling you to access your video footage, we or the third parties we use need to be able to store and transmit your user generated content. You agree that we and any third parties we use can do this and grant us a licence for your content and the content of any third parties which is included in the user generated content as reasonably required by us to provide you with services using the Sky Protect Tech Bundle and the Sky Protect app.

External links
From time to time the Sky Protect app or our website may include links to other websites or third-party services that we do not control. These links are provided for your convenience and information. They do not signify that we endorse those websites or services and we have no responsibility for the content, privacy policies or operation of them.

Availability of the Sky Protect app functionality
Although we aim to offer you the best service possible, we make no promise that the functionality on the Sky Protect app will be available all of the time, meet your requirements or be fault free. If a fault occurs in the service, please report it to us at: tech@skyprotect.sky and we will correct the fault as soon as we reasonably can.

Your access to the Sky Protect app and/or any of its features, and therefore your ability to receive notifications or alerts, may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will try to give you advance notice if practicable and restore the service as soon as we reasonably can.

Your access to the Sky Protect app and/or any of its features, and therefore your ability to receive notifications or alerts, may occasionally be restricted due to a variety of reasons beyond our control such as your internet connection and the software on your personal device). You acknowledge these limitations and agree that we are not responsible for the resolution of, nor liable for subsequent implications from, any failure of the Sky Protect app or any of its features or delay in the performance of the Sky Protect app or any of its features, due to reasons beyond our control.

Sky Protect Tech Bundle
You must not tamper with the Sky Protect Bundle or use any part of the Sky Protect Tech Bundle for anything which we do not authorise.

You are responsible for the Sky Protect Tech Bundle and taking good care of the devices included in it so that you can make use of the functionality on the Sky Protect app. We will not be liable if you cannot use all or part of the Sky Protect app services because you have not taken good care of the Sky Protect Tech Bundle or have not followed our instructions. If you need to replace any smart tech which you have not taken good care of, we may charge you for any replacements. Any replacements are subject to availability.

We may automatically update the software in the Sky Protect Tech Bundle and the Sky Protect app for any of the reasons in the section titled ‘Availability of the Sky Protect app functionality’.

You must follow any reasonable instructions we give you about accessing and using the Sky Protect Tech Bundle and the Sky Protect app.

Delivery of the Sky Protect Tech Bundle
Unless we agree otherwise, we will send you the smart tech included in the Sky Protect Tech Bundle using a ‘signed for’ delivery method and will provide you with tracking details so that you can make sure someone is in to sign for them. We will tell you about any charges for delivery when you purchase Smart Home Insurance.

If no one is available at your address or any other address you have specified to take delivery, our logistics partner will attempt to redeliver or let you know how to collect the Sky Protect Tech Bundle from a local depot. Should the Sky Protect Tech Bundle be returned to our warehouse, we will contact you for further instructions and may charge you for our reasonable storage costs and any further delivery costs.

Repairs and returns
If the devices included in the Sky Protect Tech Bundle are faulty or defective, not in accordance with any description we have given to you or not fit for purpose, you can return them to us and if we’ll arrange a replacement in accordance with your legal rights. We will tell you how to return those devices and will bear the reasonable costs incurred by you in returning it. Please see our Returns policy which can be found at: sky.com/help/articles/return-or-recycle-sky-equipment.
If you tell us about a fault but you don’t return all or part of the Sky Protect Tech Bundle to us when we request it, we will not be able replace it.

Nothing in this section affects your legal rights. If you need any advice on your legal rights you can refer to adviceguide.org.uk

Recycling - Make a difference with Sky Protect

The crossed out wheeled bin symbol is used to indicate that the smart tech within the Sky Protect Tech Bundle should not be disposed of with general household waste, but instead must be collected separately for reuse or recycling.

If electrical products, such as the smart tech within the Sky Protect Tech Bundle, are not properly disposed of, there is a risk that hazardous substances could cause harm to human health or the environment.

There are two options:

a) Send any old smart tech in the Sky Protect Tech Bundle to us for free, and we’ll make sure they get reused or recycled. For more information go to: sky.com/help/articles/return-or-recycle-sky-equipment

b) Take any old smart tech in the Sky Protect Tech Bundle to your nearest public recycling centre, this can be found by contacting your local authority.

Installation of the Sky Protect Tech Bundle and the Sky Protect app

Please ensure you follow any reasonable instructions we give you about installing and using the Sky Protect Tech Bundle and the Sky Protect app.

Your use of the Sky Protect Tech Bundle and Sky Protect app

We offer a number of features on the Sky Protect app that can be accessed and used only if you have Smart Home Insurance.

These features are variable, which means they may be changed, altered, improved or added to at our discretion as this ensures we respond to customer needs and remain competitive. We cannot guarantee the continued availability of any particular feature.

Full and up to date details of these features are set out on the FAQs on: sky.com/help/home/sky-protect

If your Smart Home Insurance is cancelled or ends, you will no longer have access to certain features on the Sky Protect app. We’ll tell you, when your Smart Home Insurance ends or is cancelled, how the services on the Sky Protect app will change but you can also find this information in the FAQs on: sky.com/help/home/sky-protect

Enhanced Sky Protect Warranty

The Sky Protect Tech Bundle comes with a 12-month warranty against manufacturing faults.

Unless you cancel your Smart Home Insurance, the warranty will be extended to 24 months after the start of your Smart Home Insurance contract. If you renew your Smart Home Insurance contract, we will automatically extend this warranty for a further 24 months on the first renewal of your Smart Home Insurance contract. If you cancel your Smart Home Insurance during the term, the enhanced warranty will end.

The following are not covered by the warranty:

• faults arising from misuse, deliberate, cosmetic or accidental damage or tampering with the devices included in the Sky Protect Tech Bundle and/or any associated software;
• damage arising from use of equipment that is not supplied by us with the devices included in the Sky Protect Tech Bundle;
• replacement of batteries other than for the video doorbell. Please note that if your doorbell battery is faulty or dies during the warranty period, the whole unit will be replaced;
• damage caused by events outside our reasonable control or that of our equipment suppliers;
• or the failure to follow our reasonable instructions;
• loss of any part of the Sky Protect Tech Bundle; or
• theft of any part of the Sky Protect Tech Bundle.

To report a fault, please contact our tech support team using the ‘Customer Support’ contact details on page 5. If a reported fault cannot be remedied by one of our engineers assisting remotely, then we will replace the faulty device(s) included in the Sky Protect Tech Bundle, or the faulty component of it. We may require you to return the faulty equipment to us. We will provide you with returns information including details of the equipment to be returned (or collected by us at our discretion) and packaging and a pre-paid returns label (where applicable).

Any replacement equipment will be new or ‘as new’ (previously used equipment that has been refurbished by the manufacturer or its authorised agent). Any replacement equipment we provide will have at least equivalent functionality but may not be identical to the equipment being replaced. We will warrant any repair or replacement until the later of the end of the original warranty period or 3 months from the date it was carried out.

This warranty is provided by Neos and only applies to devices included in the Sky Protect Tech Bundle and which are installed in the insured home, and does not apply outside England, Scotland and Wales.

We may limit this warranty if we have reasonable grounds to believe that you are not dealing with us in good faith.

This warranty does not affect your legal rights including, for example in relation to the smart tech included in the Sky Protect Tech Bundle when they are not of satisfactory quality or, if offered, the installation of the smart tech when not performed with reasonable care and skill. If you require any advice on your legal rights, you can refer to: adviceguide.org.uk
Limitation of liability
We shall not be liable to you for:

• Any fault caused by you tampering with the Sky Protect Tech Bundle or the Sky Protect app, your negligence or your failure to follow our reasonable instructions;

• Any delay or failure by us to provide the Sky Protect Tech Bundle (or any part of it) caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, and government action;

• Any loss or damage caused by us or our respective officers, employees or agents in circumstances where:
  a) There is no breach of a contractual obligation or legal duty of care owed to you by us any of our employees or agents; or
  b) Such loss or damage was not contemplated by both you and us at the time we entered into this contract;

• Any loss or damage caused by us or our employees or agents to the extent that such loss or damage results from any breach by you of these conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by us and that breach is the most significant cause of the loss or damage.

This shall not affect any liability we may have to you for death or personal injury as a result of our negligence, or for fraud or fraudulent misrepresentation.

Nothing in these terms shall exclude our liability for matters required by law including but not limited to our liability to you if supplying goods that are not of satisfactory quality or fit for purpose, supplying goods that do not match their description or performing any service without reasonable care and skill.

If you require any advice on your legal rights you can refer to adviceguide.org.uk
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