

# HOME INSURANCE PLUS POLICY SUMMARY





# HOME INSURANCE POLICY SUMMARY

This document consists of your Policy Summary and other key information you need to know about the insurance. It does not contain full details of the terms and conditions of the Policy which can be found in your Policy booklet. Please read the Policy booklet carefully when you receive it and keep it for your future reference.

If you have any questions about this Policy Summary please contact your insurance adviser.

## Important Information

You must comply with the conditions of the Policy for your cover to apply. These are shown under Important Information, General Information, General Conditions and Claims Conditions at the front of the policy booklet. These conditions include, but are not limited to, taking reasonable care to prevent loss and limit damage as well as action you must take as soon as you are aware of a possible claim.

Each section of the Policy contains exclusions applying to your cover and you must also refer to the General Exclusions at the front of the booklet to read and understand the exclusions that apply to the entire Policy. In addition to these your Policy Schedule will detail any special exclusions or limitations applying only to your policy. These are described on your Policy Schedule as Endorsements.

#### Who are the Insurers?

This Policy is arranged and administered by Modus Underwriting Limited. All sections other than Section 4 Family Legal Expenses and Section 5 Home Emergency are underwritten by a select panel of UK leading insurers who are shown in Your Policy Schedule.

Section 4 Family Legal Expenses is provided by Inter Partner Assistance SA, and administered on their behalf by Arc Legal Assistance Ltd.

Section 5 Home Emergency is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group.

#### What is Home insurance?

Modus Home Insurance Plus is a multi section policy offering a range of covers. This summary outlines the cover which is available and your policy schedule shows those which you have selected as **INCLUDED**.

All policyholders have access to help in an emergency via the Domestic Helpline and Legal Helpline.

# Modus Home Insurance Plus

# Features and Benefits of your Modus Home Insurance Plus policy

#### • Domestic Helpline

24 hour advisory helpline following an emergency in the Home for which a tradesman's assistance is required. The helpline will source and deploy an approved tradesman to your home. You will be responsible for the tradesman's charges.

#### Legal Helpline

24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household

# Summary of significant or unusual exclusions and limitations

#### We will not pay for:

- The amount you will have to pay towards each separate claim, your excess. The details of the excesses that apply to your policy are shown on your Schedule.
- Any amount above the limits which apply for certain cover; the limits are shown on your schedule and in your policy booklet.
- The cost of replacing any undamaged items which form part of a pair, set or suite.
- Any loss or damage or liability arising out of activities of contractors.
- Any damage caused by tearing, scratching, chewing or fouling by any pet or domesticated animal.
- Wear, tear and reduction in value

# **Section 1 - Buildings**

#### Features and Benefits

#### Cover includes

- Your home and its walls, roofs, drives and patios
- Permanent fixtures such as kitchen units, bathroom fittings and fitted wardrobes
- Outbuildings including sheds and garages

#### What you are covered for

- Fire
- Theft
- Storm or Flood Vandalism or malicious acts
- Escape of Water Subsidence

#### Buildings Cover Extensions included as standard

- Frost damage to water pipes and tanks.
- Accidental damage to underground service drains, pipes and cables.
- Replacement outside door locks and keys if your keys are lost or stolen, up to £1,000
- The cost of repairing damage caused by the emergency services if they have to make a forced entry.
- The cost of alternative accommodations while the insured repairs are carried out if your home is unfit to live in, up to £50,000.
- The cost of removing and replacing any part of the buildings to find the source of an escape of water from fixed water or heating equipment, up to £5,000.

#### Optional cover if Buildings cover selected

 Accidental Damage cover can be added to your policy for an additional premium and provides cover for accidents like drilling into a pipe or cable, or putting your foot through the loft floor.

# Summary of significant or unusual exclusions and limitations

#### We will not pay for:

- The amount you will have to pay towards each separate claim, your excess. The details of the excesses that apply to your policy are shown on your Schedule.
- Certain losses or damage when your home is unoccupied for more that 45 days in a row. See the Buildings section of your Policy booklet for details.
- Accidental damage caused by domestic pets.
- Loss or damage caused by subsidence, heave or landslip that results from the escaping of water.
- Loss or damage to your buildings from any cause not listed in the Policy booklet. (Optional cover is available under the accidental damage extension.)
- Loss or damage or liability arising out of any activities of contractors.
- Legal Liability as occupier of the buildings, unless you have selected contents cover and it is shown as INCLUDED on your Schedule
- Accidental damage to your buildings unless you have selected the optional cover and it is shown as INCLUDED in your Schedule.

## **Section 2 – Contents**

#### Features and Benefits

#### Cover includes

- Household goods, including non-permanent fixtures and fittings like carpets and curtains
- Personal belongings in the home, garages and sheds

#### What you are covered for

- Fire Theft
- Storm or Flood Vandalism or malicious acts
- Escape of Water Subsidence

#### Contents Cover Extensions included as standard

- Contents temporarily removed from your home, up to £5,000.
- Replacement outside door locks and keys if your keys are lost or stolen, up to £1,000
- Money in the home up to £750.
- Unauthorised use of Credit Cards up to £1,000
- Contents in the garden up to £1,000 (£250 for any one plant, shrub or tree).
- The cost of alternative accommodation while insured repairs are carried out if your home is unfit to live in, up to £25,000.
- Cover for frozen or chilled food spoiled by fridge or freezer failure, up to £1,000.
- Cost of replacing downloaded information stored on a lost or stolen device up to £1,000.
- Business equipment up to £10,000 with £5,000 for Stock

#### Optional cover if Contents cover selected

 Accidental Damage cover can be added to your policy for an additional premium and provides cover for accidental damage to contents within your homes including the cost of repairing accidental damage to audio visual equipment, mirrors, fixed glass, items like vases and ornaments as well as DIY disasters like spilt paint on carpets or furniture.

# Summary of significant or unusual exclusions and limitations

## **We** will not pay for:

- The amount you will have to pay towards each separate claim, your excess. The details of the excesses that apply to your policy are shown on your Schedule.
- Certain losses or damage when your home is unoccupied for more that 45 days in a row. See the Contents section of your Policy booklet for details.
- Accidental damage caused by domestic pets.
- Loss or damage to your contents from any cause not listed in the Policy booklet. (Optional cover is available under the accidental damage extension.)
- Loss or damage or liability arising out or any activities of contractors.
- Loss or damage caused by the failure, wear and tear or lack of grouting or sealant.
- Your legal liability as owner of the home, unless you have selected buildings cover and it is shown as INCLUDED in your Schedule.
- Accidental damage to your contents unless you have selected the optional cover and it is shown as INCLUDED in your Schedule.

#### Limits that apply

- A limit of £3,000 applies in respect of any theft claim from a garage or outbuilding.
- A £3,000 single article limit applies in respect of valuables, unless the item is specified on your Schedule.
- A limit of £2,000 applies in respect of theft or disappearance of valuables from hotel or motel rooms during your absence from such rooms.

## **Section 3 - Personal Possessions**

#### Features and Benefits

#### Cover includes

 Items designed to be worn or carried that you normally take out of the home or on holiday such as jewellery, cameras, sports equipment, pedal cycles and money.

#### What you are covered for

- Accidental Loss
- Accidental damage
- Theft

Cover applies anywhere in the world.

#### Personal Possessions cover extensions included as standard

- Money up to £750
- Bicycles up to £500, unless specified on your Schedule.

# Summary of significant or unusual exclusions and limitations

#### We will not pay for:

- The amount you will have to pay towards each separate claim, your excess. The contents policy excess applies to all Personal Possession claims and is shown on your Schedule.
- Theft from an unattended vehicle unless it is locked and the item is contained in the closed glove compartment or locked boot and concealed from view.
- Theft of pedal cycles when unattended and not in a locked building or immobilised by a security device detailed in your policy booklet or Schedule.
- Damage to pedal cycles whilst the cycle is being used for professional racing, pacemaking or trials.
- Business money

#### Limits that apply

- A £500 single article limit applies to pedal cycles unless specified on your schedule.
- A £3,000 single article limit applies to all other items unless the item is specified on your Schedule.

# **Section 4 – Family Legal Protection**

#### Features and Benefits

- Legal Expenses of up to £60,000 per claim are covered.
- Legal Helpline 24/7

# Summary of significant or unusual exclusions and limitations

This insurance covers the legal costs incurred by Arc Legal panel solicitors. You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.

It is a key condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted.

For full details of policy exclusions please refer to the policy wording.

## **W**e will not pay for:

- Costs incurred without our prior consent
- Claims arising from a dispute between you and someone you live with or have lived with
- Claims where an estimate of the advisers' costs is more than the amount in dispute

An excess is applicable on the Property Infringement and Employment sections of cover £100.

#### Applicable to the Consumer Pursuit cover

#### Legal costs to pursue:

Contract claims against a person / organisation providing defective goods or services.

At least £250 plus VAT must be in dispute.

#### Applicable to the Consumer Defence cover

#### Legal costs to defend:

Contract claims brought by a person to whom private goods have been sold.

At least £250 plus VAT must be in dispute.

#### Applicable to the Personal Injury cover

#### Legal costs to pursue:

Personal injury claims against the responsible person / organisation

#### **We** will not pay for:

claims arising from an allegation of stress, psychological or emotional injury.

#### Applicable to the Employment disputes cover

#### Legal costs to pursue:

An action before an employment tribunal for breach of your contract of employment or legal rights under employment laws

The alleged breach must have occurred at least 90 days after legal costs cover started unless equivalent cover was in place continuously for a period of at least 90 days leading up to when the breach of contract first occurred.

#### Applicable to the Property Infringement cover

#### Legal costs to pursue:

Actions for nuisance or trespass relating to the home.

The nuisance or trespass must have occurred at least 180 days after legal costs cover started unless equivalent cover was in place continuously for a period of at least 180 days leading up to when the breach of contract first occurred.

#### Applicable to the Property Sale and Purchase cover

#### Legal costs to pursue:

An action arising from a breach of a contract for the sale or purchase of your main home.

At least £500 plus VAT must be in dispute.

#### Applicable to the Tax cover

Accountancy fees as a result of an HM Revenue and Customs Full Enquiry.

Accountancy fees which relate to your business trade or profession.

#### Applicable to the Personal Identity Fraud cover

#### Legal costs to defend:

Proceedings, reverse incorrect judgments and challenge consumer credit ratings resulting from identity fraud.

#### We will not pay for:

 claims where you did not take reasonable precautions against identity fraud or take action to protect yourself from identity fraud.

#### Applicable to the Criminal Prosecution Defence cover

#### Legal costs to defend:

An action arising out of your work as an employee in a prosecution brought against you in a court of criminal jurisdiction.

#### We will not pay for:

 legal 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.

#### Applicable to the Social Media Defamation cover

Legal costs to write to the provider or author of a social media website in order to remove defamatory comments made about you.

There will be no cover unless you are aged 18 years or over.

## **Section 5 – Home Emergency**

#### Features and Benefits

- Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
- Blockages in toilet waste pipes & blocked drains.
- Heating and hot water failure
- Leaks in your central heating system.
- Loss of only key to your house and where you are not able to gain access to your home.
- Broken and cracked windows which result in the home not being secure.
- Sudden and Unforseen roofing problems to your home due to storm damage / bad weather.
- Electricity failure in your property.
- Vermin inside your home.
- External Water Supply Pipe within your property boundary where you are solely responsible for it.
- Boiler and heating system beyond economical repair.
- Repairs covered up to £500 (including VAT, call out, labour, parts and materials) per occurence.

# Summary of significant or unusual exclusions and limitations

## **We** will not pay for:

- Shared water / drainage facilities
- Emergencies caused by poor maintenance and wear and tear.
- Reinstatement of your home to its original condition.
- Replacement of items such as water tanks, radiators, shower units, sanitary ware, flexible hoses, cesspits and septic tanks.
- Costs arising from or in connection with the circumstances known to you before you took out your policy
- Day-to-day maintenance and emergencies caused by wear and tear.
- Detached outbuildings and garages.

## Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs, if you cancel your policy within 14 days of your policy starting or within 14 days of you receiving your documents (whichever is the later) we will return any premium paid in full.

If you cancel after those 14 days have passed we will return any premium paid as shown in your Schedule less an amount for the period the policy has been in force.

We have the right to cancel your policy at any time by giving 14 days notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you. If we cancel your policy we will return the premium paid less the amount for the period the policy has been in force.

## How to make a claim

For claims under all sections other than Section 4 Family Legal Protection and Section 5 Home Emergency, please telephone the number shown in **Your** schedule.

If you need to make a claim under Section 4 Family Legal Expenses or as soon as you have a legal problem that you may require assistance with under this insurance you should telephone the 24 hour legal advice line on 0344 770 1040 and quote 'Modus'.

If you need to make a claim under Section 5 Home Emergency Insurance contact the 24 hour Emergency Helpline on: 0333 999 7520 and quote 'Modus'.

Please refer to How to make a Claim under each Section of your policy booklet.

# Domestic helpline

Use the helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to your home. You will be responsible for the tradesman's charges.

Where appropriate we may substitute deployment of a tradesman with the provision of technical advice over the telephone giving you the means to rectify the problem yourself.

Simply telephone 0344 770 1041 and quote 'Modus'

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

## Legal helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household.

Simply telephone 0344 770 1040 and quote 'Modus'

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

# What to do if you have a complaint

#### How to complain

We aim to provide the highest standard of service to every customer. If You have any queries or concerns then please contact Your insurance adviser in the first instance.

We recognise that things do occasionally go wrong and if the service You have received does not meet Your expectations You may complain to the relevant insurers:

# If Your complaint is in relation to Section 1 - Buildings, Section 2 - Contents or Section 3 - Personal Possessions please contact Us::

by telephone on: 0845 437 0361

by email at: <a href="mailto:complaints@modusunderwriting.com">complaints@modusunderwriting.com</a>.

or in writing to: The Managing Director

Modus Underwriting Limited 85 Gracechurch Street

London EC3V 0AA

Where possible **We** will attempt to resolve **Your** complaint immediately.

1. Within 2 weeks of receiving **Your** complaint **We** will:

either: Let You have Our final response with the reasons for it

or: Explain why We are not in a position to give You a final response and let You know when We expect to be able to

provide it

2. If **Your** complaint is in relation to the cover provided or the claims service under sections 1-3 and you have not received a satisfactory response after 2 weeks, then you may contact Lloyd's Complaints team at:

Complaints Team

Lloyd's

One Lime Street London

EC3M 7HA United Kingdom

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

#### If Your complaint is in relation to Section 4 - Family Legal Protection, please contact Arc Legal Assistance Ltd:

by telephone on: 01206 616 003
by email at: claims@arclegal.co.uk.
or in writing to: Arc Legal Assistance Ltd

PO Box 8921 Colchester CO4 5YD

# If Your complaint is in relation to Section 5 - Home Emergency, please contact Home Emergency Inter Partner Assistance SA:

by telephone on: 01737 815 913

by email at: <a href="mailto:homeemergencycomplaints@axa-assistance.co.uk">homeemergencycomplaints@axa-assistance.co.uk</a>

or in writing to: Customer Relations – Home Emergency Inter Partner Assistance SA,

The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK

# Under all sections of this policy, if You have not received a satisfactory response after 8 weeks, You may seek advice from the Financial Ombudsman Service at:

by telephone on: 0800 023 4 567 (from a Landline) or

0300 123 9 123 (from a mobile)

by email at: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
or in writing to: The Financial Ombudsman Service

**Exchange Tower** 

Harbour Exchange Square

London E14 9SR

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#### Compensation

Modus Underwriting Limited, Arc Legal Assistance Limited, Inter Partner Assistance and AXA Assistance Group are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <a href="http://www.fscs.org.uk/">http://www.fscs.org.uk/</a> or by telephoning 0800 678 1100.

# Details about our regulator

Modus home insurance policies are underwritten by a select panel of UK leading insurers.

The insurers for Section 1- Buildings, Section 2 – Contents and Section 3 – Personal Possessions are all authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.

The insurers for Sections 4 – Family Legal Protection and Section 5 – Home Emergency are regulated by the Financial Conduct Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, alternatively you can contact them on 0800 111 6768. Calls may be recorded.

Under the Financial Services and Markets Act 2000, should your insurer be unable to meet all its liabilities to policyholders, compensation may be available. Home insurance is a non-compulsory class of insurance, and is covered for 90% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

