

CLAIMS PROCEDURES

How to Claim - Your Duty

You will on the happening of any event which is likely to give rise to a claim under this Policy:

- a) Notify the police as soon as you are aware if any property is lost, stolen or maliciously damaged, and get a crime reference number.
- b) Report to us as soon as reasonably possible on 01603 218099 and provide all information and assistance we need, including your name, address, the place where the loss or damage occurred and what caused the loss or damage.
- c) Take all reasonable steps to recover any lost or stolen property and advise us without unnecessary delay if such property is returned to you.
- d) Forward all correspondence, legal documents or any other document to us unanswered.
- e) Not discuss liability with any third party without our permission.

Proof of value and ownership

To help you prove any loss, we recommend that you keep receipts, valuations, photographs, instructions booklets and guarantee cards to help with your claim.

Our rights

- a) We will be entitled to:
 - I. take over and defend or settle any claim in your name or
 - II. prosecute in your name for our own benefit any claim for indemnity or damages or otherwise.
- b) We will have full discretion in the conduct of any legal action and in settling your claim.
- c) No property may be abandoned to us.

Limit

In respect of any claim or series of claims for which this Policy covers you for your legal liability, we may at any time pay you:

- a) Up to the limit stated in the Policy (after deducting any sum(s) already paid as compensation) or
- b) Any lesser amount for which we can settle your claim.

Once the payment has been made, we will have no further liability in connection with your claim except for the payment of costs and expenses you incurred before the payment date.

Settling Claims

Alan Boswell Insurance Brokers are authorised to handle your claim on behalf of certain insurers and settle up to a predetermined limit except for subsidence and liability claims. For other insurers, or claims above this limit and for subsidence and liability claims, the insurer will be notified immediately and where appropriate a loss adjuster will be appointed.

Where we both arrange your policy and handle your claim under the delegated authority of the insurer, the Financial Services Authority (FSA) requires that we point out to you that there may be a conflict of interest. In the view of the FSA, there is a risk to you from the fact that, in their interpretation, we act for the insurer and not for you.

In practice we have found that dealing with claims this way enables us to provide an improved and more personal service to you. This is what our clients tell us they appreciate and we would not do it otherwise. If, however, you are unhappy with this, we will pass your claim to the insurer to handle.

At our option we will settle your claim by replacement, reinstatement or payment. Where we are able to replace property, payment will be limited to the cost of replacement by our preferred supplier.

When we settle a claim for loss or damage we will not deduct any amount for wear, tear and depreciation except

- for any claim in respect of clothing and household linen
- under the Contents section for property not belonging to you or your domestic employees unless you or they are legally responsible for the cost of replacement as new under the terms of the agreement.

We will not pay for the cost of replacing any undamaged items which form part of a set (other than a pair), suite or other article of a uniform nature, design or colour, including carpets, when damage occurs to a specific part or within a clearly identifiable area and replacements cannot be matched.

We will not reduce the Sums Insured by the amount paid under any claim except under Personal Belongings where the claim relates to the total loss of any item(s) specified in the schedule.

Contents Claims

The total amount payable by us in respect of loss or damage under Sections A to H, K, L, P and Q arising out of one occurrence will not exceed the Sum Insured.

In respect of the Valuables

- a) No one item shall be deemed of greater value than the Valuables Single Article Limit indicated in the
- b) Schedule unless insured as a separate item.
- c) The total value shall not exceed 40% of the total Sum Insured by this Section unless stated in the Schedule.

Only one excess may apply in the event of a claim for more than one item arising out of the same occurrence at the same time.

Personal Belongings Claims

The most we will pay for loss or damage arising out of one occurrence is the amount stated against each item in the Schedule.

Only one excess may apply in the event of a claim under more than one item arising out of the same occurrence at the same time.

Buildings Claims

The most we will pay for loss or damage arising out of one occurrence is the amount stated in the Schedule.

We will not pay for any reduction in the market value of the Home following reinstatement, replacement or repair of the damaged parts of the private dwelling.

Family Legal Protection Claims

This is highly specialised cover involving legal advice from the outset. Please refer to the specific Policy Section for advice and guidance on making a claim.

CONTACT NUMBERS

Alan Boswell Insurance Brokers Claims Department	01603 218099
Family Legal Protection helpline	01444 442555
Key Care emergency helpline	01274 599117