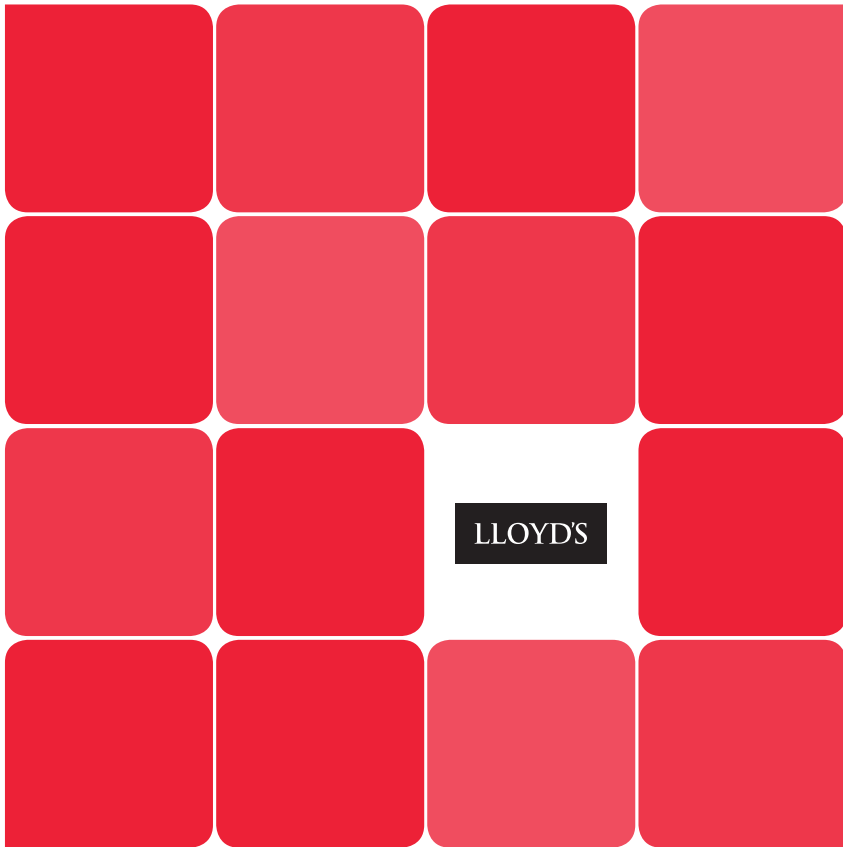


Homecare. Buildings & Contents

INSURANCE FOR OWNER OCCUPIER



 citylandlord

POLICY TERMS & CONDITIONS

RGA Underwriting Limited

Introduction

Thank **you** for choosing RGA Underwriting Limited. This is **your** Homecare Insurance Policy, setting out **your** insurance protection in detail.

Your premium has been based upon the information shown in the **policy Schedule** and recorded in **your statement of fact**.

This insurance offers a comprehensive cover, as well as extended options, please refer to **your** insurance **Schedule** and **statement of fact** for **your** cover level.

If you have any questions, please contact **us** on free phone 0800 2944 546.

This property insurance has been arranged by RGA Underwriting Limited and is underwritten by Certain Underwriters at Lloyd's, who are authorised and regulated by the Financial Conduct Authority.

RGA Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Axis Managing Agency Limited is a Lloyds service company acting for certain underwriters at Lloyd's. Axis Managing Agency is authorised and regulated by the Financial Conduct Authority.

This can be checked on the Financial Conduct Authority's register by visiting their website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

We adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at www.fscs.org.uk. **Your** personal details and information provided are also covered by the Data Protection.

Signed for and on behalf of insurers

A handwritten signature in black ink, appearing to be 'S. Jones', with a long horizontal flourish extending to the right.

Steve Jones
Director

RGA Underwriting Ltd, 27 Great West Road, Brentford, London TW8 9BW

Homecare Insurance Policy

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Your Policy

Welcome to **your** Homecare Insurance **policy** and thank **you** for choosing **RGA Underwriting Limited**.

This **policy**, the **schedule** and any endorsements form a legally binding contract of insurance between **you** and **us** and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable. Please read the whole document carefully and keep it in a safe place.

In return for having accepted **your** premium, **we** will, in the event of injury, loss or damage happening within the **period of insurance**, provide insurance as described in the following pages and referred to in **your Schedule**.

If after reading these documents **you** have any questions, please contact RGA Underwriting Limited.

The Law applicable to this Policy

You are free to choose the law applicable to this **policy**. **Your policy** will be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England unless **you** and **we** have agreed otherwise.

Information you have given us

In deciding to accept this contract of insurance and in setting the terms and premium, **we** have relied on the information **you** have given us. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this contract of insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- Treat this contract of insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- Charge **you** more for **your** contract of insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged you; or
- Cancel **your** contract of insurance in accordance with the cancellation condition of this **policy**.

We or **your** insurance **broker** will write to **you** if we:

- Intend to treat this contract of insurance as if never existed; or
- Need to amend the terms of **your** contract of insurance; or
- Require **you** to pay more for **your** insurance.

Data Protection

You should understand that any information **you** have provided will be processed by us, in compliance with the provisions of the Data Protection Legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Important Telephone Numbers

| | | |
|--|---------------|---|
| Claim Notification Line In the event of a claim telephone us on this number | 0208 587 1071 | If you need to make a claim, we tell you the process to follow. You should also read the Claim Conditions. Please read the conditions and process before ringing the claims line. |
| Legal Expenses Claims Line | 0344 770 9000 | |
| Customer Services | 0208 587 1060 | |

In order to maintain quality service, telephone calls may be monitored or recorded.

Several Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001

Sections 1 to 5 of this insurance are underwritten by Axis Managing Agency Limited a Lloyds service company acting for certain underwriters at Lloyds. Axis Managing Agency Limited is authorised and regulated by the Financial Conduct Authority. registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952)

Section 6 is 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.

Definitions

Wherever the following words appear in bold in this contract of insurance they will have the meanings shown in the Definitions

Please note Section 6 – Family Legal Expenses Insurance will contain additional words and expressions with meanings specific to that section.

Accidental Damage

Sudden, unintentional and unexpected physical damage that can be seen.

Bodily injury

Bodily injury includes death or disease.

Broker

RGA Underwriting Limited.

Buildings

Your home, and its permanent fixtures and fittings including:

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- permanently installed:
 - a) swimming pools;
 - b) hot tubs;
- permanently connected:
 - a) drains, pipes and cables;
 - b) service tanks and central heating oil tanks;
 - c) wind turbines, solar panels and ground source heating pumps;

all sited within the boundaries of the land belonging to **your home**.

Business Equipment

Computers, modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture, but not including any property held as trade stock.

Contents

Household goods, furniture, carpets, curtains and domestic appliances all of which belong to **you** or for which **you** are legally responsible.

Contents includes:

- tenant's fixtures and fittings;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**;
- **contents** in the open but within the grounds of **your home** up to GBP 2,500 in total
- **business equipment** up to GBP 5,000 in total;
- **money** up to GBP 500 in total;
- **credit cards** up to GBP 1,000 in total;
- mobile telephones up to GBP 750 in total;
- deeds and registered bonds and other personal documents up to GBP 2,500 in total;
- **valuables** up to 20% of the sum insured for **contents** within the **home** subject to a limit of GBP 5,000 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**;
- domestic oil in fixed fuel tanks up to GBP 2,000;
- plants in **your** garden up to GBP 1,000

Contents does not include:

- motor vehicles, electrically-, mechanically- or power-assisted vehicles (other than domestic gardening equipment or wheelchairs), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for any of these items;
- Aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
- any living creature;
- any part of the **buildings**;

- mobile telephones insured under another insurance policy;
- any item used for **your** trade or profession (other than **business equipment**);
- any item insured under any other insurance policy.
- Pedal cycles over £500 unless specifically listed in the **schedule**.

Credit Cards

Credit cards, charge cards, cheque cards and cash dispenser cards all held solely for private or domestic purposes.

Domestic Staff

A person employed to carry out domestic duties associated with the **home** and not employed by **you** in any capacity in connection with any business, trade, profession or employment.

Emergency

A sudden, unexpected event involving **your home** which requires immediate remedial action to make **your home** safe or secure and avoid initial or further damage.

Excess

The amount **you** must pay towards each and every incident of loss or damage.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Home

The private dwelling, garage and domestic outbuildings at:

- The address stated on **your policy schedule**;
 - Any other address detailed by endorsement;
- but excluding:
- Any garage or outbuildings used in any way for business (other than clerical work by **you**) or farming purposes;
 - Polytunnels and similar structures.

Landslip

Downward movement of sloping ground.

Money

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.

Pair or Set

Articles which complement one another or are used together.

Period of Insurance

The period of insurance stated on **your policy schedule**.

Period of Unoccupancy

Any period, starting from the first day, during which the **home** has been left without an occupant for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

Personal Possession

Clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to you.

Personal possessions does NOT include:

- **Money** and bank cards;
- Pedal cycles over £500 unless specifically listed in the **schedule**.

Policy

The policy booklet, **your policy schedule** and any applicable endorsements and amendment notices that may apply.

Policyholder

The person(s) named as **policyholder** on **your policy schedule**.

Premises

The address named in **your policy schedule**.

Sanitaryware

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools or hot tubs.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Schedule

Is part of this contract of insurance and contains details of **you**, the **Home**, the sums insured, the **period of insurance** and the sections of the contract of insurance which apply.

Standard Construction

Built of Brick, Stone or Concrete and roofed with slate, tiles, concrete or flat roofs (up to 25%) made from felt on timber.

Subsidence

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

Us, We or Our

City Landlord as administrators of this insurance and Axis Managing Agency Limited as underwriters, as the context may require. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952)

You or Your

- The **policyholder**;
- Any member of the **policyholder's** family permanently residing at your **home**.

Valuables

- Jewellery
- Furs
- Gold, silver, gold and silver plated articles
- Pictures

all of which belong to **you**.

General Conditions

You and **your** family must comply with the following conditions to have the full protection of **your policy**. If **you** or **your** family do not comply with them we may at our option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured. Full value means:

For the **buildings**:

- The estimated cost of rebuilding if the **buildings** were completely destroyed in the same form/ style and condition, as new, plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements.
- This is not the market value.

For the **contents**:

- The current cost as new (other than for clothes furs and household linen);
- For clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

Underinsurance

If the sum insured for each section or item does not represent full value at the time of a loss, the amount payable by the company in respect of such damage shall be proportionately reduced.

Changes in your circumstances

You must tell **us** or **your broker** within 14 days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**; When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation clause, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

Examples of what **you** must tell **us** about include, but are not limited to:

If **you**:

- plan to carry out building works at the **home**;
- change how the **home** is used (for example if it becomes occupied by tenants or is used for business);
- are convicted or have a prosecution pending for any offence (other than motoring);
- change **your** address;
- the **home** is currently, or **you** plan to leave the **home** unoccupied (either temporarily or permanently).

Taking care of your property

You and **your** family must take all reasonable precautions to avoid injury, loss or damage and that all practicable steps are taken to safeguard the property insured from loss or damage.

You must maintain the property insured in a good repair; A useful maintenance guide is available on our website at www.rgaunderwriting.co.uk/mainclause.

Cancellation by us

We can cancel this contract of insurance by giving **you** thirty (30) days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non payment of premium;
- Non-cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- The use of threatening or abusive behaviour or language;
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction

for the time **you** have been covered will be half the annual premium.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

Cancellation by you

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

Whichever is later.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered.

This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

Premiums paid and up to date

If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments.

To cancel, please contact:

City Landlord
The Business Exchange
26/28 Hammersmith Grove
London W6 7BA

Telephone: 0800 2944 546
Email: info@citylandlord.co.uk

General Exclusions

These exclusions apply throughout **your policy**.

We will not pay for

Riot/Civil Commotion

Any loss damage or liability caused by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

Sonic Bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Pre-existing Damage, Loss, Liability or Injury

This **policy** does not cover loss, damage, liability or injury occurring before the cover under **your policy** started.

Deliberate Loss or Damage

Any loss or damage deliberately caused by or arising from a criminal act caused by **you** or **your** family, or by any other person lawfully in **your home**.

Reduction in Market Value

Any reduction in market value of any property following its repair or reinstatement.

Confiscation

Any loss or damage or liability caused by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers:

- Liability to **domestic staff**;
- **Tenant's** Liability;
- Liability to The Public.

Pollution/Contamination

Loss, damage, liability or **bodily injury** arising in connection with pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident;
- Leakage of oil from a domestic oil installation at **your home**.

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- Loss or destruction of or damage to any property, or any loss or expenses resulting or arising from;
- Or indirectly caused by or in connection with or contributed to by or arising from:
 - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

War Exclusion

We will not pay for any loss or damage or liability caused by, happening through, in any way connected with or as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation

or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Electronic Data Exclusion Clause

We will not pay for:

- loss or damage to any property, or any loss or expenses resulting or arising from;
- any legal liability of any nature;
caused by or in connection with or contributed to by or in any way connected with or arising from:
 - (a) Computer viruses, erasure or corruption of electronic data;
 - (b) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of any nature.

Biological and Chemical Contamination Clause

We will not pay for:

- Loss or damage to any property, or any loss or expenses resulting or arising from;
- Any legal liability of any nature;
- Death or injury to any person;
caused by or in connection with or contributed to by or arising from Biological or Chemical contamination due to or arising from:
 - (a) Terrorism; and/or
 - (b) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, prompting or threatening of harm of any nature and by any means;
 - Putting the public or any section of the public in fear;
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Sanctions

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Gradual Deterioration

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time.

Matching of items

The cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design if damage occurs within a clearly identifiable area or to a specific part and it is not possible to match replacements.

Claims Conditions

You and **your** family must comply with the following claims conditions to have the full protection of **your policy**.

If **you**/they do not comply with them, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

Claims procedure

If **you** wish to make a claim or if something happens which may lead to a claim, **you** must notify RGA as soon as possible. Contact details as follows:

RGA Underwriting Limited

27 Great West Road

Brentford

London

TW8 9BW

Tel: 0208 587 1071

E-mail: info@rgau.co.uk

If there has been malicious damage theft or attempted theft, **you** must also tell the police without delay

- incidents involving **personal possessions** must be reported as soon as possible.

You will be required to register the claim with **us** within 30 days of the incident with all the supporting documents and proofs **we** require - for example written estimates, photographs, purchase receipts, invoices. **We** will only ask for information relevant to **your** claim.

If **you** receive a writ summons or other legal process regarding a claim under the **policy**, **you** must send it without delay to us.

You must give **us** all the help and information necessary to settle or resist a claim against **you** or to help **us** take action against someone else.

Failure to meet these conditions may invalidate a claim.

Control of claims

Do not admit, deny, negotiate or settle a claim without **our** written consent. However, **you** should make **emergency**/temporary repairs to the property to prevent further damage.

Our special rights

You cannot abandon the property to **us**; **we** may in **your** name and on **your** behalf, take complete control of legal action.

We may take legal action in **your** name against any other person to recover any payment **we** have made under the **policy**; **we** will do this at **our** expense.

Contribution

If at the time of a claim there is any other policy covering anything insured under this **policy**, **we** will be liable only for a proportionate share.

Arbitration

If **we** admit liability for a claim but **you** cannot agree with **us** the amount to be paid, the disagreement will be referred to an arbitrator appointed jointly by **you** and **us** in accordance with the law in force at the time. **You** will not be able to take action in law against **us** over this disagreement until the arbitrator has made their award.

Fraud

If a claim is found to be false or fraudulent in any respect, or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy**, or if any damage is caused by **your** wilful act or with **your** involvement, all benefit under the **policy** will be forfeited.

How We Settle Claims

Buildings, contents and personal possessions sections

We will at **our** option repair reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or damage. If **we** can repair or replace an item but **we** agree to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers. The sums insured will not be reduced by any claim.

An approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation a repair or a replacement where appropriate.

Matching sets suites and carpets

An individual item of a matching set of articles or suite of furniture or **sanitary ware** or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Will a deduction be made for wear and tear?

Contents – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 8).

The **buildings** – If repair or reinstatement is carried out, there will be no deduction, provided that the sum insured represents the full value of the **buildings** and they have been maintained in good repair (see General Conditions on page 8).

Your policy is designed to help **you** understand the extent of cover provided.

You will find on many pages these headings:

| What is insured | What is not insured |
|--|--|
| These sections are printed on a light grey background and give detailed information on the insurance provided and must be read with ' What is not insured ' at all times. | These sections shown on a dark grey background draw your attention to what is not included in the scope of your policy . |

Section 1 - Buildings

The following cover applies only if the **schedule** shows that it is included.

| What is insured | What is not insured |
|---|--|
| 1. Fire, smoke, explosion, lightning or earthquake. | <ul style="list-style-type: none"> Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is accidental damage and you have cover under Accidental Damage - extension 21 this would be insured subject to the exceptions and excess applicable to that paragraph). The excess for each and every claim as shown on your policy schedule; |
| 2. Riot, civil commotion, strikes or labour disturbances. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 3. Malicious acts or vandalism. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your domestic staff, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; |
| 4. Storm or flood. | <ul style="list-style-type: none"> Loss or damage caused by frost; Loss or damage to fences, gates and hedges; Loss or damage to cantilever car-ports, canopies and awnings; Loss or damage to any felt roof where the felt is more than 10 years old; Loss or damage caused by rising ground water levels; Loss or damage caused by subsidence, heave or landslip. (Subsidence or heave of the site on which the buildings stand or landslip caused by storm or flood would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph). The excess for each and every claim as shown on your policy schedule; |
| 5. Subsidence or heave of the site on which the buildings stand or landslip . | <p>Loss or damage:</p> <ul style="list-style-type: none"> For loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event; For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event; For loss or damage caused by faulty or unsuitable materials or design or poor workmanship; For loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law; The first GBP 1,000 of each and every claim unless shown otherwise on your schedule. For loss or damage caused by coastal or river bank erosion; For loss or damage whilst the buildings are undergoing any structural repairs, alterations, extensions or demolition; |

| What is insured | What is not insured |
|--|---|
| | <ul style="list-style-type: none"> For loss or damage caused by normal Settlement and / or any general deterioration of the building; Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the buildings. |
| 6. Theft or attempted theft. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; |
| 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation. | <ul style="list-style-type: none"> Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your home. (If it is accidental damage and you have cover under Accidental Damage - extension 21, this would be insured subject to the exceptions and excess applicable to that paragraph); Loss or damage caused by the failure, or lack of grout and/or sealant in your home; Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies; Loss or damage caused by subsidence, heave or landslip. (Subsidence or heave of the site on which the buildings stand or landslip caused by escape of water would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph); Loss or damage occurring during a period of unoccupancy. The excess for each and every claim as shown on your policy schedule; |
| 8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 9. Leakage of oil from any fixed oil fired heating installation. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy. The excess for each and every claim as shown on your policy schedule; |
| 10. Falling trees and branches. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 11. Falling television and radio receiving aerials, aerial fittings or masts. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |

Section 1 - Buildings Extensions

| What is insured | What is not insured |
|--|--|
| <p>12. Accidental damage to underground pipes or cables serving the buildings.</p> | <ul style="list-style-type: none"> • Damage for which you are not legally responsible. • Damage to any part of the pipe or cable above ground level • The excess for each and every claim as shown on your policy schedule; |
| <p>13. Accidental breakage of: (a) fixed glass including ceramic hobs forming part of the buildings; and (b) fixed sanitaryware forming part of the buildings.</p> | <ul style="list-style-type: none"> • Breakage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>14. Frost damage to any plumbed in domestic water or heating installation.</p> | <ul style="list-style-type: none"> • For loss or damage caused by subsidence, heave or landslip other than as covered under number 5 of section one; • For loss or damage to domestic fixed fuel-oil tanks and swimming pools; • The first GBP 250 of each and every claim; • For loss or damage while the home is unoccupied. |
| <p>15. Loss of rent and alternative accommodation. During the period your home is made uninhabitable by any cause covered under this section which results in an admitted claim, we will pay for: (a) Loss of rent that is no longer payable to you; (b) Any ground rent which continues to be payable by you; (c) The cost of comparable alternative accommodation if you are the occupier, including for any domestic pets permanently living with you.</p> | <ul style="list-style-type: none"> • Any amount over 20% of the sum insured for the buildings damaged or destroyed. • The excess for each and every claim as shown on your policy schedule; |
| <p>16. The period between exchange of contracts and completion. (a) You will be entitled to the benefit of the cover provided by paragraphs 1 to 14 of section 1 of this policy between exchange of contracts and completion of the purchase provided that: (i) The period of insurance commences on or before completion of the purchase of the buildings; (ii) We received and accepted your application for insurance cover on the buildings prior to the date of the loss or damage. (b) If you contract to sell the buildings, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this policy between exchange of contracts and completion of the sale provided that: (i) The purchaser completes the purchase; (ii) The buildings are not otherwise insured.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • That would be insured under any other policy in the absence of this cover; • That the seller is responsible for making good; • Occurring while the buildings are in the course of construction or undergoing demolition, structural alterations or structural repairs; • Occurring while the buildings is not fit for normal living purposes; • Occurring more than 90 days prior to completion of the purchase of the buildings. • The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|---|---|
| <p>17. Additional costs. If the following costs are incurred with our consent in making good the insured loss or damage, we will pay for:</p> <ul style="list-style-type: none"> (a) Architects', surveyors', consulting engineers' and legal fees; (b) The cost of clearing the site and making safe the damaged parts of the buildings; (c) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law; (d) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire; <p>Up to the sums insured as stated in the schedule.</p> | <ul style="list-style-type: none"> • Fees incurred in the preparation of a claim; • The cost of stabilising the site; • The cost of removing trees other than as is necessary to enable repairs to be carried out; • Costs arising from a notice served prior to the date of the loss or damage. • The excess for each and every claim as shown on your policy schedule; |
| <p>18. Tracing and accessing leaks inside the home. The insurance provided by paragraphs 7 and 9 of this section also covers the costs involved in tracing the source of the escape of water or leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them), inside the home where this occurs in the course of these investigations. Cover is subject to the exclusions and excess that apply to paragraphs 7 and 9.</p> | <ul style="list-style-type: none"> • Any amount over GBP 5,000 for any one event, or more than GBP 25,000 for any single period of insurance. • The excess for each and every claim as shown on your policy schedule; |
| <p>19. Emergency access. We will pay for damage to the buildings caused by fire, ambulance or police services if they have to make a forced entry to your home as a result of an emergency.</p> | <ul style="list-style-type: none"> • Any amount over GBP 1,000 for any one event. • The excess for each and every claim as shown on your policy schedule; |
| <p>20. Loss or theft of keys. If keys to your home are lost or stolen, we will pay for the replacement and installation of door locks for any external doors of your home.</p> | <ul style="list-style-type: none"> • Loss or damage that is otherwise insured. • Any amount over GBP 750. • The excess for each and every claim as shown on your policy schedule; |

Section 1 - Buildings Optional Extensions

The following cover applies only if the **schedule** shows that it is included.

| What is insured | What is not insured |
|--|--|
| <p>21. Accidental damage to the Buildings</p> | <ul style="list-style-type: none"> • For damage or any proportion of damage which we specifically exclude elsewhere under section one; • For the buildings moving, settling, shrinking, collapsing or cracking; • For damage while the home is being altered, repaired, cleaned, maintained or extended; • For damage to outbuildings and garages which are not of standard construction; • For damage while the home is lent, let or sublet; • For the cost of general maintenance; • For damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost; • For damage caused by faulty or unsuitable materials or design or poor, workmanship; • For damage from mechanical or electrical faults or breakdown; • For damage caused by dryness, dampness, extremes of temperature or exposure to light; • For damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks; • For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination; • The first GBP 100 of each and every claim. |

Section 1 - Buildings Conditions

Conditions that apply to section one (**buildings**) only.

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage;
 - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form;
 - the damage has been repaired or loss has been reinstated.
 If the **buildings** were not in a good state of repair **we** may deduct an amount from **your** claim.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**.

Section 2 - Contents

The following cover applies only if the **schedule** shows that it is included.

| What is insured | What is not insured |
|--|--|
| 1. Fire, smoke, explosion, lightning or earthquake. | <ul style="list-style-type: none"> Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is accidental damage and you have cover under Accidental Damage - Extension 28 this would be insured subject to the exceptions applicable to that paragraph). The excess for each and every claim as shown on your policy schedule; |
| 2. Riot, civil commotion, strikes or labour disturbances. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 3. Malicious acts or vandalism. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your domestic staff, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; |
| 4. Storm or flood. | <ul style="list-style-type: none"> Loss or damage caused by underground water. The excess for each and every claim as shown on your policy schedule; |
| 5. Subsidence or heave of the site on which your home stands or landslip . | <ul style="list-style-type: none"> For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event; For loss or damage caused by faulty or unsuitable materials or design or poor workmanship; For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law; For loss or damage whilst the buildings are undergoing any structural repairs, alterations, extensions or demolition; For loss or damage caused by coastal or river bank erosion. The excess for each and every claim as shown on your policy schedule; |
| 6. Theft or attempted theft. | <ul style="list-style-type: none"> Money and pedal cycles unless force and violence is used to gain entry to your home; Any loss or damage if your home or any part of it is let or lent, unless force and violence is used to gain entry to your home; Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your domestic staff, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|--|---|
| 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation. | <ul style="list-style-type: none"> • Loss or damage occurring during a period of unoccupancy; • Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your home. (If it is accidental damage and you have cover under Accidental Damage - Extension 28, this would be insured subject to the exceptions and excess applicable to that paragraph); • Loss or damage caused by the failure, or lack of, grout and/or sealant in your home; • Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies. • The excess for each and every claim as shown on your policy schedule; |
| 8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal. | <ul style="list-style-type: none"> • Loss or damage caused by domestic pets. • The excess for each and every claim as shown on your policy schedule; |
| 9. Leakage of oil from any fixed oil fired heating installation. | <ul style="list-style-type: none"> • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| 10. Falling trees and branches. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |
| 11. Falling television and radio receiving aerials, aerial fittings or masts. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |
| 12. Accidental damage to business equipment , televisions and their aerials, digital receivers, radios, computers and related equipment, and other audio and video equipment. | <ul style="list-style-type: none"> • Damage to items designed and intended to be portable (such as laptops and mobile phones), or to hand held computer equipment and games; • Electronic failure; • Computer virus; • Wear and tear; • Electrical or mechanical breakdown. • Damage caused in the process of cleaning, maintenance, repair or dismantling; • Damage to records, cassettes, discs or other data storage devices. • The excess for each and every claim as shown on your policy schedule; |
| 13. Accidental breakage of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |

Section 2 - Contents Extensions

| What is insured | What is not insured |
|---|---|
| <p>14. Alternative accommodation. During the period your home is made uninhabitable following loss or damage to the contents by any insured event covered under this section which results in an admitted claim, we will pay for the cost of comparable alternative accommodation, including for any domestic pets permanently living with you.</p> | <ul style="list-style-type: none"> • Any amount over 20% of the contents sum insured; • Rent and other costs and expenses which you would have paid but for the damage will be deducted from any payment made. • The excess for each and every claim as shown on your policy schedule; |
| <p>15. Loss or damage to contents during household removal by professional removal contractors. The contents are insured against accidental loss or damage while in transit between your home and your new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. We will also cover temporary storage by professional removal contractors for up to three days.</p> | <ul style="list-style-type: none"> • Loss of or damage to china, glass, earthenware and other items of a brittle nature, unless they have been packed by professional packers; • Loss of money. • The excess for each and every claim as shown on your policy schedule; |
| <p>16. Your liability as a tenant. We will cover you against your legal liability as a tenant for:</p> <p>(a) Loss, damage or breakage to your home and to landlord's fixtures and fittings from any insured event described in paragraphs 4, 6, 7, 9, 11, 12, and 13 of section 1 of this policy, subject to the exceptions and excess applicable to that paragraph;</p> <p>(b) Damage to internal decorations caused by fire or smoke.</p> | <ul style="list-style-type: none"> • Any amount over GBP 5,000 or 10% of the sum insured recorded against contents on your policy schedule, whichever is higher. • The excess for each and every claim as shown on your policy schedule; |
| <p>17. (a) Contents temporarily removed from your home for up to 90 consecutive days. Provided that it is your intention to return the item(s) to your home, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to contents:</p> | <p>Under part a)</p> <ul style="list-style-type: none"> • no more than GBP 7,000 or 15% of the sum insured recorded against contents on your policy schedule, whichever is higher; • No more GBP 1,000 for a single article, pair or set; • Loss or damage to pedal cycles; • Loss or damage to any item that has never been in your home; • Loss or damage to any item that has been away from your home for more than 90 consecutive days at the time of the event that caused the loss or damage; • Loss or damage that would be insured under any other policy in the absence of this cover. • The excess for each and every claim as shown on your policy schedule; |
| <p>i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where you are living (other than while attending full time education) or employed.</p> | <p>i)</p> <ul style="list-style-type: none"> • Theft of money unless force and violence is used to gain entry. • The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|---|--|
| <p>ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> | <p>ii) Loss or damage:</p> <ul style="list-style-type: none"> • Due to storm or flood; • Due to theft or attempted theft unless the contents are: <ul style="list-style-type: none"> – in a building or caravan and force and violence is used to gain entry or – in transit to or from a bank or safe deposit; • Caused by theft of money unless the theft is from a building or caravan where force and violence is used to gain entry; • Occurring within the boundaries of the land belonging to your home. • The excess for each and every claim as shown on your policy schedule; |
| <p>17. b) Contents temporarily removed from your home while attending full time education. Provided that it is your intention to return the item(s) to your home, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to contents in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where you are living.</p> | <p>Under part b)</p> <ul style="list-style-type: none"> • any amount over GBP 5,000 in total and any amount over GBP 1,000 for a single article, pair or set; • Loss or damage: <ul style="list-style-type: none"> – To pedal cycles – To any item(s) that has never been in your home – That would be insured under any other policy in the absence of this cover – Due to theft unless force and violence is used to gain entry to the building – While the contents are being worn, moved or carried. • The excess for each and every claim as shown on your policy schedule; |
| <p>18. Contents in the garden. The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to contents outside the home but within the boundaries of the land belonging to your home.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,500; • Loss or damage caused by storm or flood; • Loss or damage to pedal cycles; • Theft of money; • Theft or attempted theft from any unattended vehicle; • Loss or damage to valuables; • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>19. Loss or theft of keys. If keys to your home are lost or stolen, we will pay for the replacement and installation of door locks for any external doors of your home.</p> | <ul style="list-style-type: none"> • Any amount over GBP 750. • The excess for each and every claim as shown on your policy schedule; |
| <p>20. Personal assault. We will pay you or your personal representatives GBP 5,000 if you die within 60 days as a direct result of injuries received in your home caused by thieves.</p> | <ul style="list-style-type: none"> • Theft of money held or used for business purposes. • The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|--|--|
| <p>21. Freezer contents. We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at your home made unfit for human consumption due to:</p> <p>(a) A rise or fall in temperature; (b) Contamination by refrigerant or refrigerant fumes.</p> | <ul style="list-style-type: none"> • Any amount over GBP 250; • Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old; • Loss of or damage to food held or used for business purposes; • Loss or damage due to the power supply authority deliberately cutting or reducing the supply to your home. • The excess for each and every claim as shown on your policy schedule; |
| <p>22. Oil and metered water. We will pay for loss of oil or metered water following accidental damage to your domestic water or heating installations.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,000; • Loss occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>23. Special events. For one month before and one month after a special event or religious festival where the value of contents owned by you is increased due to purchases related to the special event or religious festival, the contents sum insured recorded on your policy schedule is increased by 10%.</p> | <ul style="list-style-type: none"> • Any amount over 10% of the sum insured recorded against contents on your policy. • The excess for each and every claim as shown on your policy schedule; |
| <p>24. New purchases. The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, pair or set of valuables that you have not previously told us about, up to a maximum of GBP 2,500 occurring within 30 days of purchase.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,500; • Loss or damage to articles for which you do not have proof of the date of purchase. • The excess for each and every claim as shown on your policy schedule; |
| <p>25. Reinstatement of documents. We will pay the cost of preparing new title deeds to your home, bonds or securities if they are lost or damaged by any insured events described in paragraphs 1 to 11 and (if applicable) Accidental Damage - extension 28 of section 2 of this policy while in your home or while kept in your bank, building society or solicitor's office.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,500; • Negotiable bonds or securities. • The excess for each and every claim as shown on your policy schedule; |
| <p>26. Plants in the garden. The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of plants outside the home but within the boundaries of the land belonging to your home.</p> | <ul style="list-style-type: none"> • Any amount over GBP 1,000. • The excess for each and every claim as shown on your policy schedule; |
| <p>27. Visitors' personal effects. The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to your visitors' clothing and personal belongings whilst in your home.</p> | <ul style="list-style-type: none"> • Any amount over GBP 300 • Loss or damage that would be insured under any other policy in the absence of this cover. • Money, credit cards, securities and documents. • Vehicles, pedal cycles, other means of transport, caravans, trailers, aircraft, hovercraft, boats or their parts or accessories. • Property held or used for business or trade. • The excess for each and every claim as shown on your policy schedule; |

Section 2 – Contents - Optional Extensions

The following will only be covered if it shows **accidental damage** is applicable on **your schedule**.

| What is insured | What is not insured |
|-------------------------------------|--|
| <p>28. Accidental damage</p> | <ul style="list-style-type: none"> • For damage or any proportion of damage which we specifically exclude elsewhere under section two; • For loss or damage to contents within garages and outbuildings; • For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; • For damage caused by chewing, tearing, scratching or fouling by animals; • Any amount over GBP 5,000 in total for porcelain, china, glass and other brittle articles; • For loss or damage to money, credit cards, documents or stamps; • For loss or damage to contact, corneal or micro corneal lenses; • For loss or damage while the home is lent, let or sub let; • For damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost; • For damage caused by faulty design or unsuitable materials specification, workmanship; • For damage from mechanical or electrical faults or breakdown; • For damage caused by dryness, dampness, extremes of temperature and exposure to light; • For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination; • For the first GBP 100 of each and every claim; • For any damage caused by coastal or river bank erosion. |

Section 2 – Contents - Conditions

Conditions that apply to section two (**contents**) only.

Settling claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two.
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - The new article is as close as possible to but not an improvement on the original article when it was new;
 - **You** have paid or **we** have authorised the cost of replacement.The above basis of settlement will not apply to:
 - Clothes and household linen
 - Pedal cycleswhere **we** will take off an amount for depreciation.

If **we** can repair or replace an item but **we** agree to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a **Pair or Set** or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

Section 3 - Personal Possessions In And Away From Home

The following cover applies only if the **schedule** shows that it is included.

| What is insured | What is not insured |
|--|---|
| <p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage. Cover will apply anywhere in the UK'</p> | <ul style="list-style-type: none"> • Damage caused by moth or vermin; • For damage from electrical or mechanical faults or breakdown; • Any amount over GBP 5,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule; • For loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; • For damage to guns caused by rusting or bursting of barrels; • For breakage of any sports equipment whilst in use; • For any loss of or damage to contact, corneal or micro corneal lenses; • For theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision; • The excess for each and every claim as shown on your policy schedule; • For mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule; • Any amount over £1,000 for theft from an unattended motor vehicle or where the unattended motor vehicle is stolen at the same time. We will not pay any amount unless the property was concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs were securely closed and all doors locked; • Any amount over GBP 500 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms. • For loss or damage of pedal cycles left unattended while away from your home unless they are locked to a permanent structure by a shop bought cycle lock or kept in a locked building. • For loss or damage to pedal cycle accessories or spare parts unless the cycle is stolen at the same time. • For loss or damage to the pedal cycle while it is being used for racing, pace making, is let out on hire or is used other than for private purposes. |

Claims settlement under section 3 – Personal Content

How we deal with your claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured value of GBP 2,500 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set;
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.
3. If **we** can repair or replace an item but **we** agree to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers.

Your sum insured

4. If the total value of items covered under this section at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total value of the items **we** will only pay one half of the cost of repair or replacement. However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Section 4 - Legal Liability To The Public

This section applies only if the **Schedule** shows that either the **buildings** are insured under Section 1 or the **contents** are insured under Section 2 of this contract of insurance.

Part A of this section applies in the following way:

- If the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A below.
- If the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A below.
- If the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A below.

Part A below

| We will pay for your legal liability | We will not pay for your legal liability |
|--|--|
| <ul style="list-style-type: none"> • As owner or occupier up to the sums insured stated in the schedule for any amounts you become legally liable to pay as damages for: <ul style="list-style-type: none"> (a) Bodily injury; (b) Damage to property; caused by an accident happening at the premises during the period of insurance. • As a private individual for any amounts you become legally liable to pay as damages for: <ul style="list-style-type: none"> (a) Bodily injury; (b) Damage to property; caused by an accident happening anywhere in the world during the period of insurance | <ul style="list-style-type: none"> • For bodily injury to: <ul style="list-style-type: none"> (a) You (b) Any other permanent member of the home (c) Any person who at the time of sustaining such injury is engaged in your service; • For bodily injury arising in connection with any communicable disease or condition; • Arising out of any criminal or violent act to another person or property; • For damage to property owned by or in the charge or control of: <ul style="list-style-type: none"> (a) You (b) Any other permanent member of the home (c) Any person engaged in your service • In Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the period of insurance; • Arising in connection with any profession, occupation, business or employment; • Which you have assumed under contract and which would not otherwise have attached; • Arising out of your ownership, possession or use of: <ul style="list-style-type: none"> (a) Any motorised or horse drawn vehicle other than <ul style="list-style-type: none"> (i) Domestic gardening equipment used within the premises and (ii) Domestic pedestrian controlled gardening equipment; (b) Any power-operated lift other than stairlifts; (c) Any aircraft (including drones) or watercraft other than manually operated rowing boats, punts or canoes (Exclusions continued over the page); |

| We will pay for your legal liability: | We will not pay for your legal liability |
|---------------------------------------|---|
| | <p>(d) Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation;</p> <ul style="list-style-type: none"> • In respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> (a) Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the Schedule; (b) Reported to us not later than thirty (30) days from the end of the period of insurance; <p>In which case all such pollution and/or contamination arising out of such accident will be deemed to have happened at the time of such accident;</p> <ul style="list-style-type: none"> • Arising out of your ownership, occupation, possession or use of any land or building that is not within the premises; • If you are entitled to payment under any other insurance, until such insurance(s) is exhausted. |

Part B

| We will pay for | We will not pay for |
|--|---|
| <p>Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ii) of this section would have paid you had the award been made against you rather than to you; • There is no appeal pending; • You agree to allow us to enforce any right which we will become entitled to upon making payment. | <p>For any amount in excess of GBP 250,000.</p> |

Part C

| We will pay for | We will not pay for |
|--|---|
| <p>Any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p> | <ul style="list-style-type: none"> • For the cost of repairing any fault or alleged fault. |

Limit of insurance

We will not pay

- In respect of pollution and/or contamination: more than GBP 2,000,000 in all;
- In respect of other liability covered under section four:
 - more than GBP 2,000,000 in all for Part A and C, and GBP 250,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 5 - Legal Liability To Domestic Staff

This section applies only if **your Schedule** shows employer's liability is covered.

| We will pay for your legal liability | We will not pay for your legal liability |
|---|--|
| <p>For amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule.</p> | <p>For bodily injury arising</p> <ul style="list-style-type: none"> • In connection with the use of any vehicle outside the premises; • In connection with any vehicle used for racing, pacemaking or speed testing; • In connection with any communicable disease or condition; • In Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance; • From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation. |

Limit of insurance

We will not pay more than GBP 5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Endorsements, Special Terms and Conditions

The following clauses apply only if they are mentioned in the **Schedule**.

1. Alarm Clause

This insurance does not cover theft when **you** have left the **premises** without an authorised occupant, or at night unless:

- a) At all such times the intruder alarm has been put into full and effective operation;
- b) The intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

2. Subsidence, Heave or Landslip Exclusion Clause

Subsidence or **heave** of the site upon which the **buildings** stand or **landslip** is not covered by this insurance.

3. Flood Exclusion Clause

Buildings standard cover and **contents** standard cover of this insurance do not cover loss or damage caused by flood, other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in Section 1 - **buildings** standard cover, and Section 2 - **contents** standard cover respectively.

4. Contractors Exclusion Clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

5. Mortgage Interest Clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home**, provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

6. FLEEA Clause

It is hereby famous and agreed that the **premises** insured hereunder are covered against loss or damage directly caused by the perils of fire, lightning, explosion, earthquake and aircraft only.

In addition, the following Sections are deleted:

Section 3 - Personal Possessions In and Away From Home

Section 4 - Legal Liability To the Public, cover for Personal Liability and Part B are deleted.

7. Minimum Security Clause

This insurance does not cover theft from the private dwelling of the **home**, unless the undernoted minimum protections are fitted:

- External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621);
- Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections;
- Windows: key operated security locks to all ground floor and other accessible windows.

8. Musical Instrument Clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

9. Flat Roof Clause

It is a warranty of this **policy** that the flat roof has been inspected and repaired, where necessary, no earlier than 24 months prior to inception. It is further warranted that future inspections and repair, renovation and replacement, where necessary, will take place at no greater than five year intervals with full records of inspections and works retained for **our** inspection. This warranty is precedent to any liability for claims relating to the flat roof.

10. Monthly Payment Clause

It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **your** paying the premium for each month's cover. **We** will normally only review **your** premium once per annum.

11. Security (Secured to prevent illegal entry)

This insurance does not cover loss or damage caused by illegal entry or exit to the **home** unless the **home** has been secured to prevent illegal entry or exit.

12. Tree Pruning Clause

In accordance with General Conditions: Taking Care of **Your** Property; a Tree Surgeon or similar professional must, triennially, at the insured's expense:

- a) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the property insured;
- b) Prune or pollard any/all trees as appropriate.

Subject otherwise to the terms, exclusions and conditions of the **policy**.

13. Central Heating Clause

You must maintain the property at a constant temperature of 13°C at all times or turn the water supply off and drain the system.

14. Safe Clause

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

15. Keys Clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **home**.

16. Installation Clause

This insurance does not include cover for theft or attempted theft from the **property** unless a NACOSS approved and maintained alarm is fitted to the **home** within 30 days of inception of this insurance.

17. Wind and Waterproof

This insurance does not cover loss or damage caused by storm unless the **home** is wind and weatherproof at all times.

Making Yourself Heard

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact:

RGA Underwriting Limited
27 Great West Road
Brentford
London
TW8 9BW
Tel: 0208 587 1071
E-mail: info@rgau.co.uk

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the insurer AXIS Managing Agency Ltd. Contact details are as follows:

Complaints

AXIS Managing Agency Ltd 21 Lombard Street
London
EC3V 9AH

Tel No: 020 7050 9000

e-mail: complaints@axiscapital.com

You can also contact the Complaints Team at Lloyd's whose address is One Lime Street, London, EC3M 7HA Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: Complaints@lloyds.com, Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

If **your** complaint is in relation to Section 6 of this **policy you** must follow the complaints procedure as detailed on page 42 of this document.

Making a complaint does not affect **your** right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Beaufort House, 15 St. Botolph Street London EC3A 7QU) and on their website: www.fscs.org.uk

Section 6 - Family Legal Expenses Insurance

Your certificate will indicate if this section applies to your policy.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **we** act.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **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.

The insurance covers **advisers' costs** and other costs and expenses 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 in 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 a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more than a 50% 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 independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' 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.

Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be

remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Definitions

Wherever the following words and phrases appear in the Section 4 of this policy they will always have these meanings:

Adviser

Our specialist panel solicitors or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

Advisers' Costs

Reasonable legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

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 own fees.

Conflict of Interest

There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

Data Protection Legislation

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Event**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Excess

The amount that **you** must pay towards the cost of any claim as stated below:

Property Infringement section: £250.

All other sections: Nil.

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Insurer

AmTrust Europe Limited.

Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions

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

The maximum payable in respect of an **insured event** is stated below:

All sections: £50,000

Period of Insurance

One year from the inception or renewal date shown on **your** insurance certificate.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

Territorial Limits

The United Kingdom

We/Us/Our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **Insurer**.

You / Your

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **your family** members normally 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 **your** death.

Vehicle

Any motor **vehicle** or motorcycle owned by **you**.

A Cover

The insured is only covered for the specific section of cover as operative in the insurance certificate.

Consumer Pursuit

| What is insured | What is not insured |
|--|---|
| <p>Advisers' costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main home. The contract must have been made after you first purchased this insurance and, in respect of disputes over the purchase of your main home, the purchase must have commenced at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p> | <p>Claims</p> <ul style="list-style-type: none">• Where the amount in dispute is less than £250 plus VAT• Involving a vehicle owned by you or which you are legally responsible for• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority |

Personal Injury

| What is insured | What is not insured |
|--|--|
| <p>Advisers' costs to pursue a legal action for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation directly responsible.</p> <p>If the Legal Action is going to be decided by a court in England or Wales and the damages You 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 fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.</p> | <p>Claims</p> <ul style="list-style-type: none">• Arising from medical or clinical treatment, advice, assistance or care• For stress, psychological or emotional injury• For illness, personal injury or death which is caused gradually or is not caused by a specific event• Involving a vehicle owned or driven by you |

Property Infringement

| What is insured | What is not insured |
|---|--|
| Advisers' costs to pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began. | Claims <ul style="list-style-type: none">In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority |

Property Damage

| What is insured | What is not insured |
|--|---|
| Advisers' costs to pursue a legal action for financial compensation for damages against a person or organisation that causes physical damage to your main home. The damage must have been caused after you first purchased this insurance. | Claims <ul style="list-style-type: none">In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. |

Consumer Defence

| What is insured | What is not insured |
|---|---|
| Advisers' costs to defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of your main home. The contract must have been made after you first purchased this insurance and, in respect of disputes over the sale of your main home, the sale must have commenced at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began. | Claims <ul style="list-style-type: none">Where the amount in dispute is less than £250 plus VATInvolving a vehicle owned by you or which you are legally responsible forIn respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. |

Telephone Helplines

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 "City Landlord Family Legal Expenses".

B General Exclusions

1. There is no cover where:

- The **insured event** began to start or had started before **you** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- **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
- Where **you** have other legal expenses insurance cover

2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- **Advisers' costs** arising from any private prosecution
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action 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:

- Planning law
- Constructing buildings or altering their structure
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **you** owning or living in **your** home
- A manufacturer's warranty or guarantee

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to 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.

C Conditions

1. Cancellation

You may cancel this insurance at any time by writing to **your** insurance advisor providing fourteen days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

We may cancel the insurance by giving fourteen days notice in writing to **you** at the address shown on the certificate, or alternative address provided by **you**. No refund of premium shall be made.

2. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. **You** can complete and submit **your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued 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 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 there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - 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 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 any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs 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.

3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), 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.

4. 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 more than 50% 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 judgement
- c) Being able to achieve an outcome which best serves **your** interests

5. English Law and Language

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

6. Other insurances

If any claim covered under this policy is also covered by another legal expenses 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.

7. Disclosure

If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker, may:

- a) Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known
- d) Proportionately reduce the amount You are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known.

8. Fraud

In the even 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 and keep all premiums paid to Us
- d) Will no longer be liable to You in any regard after the fraudulent act.

9. Change in Law

Cover under this 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.

D 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 **Legal Helpline**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer 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 www.arclegal.co.uk/informationcentre. 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 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 **Legal Helpline**.

Data Protection

Your details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Legislation.

Customer Service

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**, or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email: customerservices@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

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 www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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London, W6 7BA

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