



My Home Elite

Policy

Delivering quality insurance solutions



Important Phone Numbers

Below is a list of important phone numbers that relate to this insurance policy.

Home Insurance Claims

0844 800 4498

This phone number is for registering new claims covered under sections 1, 2 and 3 and is open 24 hours a day, 365 days a year. In all cases, please report claims as soon as possible so that we can take any action necessary.

Please see page 14 for the steps of how to make a claim.

Legal Advice

0844 770 1040

If you want to get confidential advice on any personal legal problem, please phone the legal help line.

This service is provided by 'Arc Legal Assistance' and the advice is free. When you phone, please quote 'Equity Home Legal Helpline' and have your policy number available.

Victim Support

0845 303 0900

Victim Support is the national charity for people affected by crime. Staff and volunteers offer free and confidential information and support at local branches and on Victim Support line.

Equity Cheat Line

0800 032 5470

We have introduced a confidential cheat line service to allow both customers and insurance advisors to report suspicious activities on an Equity insurance claim.

All calls will be handled by our dedicated team which can be contacted free of charge.

Home Emergency

0844 770 1094

If you have an emergency in your home such as a burst pipe or failed central heating, this phone number is for registering claims covered under section 4. You must report any claim as soon as possible providing them with your name, address, postcode and the nature of the problem.

Family Legal Expenses Claims

0844 770 1040

This phone number is for registering new claims under Section 5. You must report any claim as soon as possible using quoting reference: 'Equity Household Legal Helpline'.

Welcome

Thank you for choosing Equity Red Star as your household insurer.

We really appreciate how important it is to have peace of mind when it comes to protecting your home and treasured possessions, so as a valued customer you have access to unmatched quality of service and product knowledge.

Please take time to read this policy booklet to make sure you're completely satisfied and understand your cover. It includes useful telephone numbers should you need to make a claim or notify us if your circumstances change.

We've listed some 'helpful hints' on how to keep your home and belongings safe and secure, and if you need further information or clarification on any aspect of your policy, please don't hesitate to contact your insurance advisor.

Regards

A handwritten signature in black ink, appearing to read 'Mark Bacon', with a stylized flourish at the end.

Mark Bacon
Active Underwriter

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Anti-Fraud and Credit Checks

We will conduct anti-fraud and credit checks using various databases such as CIFAS, CUE and Hunter at any stage of your period of insurance to confirm that all information provided to us by you is correct.

- ▶ If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- ▶ Law enforcement agencies may access and use this information.
- ▶ We and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance
 - Checking details of job applicants and employees
 - Please contact us at www.equityredstar.co.uk if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

In order to protect our policyholders we are members of the Insurance Fraud bureau (IFB). If you suspect insurance fraud is being committed you can call them on their confidential cheatline 0800 422 0421.

Data Protection Notice

It is a condition of this policy that you read and accept the terms of this data protection notice. You should show this notice to anyone covered by this policy.

The details you have provided will be processed in accordance with the Data Protection Act 1998 and other applicable laws. We share data with approved organisations for underwriting and fraud prevention purposes. Your data may also be processed outside of the European area. In all instances we ensure an adequate level of protection is given to your information.

In order to assess the terms of an insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act 1998 defines as sensitive (such as medical data or criminal convictions).

In order to process your information for the purposes of providing insurance and claims handling it may be necessary to pass your information to carefully selected third parties and other Group companies.

Where we provide the premium credit facility we may share your information with credit reference agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors.

If you have any queries, please contact the Company Secretariat at:

Equity Insurance Group Limited,
Library House,
New Road,
Brentwood,
Essex,
CM14 4GD.

Helpful Hints

We recommend that you take simple precautions for your own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

Fire Prevention

Do

- ▶ Test your smoke alarms regularly.
- ▶ Check your electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits.
- ▶ Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if you are in doubt.
- ▶ Always unplug non-essential appliances before you leave the home or before you go to bed at night especially electric blankets.
- ▶ Be careful with cigarette ends, ashtrays and hot irons.
- ▶ Install suitable fire extinguishers. You should put one in the kitchen.
- ▶ Make sure that all open fires are correctly guarded – even if they appear to be out – especially at night.
- ▶ Have your chimneys swept and flues regularly checked, at least once a year (if you use open fires).
- ▶ Put out candles before you leave the room, make sure they have secure holders and are not near any flammable material or surface such as curtains.

Don't

- ▶ Smoke in bed.
- ▶ Move or fill oil heaters when they are alight.
- ▶ Let children play with matches or fire.
- ▶ Leave a pan of fat unattended on the cooker.
- ▶ Leave children unattended in an active kitchen.
- ▶ Overload electrical sockets.

In the event of a fire, plan an escape route for your family, keeping all window and door keys in easy access. Do not attempt to gather contents.

If you would like more information about fire, its effects and prevention go to <http://firekills.direct.gov.uk>.

Water Damage

It is important that you insulate all pipes in your home especially the pipes in the loft as these are vulnerable to the cold air especially in winter months.

If you are going on holiday or the home is going to be unoccupied between the period of October to March it is important that you maintain a temperature of a minimum of 15°C throughout the home, because the pipes in your loft are particularly vulnerable we recommend that you keep your loft hatch open to allow the warm air to reach the pipes and reduce the possibility of the pipes and tank freezing. If you want to leave your heating off then you will need to drain your whole central heating system and switch off the water supply at the mains.

If, despite your precautions, your pipes freeze, turn the main supply off by the stopcock and thaw them out slowly using hot-water bottles or hairdryers. Never use a blowlamp or warm-air paint stripper guns. Turn the tap on where you believe the frozen pipe is to allow the melted water to drain from the system.

If the pipe has burst you should turn off your water immediately, avoid using any electricity in the area of damage and remove any contents away from the leak to prevent further damage.

Maintenance

As a condition of your policy you must take all reasonable care to prevent bodily injury, loss, damage or accidents to your property, and maintain the home and your belongings in a good state of repair.

We recommend that you;

- ▶ Have your gutters cleaned at least once a year.
- ▶ Check any flat or felted roof for wear and tear.
- ▶ Have a gas check once a year. A Gas Safe registered engineer should check that your boiler, radiators and gas appliances are safe and working properly.
- ▶ Maintain existing trees near the buildings to their recommended height and canopy.
- ▶ Avoid planting new trees or bushes near to the buildings as the roots could damage the foundations.
- ▶ Check your roof for missing or loose tiles.
- ▶ You need to check your loft regularly for squirrel and wasp nests or evidence of other vermin.
- ▶ Paint or varnish any exposed woodwork to avoid ingress of water and rot.

It is also recommended where necessary that you hire a qualified contractor and not conduct the investigation yourself.

Meeting Our Security Requirements

It is a condition of cover under this policy that the home is fitted with security protection and the following details explain what protections are needed.

Doors, Windows, Glass and Alarms are key components and only together form part of a complete security package.

What Window locks do I need?

We require that all window locks meet the British Standard 7950. All opening sections of basement, ground floor or easily accessible windows (windows that can be accessed without the use of a ladder) should be fitted with adequate and efficient key-operated locks. Louvre Windows are not acceptable to us due to their vulnerability. Below are the common lock types available.

- ▶ **Casement locks** require a key and are well-suited to all kinds of windows.
- ▶ **Fasten locks** that can secure two windows together.
- ▶ **Fanlight locks** use a metal bolt and arm to control the opening and closing of the window.

What Door locks do I need?

The doors to your home are primary routes of access. It is important that the security locks on the doors to your home meet the British Standard 3621. Below we have outlined some locking systems that are required and are acceptable to us.

- ▶ **Five-Lever Mortice Deadlock**
This type of lock offers a high-quality protection. It uses a key to operate a single deadbolt. This lock is embedded into the door for extra strength. Most have anti pick devices built-in to prevent lock picking.
- ▶ **Multi point locking system**
This type of system uses a latch that hooks or a mushroom shape bolt that secures into the doorframe at either three or five points which makes the door more secure against burglars. This locking system is generally installed inside UPVC doors. It is common on patio doors but is only fully effective with the correct glass.
- ▶ **Mortice deadlock**
This type of lock operates similarly to the Five-Lever Mortice Deadlock although it is not as secure. Embedded into the door the key-operates on both sides. Ideal for any outbuildings, but not for the main structure of the home, you should not confuse a standard mortice deadlock with a Five Lever Mortice Deadlock as it may affect your policy.
- ▶ **Runner locks**
This is a simple design that is very effective. This type of locking system is ideal for sliding patio doors as the lock is set into the doors runners preventing the door from sliding open.
- ▶ **Mortice bolts**
Ideal for French and patio doors this is a simple mechanism that provides additional security. They should not be relied on solely to secure your door. The lock is mounted usually at the top or bottom of the door and locks into the frame.
- ▶ **Rim deadlock**
This locking system is similar to the mortice deadlock, the main difference is that the locking mechanism is fitted to the inside surface of the door.

'Alarms are undoubtedly the most effective deterrent against burglary.' – **Met Police**

What Alarm do I need?

Alarms are the best prevention against a potential theft at the home, especially if the alarm is on show. To establish the best security we require that your Remote Signalling, Audible only or Hybrid alarm is under an annual contract and should be installed and maintained by a registered member of one of the following:

- ▶ **National Security Inspectorate (NSI)**
- ▶ **Security Systems and Alarms Inspection Board (SSAIB)**

Additional Recommended Security

'Most burglaries tend to be opportunistic rather than planned. If your home does not look secure, looks unoccupied, or provides concealed access, it could be at risk.' – **Met Police**

Types of Glass

'75% of thieves gain entry to a home by forcing a window, vent or breaking the glass' – **Home Office**

Single glazed

This is extremely vulnerable to attack as it is a single pane of glass that can be easily smashed. All window glass secured with beading should be glued rather than pinned.

Double glazed

Windows or patio doors to the rear of the property are at higher risk of attack so security is extremely important. Double glazing generally in all homes today meets British Standard 7412. This standard of glass is very difficult to break and if it does break, it breaks loudly. This type of glazing is recommended by us.

Georgian wired

This glass is a fire safety glass not a security glass. It may appear tough, but it will easily break. Glass in wooden windows should be bonded to the frame use a glazing mastic as it is far tougher than putty.

Garden Protection

Generally your garden will contain valued possessions that would be appealing to a burglar. The garden will also have equipment that could help a burglar break into your home. It is important to protect the area around your home. As well as having security attached to the home, the plants in your garden will act as a theft deterrent. Barriers of prickly hedges or installing a 6 feet fence around your home are two of the best ways of keeping thieves out. A security fence is only effective if accompanied by a locked gate.

Security Lighting

Motion sensor security lighting is most effective at night. A thief would want to work under the cover of darkness. A light will illuminate the garden 'or driveway' drawing attention to that particular vicinity, especially in a neighbourhood watch area.

Bogus Callers

Not all thefts from the home are a result of forced entry. Some burglars will con their way into your home by acting as officials from a utility companies or councils for instance. They will sound believable and act the part. The only way to ensure the caller is who they say they are is by asking to see proof of identification and for a contact telephone number for the company they are claiming to represent. You should contact the company to confirm if this person has been sent on their behalf.

Also beware of callers who attempt to distract you by claiming that they have seen something interesting or problematic in your rear garden or somewhere which may encourage you to leave your home; they may have an accomplice waiting for this distraction so they can enter the home unnoticed. If you are still worried call the police.

Safeguard your Personal Belongings

When you are away from the home with your valued belongings it is important to remain vigilant. Below are most common areas where you should be on your guard because of an increased risk of theft:

- ▶ tube stations
- ▶ cash machines
- ▶ car parks
- ▶ bus stations
- ▶ overcrowded areas, especially at rush hour.

We recommend that you:

- ▶ Never leave belongings including mobile phones unattended in public places e.g. pubs or restaurants.
- ▶ Be discreet with your belongings. Displaying expensive jewellery or electronic devices, like mobile phones or cameras, could attract unwanted attention.

When you go away on holiday

- ▶ Tell a trusted neighbour or your local Neighbourhood Watch about your holiday.
- ▶ Stop newspaper and milk deliveries.
- ▶ Do not advertise your absence; leave a light on, on a timer, in a room other than the hall when you are out in the evening or overnight.
- ▶ Place any small high risk items which are not being carried or worn with a bank or other suitable deposit.
- ▶ Make certain that all doors and windows are closed and locked. If you have an alarm, make sure this is switched on.
- ▶ Leave your key with a trusted neighbour and ask them to look in and inspect the home occasionally.

If you doubt the effectiveness of your existing door or window locks or bolts, please see the Security Recommendations section.

For further advice talk to your crime prevention officer at your local police station, a member of the British Locksmiths Association or visit: www.homeoffice.gov.uk.

Property Marking

Traditionally etching/punching your postcode and house number or name/company name on belongings can be very effective but often not practical. Electronic marking is an effective and practical way of marking your belongings especially mobile phones and pedal cycles. For more information visit www.immobilise.com.

The contract of insurance

This policy, the **schedule** and any endorsements set out what is and what is not covered, together with the **sum insured** and any special terms that may apply. They form the contract of insurance between **you** and **us** and should be read together. Please read them carefully to make sure they provide the cover **you** need. **You** should keep them in a safe place. **You** may need them if **you** have to make a claim. This policy is based on the information **you** gave when **you** applied for the insurance and **your** agreement to pay for it. **You** must tell **us** about any changes in this information as soon as possible, otherwise **you** may not be covered.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

The Contracts (Right of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Signed for and on behalf of EQUITY RED STAR



Mark Bacon
Active Underwriter

Definitions - Sections one, two and three

The following words or phrases have the same meaning whenever they appear in Sections One, Two and Three in this policy booklet. These words are in **bold**.

Sections Four and Five have their own definitions.

- **Accidental damage:** Single and sudden unexpected event resulting in physical damage.
- **Buildings:** The main structure of the **home**, and the following belonging to the **home** all on the same land and used for domestic purposes:
 - ▶ permanent **fixtures and fittings, outbuildings**, spas & jacuzzis, terraces, sunken swimming pools, hard tennis courts, drives, paths, patios, walls, gates, fences and permanently fixed ornaments in the garden.

Buildings do not include aerials, satellite receivers and masts.

The main structure must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. No more than 30% of the roof area may be flat or covered with felt.

- **Business equipment:** Office furniture, computers, keyboards, monitors, printers, desktop publishing units, computer aided design equipment, fax machines, photocopiers, telecommunications equipment and stationery in the **home** which are used for **your** business, trade or profession (other than equipment belonging to **your** employer).

- **Contents:**
 - ▶ Household goods and **personal belongings**;
 - ▶ **money & credit cards** up to £1,000 in total;
 - ▶ **high risk items** - in total up to 35% of the **sum insured** for **contents**; and - £10,000 in respect of any one item, pair or set, except for **portable entertainment equipment** where the total is £1,000.
 - ▶ free-standing hot tubs, jacuzzis, swimming pools or spas up to £10,000;
 - ▶ free-standing wind turbines and solar panels up to £10,000;
 - ▶ **business equipment** up to £10,000;
 - ▶ pedal cycles up to £1,000 per cycle or £2,500 in total;
 - ▶ heating oil up to £2,500;
 - ▶ stair lifts;
 - ▶ resident domestic staff, au-pairs and guests' **personal belongings** up to £2,500 in total;
 - ▶ carpets;
 - ▶ tenants' **fixtures and fittings**;
 - ▶ radio or television aerials, satellite receivers and masts fixed to or in the **home**;
 - ▶ **downloaded electronic information** up to £1,000;

which **you** or a member of **your family** own or are legally responsible for.

Contents also include interior decorations that belong to **you** if **you** are the tenant or if **you** are the owner but not responsible for insuring the building.

Contents do not include:

- ▶ any property which is more specifically insured by this or other insurance;
- ▶ any living creature;
- ▶ trees, shrubs and plants (except as provided by paragraph 32 of Section two);
- ▶ laminate and vinyl flooring;
- ▶ landlord's **fixtures and fittings**;
- ▶ motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

- **Downloaded electronic information:** Non recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate website, which **you** or a member of **your family** have bought and hold a valid receipt for.
- **Endorsement:** A variation to the cover, terms and conditions of this insurance, which is shown on **your schedule**.
- **Excess:** The amount **you** must pay towards each claim. If a claim resulting from the same incident is made under more than one section of this policy, **we** will deduct the higher **excess**.
- **Family:** **You, your** domestic partner, children (including adopted and foster children), parents and other relatives who permanently live in the **home**.
- **Fixtures and fittings:**
 - ▶ built-in furniture;
 - ▶ built-in appliances;
 - ▶ fixed glass and **sanitary ware**;
 - ▶ fixed pipes, ducts, wires, cables, tanks, switches, fires, central heating equipment, ground source heating pumps, boilers and storage heaters;
 - ▶ permanently fixed wind turbines and solar panels.
- **Heave:** Upward movement of the ground beneath the **buildings** as a result of the soil expanding.
- **High Risk Items:**
 - ▶ **Portable entertainment equipment;**
 - ▶ video and photographic equipment;
 - ▶ articles of gold, silver, precious metals or stones;
 - ▶ any rare or unusual articles that are collectable;
 - ▶ jewellery or watches;
 - ▶ clocks;
 - ▶ pictures, drawings, sculpture or paintings;
 - ▶ pearls;
 - ▶ guns;
 - ▶ musical instruments that are designed to be carried.
- **Home:** The main structure and **outbuildings** used for domestic purposes only, at the address shown on the **schedule**.
- **Home improvement:** Building works for cosmetic or structural alteration to the **home**, including any refurbishment, renovation, conversion or extension.
- **Landslip:** Downward movement of sloping ground.
- **Money & Credit Cards:**
 - ▶ Current legal tender, cheques, postal or money orders, traveller's cheques, saving certificates and bonds, Premium Bonds, postage stamps not forming part of a collection, gift tokens or luncheon vouchers;
 - ▶ Travel tickets, sports season tickets, phonecards, or mobile phone top-up vouchers (but only for the cost of replacing these for the period from the date **you** lost it to the date the original ticket or voucher runs out), if **you** cannot get a copy;
 - ▶ Credit, cheque, debit and charge cards;which **you** or a member of **your family** own or are legally responsible for and are not used in connection with any business or profession.
- **Outbuildings:** Sheds, garages, greenhouses, summer houses (but not including caravans, mobile homes or motor homes) which are not part of the main structure of the **home** and not designed to be lived in.
- **Pair or Set:** Articles which complement one another or are used together.
- **Period of insurance:** The length of time covered by this policy as shown on the **schedule**.

- **Personal belongings:** Clothing, sporting and camping equipment and other items normally worn or carried, which **you** or a member of **your family** own or are legally responsible for.

Personal belongings do not include:

- ▶ any property which is more specifically insured by this or other insurance;
- ▶ **high risk items;**
- ▶ **money & credit cards;**
- ▶ motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

- **Portable Entertainment Equipment:**

- ▶ computing equipment;
- ▶ electronic communication devices;
- ▶ game consoles;
- ▶ media players;
- ▶ portable music and MP3 players;
- ▶ tablets and e-readers;

that are designed to be portable and can be used away from the **home**.

- **Sanitary Ware:** Sinks, wash basins, bidets, shower trays, baths, lavatory pans and cisterns.
- **Schedule:** The document issued to **you** when cover is taken out outlining the cover provided to **you** under the **period of insurance**. **We** issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change **your** policy cover.
- **Settlement:** Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.
- **Storm:** Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet, prolonged rainfall and weight of snow.
- **Subsidence:** Downward movement of the ground beneath the **buildings** other than by **settlement**.
- **Sum insured:** The amount shown on **your schedule** is the most **we** will pay for any claim under any section (or its extension) unless otherwise stated in this policy booklet or by **endorsement**.
- **Unfurnished:** When the **home** is not sufficiently furnished for normal living purposes for more than 45 days in a row.
- **United Kingdom:** England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **Unoccupied:** Not used or intended to be used to provide overnight accommodation for **you** or anyone who has **your** permission for more than 45 days in a row. Regular visits to the **home**, or occasional overnight stays, will not reinstate this cover unless the **home** has provided overnight accommodation for a minimum of four days in a row.
- **We, us, our:** The insurer named on the policy **schedule** which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.
- **You, your:** The person or people named on the **schedule**.

How to make a claim

The following guidelines are to help **you** if **you** have a loss under this policy.

If **you** need to make a claim under this policy, please follow these steps.

1. Check **your** policy booklet to see which section **you** are covered for.
2. If **you** are a victim of theft, damage or vandalism, or something is lost or damaged away from the **home**, tell the police first and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.

Phone Equity Claims Limited on: 0844 800 4498

Tell them **your** policy number. **You** will find this on **your** policy **schedule**. They will register the claim from the details **you** give them and they will tell **you** what to do next.

This phone number is for registering new claims and is open 24 hours a day, 365 days a year.

If **we** need more information from **you** or **we** appoint an independent specialist to investigate **your** claim, please help the investigation as much as **you** can. This will help **us** to settle **your** claim as quickly as possible.

The independent specialist will give their independent view of the situation. If **you** do not understand their comments, please ask them to explain this, or ask **us**, as confusion may lead to problems later on.

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact **us** or **your** insurance adviser. **We** will answer any questions **you** may have.

Section One: Buildings

The **schedule** will show if this cover applies.

What is covered

Insured events

Loss or damage to the **buildings** occurring during the **period of insurance** caused by the following insured events:

1. Fire and smoke.
2. Earthquake.
3. Explosion.
4. Lightning.
5. Any aircraft or other flying objects, hitting or striking the **buildings**, or anything dropped from them.
6. Riot, civil commotion, strikes and labour or political disturbances.
7. Impact by any vehicle or animal.
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
We will only pay the cost of removing them if they have damaged the **buildings** insured by this section.
9. Falling trees or branches, telegraph poles or lamp posts.
We will only pay the cost of removing them if they have damaged the **buildings** insured by this section.
10. Theft or attempted theft.
11. Malicious acts or vandalism.
12. Flood.

What is not covered

Excess of £150 for all paragraphs shown in this section except paragraphs 13, 14, 17, 18, 19, 24, 25 and 30.

- ▶ Loss or damage caused by pets.
- ▶ Loss or damage:
 - caused by cutting down or trimming trees or branches;
 - to hedges, fences and gates.
- ▶ Loss or damage:
 - caused by **you, your family, your** guests, lodgers, tenants or employees;
 - while the **home** is lent, let, sublet, shared or undergoing **home improvements**, unless someone has used force and violence to get into or out of the **home**;
 - while the **home** is **unfurnished** or **unoccupied**.
- ▶ Loss or damage:
 - caused by **you, your family, your** guests, lodgers, tenants or employees;
 - while the **home** is **unfurnished** or **unoccupied**.
- ▶ Loss or damage caused by:
 - frost;
 - **subsidence, heave** or **landslip**;
 - underground water;
 - water escaping from any fixed heating system or **sanitary ware**.
- ▶ Loss or damage to hedges, fences and gates.

What is covered

13. Escape of water or oil.
- ▶ Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
 - ▶ Oil escaping from any fixed heating installation in the **home**.

We will also pay the costs **you** have to pay to trace where the water or oil is leaking from, including the cost of repairs of walls, floors or ceilings. The most **we** will pay for tracing where the oil or water is leaking from is £7,500.

What is not covered

- ▶ **Excess** of £250.
- ▶ Loss or damage caused by:
 - **subsidence, heave** or **landslip**;
 - faulty workmanship;
 - **home improvements**;
 - chemicals or a chemical reaction;
 - water escaping from guttering, rainwater down pipes, roof valleys and gullies;
 - the failure or lack of grout and/or sealant.
- ▶ Loss or damage:
 - to fixed domestic oil tanks, swimming pools, hot tubs, jacuzzis and spas;
 - to the installation itself;
 - if the installation is outdoors or in an **outbuilding**, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

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

- ▶ **Excess** of £1,000.
- ▶ Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal **settlement**, shrinkage or expansion.
- ▶ Loss or damage to:
 - domestic oil systems, swimming pools, tanks, drains, pipes and cables, hot tubs, jacuzzis, spas, tennis courts, terraces, patios, drives, paths, walls, fences and gates unless the main structure used as the private living accommodation is damaged at the same time and by the same specific source and cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the main structure are damaged at the same time and by the same specific source and cause;
 - the **buildings**, if compensation is provided by law, contract or legislation.

15. **Storm**.

- ▶ Loss or damage caused by:
 - frost;
 - **subsidence, heave** or **landslip**;
 - underground water.
- ▶ Loss or damage to fences and gates.
- ▶ Loss or damage as a result of **home improvements**.

Extra benefits included with buildings

What is covered

16. Accidental breakage of:
- ▶ fixed glass forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
 - ▶ fixed **sanitary ware** and their fittings;
 - ▶ ceramic glass in cooker hobs of built-in units.

17. Loss of rent or costs for alternative accommodation.

- a. While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:
- ▶ rent **you** would have received from an existing tenant if the **home** could have been lived in;
 - ▶ the extra cost of similar alternative accommodation for **you, your family** and **your** pets;
 - ▶ ground rent that **you** have to pay.

The most **we** will pay is 20% of the **buildings sum insured**.

- b. If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:
- ▶ an emergency evacuation;
 - ▶ a neighbouring property being damaged by any loss or damage insured by this section;

we will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets for up to 30 days.

The most **we** will pay is 20% of the **buildings sum insured**.

18. Selling **your home**.

If **you** sell the **home**, from the date **you** exchange contracts **we** will give the buyer the benefit of cover by this section until the sale is completed, unless the buyer has arranged their own insurance. During this period, the buyer must keep to the terms and conditions of this policy.

What is not covered

- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

What is covered

19. Building fees and the cost of removing debris.

After a claim, which is covered by an insured event under this section, **we** will pay the following:

- ▶ the cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**;
- ▶ the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe;
- ▶ the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

The most **we** will pay is 20% of the **buildings sum insured**.

20. **Accidental damage** to underground cables, pipes and tanks.

Accidental damage for which **you** are legally responsible to underground cables, pipes and tanks serving the **home**.

21. Metered water or oil.

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is £2,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

22. Emergency access.

Loss or damage to the **buildings** caused by a member of the emergency services breaking into the **home**:

- ▶ to rescue **you**, a member of **your family**, a guest, a lodger, a tenant or an employee;
- ▶ to deal with a medical emergency; or
- ▶ to prevent damage to the **home**.

The most **we** will pay is £5,000.

What is not covered

- ▶ Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;
 - for making the site stable.

- ▶ Loss or damage:
 - while the **home** is **unfurnished** or **unoccupied**;
 - caused by **home improvements**;
 - caused by **subsidence** or **heave** of the land, or **landslip**;
 - caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material;
 - to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains.
- ▶ The cost of:
 - clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks;
 - repairing the source of the damage unless the cause is covered elsewhere in this policy.

- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

What is covered

23. Replacing locks and keys.

We will pay the cost of replacing keys and replacing and fitting locks to the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is £2,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

24. Moving as a direct result of violent crime.

We will pay for conveyancing costs, estate agents' fees and removal expenses **you** have to pay, if **you** decide to move home as a direct result of a crime involving a serious physical assault against **you** or a member of **your family** by someone who has since been charged with the crime.

Both the crime and **your** decision to move must happen during the **period of insurance**.

The most **we** will pay is £5,000.

If **you** insure the **buildings** and **contents** under this policy and make a claim as a direct result of a serious physical assault, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

25. Home Improvement.

If **you** undertake or employ a professional builder to carry out **home improvement**, **we** will continue to provide cover under this section during the **period of insurance** provided:

- ▶ the total cost of the **home improvement** works does not exceed £30,000, including all fees and VAT;
- ▶ the duration of the **home improvement** work will take no longer than 3 months;
- ▶ **you** have not entered into a JCT contract with the builder;
- ▶ the builder has their own public liability insurance;
- ▶ **you** or **your family** continues to reside at the **home**.

What is not covered

- ▶ Loss or damage:
 - to site materials, tools or plant;
 - resulting from any work which is the subject of a contract which removes or limits **your** legal rights against the builder or contractor;
 - or any liability arising out of the activities of any builder or contractor.
- ▶ The first £500 of any claim arising out of or as a result of the **home improvement** work.

What is covered

26. Disability Modifications.

We will pay for necessary alterations to the **home**, if **you** or a member of **your family** has been permanently physically injured by a sudden and unexpected accident.

Both the alterations and injury must happen during the **period of insurance**.

The most **we** will pay is £10,000.

27. Unauthorised Occupancy.

If squatters move into the **home** or trespassers move on to land belonging to the **home**, **we** will pay:

- ▶ the legal cost of removing the squatters from the **home** or the trespassers from the land;
- ▶ the reasonable extra cost of similar alternative accommodation for **you, your family and your** pets.

The most **we** will pay is £10,000.

28. Removing Nests.

We will pay the cost of removing nests from the main structure of the **home** created by:

- ▶ rats;
- ▶ mice;
- ▶ cockroaches;
- ▶ wasps and bees.

The most **we** will pay is £2,000 in any one **period of insurance**.

If **you** insure the **buildings** and **contents** under this policy and make a claim for the removal of nests, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents cover** for the same incident.

29. Accidental Damage.

What is not covered

- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- ▶ Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, renovating or maintaining the **buildings**;
 - faulty workmanship, design or materials;
 - any water gradually seeping into the **home**.
- ▶ Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet, or is shared, or is caused by **home improvements**.
- ▶ Loss or damage shown under the 'What is not covered' part of:
 - 'Insured events 1 to 15'; and
 - 'Extra benefits included with this section'.

Guidance note

If you own and live in the home insured by this policy, accidents which happen in the buildings or on land are, by law, usually the responsibility of the person who lives in the home or on the land, rather than the person who owns the home.

If you are the owner and occupier of the home, this section does not cover your legal responsibility as the occupier of the home or its land. You will need to arrange contents insurance which gives occupiers cover to make sure you are fully protected.

What is covered

30. Liability as the owner of **your** present and previous **home**.

During the **period of insurance** we will insure **your** or **your family's** legal liability to pay compensation as:

- ▶ current owner, but not as occupier, for accidents happening in and around the **home**;
- ▶ previous owner of any **home** which **you** occupied, for accidents happening in and around that **home**, under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

We will provide this cover if the accident results in:

- ▶ bodily injury to any person other than **you**, a member of **your family** or an employee;
- ▶ loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

Legal liability arising:

- ▶ from occupying the **home**;
- ▶ from any agreement or contract unless **you** would have been legally liable anyway;
- ▶ from criminal acts;
- ▶ as a result of any member of **your family** or an employee being injured;
- ▶ as a result of an assault, alleged assault or a deliberate or malicious act;
- ▶ where **you** are entitled to recover from another source;
- ▶ from the use or possession of lifts (other than a stair lift);
- ▶ from any business or professional use of the **buildings**;
- ▶ from an incident which happens over seven years after this policy ends or the **home** was sold;
- ▶ from the cost of correcting any fault or alleged fault;
- ▶ motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

Settling claims

As long as the loss or damage is covered, **we** will decide whether to pay the cost or part of the cost of repairing or replacing the part of the **buildings** damaged or destroyed or pay for damaged parts, as long as:

- ▶ the **sum insured** is enough to rebuild the **buildings** in a new condition similar in size, form and style;
- ▶ the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately);
- ▶ the **buildings** were in a good state of repair and properly maintained prior to the loss.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- ▶ the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- ▶ the difference between the market value of the **home** immediately before the damage and its value after the damage; or
- ▶ the cost which **we** would incur if **we** replaced the item through **our** network of suppliers.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend **our** acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **we** may reduce **your** no claims bonus, amend **your** invited premium and **our** acceptance criteria.

Maintaining the sum insured

After **we** have settled a claim, **we** will automatically reinstate the **sum insured**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage.

Section Two: Contents

The **schedule** will show if this cover applies.

What is covered

Insured events

Loss or damage to the **contents** while in the **home** occurring during the **period of insurance** caused by the following insured events:

- | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Fire and smoke. |
| 2. | Earthquake. |
| 3. | Explosion. |
| 4. | Lightning. |
| 5. | Any aircraft or other flying objects, hitting or striking the buildings , or anything dropped from them. |
| 6. | Riot, civil commotion, strikes and labour or political disturbances. |
| 7. | Impact by any vehicle or animal. |
| 8. | Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts. |
| 9. | Falling trees or branches, telegraph poles or lamp posts. |
| 10. | Theft or attempted theft.

The most we will pay for each incident of loss or damage
<ul style="list-style-type: none"> ▶ to the contents in any outbuilding at the home is £10,000. ▶ of oil from tanks in the garden at the home is £2,500. |

What is not covered

Excess of £150 For all paragraphs shown in this section, except paragraphs 13, 17, 35 and 38-40.

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. | Impact by any vehicle or animal. | ▶ Loss or damage caused by pets. |
| 9. | Falling trees or branches, telegraph poles or lamp posts. | ▶ Loss or damage caused by cutting down or trimming trees or branches. |
| 10. | Theft or attempted theft.

The most we will pay for each incident of loss or damage
<ul style="list-style-type: none"> ▶ to the contents in any outbuilding at the home is £10,000. ▶ of oil from tanks in the garden at the home is £2,500. | <ul style="list-style-type: none"> ▶ Loss or damage: <ul style="list-style-type: none"> – caused by you, your family, your guests, lodgers, tenants, or employees; – while the home is unfurnished or unoccupied; – while the home is lent, let, sublet, shared or undergoing home improvements unless someone has used force and violence to get into or out of the home; – to high risk items or money & credits cards in any outbuilding. ▶ Loss or damage to ride-on mowers or tractors unless they are stolen from a locked outbuilding following a forced and violent entry and the keys were removed from the lock(s) and ignition. |
| 11. | Malicious acts or vandalism. | <ul style="list-style-type: none"> ▶ Loss or damage: <ul style="list-style-type: none"> – caused by you, your family, your guests, lodgers, tenants or employees; – while the home is unfurnished or unoccupied; – caused by computer viruses. |

What is covered

12. Flood.

13. Escape of water or oil.

- ▶ Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
- ▶ Oil escaping from any fixed heating installation in the **home**.

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

15. **Storm**.

What is not covered

- ▶ Loss or damage caused by:
 - frost;
 - underground water;
 - water escaping from any fixed heating system or **sanitary ware**.
- ▶ Loss or damage to **contents** in the garden at the **home**.

- ▶ **Excess** of £250.
- ▶ Loss or damage caused by:
 - faulty workmanship;
 - **home improvements**;
 - chemicals or a chemical reaction;
 - water escaping from guttering, rainwater down pipes, roof valleys and gullies;
 - failure or lack of grout and/or sealant;
 - water overflowing from **sanitary ware**.
(This can be claimed for under accidental damage paragraph 41, if **you** have selected this cover.)
- ▶ Loss or damage to freestanding, hot tubs, jacuzzis and spas.
- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- ▶ Loss or damage:
 - caused by frost;
 - as a result of **home improvements**;
 - to **contents** in the garden, at the **home**.

Extra benefits included with contents

What is covered

16. Accidental breakage of:
 - ▶ glass tops and fixed glass in furniture;
 - ▶ ceramic glass in cooker hobs;
 - ▶ mirrors.
17. Temporary accommodation.
 - a. While the **home** cannot be lived in as a result of loss or damage covered by an event insured under this section, **we** will pay:
 - ▶ the amount of rent which **you** still have to pay, or would have received from an existing tenant;
 - ▶ the extra cost of similar alternative accommodation for **you, your family** and **your** pets, including the cost of temporary storage for the **contents**.

The most **we** will pay is 20% of the **contents sum insured**.

- b. If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:
 - ▶ an emergency evacuation;
 - ▶ a neighbouring property being damaged by any loss or damage insured by this section;

we will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets for up to 30 days.

The most **we** will pay is 20% of the **contents sum insured**.

What is not covered

- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- ▶ Anything other than the glass.

What is covered

18. Television sets, video and audio equipment and computers.

Accidental damage to:

- ▶ television sets, digital satellite or analogue receivers, radios, audio or video equipment, media players and games consoles and computer equipment in the **home** that are not designed to be portable; and
- ▶ radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

We will also pay the cost of replacing **downloaded electronic information you** had bought and stored on the **home** entertainment equipment following loss or damage caused by insured events 1 to 15 under this section.

The most **we** will pay for **downloaded electronic information** is £1,000.

19. Metered water or oil.

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is £2,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

20. Household removal.

Accidental loss or **accidental damage** to the **contents** while professional removal contractors are moving them from the **home** to a new permanent home within the **United Kingdom**.

What is not covered

- ▶ Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - restoring or dismantling;
 - faulty workmanship, design or materials;
 - information being accidentally erased or distorted.

- ▶ Loss or damage to:
 - records, compact discs, computer disks, cassettes, tapes or DVD's;
 - **high risk items**.

- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- ▶ Loss or damage:
 - caused by cracking, scratching, or breaking of pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
 - to **contents** in storage, except while in a locked removal vehicle overnight, due to necessary stops.

What is covered

21. **Contents** temporarily removed from the **home**.

The **contents** are insured while away from the **home**, within the **United Kingdom** for up to 90 days in any one **period of insurance**, against loss or damage caused by:

- ▶ the cover provided by paragraphs 1 to 9, 11 to 15 of this section;
- ▶ theft or attempted theft from:
 - a bank or safe deposit box;
 - a home or other building where **you** or **your family** are working or temporarily living;
 - any other building if there are visible signs that force and violent means are used to break into, or out of the building.

The most **we** will pay is 20% of the **contents sum insured**, except for **contents** in **outbuildings** when the most **we** will pay is £10,000.

22. **Contents** in the garden.

Loss or damage, covered under paragraphs 1 to 11 and 13 of this section, to **contents** in the garden, but within the boundary of the land belonging to the **home**.

The most **we** will pay is £5,000.

23. Wedding gifts.

For 30 days before and 30 days after the wedding day of **you** or **your family**, **we** will increase the **sum insured** for **contents** at the **home** by £10,000 to cover wedding gifts and extra food and drink.

24. Religious festivals and birthdays or wedding anniversaries.

During December and also for 7 days before and 7 days after **your** religious festival, **we** will increase the **sum insured** for **contents** at the **home** by £10,000 to cover gifts and extra food and drink.

For 7 days before and 7 days after **your** birthday or wedding anniversary, **we** will increase the **sum insured** for **contents** at the **home** by £10,000 to cover gifts and extra food and drink.

What is not covered

- ▶ Loss or damage:
 - to **contents**, which are not in a building, caused by **storm**, flood, theft or vandalism;
 - to **contents** belonging to **you** or a member of **your family** while living in a hall of residence or student accommodation;
 - caused by theft or attempted theft, from an unlocked hotel room, bed and breakfast bedrooms or other similar temporary lodging;
 - during removals;
 - from a caravan, mobile home or motor home; or any item removed from the **home** to sell, display or exhibit.

- ▶ Loss or damage to:
 - **money & credit cards** or **high risk items**;
 - **contents** in or on any motor vehicle, trailer, boat, caravan or mobile home.
- ▶ Loss or damage while the **home** is **unfurnished** or **unoccupied**.

What is covered

25. Replacing locks and keys.

We will pay the cost of replacing keys and replacing and fitting locks on the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is £2,500.

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

26. Freezer contents.

Loss or damage to food or drink in any freezer or refrigerator at the **home** caused by:

- ▶ a change in temperature of the freezer;
- ▶ contamination by the escape of refrigerant or refrigerant fumes.

27. Fatal-injury benefit.

If **you** or a member of **your family** suffer a fatal injury:

- ▶ as a result of fire and smoke in the **home**; or
- ▶ as a result of an assault in the **home**;

we will pay £10,000 for the person who dies, but only if they die within six months of the fire or assault.

28. Reinstatement of Documents.

We will pay the cost of preparing new title deeds to the **home** and any other premises **you** own, bonds or securities after loss or damage covered by paragraphs 1 to 15 of this section, while they are in the **home**, or with **your** solicitors or bank.

The most **we** will pay is £1,000.

29. Tenant's cover.

Loss or damage to:

- ▶ **fixtures and fittings**, greenhouses and sheds **you** fit at the **home** and which **you** are responsible for;
- ▶ the structure, decorations, **fixtures and fittings** of the **home** that **you** are responsible for as a tenant under a tenancy agreement;

against loss or damage covered by paragraphs 1 to 15 of this section.

The most **we** will pay is £5,000.

What is not covered

- ▶ Loss or damage:
 - caused by **your** deliberate act or neglect;
 - caused by the deliberate act of the supply authority or its employees (including strike action); or
 - if **your** gas or electricity supply is cut off because **you** have not paid a bill.

- ▶ Any person under 16 years of age.

What is covered

30. Money & Credit Cards.

- (a) Accidental loss of **money** anywhere in the world belonging to **you** or a member of **your family**.
- (b) Financial loss following fraudulent use of **credit cards** anywhere in the world belonging to **you** or a member of **your family**.

The most **we** will pay is £1,000.

31. Moving as a direct result of violent crime.

We will pay for conveyancing costs, estate agents' fees and removal expenses **you** have to pay, if **you** decide to move home as a direct result of a crime involving a serious physical assault against **you** or a member of **your family** by someone who has since been charged with the crime. Both the crime and **your** decision to move must happen during the **period of insurance**.

The most **we** will pay is £5,000.

If **you** insure the **buildings** and **contents** under this policy and make a claim as a direct result of a serious physical assault, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

32. Garden Cover.

Loss or damage to trees, shrubs, plants and lawns at the **home** if the loss is caused by the insured events 1,3,4,5,6,7,10, 11 or 12 under this section.

The most **we** will pay is £300 for any one tree, shrub or plant or £2,500 in total.

33. Removing Nests.

We will pay the cost of removing nests from the main structure of the **home** created by:

- ▶ rats;
- ▶ mice;
- ▶ cockroaches;
- ▶ wasps and bees.

The most **we** will pay is £2,000 in any one **period of insurance**.

If **you** insure the **buildings** and **contents** under this policy and make a claim for the removal of nests, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

What is not covered

- ▶ Any losses which are not reported to the police within 24 hours of discovering the loss.
- ▶ Loss of value or shortages due to mistakes.
- ▶ Loss or damage to **money & credit cards** held for business, profession or trade purposes.
- ▶ Any loss due to **you** breaking the conditions of using the **credit cards**.
- ▶ Any loss arising from unauthorised use by **you** or anyone living with **you**.

What is covered

34. Student Cover.

The **contents** belonging to a member of **your family** in full time education are covered whilst they are living and studying anywhere within the **United Kingdom** against loss or damage caused by Insured events 1 – 15 of this section.

The most **we** will pay is £1,000 for any one item or £5,000 in total.

35. Jury Service.

We will pay up to £50 each day towards loss of earnings and expenses **you** cannot recover as a result of serving as a juror.

The most **we** will pay in total is £2,000.

36. Nursing or Care Home Cover.

The **contents** belonging to a member of **your family** permanently living in a nursing or residential care home within the **United Kingdom** are covered against loss or damage caused by Insured events 1 – 15 of this section.

The most **we** will pay is £2,500.

37. New purchases.

We will pay to repair or replace new purchases following loss or damage caused by insured events 1 - 15 of this section as long as **you** tell us about these items as soon as possible and, in any case, within 21 days of purchase.

The most **we** will pay is £10,000.

What is not covered

- ▶ Loss or damage:
 - to **money & credit cards, high risk items** excluding **portable entertainment equipment**;
 - caused by theft or attempted theft unless there has been forced and violent entry into or exit from the accommodation.

- ▶ Loss or damage:
 - to **money & credit cards, high risk items**;
 - caused by theft or attempted theft unless there has been forced and violent entry into or exit from the nursing or care home.

Guidance note

If you own and live in the home insured by this policy, accidents which happen in the buildings or on land are, by law, usually the responsibility of the person who lives in the home or on the land, rather than the person who owns the home.

If you are the owner and occupier of the home, this section does not cover your legal responsibility as the occupier of the home or its land. You will need to arrange contents insurance which gives occupiers cover to make sure you are fully protected.

38. Personal & Occupiers Liability.

(a) Personal liability

Your legal liability to pay compensation for:

- ▶ bodily injury to any person other than **you**, a member of **your family** or an employee; or
- ▶ loss or damage to property which **you**, a member of **your family** or **your** employees do not own or have legal responsibility for.

We will provide this cover for accidents which happen during the **period of insurance** and within the **United Kingdom** or during a temporary visit of no more than 60 days elsewhere in the world.

Liability arising:

- ▶ from any agreement or contract unless **you** would have been legally liable anyway;
- ▶ from criminal acts;
- ▶ as a result of any member of **your family** or employee being injured;
- ▶ as a result of an assault, alleged assault or a deliberate or malicious act;
- ▶ from owning any land or buildings including the **home**;
- ▶ where **you** are entitled to recover from another source;
- ▶ from any profession, trade or business;

What is covered

38. The most **we** will pay is £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

(b) Occupiers liability

Your legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

- ▶ bodily injury to any person other than **you**, a member of **your family** or an employee; or
- ▶ loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

39. Accidents to domestic employees.

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the **home**.

The accident must occur during the course of their work and during the **period of insurance**.

The most **we** will pay is £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

40. Unpaid damages.

The unpaid amount of any award **you** get from a court within the **United Kingdom** and which has not been paid to **you** within three months of the date of the award.

We will only provide this cover if:

- ▶ there is not going to be an appeal;
- ▶ the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- ▶ **you** would have been entitled to a payment under the Personal liability part of this section if the award had been made against **you** rather than to **you**;
- ▶ the person who owes the award does not live with **you**.

We may take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this policy.

The most **we** will pay is £100,000, including legal costs.

What is not covered

- ▶ from any infectious disease or condition **you** or a member of **your family** pass on to someone else;
- ▶ from the ownership, custody, control or use of:
 - animals other than domestic pets and horses kept for private hacking only;
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation; or
 - firearms, other than legal guns for sport;
- ▶ from the ownership, custody, control or use of:
 - any power-operated lift;
 - motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

Accidental damage to contents

The **schedule** will show if this cover applies.

What is covered

41. **Accidental damage** to the **contents** while they are in the **home**.

What is not covered

- ▶ **Excess** of £150
- ▶ Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - faulty workmanship, design or materials;
 - information being erased or damaged on computer equipment;
 - **home improvements**;
 - any water gradually seeping into the **home**.
- ▶ Loss or damage to:
 - contact lenses, **money & credit cards**, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use;
 - clothing, food and drink;
 - free-standing hot tubs, jacuzzis and spas.
- ▶ Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet or shared.
- ▶ Any amount over £1,000 for loss or damage to china, glass, pottery, porcelain or other brittle substances while the item is being handled or used.
- ▶ Loss or damage shown under Insured events 1 to 15 of this section.

Settling claims

As long as the loss or damage is covered, **we** will decide whether to pay the cost of repairing an item or replacing it with a new item in the same form and style if it is lost or damaged beyond repair. Or if **we** choose to, **we** will pay **you** the cost which **we** would incur if **we** replaced the item through **our** network of suppliers.

Where an item has been damaged by an insured event but cannot be replaced either in full (obsolete technology betamax VCR's or even a wedding dress that has been used) or in part (cooker glass panel) due to obsolesce **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

We will take off an amount for wear and tear for clothing.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing **downloaded electronic information** up to £1,000, but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend **our** acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **we** may reduce **your** no claims bonus, amend **your** invited premium and **our** acceptance criteria.

Sums insured

The most **we** will pay under section two: Contents:

- ▶ is the **sums insured** or any other limit shown in the **schedule** or in the policy booklet;
- ▶ for **high risks items** in total is 35% of the **contents sum insured** and £10,000 in respect of any one item, pair or set except for **portable entertainment equipment**, where the most **we** will pay is £1,000, unless stated by endorsement.

Coins/stamps

For coin collections, the most **we** will pay is 75% of the Spinks & Son catalogue price at the time of the loss or damage.

For stamp collections, the most **we** will pay is 75% of the Stanley Gibbons' catalogue price at the time of the loss or damage.

Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause.

Maintaining the sums insured

After **we** have settled a claim, **we** will automatically reinstate the **sums insured** for **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage.

Section Three: All Risks

The **schedule** will show if this cover applies.

What is covered

Theft, accidental loss or **accidental damage** occurring during the **period of insurance** to **high risk items** and **personal belongings** which **you** or **your family** own or are legally responsible for:

- ▶ unspecified **high risk items** and unspecified **personal belongings** up to the amount shown on the **schedule**;
- ▶ pedal cycles;
- ▶ specified items listed on the **schedule** up to the amount shown on the **schedule**;

while anywhere in the **United Kingdom**, or anywhere else in the world for up to 90 days in any one **period of insurance**.

What is not covered

- ▶ **Excess** of £150.
- ▶ Loss or damage caused by:
 - theft, attempted theft, or vandalism while the **home** is left **unoccupied** or **unfurnished**;
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - deterioration, cleaning, restoration, renovation or while being worked on;
 - faulty workmanship, design or materials;
 - scratching, denting or chipping;
 - theft or attempted theft from an unlocked hotel room, bed and breakfast bedroom or other similar temporary accommodation.
- ▶ Loss from an unattended road vehicle:
 - unless the items are concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked;
 - for any amount over £1,000.
- ▶ Loss or damage to:
 - sports equipment which is in the course of play or use;
 - reeds, strings or drum skins or musical instruments;
 - crowns, caps or fillings in teeth;
 - portable televisions, car audio or car audio-visual equipment and car phones;
 - **high risk items** and **personal belongings**, belonging to **you** or a member of **your family** while living in a hall of residence or student accommodation.
- ▶ Loss or damage:
 - caused by theft of pedal cycles unless the cycle frame is attached to a permanent structure by a security device, or kept in a locked building;
 - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
 - to the pedal cycle while it is being used for racing, pace-making or trials;
 - to the pedal cycle while it is let out on hire or is used other than for private purposes.
- ▶ Any amount over £1,000 for any one cycle or £5,000 in total unless the pedal cycle is insured as a specified item by this section.

Settling claims

As long as the loss or damage is covered, **we** will decide whether to pay the cost of repairing an item or replacing it with a new item in the same form and style if it is lost or damaged beyond repair. Or if **we** choose to, **we** will pay **you** the cost which **we** would incur if **we** replaced the item through **our** network of suppliers.

Where an item has been damaged by an insured event but cannot be replaced either in full or in part due to obsolescence **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

We will take off an amount for wear and tear for clothing.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

The most **we** will pay for;

- ▶ specified items is the **sum insured** shown on the **schedule**;
- ▶ any one item, **set or pair** of unspecified **high risk item(s)** or unspecified **personal belongings** is £3,000, except for **portable entertainment equipment** which is £1,000.
- ▶ **downloaded electronic information** is £1,000;
- ▶ pedal cycles is £1,000 for any one cycle or £5,000 in total unless specified.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend **our** acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **we** may reduce **your** no claims bonus, amend **your** invited premium and **our** acceptance criteria.

Any claim made under section three: All Risk items will affect **your** Contents' no claims bonus.

Maintaining the Sums Insured

After **we** have settled a claim, **we** will maintain the **sums insured**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for this.) This does not apply to specified items listed on the **schedule** or pedal cycles.

Proof of value and ownership

In the event of a claim for specified items, **you** will need to provide a professional valuation (within the last 5 years), receipt or proof of purchase predating the loss as proof of value and ownership. **We** may not meet **your** claim, or the amount of the claim may be reduced if **you** cannot provide such proof.

General exclusions – Sections one, two and three

The following exclusions apply to Sections one, two and three.

This policy does not cover:

- ▶ direct or indirect loss or damage to any property;
- ▶ any legal liability;
- ▶ costs and expenses; or
- ▶ death or injury to any person;

caused by, contributed to or arising from, the following:

1 **Radioactive contamination:**

- ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

2 **War**

War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.

3 **Loss of value**

Loss of market value after repair or replacement is paid for under this policy.

4 **Sonic bangs**

Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

5 **Pollution or contamination**

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

6 **Computer viruses and computers failing to recognise the date**

Computer viruses or electronic data being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

7 **Wear and tear**

Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, vermin, insects, moth, parasites, any cause that happens gradually, or mechanical or electrical breakdown.

8 **Indirect loss**

Any losses that are not directly associated with the incident that caused **you** to claim.

9 **Deliberate acts**

Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your family, guests** or tenants.

10 Terrorism

Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm;
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

11 Business use

Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.

12 Heating, drying, dyeing or washing

Loss or damage caused by heating, drying, dyeing or washing an item.

13 Confiscating items

Any loss or damage caused by:

- customs, police or other officials;
 - an order of any court of law;
 - any statutory or regulatory authority;
- confiscating an item.

14 Deception

Any loss or damage caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.

15 Other insurance

Loss, damage or legal liability if there is any other insurance in place which provides cover for the same event.

16 Misuse

Loss or damage caused by using the item or product in a way which is different to the manufacturer's instructions.

17 Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover by this policy commences.

18 Unpaid Bills

An amount due, that has occurred through general use for;

- Mobile phone call costs;
- Utility bill costs.

19 Maintaining the home

We will not pay any claim that has occurred due to lack of maintenance at the **home**.

20 Contract Works

We will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed to it.

We will not pay for any loss, damage or liability arising from the activities of contractors and/or sub-contractors.

General conditions – Sections one, two and three

The following conditions apply to Sections one, two and three.

1 Reasonable care

You must take all reasonable care to prevent bodily injury, loss, damage or accidents to **your** property, and maintain the **home** and **your** belongings in a good state of repair. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2 Telling us about a change

You must tell **us** immediately about any change in the information given to **us** which is relevant to this policy. If **you** do not, **your** policy may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell **us** immediately about the following if:

- a **you** plan to make structural alterations (convert or extend) to the **buildings** (unless it is a **home improvement** which falls within paragraph 25 of Section one);
- b **you** buy new furniture or other household goods and the **sum insured** is exceeded for **contents** (please read how **we** settle claims under section two: Contents);
- c **you** change **your** address;
- d **you** plan to leave or make the **home unfurnished** or **unoccupied** (either temporarily or permanently);
- e **you** regularly leave the **home** unattended;
- f **you** change how the **home** is used (for example, start a business) or take in lodgers, tenants or paying guests;
- g **you** are in the process of being or have been declared bankrupt, have any outstanding County Court Judgements, or have received a police caution for or been convicted of or charged with an offence other than driving offences;
- h the **home** is used for **your** business, trade or profession;
- i the **home** is not in good condition.

We have the right to alter the premium, change any terms and conditions or cancel this policy when **you** tell **us** about a change.

3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside the **home**.

You must take all reasonable steps to recover any lost or stolen **contents** and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this policy, **we** may take over, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this policy.

5 Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree too. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

6 Fraudulent claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused;

we:

- will not pay the claim and all cover under this policy will end;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover the amount of any claim **we** have already paid under the policy since the last renewal date from **you**;
- will not return any premiums **you** have paid;
- may tell the police about the situation;
- will inform other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

7 Cancellation

Your right to change **your** mind:

You may cancel the policy, without giving reason, by sending **us** written notice and returning the **schedule** within 14 days of it starting or (if later) within 14 days of **you** receiving the **schedule**.

Cancellation after the withdrawal period

You may cancel this policy after the withdrawal period by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim within the **period of insurance**).

We will make a charge equal to the period of cover **you** have had, but this charge will be at least £25 plus the Insurance Premium Tax (IPT).

We may cancel the policy by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

We may cancel the policy immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this policy, **we** may take any premium instalments **you** owe from the claim payment.

8 Other insurance

If, at the time of any loss, damage or liability covered under this policy, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

9 Keeping to the conditions of the policy

Cover under this policy only applies if **you** or anyone entitled to benefit under this policy has kept to all terms, conditions and endorsements that apply.

Complaint Procedure – Sections one, two and three

If **your** insurance adviser is unable to help with **your** complaint, please follow the below procedure

If you are not happy with the way the matter is dealt with, please write to:

**Chief Executive
Equity Red Star
52 Leadenhall Street
London
EC3A 2BJ**

Please include your policy number, which is shown on the schedule.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case.

The address is:

**Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA
Phone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com**

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

The address is:

**The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR**

(These procedures do not affect your right to take legal action if necessary.)

Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** cannot pay out all valid claims under this policy. This depends on the type of policy **you** have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at www.fscs.org.uk.

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. Our registration number is 204851.

Section Four: Home Emergency

Definitions

The following words or phrases have the same meaning wherever they appear under this section of the policy. These words are in bold.

- **Authorised Contractor:** A tradesperson authorised in advance to carry out repairs under this Policy.
- **Beyond Economical Repair:** the point at which **we** deem the cost to repair your boiler exceeds its value (based on the scale of valuations according to age and boiler type).
- **Covered Events: Emergency** to essential services within the **property** listed in the - What is covered section.
- **Emergency:** The result of a sudden and unforeseen incident at the **property** which immediately:
 - ▶ Exposes the **insured** or a third party to a risk to their health or;
 - ▶ Creates a risk of loss of or damage to the **property** and/or any of your belongings or;
 - ▶ Renders the **property** uninhabitable.
- **Emergency Repairs:** Work undertaken by an authorised contractor to resolve the **emergency** by completing a **temporary repair**.
- **Insured/You/Your:** The policyholder and/or any member of the policyholder's immediate family normally living at the **property**.
- **Local Territory:** United Kingdom (Great Britain, Northern Ireland, Isle of Man and the Channel Islands).
- **Period of Insurance:** Period for which the premium has been paid by **you**.
- **Permanent Repair:** Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.
- **Property: Your** principal permanent place of residence in the **local territory**, comprising private dwelling used for domestic purposes, excluding garage, garden and outbuildings.
- **Temporary Repair:** A repair undertaken by an authorised contractor which will resolve an emergency but will need to be replaced by a **permanent repair**.
- **We, Us, Our:** Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Insurance Terms and conditions

This policy is underwritten by **Inter Partner Assistance SA**, which is fully owned by and is part of the worldwide AXA Group The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Inter Partner Assistance is authorised by the Financial Services Authority (FSA) in the UK (FSA register number 202664). You can get information by phoning the Consumer Helpline 0845 606 1234 (local rates apply) or by visiting their website at www.fsa.gov.uk.

Administration Terms and conditions

AXA Assistance (UK) Limited provides the services and benefits described in this certificate during the **period of insurance** for which you have paid the premium.

How to make a claim:

To obtain emergency assistance contact the 24 hour Emergency Helpline on: **0844 770 1094**

You should have the following information available upon request:

- ▶ **Your** name and home postcode.
- ▶ **Your** Policy Number.
- ▶ An indication as to the nature of the problem.

Domestic Emergency

If **you** suffer a **covered event** at **your property** **you** should tell **us** on the emergency telephone number. **We** will then;

- 1) Advise **you** how to protect yourself and the **property** immediately; organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency temporary repair**, or if at a similar expense an **emergency permanent repair**.
- 2) In the event of the **property** becoming uninhabitable and remaining so overnight because of the **covered event**, **we** will, subject to prior agreement with ourselves, pay up to £100 including VAT in total for:
 - ▶ **your** overnight accommodation and/or
 - ▶ transport to such accommodation

If the temporary repair will cost more than £500 including VAT to complete, **we** will advise **you** how much, in total, the repair will cost. **We** will proceed with the repair only if **you** agree to pay for the amount over £500.

What is covered

The **Covered Events** are:

1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
2. Blockages in toilet waste pipes.
3. Gas or electricity complete failure within the **property**.
4. Central heating or boiler failure.
5. Hot water failure.
6. Animals or insects that are destructive in their natural behaviour or considered pests or nuisances, including brown rats, black rats, house mice, field mice, squirrels, wasps' nests & hornets' nests only.
7. Keys - Permanent and irreplaceable loss of all keys required to gain access to the **property** not including outbuildings.
8. Broken or damaged windows, doors and locks presenting a security risk to the property.

What is not covered

- ▶ Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware.
- ▶ External overflows, external guttering.
- ▶ Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- ▶ External water supply pipes.
- ▶ Septic tanks, swimming pool installations.
- ▶ Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding 12 months, **you** may be asked to produce the evidence at the time of the claim.
- ▶ Boiler claims within the months of May to August.
- ▶ Boilers over 15 years old.
- ▶ Boilers that are **beyond economical repair**.
- ▶ Shared water/drainage facilities.
- ▶ Material/labour charges covered by manufacturer/supplier/installer's.

What is covered

9. Roofing - sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.

What is not covered

- ▶ Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the **property**.
- ▶ Loss of keys for outbuildings garages and sheds.
- ▶ Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- ▶ Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- ▶ Any breakdown to flushing mechanism of toilets.
- ▶ Damage to boundary walls, hedges, fences or gates.
- ▶ Pests outside the main dwelling e.g. in garages and other outbuildings.
- ▶ LPG fuelled, oil fired, solid fuel fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr.
- ▶ Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
- ▶ Any system, equipment or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault.

General Exclusions - Section Four

These are Conditions and Exclusions which limit **your** cover. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not insured.

This insurance is not a household, buildings or contents policy or an equipment maintenance contract. It complements the Buildings and Contents Section of this policy.

We will not be liable for any of the following:

1. Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.
2. Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.
3. The cost of replacement parts due to natural wear and tear.
4. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
5. Any loss due to faulty installation of **your** plumbing, heating, electrical system within the **property**.
6. Any faulty installation of a kitchen appliance.
7. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or **property** of the utility company.
8. Any cost relating to the attempted repair by **you** or **your** own contractor.
9. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
10. Any emergency in a **property** that has been unoccupied for more than 30 consecutive days.
11. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective materials, or river or coastal erosion.
12. Any loss or damage arising as a consequence of:
 - a. War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - b. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
13. Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.
14. Any claim made if **your** tenancy agreement says **you** should report emergencies to the homeowner or the managing agency so that they may call out the appropriate contractor.

General Conditions - Section Four

1. **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this Section up to the Section limit shown in paragraphs 1 and 2, entitled 'Domestic Emergency'.
2. No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance.
3. Claims may not be made under this Section for the first 14 days other than if **you** are renewing an existing policy.
4. **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the contractor or **our** other nominated agent.
5. If any loss, damage or expense covered under this Section is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
6. This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
7. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.
8. During any 12 month period **we** will not be responsible for more than three claims.

Cancellation Rights

You may cancel this Section by giving **us** notice in writing. **We** will cancel the cover from the date **we** receive **your** notice or any later date **you** request. In the event of cancellation no refund of premium will be made.

We may cancel this cover by giving **you** at least seven days notice at **your** last known address.

Parts Availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, **we** will arrange for a manufacturer to provide **you** with a quotation for a suitable replacement at **your** cost.

Data Protection

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Under the Data Protection Act 1998 **you** are entitled to a copy of the information **we** hold about **you** on request, on payment of the relevant fee. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

We may monitor and record phone calls to help maintain **our** quality standards and for security purposes.

Alternative Format

Please contact us in writing or by phone (on 0800 028 3350) if **you** would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.

Complaint Procedure - Section Four

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect us to meet, the procedure below explains what **you** should do.

For complaints about claims you can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

Inter Partner Assistance SA,
The Quadrangle,
106-118 Station Road,
Redhill, Surrey
RH1 1PR, UK.

or telephone 01737 815913

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall,
Docklands, London,
E14 9SR, UK

Or **you** can phone 0845 080 1800

These procedures do not affect **your** right to take legal action.

For complaints about policy documentation and administration, contact:

Chief Executive
52 Leadenhall Street
London EC3A 2BJ

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and **you** may be entitled to claim compensation in such event. Further information can be obtained from either AXA assistance (UK) Limited or on www.fscs.org.uk.

Relevant Law

This certificate is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

This certificate represents the entire agreement of the parties on the matters in question.

Section Five: Family Legal Expenses Insurance

The **schedule** will show if this cover applies.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, 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 are issued 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 **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** where:-

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits**;
- and
- b) The **legal action** takes place in the **territorial limits**.

Definitions

The following words or phrases have the same meaning wherever they appear under this section of the policy. These words are in bold.

- **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.
- **Computer:** Any **computer** or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
- **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.
- **Excess:** The amount that **you** must pay towards the cost of any claim as stated below:-
Property Infringement section: £250
All other sections: Nil
- **Identity Theft:** A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.
- **Insurance Providers:** Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

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

In a claim arising from **identity theft** the **insured incident** is a single act or the start of a series of single acts against **you** by one person or group of people.

- **Insured Period:** One year from the inception or renewal date shown on **your** insurance schedule.
- **Legal Action(s):** The pursuit or defence of civil legal cases for damages or injunctions.
- **Limit of Indemnity:** The maximum payable in respect of an **insured incident** is £50,000 for all sections.
- **Standard Advisers' Costs:** The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.
- **Territorial Limits:** The European Union.
- **We/Us/Our:** Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **insurance providers**.
- **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**.

Cover

What is covered

1. Consumer Pursuit

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.

2. Personal Injury

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.

3. Employment Disputes

Advisers' costs to pursue a **legal action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment.

What is not covered

- ▶ Where the amount in dispute is less than £250 plus VAT.
- ▶ Involving a motor 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.

- ▶ Arising from medical or clinical treatment, advice, assistance or care.
- ▶ Arising from stress, psychological or emotional injury.
- ▶ Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event.
- ▶ Involving a motor **vehicle** owned by **you** or which **you** are legally responsible for.

- ▶ Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- ▶ For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
- ▶ For **advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement.
- ▶ Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment.
- ▶ For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- ▶ For **advisers' costs** awarded by an Employment or Employment Appeals Tribunal that **you** are ordered or agree to pay.

What is covered

4. Property Infringement

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.

5. Property Damage

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.

6. Consumer Defence

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.

7. Personal Identity Theft

Advisers' costs in a **legal action** in respect of **insured incidents** arising from **identity theft**:

- ▶ to deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity theft**.
- ▶ in order to liaise with credit referencing agencies and all other relevant organisation on **your** behalf to advise that **you** have been the victim of **identity theft**.
- ▶ to defend **your** legal rights and/or take reasonable steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **identity theft**.

What is not covered

- ▶ In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

- ▶ In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

- ▶ Where the amount in dispute is less than £250 plus VAT.
- ▶ Involving a motor **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.

- ▶ Where **you** have not been the victim of **identity theft**.
- ▶ Where the **insured incident** began to occur within 30 days of **you** first purchasing this insurance or similar insurance which expired immediately before this insurance began.
- ▶ Where the **insured incident** began to occur or had occurred before **you** purchased this insurance.
- ▶ Where the claim is false or fraudulent.
- ▶ Where **you** did not take reasonable precautions against **identity theft** or take action to protect yourself from **identity theft**.
- ▶ Where the **identity theft** has been carried out by somebody living with **you**.
- ▶ For **advisers' costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.
- ▶ For any losses other than **advisers' costs** incurred by **you** as a result of **identity theft**.

What is covered

8. Vehicle Cloning

Advisers' costs in a **legal action** to defend civil or criminal legal proceedings arising from use of the **vehicle's** identity by another person or organisation without **your** permission.

What is not covered

- ▶ Where the **vehicle's** identity has been copied by somebody living with **you**.
- ▶ Where the **insured incident** began to occur within the first 30 days of the **insured period**.
- ▶ **You** did not act to take reasonable precautions against **your vehicle's** identity being copied without **your** permission.
- ▶ For any losses (other than **adviser's costs**) incurred by **you** as a result of **your vehicle's** Identity being copied without **your** permission.

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.

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.

Simply telephone **0844 770 1040** and quote "**Equity - My Home Elite**".

General Exclusions – Section Five

These apply to this section only.

1. There is no cover where:-

- the **insured incident** 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;
- a reasonable 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;
- something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**;
- **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;
- damages, interest, fines or costs awarded against **you** in a criminal court;
- claims over loss or damage where that loss or damage is covered under another insurance;
- claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**;
- any claim **you** make which is false or fraudulent;
- defending **legal actions** arising from anything **you** did deliberately or recklessly;
- appeals without the prior written consent of **us**;
- 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: -

- patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
- **computer** software other than proprietary packaged software that has not been tailored to **your** requirements;
- planning law;
- constructing buildings or altering their structure;
- libel, slander or verbal injury;
- 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.

Conditions – Section Five

These apply to this section only.

1. Cancellation

You may cancel this insurance at any time by writing to **your** insurance adviser 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 schedule, or alternative address provided by **you**. No refund of premium shall be made.

2. Claims

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. For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident. **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.

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**.

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.
- confirm in writing that he will enable **you** to comply with **your** obligations under this insurance.
- agree with **us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

The **adviser** will:-

- Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
- Keep **us** fully advised of all developments and provide such information as **we** may require.
- Keep **us** advised of **advisers' costs** incurred.
- 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.
- Submit bills for assessment or certification by the appropriate body if requested by **us**.
- Attempt recovery of costs from third parties.

In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.

Insurance providers shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.

You shall supply all information requested by the **adviser** and **us**.

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**.

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

Subject to your right to refer a complaint to 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 Reasonable Prospects

At any time **we** may form the view that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **we** may decline support or any further support. In forming this view **we** may consider:

- the amount of money at stake.
- whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- the prospects of being able to enforce a judgment.
- whether **your** interests could be better achieved in another way.

5 English Law

This contract is governed by English Law.

6 Language

The language for contractual terms and communication will be English.

Customer Services Information – Section Five

These apply to this section only.

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.

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 Act

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 Act 1998.

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**.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. **Our** FSA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FSA's register by visiting the www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
Registered Branch No: FC008998

Equity Red Star
Library House
New Road
Brentwood
Essex CM14 4GD

Administered by Equity Red Star Services Limited, an appointed representative of Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. Registered office: Library House, New Road, Brentwood, Essex CM14 4GD.

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