



Fine Homes Insurance Policy

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Introduction

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Fine Homes Insurance document. **Your** home insurance document sets out the conditions of the contract between **you** and **us**.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of facts on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. When providing this information to **us**, **you** must take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This policy relates ONLY to those sections which are shown in the **schedule** as being included.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, in accordance with the terms and conditions contained in or endorsed on this policy, against loss **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This policy is a legally-binding contract of insurance between **you** and **us**. Nothing in this contract is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under "Important Information – Your Duties" see *page 4* and **your** duties under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Important Information

Your Duties

It is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore keep the **sums insured** at a level which represents the full value of the property.

Full value should represent the following:

- For **buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For **contents** – the cost of replacing all items on a 'new for old' basis; and
- For **valuables, antiques and works of art, gold and silver** – the current market value.

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

You must notify **your broker**:

- As soon as reasonably practicable if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before you finalise a contract:
 - for any works to extend, renovate, build or demolish any part of the **buildings** where the contract value is more than £100,000 in value;
 - or, regardless of the value of the contract:
 - for any work on **buildings** involving the use of heat;
 - where the contract requires specific or joint insurance;
 - where the **buildings** will be **unoccupied** during the building works.for more information please refer to General Condition a) (Building Works)
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your home** as **your permanent home**; or
- if **you** regularly leave **your home unoccupied**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Information you have given us" on page 5.

Important Information

Information you have given us

You must take reasonable care to make sure that all facts and information that **you** provide to **us** at the start and at each renewal, extension and variation of **your** contract are accurate and complete. **You** must also tell us if any of these facts or information has changed during the **period of insurance**, for example any changes to the occupancy of **your home** or its protections, whether any member of **your household** has been charged with a criminal offence, or if work involving the use or application of heat from blowtorches or welding apparatus is due to take place at **your home**.

If **you**:

- a. deliberately or recklessly gave **us** inaccurate or incomplete information; or
- b. did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have issued this contract to **you** at all, had **we** known about such information; or
- c. failed to notify **us** as soon as reasonably possible of any change in the information provided by **you** to **us** in circumstances where **we** would not have continued to provide cover under this contract to **you** at all, had we known about such information;

we will avoid this contract (which means that **we** will treat it as if it had not existed from the start date, renewal date, or the date any extensions or changes were made to the contract, or the date on which facts or information **you** have previously provided have changed, as the case may be). If **we** avoid a contract then you must repay any payments already made by **us** under that contract. **We** may keep the premium if you acted deliberately or recklessly, but **we** will return the premium if you did not take reasonable care.

If **we** would have provided cover to **you** on different terms had **you** taken reasonable care to provide **us** with accurate and complete information, then:

- i. the contract will be treated as if it had contained such terms;
- ii. if we would have charged **you** more premium then you must pay us the difference between the premium we actually charged and the premium we would have charged and we will make a proportionate reduction in any claim **we** pay e.g. if **we** would have charged double the premium, **we** are only liable to pay half the claim;
- iii. **we** will only pay a claim if it would have been covered taking into account the different terms, conditions or exclusions that we would have applied;
- iv. If **we** have already made payments under the contract then **you** must repay **us** any amounts that would not have been covered taking into account the different terms, conditions or exclusions.

If **you** fail to exercise reasonable care under any other circumstance then **we** may refuse to pay all or part of the claim.

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

- intend to avoid this contract; or
- require **you** to pay an additional premium; or
- apply additional terms.

Other Important Information

How to make changes to this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

So that we can ensure you're fully covered with us, you'll need to let **your broker** know about any changes in **your** circumstances throughout the year. **You** can do this using the contact number shown in the 'Important Phone Numbers' part of this **schedule**. **You** should let **your broker** know within 30 days as soon as **you** know about any of the following changes:

- Any increase in the value of the items shown on **your schedule**
- Any changes to the information you've previously provided to us and shown on the most recent 'Statement of Facts' document sent to **you**
- You're going to move home permanently

Why you need to let your broker know of any changes

We may re-assess **your** cover, terms and conditions of **your** policy and the price when **we're** told about changes in **your** circumstances. If **you** don't tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Renewal of this insurance

If **your broker** offers an automatic direct debit option and **you** have chosen to pay your premium this way, **your** policy will renew automatically, unless there are exceptional circumstances. This means that **you** do not need to confirm **your** intention to renew before this policy ends. **Your broker** will contact you at least 21 days before the **period of insurance** ends with full details of your next year's premium and policy terms and conditions. If **you** then do not want to renew this policy, please let **your broker** know this before the renewal date. If there are exceptional circumstances, meaning that **we** cannot automatically renew your policy, **your broker** will contact **you** at least 21 days before the **period of insurance** ends to explain the circumstances.

If **your broker** does not offer an automatic direct debit option, or **you** have not chosen to pay this way, **your** policy will not renew automatically. This means **your** policy will end at the end of the **period of insurance**. **Your broker** will contact you at least 21 days before the **period of insurance** ends either with proposed renewal premium and policy terms for **you** to consider, or to explain the circumstances meaning that a renewal offer cannot be made. If **you** wish to renew your policy, please let **your broker** know before the renewal date. If **you** do nothing, **your** policy will expire when the **period of insurance** ends.

Other Important Information (continued)

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 days:

- of buying this insurance or
- from the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, less a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our right to cancel

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason - examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information - Your Duties" on page 4;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of facts; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date, and to keep any premiums paid. This policy applies those rules.

How to make a claim

We aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** using the contact details shown on **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

Other Important Information (continued)

We have set out below how to find what **you** need to know to make a claim or use a service under the applicable Section of this policy.

Sections One to Five

Your duties:

- 1) **You** must notify **your broker** as soon as reasonably practicable and in any event within 30 days, giving full details of what has happened. The contact details for reporting a claim are shown on **your schedule**.
- 2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within 30 days.
- 3) **You** must inform the police immediately if you suspect there has been a crime and obtain a crime reference number.
- 4) If a claim for liability is made against **you**, **you** must forward to **your broker** any letter, claim, writ, summons or other legal document **you** receive as soon as practicable and in any event within 30 days.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

Defending claims

We may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of the policy, as detailed below:

- Conditions that only apply to Section One – Buildings *on page 28*
- Conditions that only apply to Section Two – Contents *on page 35*
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver *on page 38*
- Condition that only applies to Section Four – Accidents to Domestic Employees *on page 39*

Section Six – Legal Expenses

If **you** need to make a claim under this Section, **you** must notify **us** as soon as practicable.

A claim can be made online at www.arag.co.uk/newclaims. Alternatively, **you** can download a claim form at www.arag.co.uk/newclaims or **you** can request one by telephoning **0330 303 1955** between 9am and 5pm Monday to Friday (except bank holidays).

Please also refer to “How to make a claim” *on page 45* and “Conditions that only apply to Section Six – Legal Expenses” *on page 50*.

Other Important Information (continued)

Section Seven – Helplines

If **you** require assistance, **you** should contact the applicable service using the numbers shown below:

- | | |
|--------------------------|--|
| Legal and tax advice: | Call our confidential legal and tax advice helpline on 0330 303 1429 . The legal advice helpline is open 24 hours a day, 365 days a year. Tax advice is available between 9am and 5pm on weekdays (except bank holidays). |
| Identity theft: | Call 0333 000 2083 between 9am and 5pm weekdays (except bank holidays). |
| Counselling assistance: | Call 0333 000 2082 available 24 hours a day, 365 days of the year. |
| Consumer Legal Services: | Register at www.araglegal.co.uk/arag and enter voucher codes: <ul style="list-style-type: none">• AFE48BBE98B5 to access our digital law guide and download legal documents to help with consumer legal matters.• EC426C378CB8 to access our digital law guide and download legal documents to help with landlord and tenancy legal matters. |

Please also refer to Section Seven *on page 52* for full details of these services.

Section Eight – Home Emergency

Please telephone **0330 303 1428** as soon as possible (lines are open 24 hours a day, 365 days a year)

Please provide **us** with **your** name, address, postcode and the nature of the problem. Also, please refer to “How to make a claim” *on page 54* and “Conditions that only apply to Section Eight – Home Emergency” *on page 57*.

Fraudulent claims

If **you** or anyone acting for **you**:

- a. knowingly or recklessly makes a fraudulent or exaggerated claim under this contract;
- b. knowingly or recklessly makes a false statement in support of a claim (whether or not the claim is itself genuine);
- c. knowingly or recklessly submits a false or forged document in support of a claim (whether or not the claim is itself genuine); or
- d. makes a claim for any injury, loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion, **we** may at our option:
 - i. Refuse to pay the claim; or
 - ii. Refuse to pay the claim and cancel the contract from the date of the claim or alleged claim without any refund of premium; and in all cases
 - iii. inform the police of the circumstances.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

Complaints

How to make a complaint

Any enquiry or complaint **you** have may be addressed to **our** complaints department by telephone, e-mail or in writing using the following contact details:

Sections One to Five

Call:	020 7015 4000
Email:	complaints@hdi-specialty.com
Address:	HDI Global Specialty SE - UK, 20 Gracechurch Street, London EC3V 0BG, UK

Sections Six to Eight

Telephone:	+44 (0) 117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For mutual protection and training purposes, calls may be recorded).
Email:	customerrelations@arag.co.uk
Address:	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Other Important Information (continued)

Please have details of the contract, including **your** policy number, available to enable the enquiry to be dealt with speedily.

All Sections

We take all complaints seriously and aim to resolve them promptly and fairly.

Upon receipt of **your** complaint:

1. **We** will send **you** an email or letter within five working days acknowledging **your** complaint and explaining how **we** intend to investigate. A copy of **our** complaints procedure will also be enclosed with that email or letter.

2. **We** aim to send a final response to **your** complaint within eight weeks of receipt. If **we** are unable to provide **you** with a final response within this time-frame, **we** will write to **you** explaining the delay and advise **you** when **you** can expect a final response.

Should more than eight weeks from the date of **your** complaint pass without **you** receiving a final response, or should **you** remain dissatisfied, **you** may ask the Financial Ombudsman Service (FOS) to review **your** case. Their contact details are as follows:

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Complaints Enquiry Line: 0800 0 234 567

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk>

The FOS is an independent body that arbitrates on complaints about general insurance products. Please note that **you** have 6 months from the date of **our** final response in which to refer **your** complaint to the Ombudsman.

FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** meet their eligibility criteria, which currently apply to:

- an individual
- a charity with an annual income of less than £6.5 million or currency equivalent
- a Trustee of a trust with a net asset value of less than £5 million or currency equivalent
- a micro-enterprise. A micro-enterprise is an enterprise which:
 - a) employs fewer than 10 persons and
 - b) has a turnover or annual balance sheet that does not exceed €2 million or currency equivalent
- a small business. A small business is an enterprise which:
 - a) is not a micro-enterprise
 - b) has an annual turnover of less than £6.5m or currency equivalent; and
 - i. employs fewer than 50 persons; or
 - ii. has a balance sheet total of less than £5 million or currency equivalent

Whilst **we** are bound by the decision of the FOS, **you** are not, and following the Complaints Procedure above does not affect **your** right to take legal action against **us**.

Compensation (Financial Services Compensation Scheme)

We are covered by the Financial Services Compensation Scheme (FSCS), which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**, provided **you** meet the FSCS eligibility criteria.

For further information on the FSCS, please visit www.fscs.org.uk or contact:

Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4000

Email: enquiries@fscs.org.uk

Other Important Information (continued)

Privacy Notice

HDI Global Specialty SE's Privacy Notice, applying to all sections of this policy is included below.

This notice explains how your data will be collected and dealt with, and your rights concerning that data. In this notice, 'we', 'us' or 'our' refers to HDI Global Specialty SE and its agents, co-insurers and reinsurers. 'You' or 'your' refers to the individual whose personal data we are processing.

1. Responsible data controller

HDI Global Specialty SE

Legal & Compliance
20 Gracechurch Street
London
EC3V 0BG
Tel. +44 (20) 7015 4000

HDI Global Specialty SE is a Data Controller as defined under the EU General Data Protection Regulation, UK General Data Protection Regulation and UK Data Protection Act 2018, as amended from time to time (together the "Data Protection Law").

You can reach our Data Protection Officer by post at the aforementioned address (please include the additional address line "Data Protection Officer") or by e-mail via our data privacy group mailbox:

E-mail: privacy-hgs@hdi-specialty.com

2. Personal data we may collect about you

- 2.1. *Individual details* such as name, address, proof of address, contact details (including emails and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title, employment history and family details (including their relationship to you).
- 2.2. *Identification numbers* issued by government bodies, agencies or similar such as national insurance, passport, tax identification or driving licence numbers.
- 2.3. *Financial information* such as bank account or payment card details, income or transaction histories.
- 2.4. *Insurance policy information* including information about quotes you receive and policies you take out.
- 2.5. *Credit and anti-fraud data* including credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you.
- 2.6. *Information about previous and current claims* (including in connection with other related or unrelated insurance) which may include data about your health, criminal convictions, or special categories of personal data and, in some cases, surveillance reports.
- 2.7. *Technical information* including your computer's IP address.
- 2.8. *Special categories of personal data* which have additional protection under Data Protection Law, namely health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation.

3. Where we may collect your personal data from

We may collect your personal data from various sources:

- 3.1. You (including, from time to time, recordings of your telephone calls with us)
- 3.2. Your family members, employer or agent/representative (including your broker)
- 3.3. Our agents, other insurers, insurance brokers, or reinsurers
- 3.4. Credit reference agencies
- 3.5. Websites or software applications for use on computers or mobile devices and/or social media content, tools and applications
- 3.6. Anti-fraud databases, sanctions lists, court judgments and other databases
- 3.7. Government agencies
- 3.8. Any open electoral register; or
- 3.9. In the event of a claim, third parties including the other party or parties to the claim, witnesses, experts, loss adjusters, solicitors, claims handlers, translators, surveillance agents, engineers and others.

Other Important Information (continued)

4. Identities of Data Controllers and Data Protection Contacts

The operation of the insurance market means that personal data may be shared between insurance brokers, insurers, reinsurers and other market participants. You can find out the identity of the controller or controllers of your personal data in the following ways:

- 4.1. If you took out the insurance yourself, get in touch with the data protection contact at your insurance broker or the entity you dealt with in taking out the insurance.
- 4.2. If your employer or another organisation took out the insurance for your benefit, you should get in touch with the data protection contact at your employer or the organisation that took out the insurance.
- 4.3. If you are not a policyholder or an insured under the insurance, you should get in touch with the organisation that collected your personal data.

5. The purposes, categories, legal grounds and recipients of our processing your personal data

5.1. Your personal data may be processed for the following purposes:

5.1.1. Quotation/inception:

- Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

5.1.2. Policy administration

- Client care, including communicating with you and sending you updates
- Payments to and from individuals

5.1.3. Claims processing:

- Managing insurance and reinsurance claims
- Defending or prosecuting legal claims or regulatory proceedings
- Investigating or prosecuting fraud

5.1.4. Renewals

- Contacting you/the insured to renew the insurance
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

5.1.5. Other purposes including:

- Complying with our regulatory or legal obligations
- Risk modelling
- Effecting reinsurance contracts
- Transferring books of business, company sales, restructuring and reorganisation.

5.2. We may also disclose personal data to the following non-exhaustive list of entities: reinsurers, financial institutions, service providers, contractors, agents, tax authorities, law enforcement and other regulators and group companies in connection with the above purposes. You will find the current list of service providers and our companies who participate in data-processing operations hereon our website or by emailing privacy-hgs@hdi-specialty.com.

5.3. We process your data on one of the following legal grounds:

5.3.1. in order to place and operate the contract(s) of insurance;

5.3.2. where a legitimate interest to do so has been identified for which processing of your data is necessary and which balances your interest, rights and freedoms e.g. protecting you from fraud or personalising the insurance product to you; or

5.3.3. where we have a legal obligation to do so e.g. to prevent money laundering.

Other Important Information (continued)

6. Consent

To provide insurance and deal with insurance claims in certain circumstances we may need to process special categories of your personal data (see 2.8 above), such as medical or criminal records. Your consent to this processing may be necessary to achieve one or more of the purposes set out above.

Where this is the case, you may withdraw your consent to such processing at any time by notifying privacy-hgs@hdi-specialty.com. If you do withdraw your consent, however, this may mean we cannot provide insurance or pay claims.

7. Profiling

When calculating insurance premiums, we may compare your personal data against other data such as industry averages or fraud patterns. Your personal data may also be used to create such other data to ensure, among other things, that premiums align to risk. We may make decisions based on profiling and without staff intervention (known as automatic decision making).

8. Storage and retention of your personal data

Data is held by us on servers and in printed form, as well as on our behalf in off-site storage facilities. We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, so long as there is any possibility that either you or we may bring or face legal claims in connection with the insurance contract(s), or if there are legal or regulatory reasons to retain your data, we must do so.

9. International transfer of data

We may need to transfer your data to third parties outside the European Economic Area or UK. These transfers will be made in compliance with the relevant Data Protection Law.

If you would like further details of how your personal data would be protected if transferred outside the EEA or UK, please contact privacy-hgs@hdi-specialty.com.

10. Amendment

We may amend this Privacy Notice from time to time. We will let you know if we make any significant changes.

11. Your rights

If you have any questions about our use of your personal data, please contact the relevant data protection contact as explained above. In certain circumstances you may have the right to require us to:

- 11.1. Provide you with further details about the use we make of your personal data
- 11.2. Provide you with a copy of the personal data we hold
- 11.3. Correct any inaccuracies in the personal data we hold
- 11.4. Delete any personal data we no longer have any lawful ground to use
- 11.5. Where the processing requires your consent, to withdraw that consent so we stop the processing in question
- 11.6. Transfer your personal data to another organisation
- 11.7. Object to any processing based on the legitimate interests ground at 5.3.2 above unless our reasons for that processing outweigh any prejudice to your data protection rights
- 11.8. Object to automated processing, including profiling
- 11.9. Restrict how we process or use your personal data in certain circumstances e.g. whilst a complaint is being investigated.

In certain circumstances we may need to restrict the above rights to safeguard the public interest (e.g. prevention or detection of crime) or our interests (e.g. legal or litigation privilege).

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights, or if you think we have breached Data Protection Law, you have the right to complain to the relevant national authority, details below:

Other Important Information (continued)

Germany (lead supervisory authority) Die Landesbeauftragte für den Datenschutz Niedersachsen Prinzenstraße 5 30159 Hannover Phone: +49 (0511) 120 45 00 Fax: +49 (0511) 120 45 99 E-mail: poststelle@lfd.niedersachsen.de Website: https://www.lfd.niedersachsen.de			
UK			
England	Scotland	Wales	Northern Ireland
Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF	Information Commissioner's Office 45 Melville Street Edinburgh EH3 7HL	Information Commissioner's Office 2 nd Floor Churchill House Churchill Way Cardiff CF10 2HH	Information Commissioner's Office 3 rd Floor 14 Cromac Place Belfast BT7 2JB
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)	Tel: 0131 244 9001	Tel: 029 2067 8400	Tel: 0303 123 1114 (local rate) 028 9027 8757 (national rate)
casework@ico.org.uk	scotland@ico.org.uk	wales@ico.org.uk	ni@ico.org.uk

12. Contact Us

Head Office: Data Protection Officer, HDI-Platz 1, 30659 Hannover, Germany,
Tel. +49 511 5604-2909

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General Definitions

Law and Jurisdiction

Under the laws of the **British Islands**, which means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man, both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. **You** and **we** agree that the law of the part of the **British Islands** where **you** live applies to this contract.

We and **you** agree that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **British Islands** where **you** live.

Sanction

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

Our Regulators

HDI Global Specialty SE is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and, when acting through its UK branch, is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority (firm registration number 659331).

HDI Global Specialty SE is registered in Germany (commercial register number HRB 211924) and has its registered office at HDI-Platz 1, 30659 Hannover, Germany, and its UK branch office at 20 Gracechurch Street, London EC3V 0BG, United Kingdom.

General Definitions

*The following words will have the same meaning wherever they appear in this policy, **schedule** and **endorsements** attaching to this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in this policy wording.*

Additional rebuilding expenses	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the buildings safe; and costs you are responsible for to meet any government or local authority requirements following damage to the buildings which is covered under Section One – Buildings.
Antiques and works of art	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside your home , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by you or for which you are legally responsible and which is not business property.
ARAG/Our Administrators	ARAG Plc registered in England number 02585818; registered address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW, who we have authorised to administer Sections 6 - 8 of this insurance. ARAG Plc is authorised and regulated by the Financial Conduct Authority firm registration 452369.
British Islands	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Buildings	<p>The home, its' decorations and tenant's improvements including:</p> <ul style="list-style-type: none">• fixtures and fittings attached to your home (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);• fixed water tanks, apparatus and pipes;• underground service pipes and cables, sewers, drains and septic tanks; and• permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind turbines used for domestic purposes only <p>owned by you or for which you are legally responsible within the premises.</p>
Business	Any professional activity or non-manual business carried out at your home .
Computer viruses	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.
Contents	<p>Household goods and personal possessions, which belong to you or for which you are legally responsible.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• money and credit cards;• deeds and registered bonds;• fridge and freezer contents;• pedal cycles• garden furniture and items normally kept outdoors;• guns;• furs;• home office equipment;• tenants' fixtures and fittings; and• domestic oil, metered water, gas and liquefied petroleum gas.

General Definitions (continued)

Contents does not include:

- motor vehicles (other than domestic garden machinery and quad bikes used within the **premises**, golf buggies, non-motorised trailers and mobility aids);
- caravans or their accessories;
- any living creature, pet or livestock;
- plants or trees;
- aircraft;
- watercraft (other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories);
- any part of the **buildings** other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**;
- any property held or used for business purposes other than **home office equipment**.

Credit cards

Credit, charge, debit, bank, prepaid and cash dispenser cards.

Credit cards does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services;
- **credit cards** used for or held for any trade, business or professional purposes.

Damage

Physical **damage** to or destruction of property.

Domestic employees

Any person working for **you** in connection with domestic duties who is:

- Employed by **you** under a contract of service; or
- Self-employed and working on a labour-only basis under **your** control or supervision.

Endorsement

A change in the terms and conditions of this insurance.

Excess

The first part of any claim which **you** must pay.

Garden

The ground next to **your home** and within the **premises** named in the **schedule** which is used only:

- for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a **business**); and
- as a place to relax and enjoy.

The **garden** does not include

- woods, fields and paddocks where these exceed 3 acres individually or in total.

Gold and silver

Gold and silver and **gold and silver** plated items.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by the swelling of the ground.

Home

The private dwelling built of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Home office business

Office work carried out in **your home**.

Home office equipment

Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your home**, owned by **your business** or for which **your business** is legally responsible.

General Definitions (continued)

Household	You, your spouse or partner, children (including adopted and foster children), parents and other persons who live permanently with you at the home .
Incidental farming	Farming carried out by you on a part time basis at the premises as long as any people you employ for this purpose do not work more than 2,000 hours between them during the period of insurance .
Landslip	Downward movement of sloping ground.
Money	All of the following held or used for private domestic purposes: <ul style="list-style-type: none">• Current legal tender, cheques, postal and money orders;• Postage stamps not forming part of a stamp collection;• Savings stamps and savings certificates, travellers' cheques;• Premium bonds and gift tokens;• Travel tickets.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Permanent physical injury	<ul style="list-style-type: none">• Loss by physical separation of an arm or hand or a leg at or above the ankle;• Permanent loss of use of a complete arm, foot or leg; or• Loss of sight resulting in the injured person being eligible for certification as registered blind; occurring during the period of insurance .
Premises	The address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , details of the premises , the sums insured , the period of insurance and the Sections of this insurance and any endorsements which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates or tiles.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Sum Insured	The amount shown on the schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy document or on the schedule .
Tenant's improvements	Alterations and decorations, which have been made by you or a previous occupier which are not insured under any other insurance.
Terrorism	<p>Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from, or in connection with any act of terrorism.</p> <p>For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical, radiological and/or nuclear force or contamination by any person(s), whether acting alone, or on behalf of, or in connection with, any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.</p>

General Definitions (continued)

Unoccupied	If at the time of the loss or damage the premises have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
Valuables	<ul style="list-style-type: none">• Jewellery including unset precious or semi-precious stones; and• Watches.
Vermin	Brown or black rats, house or field mice and wasps' or hornets' nests.
We/us/our	HDI Global Specialty SE – UK or where appropriate, ARAG plc.
You/your	<p>The person or persons named as policyholder on your policy schedule and any of the following people, as long as they normally live with you:</p> <ul style="list-style-type: none">• Your husband, wife or partner• Your children (including foster children and adopted children)• Your relatives• A partner, husband or wife of your children• Your domestic employees – someone employed to carry out domestic duties associated with your home, for example, a nanny or carer.
Your broker	The person, people or company who arranged this insurance for you .

General Exclusions

a) Biological, chemical, radioactive or nuclear contamination

We will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

We will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a. **terrorism**; and/or
- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

b) Electronic data

We will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
 - a. **computer viruses**, erasure, lack of availability or corruption of electronic data; or
 - b. the failure of any equipment to correctly recognise the date or change of date; or
 - c. cyber attack.

c) Existing, deliberate and indirect damage

We will not pay for loss or **damage**:

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf, unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance; or
- iv. caused as a result of the **buildings** being used for illegal activity by **you**.

d) War

We will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

e) Pollution

We will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring, unless specifically insured under any section of this Policy. Specific coverage, where granted, may be limited by further terms and conditions.

General Exclusions

f) Risks which are not insured

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- i. any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration
- ii. frost, damp, fungus, mould or condensation
- iii. rot, unless:
 - a. caused directly by an escape of water, storm or flood incident specifically covered by this policy, and
 - b. notified to **us** as soon as any sign of water damage or rot is apparent
- iv. insects or moths
- v. any reduction in an item's value caused by repairing your contents, or a drop in the market value of your home caused by rebuilding or repairing damage to your buildings.

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from, the following (except as covered by Home Emergency Cover if you've chosen this for your policy):

- i. any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting or feeding
- ii. mechanical, electrical or electronic fault or breakdown
- iii. poor or faulty design, workmanship or materials.

g) Communicable disease

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, contributed to by, arising from or attributable to the transmission or the fear or threat of transmission of any communicable disease or any costs to clean-up, detoxify, remove, monitor or test:

- i. for a communicable disease, or
- ii. any property insured hereunder that is affected by a communicable disease.

For the purposes of this exclusion 'communicable disease' means any infectious or contagious substance:

- a) including but not limited to a virus, bacterium, parasite or other organism or any mutation thereof whether deemed living or not and
- b) regardless of the method of transmission, whether direct or indirect including but not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals or from any animal to any human or from any human to any animal that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder.

This General Exclusion does not apply to Section Four – Accidents to Domestic Employees.

General Conditions

a) Building Works

You must tell **your broker** at least 30 days before **you** finalise a contract:

- for any works to extend, renovate, build or demolish any part of the **buildings** where the contract value is more than £100,000 in value;
or, regardless of the cost of the works,
- for any work on **buildings** involving the use of heat;
- where the contract requires specific or joint insurance;
- where the **buildings** will be **unoccupied** during the building works.

When **we** receive this notice **we** have the option to require you to obtain agreement to amended terms in the building contract concerning liability or insurance, or to change the conditions of this insurance.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Index-linking

Each month **we** will link the **sums insured** in Section One - Buildings and Section Two - Contents to the relevant indexes below and adjust them upwards by the amount that the index has increased..

Section One - Buildings	The House Rebuilding Cost Index produced for the Royal Institute of Chartered Surveyors or a similar index we have appropriately chosen
Section Two - Contents	The Consumer Durables Section of the General Index of Retail Prices or a similar index we have appropriately chosen.

We will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the most recent **sums insured**. For **your** protection, if the index falls below zero, **we** will not reduce the **sums insured**.

c) Other insurance

We will not cover loss, damage, liability or expense of whatsoever nature that is covered under another insurance policy, or would be covered if this policy did not exist. .

This clause does not apply to Section Two **H) Fatal Injury on page 31**.

d) Excess

Unless otherwise stated on **your schedule**, the following **excesses** apply for each loss.

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£1,000 for subsidence, heave or landslip ; Nil for lock replacement; £250 for all other claims.
Section Two – Contents	Nil for lock replacement, fatal injury, hole in one cover or freezer contents; £250 for all other claims.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	Nil
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Expenses	£250 for claims under cover D) Property b) Nil for all other claims
Section Seven – Helplines	Nil
Section Eight – Home Emergency	Nil

If **you** claim for the same event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

Section One – Buildings

Covering the **home** and **tenant's improvements** as defined in this policy.

Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
This insurance covers the buildings for loss or damage .	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. warping, shrinking, collapse or normal settlement (such as structures bedding down or settlement of newly made up ground); ii. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion will not apply if the total amount of all claims from this cause during the period of insurance is less than £7,500; iii. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) loss or damage to gates, fences and hedges caused by storm, flood or weight of snow. c) the cost of general maintenance, electrical or mechanical faults or breakdown. d) loss or damage caused by frost other than to fixed water tanks, apparatus or pipes. e) loss or damage while the buildings are unoccupied unless the loss or damage is caused by: <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip. f) loss or damage caused by subsidence, heave or landslip: <ul style="list-style-type: none"> i. To domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event; ii. To solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;

Section One – Buildings (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> iii. If compensation has been provided (or would have been if it wasn't for this insurance) under any contract or guarantee or by law; iv. Due to faulty design, faulty workmanship or faulty materials; or v. as a result of the coast or riverbank wearing away. g) loss or damage caused by frost to permanently installed hot tubs. h) loss or damage where you sign an agreement with a contractor which needs specific or joint insurance without getting our agreement first.

This section of the insurance also covers	We will not pay
<p>A) Alternative Accommodation and Rent</p> <p>If your home cannot be lived in because of a covered loss, we will pay:</p> <ul style="list-style-type: none"> a. The reasonable costs that we have agreed in advance for comparable alternative accommodation for you and your domestic pets and horses during the period of time necessary to restore your home to a habitable condition. b. Loss of rent due to you and ground rent payable to you which you cannot recover. 	<ul style="list-style-type: none"> a) for the costs of alternative accommodation for more than 36 months in total. b) For any claim for alternative accommodation also submitted under Section Two – Contents. c) for loss of rent for more than 36 months in total.
<p>B) Compulsory Evacuation</p> <p>The reasonable costs that we have agreed in advance for comparable alternative accommodation for you and your domestic pets and horses, due to a local or police authority preventing you from living in your home because of loss or damage to a neighbouring property.</p>	<ul style="list-style-type: none"> a) for the costs of alternative accommodation for more than 36 months in total. b) For any claim for alternative accommodation also submitted under Section Two – Contents.
<p>C) Trace and Access</p> <p>The cost of finding the source of any water, oil, gas and liquefied petroleum gas which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of your home for which you are legally responsible.</p>	<p>more than the sum insured during the period of insurance.</p>

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
D) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas Up to £10,000 during the period of insurance for accidental loss of domestic heating oil, gas or liquefied petroleum gas.	more than £10,000 in total if you claim under Sections One and Two.
E) Increased Metered Water Charges Up to £25,000 during the period of insurance , for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section One.	more than £25,000 in total during the period of insurance , even if you claim for loss under Sections One and Two.
F) Garden Cover Costs you have to pay to restore your garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by people acting maliciously or the emergency services.	a) more than £2,500 for any one plant, tree or shrub; b) more than 10% of the buildings sum insured during the period of insurance .
G) Selling Your Home Anyone buying your home will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.	if the buildings are insured under any other insurance.
H) Additional Fees and Costs Expenses you have to pay and which we have agreed in writing for additional rebuilding expenses following loss or damage to the buildings which is covered under Section One.	a) for any expenses for preparing a claim or an estimate of loss or damage ; or b) for any costs resulting from government or local authority requirements which were imposed on you before the loss or damage .
I) New Fixtures and Fittings Up to 25% of the buildings sum insured in any one period of insurance for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the home which are waiting to be installed, as long as you let us know within 30 days of delivery to your home .	a) for any loss or damage caused while installing the fixtures and fittings; or b) for items left in the open.
J) Unfixed Building Materials Up to £50,000 in any one period of insurance for loss or damage to unfixed building materials and supplies owned by you and kept within your home for use in the construction, maintenance or alteration of your home .	a) for any loss or damage caused while installing the unfixed building materials; or b) for items left in the open.

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
K) Replacement Locks Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in the home following theft or loss of keys.	
L) Security Upgrade Up to £25,000 in any one period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at the home .	a) for any cost unless you obtain our agreement first; b) following any domestic dispute; c) more than £25,000 in total if you claim under Sections One and Two.
M) Counselling Fees Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at the home .	a) for any cost unless you obtain our agreement first; b) following any domestic dispute; c) more than £5,000 in total if you claim under Sections One and Two.
N) Essential Alterations Up to £50,000 during the period of insurance towards essential alterations to the home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.	a) for any cost unless you obtain our agreement first; b) for your domestic employees ; c) if the permanent physical injury has been self-inflicted; d) more than £50,000 in total if you claim under Sections One and Two.
O) Extended Replacement Cost Where you have a professional rebuilding cost valuation for your home completed within the last 5 years that we have seen and approved and the sums insured reflect this and take into account appropriate index- linking since the valuation, we will pay for the cost of rebuilding or repairing damage that is covered under this insurance.	a) unless you tell us about any additions, alterations or improvements you have made since the valuation was carried out and you have amended the sum insured to take into account any additions, alterations or improvements; b) if your home is Grade 1 or Category A listed.
P) Similar Property Purchase Up to 125% of the buildings sum insured in the event of your home being damaged beyond economical repair and permission to rebuild your home on a like-for-like basis being refused by your local authority, to help you purchase a similar property in the same area.	a) unless the sum insured corresponds with a professional valuation, completed within the last five years that we have seen and approved and where the sum insured has been index linked each year; b) unless the similar property is located within the same area as your home .

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p>Q) Temporary Removal of Permanent Fixtures</p> <p>Up to 10% of the buildings sum insured following loss or damage that is covered under Section One in any one period of insurance to permanent fixtures removed from the buildings for up to 60 days for repair, restoration or safekeeping.</p>	<p>for loss or damage of any item of fixtures being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.</p>
<p>R) Medical Emergency</p> <p>Up to £5,000 towards the cost of repairing your home as a result of loss or damage following forcible entry to your home to attend a medical emergency.</p>	
<p>S) Domestic Utility Expenses</p> <p>Following loss or damage to the solar panels attached to your home or wind turbines at your premises, we will pay you for the loss of income which would have been payable to you from your energy supplier had the loss or damage not occurred.</p>	<p>for more than 60 consecutive days per incident of loss or damage.</p>
<p>T) Environmental Upgrades</p> <p>If, following a claim under this Section, you decide to install a solar, wind or geothermal power generating system to your home, we will pay towards the cost of installing this system.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>a) unless the heating system at the home is damaged and the damage is part of the loss or damage we have agreed to pay under this Section;</p> <p>b) unless the covered loss we have agreed to pay is more than £10,000;</p> <p>c) if, at the time of the loss, there is already a solar, wind or geothermal power generating system in operation at your home.</p>
<p>U) Fly Tipping</p> <p>Up to £50,000 during the period of insurance to cover the reasonable and necessary costs incurred by you in removing rubbish and waste material which has been deposited on land at your premises without your permission.</p>	
<p>V) Home Upgrades</p> <p>If we have agreed your claim for loss or damage caused by escape of water or flood, we will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>unless the covered loss we have agreed to pay is more than £10,000.</p>

Section One – Buildings (continued)

Conditions that only apply to Section One – Buildings

How we deal with your claim

- 1) If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:

- the **buildings** were in a good state of repair immediately before the loss or **damage**; and
- the **damage** has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.

- 2) If a loss is paid under additional cover P) Similar Property Purchase of this Section, **you** will transfer ownership of the **premises** to **us** and pay **us** all monies **you** may receive as salvage.
- 3) **We** will not reduce the **sum insured** under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.
- 4) **We** guarantee repair work carried out to **your premises**, that **we** have authorised following an insured claim, for 12 months from the date the repair work was completed.

We do not provide a guarantee for work carried out by a supplier chosen and instructed by **you** unless **you** obtain **our** agreement first.

Limitations that apply to Section One – Buildings

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** on page 22.
- 2) **We** will not pay more than the **sums insured** for each **premises** shown in the **schedule** other than in accordance with additional covers O) Extended Replacement Cost and P) Similar Property Purchase on page 26.

Section Two – Contents

Covering the **contents** of **your home** as defined in this policy.

Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage while at your home and while they are temporarily away from your home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion will not apply if the total amount of all claims from this cause during the period of insurance is less than £7,500; ii. dyeing, cleaning, repairing, renovating, restoration; or iii. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) the cost of general maintenance or routine redecoration. c) loss or damage caused by mechanical or electrical faults or breakdown. d) loss or damage to property in the open caused by storm, flood or weight of snow. e) loss or damage to freezer contents resulting from the failure of your gas or electricity supply caused by strike or any other industrial action. f) loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported. g) loss or damage while the buildings are unoccupied unless the loss or damage is caused by: <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip. h) loss or damage caused by subsidence, heave or landslip; <ul style="list-style-type: none"> i. as a result of the coast or riverbank wearing away; ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; iii. due to faulty design, faulty workmanship or faulty materials.

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p>A) Glass and Sanitary Ware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a. fixed glass and double glazing; and b. sanitary ware <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for.</p>	
<p>B) Alternative Accommodation</p> <p>If your home cannot be lived in because of a covered loss, we will pay the reasonable costs that we have agreed in advance for comparable alternative accommodation for you and your domestic pets and horses during the period of time necessary to restore your home to a habitable condition.</p>	<ul style="list-style-type: none"> a) for the costs of alternative accommodation for more than 36 months in total. b) for any claim for alternative accommodation also submitted under Section One – Buildings.
<p>C) Loss of Rent</p> <p>Rent you have to pay as occupier if the buildings cannot be lived in following a covered loss.</p>	<p>rent for more than 36 months in total.</p>
<p>D) Home Office Business</p> <p>You for your increased cost of carrying on your home office business caused only and directly by the following:</p> <ul style="list-style-type: none"> a. Loss or damage to your buildings or home office equipment which is covered under this insurance; or b. accidental failure in the supply of gas, water, electricity or telephone service to your home for more than 72 consecutive hours during the period of insurance. <p>Cover will start from the date on which the loss or damage happens or the service interruption starts. It will continue until you are able to start work at your home again but for no longer than 12 months.</p> <p>The amount we pay will be the extra necessary and reasonable costs you have to pay to continue your home office business, less any savings which result from the reduced costs and expenses during the time your work is interrupted.</p>	<ul style="list-style-type: none"> a) for any amount over £50,000 in total; or b) for any increased cost of carrying on your home office business directly or indirectly caused by or resulting from an act of terrorism.

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
E) Tenants Liability Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage that is covered under Section Two.	a) for any amount over £1,000,000 per incident of loss or damage; b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures and fittings; c) for loss or damage arising from subsidence, heave or landslip .
F) Gifts Up to £50,000 during the period of insurance for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given (or which have been bought for you).	a) for loss or damage which we specifically exclude elsewhere under Section Two; b) if you have not told us within 90 days of buying the item.
G) New Acquisitions Up to 25% of the contents sum insured for new items you have bought but which you have not told us about yet.	a) for loss or damage which we specifically exclude elsewhere under Section Two; b) if you have not told us within 90 days of buying the item.
H) Fatal Injury Fatal injury to you caused by fire at the premises or assault elsewhere within the British Islands provided that death ensues within 12 months of injury. We will pay a) £125,000 for each insured person aged 16 years and over; and b) £5,000 for each person under 16 years at the time of their death.	
I) Replacement Locks Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in the home following theft or loss of keys.	
J) Increased Metered Water Charges Up to £25,000 during the period of insurance for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section Two.	if you claim for loss under Sections One and Two, more than £25,000 in total during the period of insurance .

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
K) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas Up to £10,000 during the period of insurance for accidental loss of domestic heating oil, gas or liquefied petroleum gas.	more than £10,000 in total if you claim under Sections One and Two.
L) Contents of Guests Personal property of guests up to £5,000 for each person and personal property of domestic employees (who do not live in any of the homes listed in your schedule) up to £2,500 for each person.	a) for loss or damage which we specifically exclude elsewhere in this policy; b) for loss or damage to their money, valuables or credit cards ; c) if there is any other insurance in place; d) for loss or damage which occurs away from the premises ; e) more than £750 for any one item.
M) Marquees Up to £50,000 for loss or damage to marquees and associated equipment, which are being temporarily loaned or hired to you and for which you are responsible, while at the premises .	a) if you fail to keep to manufacturer's or owner's written instructions; b) for loss or damage during erection or dismantling; c) if cover is provided under any other insurance.
N) Family in Residential Care Up to £15,000 for loss or damage to the belongings of your parents or grandparents who are living in a residential nursing or care home.	a) more than £2,500 any one event of loss or damage for valuables or gold and silver items; b) for money and credit cards ; c) for loss or damage which we specifically exclude elsewhere in this policy.
O) Hole In One Up to £1,000: a) towards expenses you incur; or b) to a charity of your choice in the event of a hole in one being achieved by you during an official golf competition provided that the certified scorecard and certificate are submitted to us at the time of making a claim.	more than £1,000 during the period of insurance .
P) Security Upgrade Up to £25,000 in any one period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at your home .	a) for any cost unless you obtain our agreement first; b) following any domestic dispute; c) more than £25,000 in total if you claim under Sections One and Two.

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p>Q) Counselling Fees</p> <p>Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at your home.</p>	<p>a) for any cost unless you obtain our agreement first;</p> <p>b) following any domestic dispute;</p> <p>c) more than £5,000 in total if you claim under Sections One and Two.</p>
<p>R) Essential Alterations</p> <p>Up to £50,000 during the period of insurance towards essential alterations to your home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) for any cost unless you obtain our agreement first;</p> <p>b) for your domestic employees;</p> <p>c) if the permanent physical injury has been self-inflicted;</p> <p>d) more than £50,000 in total if you claim under Sections One and Two.</p>
<p>S) Home Upgrades</p> <p>If we have agreed your claim for loss or damage caused by escape of water or flood, we will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>unless the covered loss we have agreed to pay is more than £10,000.</p>

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
A) Outdoor Items £50,000 or 10% of the contents sum insured , whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.	This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to your home .
B) Deeds and Registered Bonds £20,000 in total for deeds, registered bonds and other personal documents.	
C) Handbags £25,000 or 10% of the contents sum insured , whichever is the greater, for handbags unless specified in your schedule .	
D) Stamps and Coins £10,000 in total for stamps or coins forming part of a collection unless specified in your schedule under Section Three.	
E) Gold and Silver £25,000 in total for gold and silver unless specified in your schedule under Section Three.	
F) Valuables £25,000 in total for valuables unless specified in your schedule under Section Three.	
G) Antiques and Works of Art £50,000 in total for antiques and works of art unless specified in your schedule . Any item with an individual value of more than £50,000 must be specified in your schedule under Section Three.	
H) Domestic Machinery £25,000 in total for domestic garden machinery and quad bikes used within the premises , golf buggies, non-motorised trailers and mobility aids.	We will only pay for loss or damage by theft, attempted theft and/or malicious damage if these items are locked in a building when not in use.

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
I) Watercraft £15,000 in total for manually operated rowing boats, punts, canoes, stand-up paddle boards, sailboards or dinghies, including their accessories.	
J) Computer Software and Digital Media £15,000 in total for the cost of replacing your computer software and personal digital media, including music and film, that you have previously legally downloaded to your computer or multimedia device (s) following loss or damage covered by this insurance.	
K) Money £10,000 in total for money .	
L) Credit Cards £35,000 in total for credit cards .	We will only pay amounts you legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. You must comply with the terms and conditions under which the credit cards were issued.

Conditions that only apply to Section Two – Contents

How we deal with your claim

- 1) If **you** claim for loss or **damage** to the **contents**, **we** will repair, replace or pay for any item covered under Section Two.
- 2) Where **you** have a professional valuation carried out within the last five years which has been approved by **us** and the **sums insured** reflect this, taking into consideration an amount for index linking, **we** will pay the cost of replacement or repair for **damage** up to 150% of the sum mentioned within the valuation.
- 3) **We** will not reduce the **sum insured** under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

Limitations that apply to Section Two – Contents

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** on page 22.
- 2) **We** will not pay any more than the **sum insured** for each **premises** shown in the **schedule** other than in accordance with Condition 2 above.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver

Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the Valuables, Antiques and Works of Art, Gold and Silver for loss or damage while at your home and while they are temporarily away from the home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) Loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion will not apply if the total amount of all claims from this cause during the period of insurance is less than £7,500; ii. dyeing, cleaning, repairing, renovating, restoration or being worked on; or iii. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) Loss or damage caused by mechanical or electrical faults or breakdown. c) Loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported. d) More than £25,000 for any one item of valuables unless otherwise stated in the schedule. e) More than £50,000 for any one item of antiques, works of art, gold and silver unless otherwise stated in the schedule. f) loss or damage while the buildings are unoccupied unless the loss or damage is caused by: <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

This section of the insurance also covers	We will not pay
<p>A) New Acquisitions</p> <p>We will cover new items you have bought but which you have not told us about yet.</p>	<p>a) more than 25% of the sum insured under this Section for Valuables, Antiques and Works of Art, Gold and Silver;</p> <p>b) if you have not told us about buying the item(s) within 90 days of purchase.</p>
<p>B) Death of an Artist</p> <p>We will automatically increase the insured value of any item listed in the specification for works of art by up to 200% if the artist dies during the period of insurance. We will only do this for the 6 months immediately following the death of that artist.</p>	<p>a) more than £100,000 in total during any one period of insurance;</p> <p>b) if you are unable to provide a professional valuation or purchase receipt which is less than 5 years old at the time of any loss or damage and prove such increased value.</p>
<p>C) Defective Title</p> <p>If, during the period of insurance, someone claims that any item listed in the specification for antiques and works of art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it or the value shown in the specification if this is less.</p>	<p>a) more than £100,000 in total during any one period of insurance;</p> <p>b) unless you prove that you made enquiries about where the item came from before you bought it;</p> <p>c) unless you bought the item during the period that the antiques and works of art have been insured with us;</p> <p>d) unless you told us about a claim during the period of insurance.</p>
<p>D) Temporary Removal of Valuables</p> <p>Where an endorsement attaching to your schedule states that valuables are insured when deposited with a bank or in a safe deposit box, we agree to cover them up to a maximum of £50,000 for loss or damage whilst temporarily removed from the bank or safe deposit box for up to 30 days in any one period of insurance without our previous agreement.</p>	<p>for loss or damage</p> <p>a) unless items are worn or carried by hand by you, in the same room as you or in your locked safe at the time that loss or damage takes place;</p> <p>b) unless you have a professionally installed safe at the home with an adequate cash rating.</p>

Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

How we deal with your claim

1) Valuables

We will repair, replace or pay for any item that is lost or damaged. Where **you** have a professional valuation carried out within the last two years which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost of replacement or of repairing any **damage** up to 150% of the item's specified value should the item have increased in value by the date of loss or **damage**.

2) Antiques and Works of Art, Gold and Silver

In the event of partial loss or **damage**, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the **sum insured** for the damaged item(s).

In the event of total loss or destruction of item(s), **we** will pay the **sum insured** for the item(s) or their market value at the time of loss, whichever is the less.

If an item forming part of a pair or set is lost or damaged **we** will pay for any subsequent depreciation in value of the pair or set, if applicable.

Where **you** have a professional valuation carried out within the last five years which has been approved by **us** for a specified item (and which is specified for the correct value), **we** will pay the cost of replacement or of repairing any **damage** up to 150% of the item's specified value should the item have increased in value by the date of loss or **damage**.

3) Valuables, Antiques and Works of Art, Gold and Silver.

If, following a claim, **you** can produce a professional valuation (not more than five years old) which has been approved by **us**, and corresponds to the **sum insured**, **we** will treat that value as automatically agreed.

If **we** recover any of **your** items after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and if **you** wish **you** can buy them back from **us** within 60 days. **We** will charge:

- a) the amount **we** paid for **your** claim; or
 - b) the fair market value of the item at the time **we** recover it
- whichever is less.

Limitations that apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess**
- 2) **We** will not pay more than the **sums insured** shown in the **schedule** unless, other than in accordance with Conditions 1 and 2 above.

Section Four – Accidents to Domestic Employees

This section will apply automatically provided **you** have selected Section Two - Contents.

What is covered	What is not covered
<p>We will pay for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury (including death or disease) arising out of employment and occurring during the period of insurance anywhere in the world to your domestic employees employed in connection with the premises shown in the schedule.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none">a) bodily injury (including death or disease) directly or indirectly caused by any motorised or horse-drawn vehicle other than;<ul style="list-style-type: none">i. domestic garden equipment whilst being used within the premises; andii. pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use;b) bodily injury (including death or disease) arising whilst the domestic employee is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the period of insurance;c) fines or penalties, or for damages which are only intended to punish you or to make an example of you.

Condition that only applies to Section Four – Accidents to Domestic Employees

We will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

Section Five – Legal Liability to the Public

Standard cover and will automatically be shown in **your schedule**.

Part A

This Section applies in the following way:

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

What is covered	What is not covered
<p>A) We will pay you:</p> <p>i) as owner or occupier for any amounts you become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) damage to property;</p> <p>caused by an accident happening at the premises during the period of insurance;</p> <p>OR</p> <p>ii) as a private individual for any amounts you become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) damage to property;</p>	<p>We will not pay for any liability:</p> <p>a) for bodily injury (including death or disease) to;</p> <p>i. you; or</p> <p>ii. any person who at the time of sustaining the injury is engaged in your service;</p> <p>b) for bodily injury (including death or disease) arising directly or indirectly from any communicable disease or condition;</p> <p>c) for damage to property owned by or in the charge or control of;</p> <p>i. you (other than damage to property for which you as tenant have a legal liability to the owner); or</p> <p>ii. any person engaged in your service;</p> <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days during the period of insurance.</p> <p>e) arising directly or indirectly out of any manual business or employment other than incidental farming.</p> <p>f) which you have assumed under contract and which would not otherwise have been covered by this policy.</p> <p>g) arising out of any criminal acts.</p> <p>h) arising out of your ownership, possession or use of:</p> <p>i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that you, or someone acting with your permission, are not using them on any public road where the Road Traffic Act or similar legislation says you must insure them;</p>

Section Five – Legal Liability to the Public (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, stand-up paddle boards, sailboards or dinghies; iii. any animal other than incidental farming livestock or a horse or domestic pet, provided the pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or iv. any power-operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company. i) for any kind of pollution or contamination other than; <ul style="list-style-type: none"> i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises (excluding mines and quarries); and ii. reported to us not later than 30 days from the end of the period of insurance; <p>in which case all the pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident.</p> j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises. k) if you are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until the other insurance(s) is exhausted. l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by you; or m) for fines or penalties, or for damages which are only intended to punish you or to make an example of you. n) arising out of or in connection with mines or quarries, regardless of the nature of that liability and whether the claim made against you is for bodily injury, damage to property, nuisance, pollution or any other kind of harm.

Section Five – Legal Liability to the Public (continued)

This Section of the insurance also covers	What is not covered
<p>Part B) Unrecovered Court Awards</p> <p>We will pay for sums which you have been awarded during the period of insurance by a court in the British Islands and which still remain outstanding 3 months after the award has been made provided that:</p> <ol style="list-style-type: none"> I. A claim under Part A ii) of this section would have been paid, had the award been made against you rather than to you; II. there is no appeal pending; and III. you agree to allow us to enforce any right which we will become entitled to upon making payment. 	
<p>Part C) Defective Premises</p> <p>We will pay for any amount you become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> a) any liability if you are entitled to payment under any other insurance; b) the cost of repairing any fault or alleged fault.

Limitations that only apply to Section Five – Legal Liability to the Public

We will not pay

- a) for pollution or contamination, more than £10,000,000 in all during the **period of insurance**;
- b) for other liability covered under Section Five, more than £10,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing, other than under Part B) above where **we** will not pay more than £5,000,000 for any one event;
- c) for the vehicles listed in the exception under Part A), **we** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section Six – Legal Expenses

Covering **your legal costs and expenses**.

Standard cover and will automatically be shown in **your schedule**.

Definitions that only apply to Section Six – Legal Expenses

The definitions applying to the whole policy as stated on pages 16 – 19 of this policy will include or be substituted with the following definitions for this Section only.

Appointed advisor	<p>The</p> <ul style="list-style-type: none">a) solicitor, accountant, or other adviser appointed by us to act on your behalf;b) mediator appointed by us to provide impartial dispute resolution in relation to a claim accepted by us.
Collective conditional fee agreement	<p>A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees on the basis of either</p> <ul style="list-style-type: none">a) 100% “no-win-no-fee” orb) where discounted, that a discounted fee is payable.
Conditional fee agreement	<p>A legally enforceable agreement between you and the appointed advisor to pay their professional fees on the basis of either</p> <ul style="list-style-type: none">a) 100% “no-win-no-fee” orb) where discounted, that a discounted fee is payable.
Domestic employee	<p>Any person who lives at your home and is employed by you under a contract of service to carry out domestic duties for your household.</p>
Geographical limits	<ul style="list-style-type: none">a) For insured event A: the European Union, the British Islands, Norway and Switzerland except for claims involving travel for up to 90 consecutive days commencing during the Period of Insurance where cover applies worldwide.b) For insured event C: the European Union, the British Islands, Norway and Switzerland.c) For all other insured events: the British Islands.
Insurer	<p>HDI Global Specialty SE - UK.</p>
Legal costs and expenses	<ul style="list-style-type: none">a) Reasonable legal costs and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed in advance by us. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.b) In civil claims, other side’s costs, fees and disbursements where you have been ordered to pay them or pay them with our agreement.c) The cost of experts’ reports reasonably and properly incurred by the appointed advisor.d) Accountancy fees reasonably incurred under insured event G Tax disputes by the appointed advisor and agreed by us in advance.e) Your basic wages or salary under insured event I Loss of earnings while attending court or tribunal at the request of the appointed advisor or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.

Section Six – Legal Expenses (continued)

	<ul style="list-style-type: none">f) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under insured event J Identity theft where you have taken advice from our Identity theft resolution helpline.g) Accommodation and/or storage costs incurred under insured event M.
Let property	The residential property which is located in England, Wales, Scotland or Northern Ireland and which you let or intend to let under a tenancy agreement .
Reasonable prospects of success	<ul style="list-style-type: none">a) Other than as set out in b) and c) below, a greater than 50% chance of you successfully pursuing or defending the claim and if you are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under insured event C Consumer contracts, there must be a greater than 50% chance of successfully defending the claim in its entirety.b) In criminal prosecution claims where you:<ul style="list-style-type: none">i. plead guilty, a greater than 50% chance of successfully reducing any sentence or fine; orii. plead not guilty, a greater than 50% chance of that plea being accepted by the court.c) In all claims involving an appeal, a greater than 50% chance of you being successful. <p>Where it has been determined that reasonable prospects of success do not exist, you shall be liable to pay any legal costs incurred should you pursue or defend your claim irrespective of the outcome.</p>
Tenancy agreement	<p>An agreement you enter to let your let property to a tenant:</p> <ul style="list-style-type: none">a) under an assured shorthold tenancy; orb) under an assured tenancy; as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; orc) under a short assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; ord) in accordance with the Private Tenancies (Northern Ireland) Order 2006; ore) to a limited company or business partnership for residential purposes by its employees.
We/us/our	ARAG plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the Insurer .

Section Six – Legal Expenses (continued)

How to make a claim

Telling us about your claim

- a) If **you** need to make a claim under this section, **you** must notify **us** as soon as possible.
- b) If **you** instruct **your** own solicitor or accountant without telling **us**, **you** will be liable for costs that are not covered by this policy.
- c) A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively, **you** can obtain a claim form by downloading one at **www.arag.co.uk/newclaims** or by calling **us** on **0330 303 1955** between 9am and 5pm Monday to Friday (except bank holidays).
- d) **Your** completed claim application and supporting documentation can be submitted online or sent to **us** by email, or post. Further details are set out on **our** website.

What happens next?

- a) **We** will send **you** an acknowledgment by the end of the next working day after the claim is received.
- b) Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will contact **you** either:
 - i. confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
 - ii. if the claim is not covered, **we** will explain in full the reason(s) why and advise whether **we** can assist in another way.
- c) When a representative is appointed by **us**, they will try to resolve **your** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- d) **We** will check on the progress of **your** claim with the **appointed advisor** from time to time. Sometimes matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

How we deal with your claim

Following an insured event as specified under A to M of Section Six, the **insurer** will pay **your legal costs and expenses** up to £150,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- a) **You** keep to the terms of this policy and cooperate fully with **us**.
- b) The insured event happens within the **geographical limits**.
- c) The claim
 - a) always has **reasonable prospects of success** and
 - b) is reported to **us**
 - i. during the **period of insurance**; and
 - ii. as soon as **you** first become aware of circumstances which could give rise to a claim; and
 - iii. within 60 days of rent first becoming overdue where **you** are claiming to pursue rent arrears.
- d) Unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- e) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim application.

Where **you** are seeking financial remedy and the cost of pursuing **your** claim is likely to be more than any award of damages, the **insurer** will not pay more than the value of the likely award.

Section Six – Legal Expenses (continued)

Insured Events

Covering Legal Costs and Expenses

What is covered	What is not covered
A) Personal injury A sudden event that directly causes your physical bodily injury or death.	Any claim arising from or relating to: <ul style="list-style-type: none"> a) a condition, illness or disease which develops gradually over time; b) mental injury, nervous shock, depression or psychological symptoms where you have not sustained physical bodily injury; c) defending any claim other than an appeal; d) legal costs and expenses in excess of £25,000 where injury or death occurs outside of the UK, Isle of man, Channel Islands, EU countries, Norway or Switzerland.
B) Clinical negligence A dispute arising from alleged clinical negligence or malpractice.	<ul style="list-style-type: none"> a) Any claim arising from or relating to a contract dispute; b) Defending any claim other than an appeal.
C) Consumer contracts A dispute arising out of an agreement or alleged agreement which has been entered into by you for: <ul style="list-style-type: none"> a) buying or hiring consumer goods or services; b) privately selling goods; c) buying or selling your home; d) renting your home as a tenant; e) the occupation of your home under a lease. 	Any claim arising from or relating to: <ul style="list-style-type: none"> a) disputes with a tenant or leasee where you are the landlord or lessor; b) loans, mortgages, pensions, or any other banking, life or long term insurance products, savings or investments; c) your business activities, trade, venture for gain, profession or employment; d) a contract involving a motor vehicle; e) a settlement due under an insurance policy; f) construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that <ul style="list-style-type: none"> i. exceeds; or ii. is ancillary to another contract that exceeds; £10,000 in value including VAT; g) a dispute with any party other than the party with whom the insured has entered into an agreement or alleged agreement with.

Section Six – Legal Expenses (continued)

What is covered	What is not covered
<p>D) Property</p> <p>A dispute relating to visible property owned by you following:</p> <ul style="list-style-type: none"> a) an event which causes damage to your physical property, including your home, your let property and other residence owned and occupied by you from time to time provided that for a claim against your tenant you have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the let property which the tenant has signed; b) a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies. 	<ul style="list-style-type: none"> a) The first £250 of any claim under insured event D b), you must pay this as soon as we accept your claim. b) Any claim arising from or relating to: <ul style="list-style-type: none"> i. a contract you have entered into other than a tenancy agreement; ii. any building or land other than your home, your let property or other residence occupied by you from time to time; iii. a motor vehicle; iv. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on your property by any government, local or public authority; v. defending any dispute under insured event D a), other than defending a counter claim or an appeal vi. a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.
<p>E) Employment</p> <p>A dispute with your current, former or a prospective employer relating to your contract of employment or related legal rights. A claim can be brought as soon as internal procedures as set out in the:</p> <ul style="list-style-type: none"> a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland; <p>have been or ought to have been concluded.</p> <p>You must cooperate fully with ACAS regarding mediation and must not do anything that hinders a successful outcome.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> a) disputes arising solely from personal injury; b) defending a claim other than defending an appeal; c) legal costs and expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal; d) your employer's or ex-employer's pension scheme; e) a compromise or settlement agreement between you and your employer unless such agreement arises from an ongoing claim under the policy. <p>We will be able to help you find a suitable solicitor to assist with this at your own expense.</p>
<p>F) Disputes with domestic employees</p> <p>A dispute with your domestic employee that arises from:</p> <ul style="list-style-type: none"> a) their dismissal by you; b) the terms of a contract of service or service occupancy agreement between you and your domestic employee; c) an alleged breach of your domestic employee's legal rights under employment laws. 	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> a) conducting disciplinary hearings or internal grievance procedures; b) personal injury; c) you pursuing a claim against your domestic employee other than a claim to recover possession of a part of your home or other accommodation provided by you under a service occupancy agreement.

Section Six – Legal Expenses (continued)

What is covered	What is not covered
<p>G) Tax disputes</p> <p>a) A formal enquiry by HMRC into your personal tax affairs including where you are assessed for tax as a self-employed person.</p> <p>b) A dispute following an HMRC compliance check.</p> <p>Provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim arising from or relating to:</p> <p>a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions;</p> <p>b) failure to register an your business for VAT where required;</p> <p>c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements;</p> <p>d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland;</p> <p>e) an investigation by the Fraud Investigation Service of HMRC.</p>
<p>H) Legal defence</p> <p>a) Work</p> <p>An alleged act or omission by you that arises from your work as an employee and results in:</p> <p>i. you being interviewed by the police or others with the power to prosecute;</p> <p>ii. a prosecution being brought against you in a court of criminal jurisdiction;</p> <p>iii. civil proceedings being brought against you under unfair discrimination laws.</p> <p>b) Motor</p> <p>A motoring prosecution brought against you.</p> <p>c) Landlord</p> <p>Your alleged act or omission arising from your legal obligations in relation to your let property.</p> <p>d) Other</p> <p>A formal investigation or disciplinary hearing brought against you by a professional or regulatory body.</p>	<p>Any claim arising from or relating to:</p> <p>a) owning a vehicle or driving without motor insurance or driving without a valid driving licence;</p> <p>b) a parking offence.</p>
<p>I) Loss of earnings</p> <p>Your absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.</p>	<p>a) Loss of earnings in excess of £1,000.</p> <p>b) Any sum which can be recovered from the court or tribunal.</p>

Section Six – Legal Expenses (continued)

What is covered	What is not covered
<p>J) Identity theft</p> <p>A dispute arising from the use of your personal information without your permission to commit fraud or other crimes provided that you contact our Identity theft resolution helpline as soon as you suspect that your identity may have been stolen.</p>	<p>The insurer will not pay for any money claimed, goods, loans or other property or financial loss or benefit obtained as the result of the identity theft.</p>
<p>K) Repossession</p> <p>Repossession of your let property provided you have:</p> <ul style="list-style-type: none"> a) demanded rent in writing from your tenant as soon as it is overdue and can provide evidence of this; and b) given the tenant the correct notices for repossession of your let property; and c) a right of possession under either <ul style="list-style-type: none"> i. Schedule 2. Part 1 (grounds 1 to 8); or ii. Schedule 5. Part 1 (grounds 1 to 8); or iii. Part 1, Section 21; or iv. Part 2, Section 33 of the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) England Order 2010 or the Housing (Scotland) Act; or d) a legal right to repossess let property under the provisions of the Private Tenancies (Northern Ireland) Order 2006. 	
<p>L) Recovery of rent arrears</p> <p>Pursuit of your legal right to recover rent due under a tenancy agreement for your let property.</p>	
<p>M) Accommodation & storage costs</p> <ul style="list-style-type: none"> a) Your accommodation costs while you are unable to get possession of your let property. b) Storage costs you incur to store your personal possessions while you are unable to reoccupy your let property. 	<p>The insurer will not pay:</p> <ul style="list-style-type: none"> a) accommodation costs exceeding £175 per day and in excess of £5,250 in total; b) storage costs exceeding £50 for each complete week and in excess of £300 in total.

Section Six – Legal Expenses (continued)

Exclusions that only apply to Section Six – Legal Expenses

The exclusions below apply to this section in addition to General Exclusions on page 20.

You are not covered for any claim arising from or relating to:

- a) **legal costs and expenses** incurred without **our** consent;
- b) any actual or alleged act or omission or dispute happening before, or existing at the start of the **period of insurance** and which **you** believed or ought reasonably to have believed could have led to a claim under this section;
- c) an amount below £100;
- d) an allegation against **you** involving:
 - i. assault, violence, malicious falsehood or defamation;
 - ii. indecent or obscene materials
 - iii. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs;
 - iv. illegal immigration;
 - v. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities;
- e) a dispute between **your** family members;
- f) a deliberate or reckless act on **your** part;
- g) a judicial review;
- h) a dispute arising from or relating to clinical negligence except as provided for an insured event B Clinical negligence;
- i) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber);
- j) a **let property** which is or should have been registered as a House of Multiple Occupation;
- k) a dispute with **us** not dealt with under Condition 6, or the **insurer** or the company that sold this policy;
- l) a group litigation order;
- m) the payment of fines, penalties or compensation awarded against **you**.

Conditions that only apply to Section Six – Legal Expenses

The conditions below apply to this section in addition to General Conditions on page 22.

1) Your responsibilities.

You must

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with the progress of the claim and not hinder them;
- c) take reasonable steps to claim back **legal costs and expenses** and employment tribunal fees and, where recovered pay them to the **insurer**;
- d) keep **legal costs and expenses** as low as possible;
- e) allow the **insurer** at any time to take over any claim and conduct it in **your** name.

Section Six – Legal Expenses (continued)

2) Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2) b) below, **you** may choose an **appointed advisor**. In all other cases no right exists and **we** will choose the **appointed advisor**.
- b) **You** may choose a qualified **appointed advisor** if:
 - i. **we** agree to start legal proceedings or proceedings are issued against **you**;
 - ii. there is a conflict of interest.
- c) Where **you** wish to exercise **your** right to choose, **you** must write to **us** with **your** preferred representative's contact details and cost.
- d) Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** appointed advisor panel and will only pay the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care, and **we** agree special terms with them which may be less than the rates available from other firms.)
- e) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- f) In respect of pursuing a claim, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3) Consent

You must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.

4) Settlement

- a) The **insurer** has the right to settle the claim by paying its reasonable value.
- b) **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- c) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**.
- d) **You** must settle costs arising from insured event J) Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5) Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of **your** claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which will be binding on **you** and **us**. This does not affect **your** right in Condition 6) Disputes below.

6) Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described on pages 9 and 10 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns, **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7) Acts of Parliament

All legal instruments and rules referred to within this section will include equivalent legislation in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

Section Seven – Helplines

The services under this section are available to **you** during the **period of insurance** and are provided by **ARAG** plc.

We record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** helpline usage is becoming excessive, they will tell **you**. If following that warning, usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

A) Legal and tax advice

If **you** have a legal or tax problem, please take advantage of **our** confidential legal and tax advice helpline. The legal advice helpline is open 24 hours a day, 365 days a year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within UK, Isle of Man, Channel Islands and EU law or personal tax matters falling within the United Kingdom. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. **You** can get advice by phoning **0330 303 1429**.

B) Identity theft resolution helpline

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help keep **your** personal identity secure. Where identity theft is suspected, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties. Identity theft expenses are insured under insured event J when **you** use this helpline. The number is **0333 000 2083**.

C) Counselling assistance

Our qualified counsellors will provide free confidential support and advice by phone to **you** or **your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling assistance service will not be recorded.

The number is **0333 000 2082**.

D) Consumer and Landlord Legal Services Websites

Register at **www.araglegal.co.uk** and enter voucher code:

- **AFE48BBE98B5** to access **our** digital law guide and download legal documents to help with consumer legal matters.
- **EC426C378CB8** to access **our** digital law guide and download legal documents to help with landlord and tenancy legal matters.

If **you** have problems using the website, please contact **our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **you** legal or insurance advice.

Section Eight – Home Emergency

Standard cover and will automatically be shown in **your schedule**.

Covering emergency costs following an insured event which results in a home emergency.

Definitions that only apply to Section Eight – Home Emergency

The definitions applying to the whole policy on pages 16 – 19 will include or be substituted with the following definitions for this Section only.

Central heating boiler	<p>A boiler:</p> <ul style="list-style-type: none">a) located in your home; andb) which has been serviced no more than 12 months before the date of your home emergency.
Contractor	<p>The contractor or tradesperson chosen by us to respond to your home emergency.</p>
Emergency costs	<ul style="list-style-type: none">a) Contractor's reasonable and properly charged labour costs, parts and materials provided that where your home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, you must pay the contractor and send the receipt to us for the insurer to reimburse you.b) Where necessary alternative accommodation costs incurred under Insured Event H. <p>The maximum payable by the insurer is £1,500 for all claims related by time or original cause.</p>
Home emergency	<p>A sudden unexpected event which clearly requires immediate action in order to:</p> <ul style="list-style-type: none">a) prevent damage or avoid further damage to the home; and/orb) render the home safe or secure; and/orc) restore the main services to the home; and/ord) alleviate any health risk to you.
Insurer	<p>HDI Global Specialty SE - UK.</p>
Vermin	<p>Brown or black rats, house or field mice and wasps' or hornets' nests.</p>
We/us/our	<p>ARAG plc who is authorised under an administration agreement to administer this insurance on behalf of the Insurer.</p>

Section Eight – Home Emergency

We record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

How to make a claim

If **you** have a **home emergency**:

- a) Please telephone **0330 303 1428** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode and the nature of the problem.
- b) **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the **damage**. If the event relates to an emergency covered by this section, **we** will instruct a member of **our** emergency **contractor** network in respect of that claim only. **We** shall have no liability for any other work carried out by the **contractor**. Poor weather conditions or remote locations may affect normal standards of service.
- c) If **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **we** will check **your** details and agree for **you** to choose a suitable expert to help. **You** will have to pay the **contractor** and send **your** receipt to **us**, **we** will reimburse **your** claim. Please send **your** receipt to **www.arag.co.uk/newclaims** or **ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW**.
- d) If **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- e) It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own **contractors** unless **we** have agreed as **we** will not pay their costs and it could stop **your** claim being covered.
- f) **You** must report any major emergency which could result in serious **damage** to **your home** or injury, to the Emergency Services or the company that supplies the service.
- g) **Your** call will be answered as soon as possible.

How we deal with your claim

Following an insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that all of the following requirements are met.

- a) The claim is reported to **us**
 - i. during the **period of insurance**; and
 - ii. as soon as possible after **you** first become aware of a **home emergency**.
- b) **You** always agree to use the **contractor** chosen by **us**.

Section Eight – Home Emergency (continued)

Insured Events

What is covered	What is not covered
A) Main heating system The total failure or complete breakdown, whether or not caused by accidental damage , of the main heating system (including a central heating boiler , all radiators, hot water pipes and water storage tanks) in your home .	<p>You are not covered for any claim arising from or relating to:</p> <ul style="list-style-type: none"> a) emergency costs which have been incurred before we accept a claim; b) an insured event which happens within the first 48 hours of cover if you purchase this section at a different time from other sections of this policy; c) emergency costs if there is no one at home when the contractor arrives and access cannot be gained; d) any matter occurring before or existing at the start of the period of insurance and which you believed or ought reasonably to have believed could give rise to a claim under this section; e) any wilful or neglectful act or omission or any third party interference or faulty workmanship which does not comply with the recognised industry standards or manufacturer's instructions; f) a main heating system (including a central heating boiler) which is more than 15 years old; g) LPG fuelled, warm air and solar heating systems or boilers with an output over 60Kw/hr; h) the cost of making permanent repairs including any redecoration or making good the fabric of your home; <ul style="list-style-type: none"> i. once the emergency situation has been resolved; ii. arising from damage caused in the course of the repair or in the course of investigation of the cause of the insured event or in gaining access to your home; i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply; j) the replacement of parts that suffer damage or the gradual process of wear and tear over time (for example dripping taps, washers or discs forming part of a tank pipe or tap); k) garages (except a central heating boiler located in a connecting garage), outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks; l) your home being left unoccupied for more than 30 days consecutively;
B) Plumbing and drainage The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your home , which results in a home emergency .	
C) Home security Damage to (whether or not accidental) or the failure of external doors, windows or locks, which compromises the security of your home .	
D) Toilet unit Breakage or mechanical failure of a toilet bowl in your home or cistern resulting in the loss of function.	
E) Domestic power supply The failure, whether or not caused accidentally, of your home's domestic electricity or gas supply.	
F) Lost keys Loss or theft of the only available keys to your home , if you cannot replace them to gain normal access.	
G) Vermin infestation Vermin causing damage inside the home or a health risk to you .	
H) Alternative accommodation costs Your overnight accommodation costs including transport to the accommodation following a home emergency which makes the home unsafe, insecure or uncomfortable to stay in overnight.	

Section Eight – Home Emergency (continued)

What is covered	What is not covered
	<ul style="list-style-type: none">m) goods or materials covered by a manufacturer's, supplier's or installers' warranty;n) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;o) subsidence, landslip or heave;p) a property that you rent or let;q) blockage of supply or waste pipes to your home due to freezing weather conditions.

Section Eight – Home Emergency (continued)

Conditions that only apply to Section Eight – Home Emergency

The conditions below apply to this Section in addition to General Conditions on page 22.

a) Your responsibilities

You must:

- i. observe and keep to the terms of the policy;
- ii. not do anything that hinders **us** or the **contractor**;
- iii. tell **us** as soon as possible after becoming aware of any **home emergency**;
- iv. tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim;
- v. cooperate fully with the **contractor** and **us**;
- vi. provide **us** with everything **we** need to help **us** handle the claim;
- vii. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**;
- viii. minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- ix. allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- x. be able to prove that the **central heating boiler** has been serviced within 12 months prior to a **home emergency** claim.

b) Our consent

We must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

c) Settlement

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this section without **our** agreement.

Call out and labour costs

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault which has caused the insured event. Any inspection time that is required to trace, access or identify the cause of the insured event will be settled on the basis that the time is charged as labour costs.

d) Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described on pages 9 and 10 and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns, **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

HDI Global Specialty SE – UK

The UK Branch of HDI Global Specialty SE

HDI Global Specialty SE is:

Authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)

Authorised by the Prudential Regulation Authority

Subject to regulation by the Financial Conduct Authority

Subject to limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331)

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