

PROTECT

UNDERWRITING



YOUR PROTECT INSURANCE POLICY

Thank you for choosing Protect Private Client to insure your personal insurances. We are dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

This is your Protect insurance policy. Please read this insurance document together with any clauses or endorsements and the schedule, very carefully. If anything is incorrect, please call your insurance intermediary as soon as possible, or if you don't have an intermediary contact us.

CONTENT

Introduction.....	1
Important Contact Details.....	2
General Terms.....	3
General Exclusions.....	10
Section 1 – Buildings.....	13
Section 2 – Contents.....	22
Section 3 – Valuables and Fine Art.....	33
Section 4 – Liability.....	40
Section 5 – Family Legal Solutions	45
Section 6 – Home Emergency	63
Definitions	71
Complaints.....	78
Data Protection.....	80

IMPORTANT CONTACT DETAILS

CLAIMS RELATING TO BUILDINGS, CONTENTS, VALUABLES, FINE ART AND LIABILITY

Tel: +44 (0) 20 3889 7997

Email: protectclaims@protectunderwriting.com

Our telephone services are manned 24 hours a day, 7 days a week.

CLAIMS RELATING TO FAMILY LEGAL SOLUTIONS AND HOME EMERGENCY

Family Legal Solutions

Tel: +44 (0) 117 917 1698

Open 9am-5pm weekdays (except Bank Holidays)

Home Emergency

Tel: +44 (0) 330 30 31 472

Open 24 hours a day, 7 days a week

HELPLINES

Legal Advice

Tel: +44 (0) 330 30 31 456

Open 24 hours a day, 7 days a week

Tax Advice

Tel: +44 (0) 330 30 31 456

Open 9am-5pm weekdays (except Bank Holidays)

Identity Theft Advice and Resolution Service

Tel: +44 (0) 333 000 2083

Open 8am-8pm, 7 days a week

PROTECT UNDERWRITING

Tel: +44 (0) 20 3889 7991

Email: private@protectunderwriting.com

You can write to us at: 1st Floor, 63 St Mary Axe, London EC3A 8AA

Protect Underwriting LLP is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Protect Underwriting LLP is registered in England and Wales company number OC413490. Registered office at 1st Floor, 63 St. Mary Axe, London, EC3A 8AA.

GENERAL TERMS THAT APPLY TO THE WHOLE OF THE INSURANCE

The following terms apply to the whole of this **policy** except sections 5 and 6. In some instances there may be additional terms which are shown in the section to which they apply. Please ensure that **you** comply with these terms as, if they are not followed, **your** insurance claim may be invalid.

OUR RESPONSIBILITIES:

- Insure **you** in accordance with the terms and conditions in return for the premium that **you** pay;
- Pay claims that are covered as quickly and efficiently as possible;
- Refund **your** premium in full if, for any reason, **you** feel that the insurance is not right for **you**. To receive a full refund, **you** need to cancel this insurance within 14 days of insuring with **us** and not have made a claim. If **you** cancel after the first 14 days and have not made a claim, **we** will never charge **you** a fee for cancelling **your** insurance;
- **We** may cancel **your policy**, after giving you 14 days notice if the premium is not paid to **us** when due. **Your policy** will be cancelled from inception, or from the date **your** last instalment was due if **we** are cancelling **your policy** due to non-payment of the premium. If **you** have made a claim, no refund of premium will be given and any outstanding premium will be due to **us**.
- **We** may also cancel **your** insurance for a valid reason and only after giving **you** at least 30 days notice which will be sent by recorded post to the correspondence address shown in **your schedule**. If **you** want to cancel **your policy**, contact **your** insurance intermediary if **you** have one, or contact us directly. There is no charge for cancellation and **we** will return a pro-rata proportion of **your premium** unless **you** have made a claim during the current **period of insurance**;
- Write to **you** at least 21 days in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements, if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next period of cover which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your policy**.

GENERAL TERMS THAT APPLY TO THE WHOLE OF THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

REQUIREMENTS FROM OUR CLIENTS:

You must ensure that information provided to **us** is accurate and up to date. If there are changes or **you** have any questions, please let **us** know as soon as reasonably practicable. These changes would include:

- Any changes in the security arrangements at properties listed on **your policy**;
- If **you** have been convicted of and/or charged with any offence (other than motoring convictions and/or spent convictions);
- If **you** have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings;
- If there has been deterioration to the condition of **buildings** including evidence of **subsidence, landslip or heave**;
- If there is any change of occupancy to any **building** (for example, letting out a **building**);
- If there is any change of use to any **building** for example, if used for business or for paying guests;
- If **you** plan to renovate, extend, build or demolish any part of **your buildings** and the **building works** is over £100,000;
- If **you** plan for valuable articles to be displayed or exhibited at a gallery, museum, art fair or exposition.

In the event that one (or more) or the above events occur(s), **we** have the rights to amend the terms of **your policy** and charge an additional premium, or cancel **your policy** in accordance with **our** cancellation rights.

Please ensure that **you** prevent injury or accident and protect **your buildings** against loss or damage.

Please ensure **you** pay **your** premium within the agreed credit terms. If **you** pay by instalments, please ensure they are paid. If they remain unpaid for 14 days, **we** will contact **you** to understand why but **we** may cancel **your** insurance from the date the last instalment was due.

GENERAL TERMS THAT APPLY TO THE WHOLE OF THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

WHAT TO DO IN THE EVENT OF A CLAIM:

So that **we** can deal with **your** claim please ensure that **you** fulfil the obligations set out below. **We** will require **you** to prove that **your** loss has happened. Please give **us** all the co-operation **we** need to investigate **your** claim, including evidence of the value of the items involved in a claim as well as any other relevant information and documents **we** may reasonably require:

- If something has happened which may result in a claim, please tell **us** as soon as possible. If a crime has been committed, **you** must tell the police;
- Do not admit responsibility or make an offer of payment without talking to **us** first;
- If **you** have any correspondence regarding a claim send it to **us** as soon as **you** can;
- If **you** are being held responsible for causing an injury or damage to **buildings**, **we** may take over and deal with the defence or settlement of any claim in **your** name;
- In the event **we** start recovery proceedings in **your** name, **we** ask that **you** give **us** all the assistance **we** need to do this.

If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the claims conditions, **we** may refuse or withdraw from the claim or reduce the amount of any payment **we** make for the claim.

If **you** have **home** emergency or legal expenses cover please also refer to the claims conditions in those sections.

INFORMATION YOU HAVE GIVEN US:

The information **you** give to **us** is important and **we** use this in setting the terms and premium for this insurance. Occasionally **we** are deliberately or recklessly given false information. If this happens **we** will treat this insurance as if it never existed and decline all claims.

If **you** acted carelessly when giving **us** information, there are a number of things that could happen:

- If **we** provide insurance cover that **we** would not otherwise have offered, **we** will treat this as if it had never existed. If this happens, **we** will give **you** back **your** premium;

GENERAL TERMS THAT APPLY TO THE WHOLE OF THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

- If **we** would have insured **you** on different terms, **we** will amend this insurance retrospectively and apply these amended terms to the claim;
- If **we** would have charged **you** more premium, **we** will proportionally reduce the amount of any claim payment.

If **we** do any of the above, **we** will write to **you** explaining why this is happening. If **you** disagree with what **we** are doing, please tell **us**. If **you** are still not satisfied, **you** may ask the financial ombudsman service to review **your** case without affecting **your** legal rights.

OTHER IMPORTANT NOTICES:

- This **policy** is governed by English law and any disputes will be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated;
- When a claim is made, **we** will only ever pay up to the relevant **amount insured**;
- If a false claim is made, **we** may refuse to pay it or **we** may treat this insurance as if it never existed and **we** will keep the premium;;
- **We** will not pay for the preparation of any claims;
- If there is more than one person named on the **schedule** (known as joint insured), the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you** (i.e each one of **you** cannot recover more than their individual loss).
- **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would have had but for the Contracts (Rights of Third Parties) Act 1999.

GENERAL TERMS THAT APPLY TO THE WHOLE OF THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

EXCESS

The **excess** is listed in each section on **your policy schedule** and, where applicable, in the clauses. This applies to each and every covered loss. In the event **you** have a claim over £10,000 under **your policy**, no **excess** will apply. When appropriate, the vacant **home excess** or **subsidence excess** or special **excess** will apply instead of the basic **excess**; these **excess(es)** are not waived on any covered loss.

If there is a covered loss relating to the **buildings, contents, valuables** and **fine art** sections of the **policy**, in the same **occurrence**, **we** will apply the greater **excess** to the loss.

- Vacant **Home Excess**

The **excess** will be increased to 5% of the sum insured (unless it is already greater) if the **buildings** is vacant for more than 60 consecutive days at the time of a covered loss. This will only apply if **you** did not notify **us** that the **buildings** will be vacant.

- **Subsidence Excess**

If there is a loss due to **subsidence, heave** or **landslip**, an **excess** of £1,000 will apply unless, a higher **excess** already applies.

OTHER INSURANCES

If at the time of an **occurrence** under this **policy** there is any other insurance covering the same loss, damage, accident or liability or any part of such loss, damage, accident or liability, **we** will only pay **our** proportion of the claim.

ASSIGNMENT

You cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

ABANDONING BUILDINGS

You or a **family member** cannot abandon any **buildings** to **us** without **our** prior agreement, or to a third party unless **we** agree.

GENERAL TERMS THAT APPLY TO THE WHOLE OF THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

CARRIER AND BAILEES

We will not make any payments under this **policy** to the benefit of any carrier or other persons holding damaged **buildings** on **your** behalf.

ADDITIONAL LIVING EXPENSES

When your **home** is rendered uninhabitable due to a covered loss to **your buildings** or **contents**, **we** cover the loss of its use for additional living expenses which consists of the below (no **excess** is applicable):

- **Alternative Accommodation:** **we** will pay **your** costs for alternative accommodation if **your home** is rendered uninhabitable following a covered loss. This includes:
 - The cost of comparable accommodation for **you** and **your** domestic pets;
 - Rent which **you** still have to pay as a tenant including ground rent.
- **Loss of rent:** If a part of **your buildings** which is rented to others is rendered uninhabitable because of a covered loss to **your buildings**, **we** will pay rent **you** would have received, including ground rent.
- **Forced evacuation:** If a government or public authority prohibits **you** from living in **your home**, **we** cover the additional costs of comparable accommodation, including accommodation for **your** domestic pets. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this **policy**.

We will not pay for alternative accommodation for more than 3 years or beyond the period necessary to complete repairs and/or reinstatement of the buildings, whichever comes first, or loss of rent due to termination of a lease of agreement.

DAMAGE BY OIL

We cover loss or damage to **your home** caused by the escape of oil from any fixed domestic heating installation at **your home**. **We** also cover the cost of clearing up **pollution or contamination** of land and/or water at **your home**, but only up to £50,000 in a **period of insurance**.

GENERAL TERMS THAT APPLY TO THE WHOLE OF THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS
AND CONDITIONS)

DAMAGE CAUSED BY DOMESTIC PETS

We will pay up to £5,000 per **period of insurance** for damage caused by domestic pets due to chewing, scratching, tearing or fouling.

REWARD

We will pay up to a maximum of £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss. The following are not eligible to receive this reward payment: **you**, a **family member** or the police.

UNLIMITED REPLACEMENT LOCKS

We will pay the cost of replacing locks and keys to any external doors, windows, intruder alarms and safes installed at **your home** if they are lost, damaged or stolen.

There is no **excess** applicable to this cover.

UNLIMITED OIL, GAS AND METERED WATER

We will pay for accidental loss of oil, gas or metered water from **your home** heating, cooking or water system at **your home**.

We will not pay for any loss of metered water if **your home** is **unoccupied**.

GENERAL EXCLUSIONS THAT APPLY TO THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

The following exclusions apply to the whole of this **policy** except sections 5 and 6. These apply in addition to any exclusions stated in each section of **your policy**.

The insurance will not pay for claims related to:

- Alteration;
 - Loss or damage caused by demolition, alteration, extension, repair, or any similar process.
- Coverage provided under another insurance if this **policy** did not exist;
- Cyber;
 - a. **We** will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - the use of or inability to use any application, software, or programme;
 - any computer virus;
 - any computer related hoax relating to i and/or ii above.
 - b. Electronic Data, loss of or damage to any electronic data (for example files or images) wherever it is stored.
 - c. loss, damage, liability, cost or expense caused deliberately or accidentally by an error in computer programming or instructions to the computer.

(This part (b) of this exclusion shall not apply if losses arise from non-malicious cyber-related risk)
- Deliberate actions by any government or public or local authority;
- Directly or Indirectly arising from:
 - Nuclear reaction;
 - Nuclear radiation;
 - Radioactive contamination.
- Directly or Indirectly arising from:
 - Biological or chemical contamination;
 - Any failure in the supply of gas, water, electricity or phone services to **your home**; which is caused by an act of **act of terrorism**.

GENERAL EXCLUSIONS THAT APPLY TO THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

- Disease
 - This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
 - a) infectious or contagious disease;
 - b) any fear or threat of a) above; or
 - c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
- Gradual Deterioration;
 - Loss or damage caused by anything which happens gradually, including smoke, rising damp, wear and tear, gradual deterioration, rust or oxidation, **settlement**, warping or shrinkage, rot, fungus, mould or infestation.
- Loss, damage or liability arising out of a deliberate act by **you** or anyone acting on **your** behalf. This exclusion does not apply to the theft of the insured **contents** or **valuables** by **domestic employees**;
- Loss or damage caused by mechanical or electrical faults or breakdown;
- Loss or damage caused by coastal or river erosion;
- Loss or damage caused by frost;
- Loss or damage caused by misuse, faulty workmanship or design, or the use of unsuitable or faulty materials;
- Loss or damage to aircraft or their parts and accessories.
- Professional Services;
 - Loss or damage caused by or resulting from the process of being professionally repaired, refinished, restored, altered, renovated or cleaned.
- Payment of any claim or the provision of any benefit where doing so will breach any sanction, prohibition or restriction imposed by law or regulation;
- Sonic bangs;
- **Unoccupied**;
 - Loss or damage caused by water leaking from fixed water tanks, apparatus and pipes whilst **your home** is **unoccupied**. This exclusion does not apply if the heating throughout **your home** is maintained at a minimum temperature of 15 degrees centigrade or if **you** shut off and drain fixed water tanks, apparatus and pipes.

GENERAL EXCLUSIONS THAT APPLY TO THE INSURANCE

(EXCEPT SECTIONS 5 AND 6 WHICH HAVE THEIR OWN TERMS AND CONDITIONS)

- Vermin;
 - Loss or damage caused by moths, insects, rats, mice, squirrels, rodents or other vermin.
- War;
 - **We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

SECTION 1 - BUILDINGS COVER

Cover under this section only applies to **your policy** if it is shown on **your policy schedule**.

WHAT IS COVERED

We will pay for physical loss or physical damage to **your buildings** up to the **amount insured** during the **period of insurance** unless stated otherwise in **your policy** or unless an exclusion applies.

SETTLING CLAIMS - HOW WE DEAL WITH YOUR CLAIM

Your policy schedule shows the sum insured for each **building**. The **amount insured** applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

We will pay the cost of rebuilding or repairing the damaged **buildings** including the following and necessary fees and extra expense involved in rebuilding or repairing the **buildings**:

- Fees to architects, surveyors and consulting engineers;
- The cost of clearing the site and making the **buildings** safe; and
- The cost of doing anything required by any government or local authority. This applies only if:
 - **You** received notice of the requirement after the damage happened; and
 - The **buildings** were originally built in line with any government and local authority regulations in force at the time.

Extended Replacement Cost

If **you** have had a **buildings** valuation carried out on **your buildings** within the last 5 years by a valuer, approved by **us** and the amount reflects this valuation, the **buildings** will be insured on an extended replacement basis.

For extended replacement cost to **your buildings**, **we** will pay the rebuilding cost even if this amount is greater than the sum insured shown in **your policy schedule**. This does not apply to Grade I,II* or Grade A listed **buildings**.

SECTION 1 - BUILDINGS COVER

Replacement Cost

For replacement cost to **your buildings**, **we** will pay the rebuilding cost up to the sums insured for **your buildings** as shown in **your policy schedule**, whether or not **you** actively repair, replace or rebuild.

- In the event of any alterations or renovations to **your buildings**, please notify **your intermediary** or **us** as soon as reasonably practicable;
- The new **buildings** sum insured will need to be reflected in **your policy schedule** before the works start to reflect the proper rebuilding cost;
- **You** may apply for extended replacement cost payment basis when the construction is complete, by notifying **your intermediary** or **us**;
- If **you** do not repair, replace or rebuild **your buildings** at the same location, **your** payment basis will be replacement cost;
- If **you** have a partial loss to **your buildings** and do not begin to repair, replace or rebuild the lost or damaged **buildings** within 180 days from the date of loss, **we** will only pay the rebuilding cost, less depreciation.

SECTION 1 - BUILDINGS COVER

ADDITIONAL BUILDINGS COVER

The following covers will apply in **your policy** unless stated otherwise or unless an exclusion applies.

Trace and Access

If water, gas or oil escapes from **your home** heating, cooking or water system, we cover the cost of removing and replacing any part of **your home** necessary to repair **your home** heating, cooking or water system.

We will pay the costs incurred to find and access the point of escape of:

- A domestic heating fuel leak within **your home**, or a water leak from **your** permanent internal plumbing or heating system, which is likely to cause insured damage to **buildings** or **contents**;
- A water leak from the underground service pipes serving **your home** for which **you** are legally responsible outside your home but at the address shown in **your schedule**.

We do not cover loss or damage to the **home** heating, cooking or water system itself. The leak must happen during the **period of insurance**. The most **we** will pay is the amount insured for the **buildings**.

Water Detection Expense

We will reimburse **you** for the expense **you** incurred, up to £500, to install a water leak detection and control system following a covered water damage loss to **your home** within the **period of insurance**. This cover applies only if:

- The amount of the covered water damage loss is £10,000 or more prior to the application of the **excess**;
- The covered water damage loss is caused by a leak or break in a plumbing, heating or air conditioning system; and
- The installation of a water leak detection and control system was the first time such a system was installed in **your home**.

There is no **excess** for this cover.

SECTION 1 - BUILDINGS COVER

These payments do not increase the amount of cover for **your home**. Water leak detection and control system means a system in **your home** that monitors:

- Areas containing plumbing devices, appliances and other outlets for a water leak and if detected, closes the main water supply pipe; or
- Unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply pipe.

Environmental Upgrades

If **we** have agreed **your** claim for physical loss or physical damage under this **policy** and as part of the agreed repair costs **you** decide to install solar panels or a wind turbine power generating system to **your home**, **we** will pay towards the cost of installing such a system.

We will only do this if:

- The heating system at **your home** is physically damaged and such damage is part of the loss or damage **we** have agreed to pay under this section;
- The covered loss **we** have agreed to pay is more than £10,000; and
- At the time of loss, there is no solar panels or wind turbine power generating system installed at **your home**.

The most **we** will pay in total during the **period of insurance** is £5,000 or 10% of the insured cost of repairs to the damaged **buildings**, whichever the lesser.

Fixtures and Fittings - New Acquisitions

We will pay up to £50,000 for loss or damage to newly acquired **fixtures and fittings** which **you** own that are to be installed in **your home**.

We will not pay for any loss or damage to items:

- Left in the open;
- Used for **building works** where the estimated value of the **building works** exceeds £100,000.

We will only do this if **you** tell **us** about the acquisition within 60 days and pay an additional premium.

SECTION 1 - BUILDINGS COVER

Construction Materials

We will cover up to £50,000 for works, materials and supplies owned by **you** on the grounds of **your buildings** for use in the construction, alteration or repair of **your home**.

These payments apply only to a covered loss and they do not increase the amount of cover for **your buildings**.

Temporary Removal

We will pay up to 10% of the **buildings** sum insured at **your home** for physical loss or physical damage to permanent fixtures which have been removed from the **buildings** for up to 60 days provided they are not insured elsewhere.

Fatal Injury

If **you** or a **family member** suffer physical injury as a result of either fire or violent intruders at a covered location shown in **your policy schedule** and those injuries prove fatal within 12 months of the incident first occurring, **we** will pay **you** or a **family member** £50,000 (or less if limited by law).

In respect to sections 1 and 2, 'Fatal injury', the most **we** will pay within the period of insurance is £100,000.

Emergency Access

We will pay up to £2,500 towards the cost of repairs following forcible access to **your home** due to a medical emergency or to mitigate physical loss or physical damage insured by **your policy**.

Energy Expenses

If **we** have agreed to pay **your** claim for physical loss or physical damage to the solar panels attached to **your home** or wind or geothermal power generating systems at the address shown in **your schedule**, **we** will also pay for **you** to purchase additional electrical power from a utility company for the duration of time necessary to repair or replace **your** solar panels or wind turbines.

SECTION 1 - BUILDINGS COVER

We will not pay if **you** do not begin to repair or replace **your** solar panels, wind or geothermal power generating system within 60 days from the date of the loss. The maximum amount **we** will pay is £10,000 in total for each **occurrence**.

Alternative Water Expenses

If a covered loss to **your** alternative water system makes it necessary for **you** to purchase replacement water for residential watering of the grounds of **your home**, **we** cover the increase in these water expenses for the amount of time required to repair or replace **your** alternative water system. However, **we** do not cover this increase if the covered loss is only to the alternative water system's sprinkler heads.

Alternative water system means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of **your home** to supply or reuse non-potable, untreated or partially treated **home** waste water, ground water or rain water for residential watering of the grounds of **your home** in accordance with **your** local building regulations. An alternative water system does not include a water well.

Energy Income

If **we** have agreed to pay **your** claim for physical loss or physical damage to the solar panels attached to **your home** or wind or geothermal power generating system at the address shown in **your schedule**, **we** will also pay **you** for the loss of income which would have been payable to **you** from **your** energy supplier had such a loss not occurred.

The most **we** will pay in total for each incident of loss is £25,000.

We will not pay if **you** do not begin to repair or replace **your** solar panels, wind or geothermal power generating systems within 60 days from the date of the loss.

Emergency Power Cover

If following a covered loss caused by storm or flood **your home** is without power for a period in excess of 24 hours, **we** will reimburse **you** for the cost **you** incurred, up to £1,000, to hire a generator system.

Generator system means a generator that can supply backup electricity to maintain essential services for **your home** when there is a loss of electrical power.

SECTION 1 - BUILDINGS COVER

Essential Alterations

We will pay up to £100,000 towards the cost of and necessary alterations to **your home** to enable **you** to live there unassisted if **you** become permanently physically disabled as a result of a sudden and unforeseen accident during the **period of insurance**.

We will only do this if:

- **We** agree to the alterations and **our** contribution towards them before the alterations are carried out; and
- **You** allow a medical adviser chosen by **us** to examine **you** and to see all medical records, if **we** consider it necessary.

For the purposes of this additional cover;

- The definition of “**you**” does not include **domestic employees** who live in **your home**;
- Permanently physically disabled means:
 - that **you** have permanently lost all use of a complete arm, hand, foot, or leg;
 - or
 - that **you** are registered blind.

Fly Tipping

We will pay up to £50,000 in total during the **period of insurance** to cover the and necessary costs incurred by **you** in removing rubbish and waste material which has been deposited on **your** land at the address shown in **your schedule** without **your** permission.

SECTION 1 - BUILDINGS COVER

Gardens

We will pay to restore **your** garden only if it is damaged by:

- Fire;
- Lightning;
- Collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or
- Theft or vandalism.

We will not pay more than £2,500 to remove, replace any one tree, shrub, or plant. **We** will pay up to a total of 10% of the sum insured for **your home** at the location at which the loss occurs.

Land

Following a covered loss, **we** will pay up to 10% of the amount of the covered loss for any related stabilisation, excavation or replacement of land under or around the **buildings**.

Memorial Stones

We will pay up to £2,500 for loss or damage to a stone or plaque in the memorial of **your** parent spouse, partner or child, occurring in the **United Kingdom**.

Tenants Improvements

This cover only applies if **you** or a **family member** are a tenant or a leaseholder. **We** cover the **building** additions, alterations, fixtures, improvements, and installations which **you** own or are responsible for at **your property**. For a covered loss to these improvements, **we** will pay up to the amount shown in **your policy schedule** under **tenants' improvements**.

SECTION 1 - BUILDINGS COVER

BUILDINGS EXCLUSIONS

The following exclusions apply to the **buildings** section of this **policy** in addition to the general exclusions. The insurance will not pay for:

- **Building works;**
 - Loss or damage caused by or resulting from **building works** where the estimated value of the **building works** exceeds £100,000.
- Humidity;
 - Loss or damage caused by dryness or humidity, being exposed to light or extreme temperature, unless the loss or damage is caused by fire or by frost to water or water leaking from fixed water tanks, apparatus and pipes.
- Maintenance;
 - The cost of maintenance or routine redecoration.
- **Pollution or contamination;**
 - Loss or damage caused by storm or flood to gates, hedges, fences or wind turbines. This exclusion does not apply to damage caused by falling trees or to the cost of removing a fallen tree in order to carry out any repairs to gates, fences or wind turbines damaged by fallen trees.
- Structural Movement;
 - **We** do not cover any loss or damage caused by the movement of **your home** or **outbuildings**, unless caused by **subsidence**, **heave** or **landslip**.
- **Subsidence, heave or landslip;**
 - To domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main **home** is also physically damaged at the same time; or
 - To solid floors unless the load bearing walls are physically damaged at the same time.
- **Unfurnished;**
 - Loss or damage while **your home** is **unfurnished** unless the damage is caused by fire, lightning or explosion.

SECTION 2 - CONTENTS COVER

Cover under this section only applies to **your policy** if it is shown on **your policy schedule**.

WHAT IS COVERED

All risks of physical loss to **your contents** anywhere in the world unless stated otherwise in **your policy** or an exclusion applies.

SETTLING CLAIMS - HOW WE DEAL WITH YOUR CLAIM

Your policy schedule shows the sum insured for **contents** at each **building**. To reduce the possibility of being underinsured, **you** should periodically review **your** sum insured for **contents** and request an increase if **you** feel the sum insured is insufficient.

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost as follows:

- **Extended replacement cost:** If the replacement cost exceeds the sum insured shown in **your policy schedule**, **we** will pay up to 25% more than the sum insured if necessary, for the replacement cost.

Extended replacement cost is provided on the condition that **you** maintain at least the sum insured for **your contents** as previously agreed, including any adjustments by **us** based on appraisals, re-evaluations and annual adjustments for inflation.

- **Replacement cost:** The full cost to replace the **contents** without deduction for wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

However, for **contents** which are obsolete or unusable for the purpose for which they were originally intended because of their age or condition, the payment basis will be actual cash value.

- **Actual cash value:** The cost to replace the **contents** less wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

SECTION 2 - CONTENTS COVER

At your residence

If the covered loss takes place at **your** residence(s), **we** will pay up to the sum insured, for each **occurrence**.

Away from your residence

If the covered loss takes place away from any residence **you** own or live at, **we** will choose the single listed location on which the payment is to be made for each **occurrence**, based upon the most favourable combination of the following:

- Amount of **contents** cover;
- Payment basis.

Regardless of the number of policies providing **you** with **contents** coverage, payment will be made based only on this chosen location and will not be made under more than one **policy**.

At a residence not listed in this policy

If the covered loss takes place at a residence **you** or a **family member** own or live at which does not have **contents** cover listed in **your policy schedule**, or at a nursing or residential care **home** where **your** parents or grandparents are resident, **we** will pay up to 10% of the highest amount of **contents** cover in this **policy** for each occurrence. However, **contents** in a newly-acquired principal residence are not subject to this limitation for the 60 days immediately after **you** begin to move **your contents** there. In either case, **we** will choose the single listed location in **your policy schedule** on which the payment is to be made, based upon the most favourable combination of the following:

- Amount of **contents** cover;
- Payment basis.

Regardless of the number of policies providing **you** with **contents** coverage, payment will be made based only on this chosen location and will not be made under more than one **policy**.

SECTION 2 - CONTENTS COVER

Pairs, sets and units

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever of the following is least:

- The cost to repair the damaged item to its condition before the loss;
- The cost to replace it;
- The cost to make up the difference between its market value before and after the loss; or
- The amount of cover for that pair, set or unit.

However, if **you** surrender the undamaged article(s) of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit.

SECTION 2 - CONTENTS COVER

ADDITIONAL CONTENTS COVER

The following covers will apply in **your policy** unless stated otherwise or unless an exclusion applies.

Business Equipment and Stock

We cover up to £25,000 for a covered loss to business equipment and stock at your home. Business equipment and stock means furnishings, supplies and equipment used to conduct **your** business at **your** residence.

Additional cover for business equipment and stock at your home may be purchased separately and any additional cover will be shown on **your** policy schedule.

Outdoor Items

We will pay a maximum amount of up to £100,000 for outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments.

Freezer Contents

We will pay up to the **amount insured** for **contents** for the costs involved in replacing the **contents** of **your** domestic freezer or refrigerator at **your** residence caused by a rise or fall in temperature. **We** do not cover such a loss when caused by the deliberate act of any power supply authority or the withholding or restricting of power by such an authority. This cover is not subject to an **excess**.

Home Upgrades

If **we** have agreed **your** claim for physical loss or physical damage caused by the escape of water or flood, **we** will also pay towards the cost of improvements intended to mitigate or prevent a future **occurrence** of the same loss. **We** will only do this if the covered loss **we** have agreed to pay is more than £10,000.

The most **we** will pay for each incident of loss is £5,000 or 10% of the insured cost or repairs to the damaged **buildings**, whichever is the lesser.

We will not pay for **home** upgrades under this section if **we** pay for **home** upgrades under section 1 of this **policy** as a result of the same incident.

SECTION 2 - CONTENTS COVER

Information Replacement

We will pay up to £5,000 in total for the retrieval or replacement of lost personal or business data as a result of a covered loss to a personal computer, portable computing device, digital audio and/or visual device or software that **you** own or lease.

Marquees

We will pay up to £50,000 for physical loss or physical damage to marquees and associated lighting, heating, equipment and furnishings that **you** hire temporarily and for which **you** are legally responsible, whilst at **your home**.

We will not pay for any physical loss or physical damage to items insured elsewhere or provide coverage during the erection of the marquee.

Money and Bank Cards

Your money and **bank cards** are insured against physical loss and physical damage covered under this section which happens during the **period of insurance**. **We** will pay any amounts which **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen, provided **you** follow all the terms under which the **bank cards** were issued.

The most **we** will pay for **bank cards**, including unauthorised use, in total for each time **your bank cards** are lost or stolen is £50,000.

The most **we** will pay for **money** in total for each incident of loss is £10,000.

Papers

Your papers are insured against physical loss and physical damage covered under this section which happens during the **period of insurance**. The most **we** will pay for **papers** in total for each incident of loss is £10,000.

New Possessions

We will pay up to 25% of the **contents amount insured** at **your home** for physical loss or physical damage to **your** newly acquired **contents**.

We will only do this if **you** tell **us** about the new possession within 90 days of acquisition and pay an additional premium.

SECTION 2 - CONTENTS COVER

Possessions of Visitors

We will pay for the physical loss or physical damage to personal and **domestic employees contents** whilst in **your home** belonging to **your domestic employees** and **your** visitors. The most **we** will pay is the **amount insured** for **contents** or any relevant specific limit.

Possessions of Relatives

We will pay for physical loss or physical damage to personal **contents** belonging to **your** parents or **your** grandparents, who are resident in a nursing home or residential care.

We will not pay for any **contents** insured elsewhere or any loss of **money**.

Fatal Injury

If **you** or a **family member** suffer physical injury as a result of either fire or violent intruders at a covered location shown in **your policy schedule** and those injuries prove fatal within 12 months of the incident first occurring, **we** will pay **you** or a **family member** £50,000 (or less if limited by law).

In respect to sections 1 and 2, 'Fatal injury', the most **we** will pay within the period of insurance is £100,000.

Motorised Vehicle

We cover loss or damage in respect of a covered loss to:

- Motorised vehicle with an engine capacity of 51cc or less;
- Quad bikes, golf carts, garden machinery used solely for domestic purposes;
- Vehicles used to assist the disabled.

The above are only covered when used within the grounds of a home listed on **your schedule**, used solely for domestic purposes and not registered for road use.

We will pay up to £10,000 in total in respect of a covered loss to a motorised vehicle as described above.

SECTION 2 - CONTENTS COVER

Items in Storage

We will pay for a covered loss to **your contents** stored in a commercial storage unit. The most **we** will pay is 10% of the **contents** sum insured shown on **your schedule**.

Students Possessions

We will pay up to the sum insured for **contents** shown in **your schedule** in respect of loss or damage to a **family member's** possessions whilst living away from **home** in full time education. **We** will pay up to a maximum of £5,000 for any one item, set or collection.

Tenants Improvements

This cover only applies if **you** or a **family member** are a tenant or leaseholder. **We** cover the building additions, alterations, fixtures, improvements, and installations which **you** own or are responsible for at **your** property. For a covered loss to these improvements, **we** will pay up to the amount shown in **your policy schedule** under **tenants' improvements**, subject to the tenant's/leaseholder's full compliance of the terms and conditions of the lease/tenancy agreement in respect of such alteration/modifications/additions/changes.

Unlimited Tenants' Trace and Access

If water, gas or oil escapes from **your** property heating, cooking or water system, **we** cover the cost of removing and replacing any part of **your tenants' improvements** necessary to repair **your** property heating, cooking or water system. **We** do not cover loss to **your** household heating, cooking or water system itself, subject to the tenant's/leaseholder's full compliance of the terms and conditions of the lease/tenancy agreement in respect of such alteration/modifications/additions/changes.

SECTION 2 - CONTENTS COVER

Garden

We will pay to restore **your** garden only if it is damaged by:

- Fire;
- Lightning;
- Collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or
- Theft or vandalism.

We will not pay more than £2,500 to remove, replace any one tree, shrub, or plant. **We** will pay up to a total of 10% of the sum insured for **your home** at the location at which the loss occurs.

Trailers and Caravans

Trailers and caravans are covered when used within the grounds of a residence listed on **your schedule**, used solely for domestic purposes and not registered for road use. The maximum amount **we** will pay for a covered loss to a trailer or caravan is £10,000 per **occurrence**.

Watercraft

We cover **watercraft** and their accessories. The maximum **we** will pay is £10,000 per **occurrence** within the **period of insurance**.

SECTION 2 - CONTENTS COVER

CONTENTS EXCLUSIONS

The following exclusions apply to the **contents** section of this **policy** in addition to the general exclusions. The insurance will not pay for:

- Any loss or damage to animals, birds or fish;
- Articles used for profit;
 - **We** do not cover any loss or damage to musical instruments, cameras, or related equipment used for profit, **your** business or any professional activity.
- Business property;
 - **We** do not cover any loss or damage to business property unless it is business equipment and stock covered under section 2.
- Cleaning and renovations;
 - **We** do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating.
- **Domestic employees;**
 - Loss or damage to any **contents** belonging to visitors and **domestic employees** that is insured elsewhere.
- Goods and services;
 - Any loss by **you** not receiving goods or services **you** have paid for.
- Humidity;
 - Loss or damage caused by dryness or humidity, being exposed to light or extreme temperature, unless the loss or damage is caused by fire or by frost to water or water leaking from fixed water tanks, apparatus and pipes.
- Items in storage;
 - Other than where provided under section 2 for items in storage, **we** do not cover any loss or damage to any items in storage.

SECTION 2 - CONTENTS COVER

- Lottery tickets and winnings;
 - **We** do not cover any loss or damage to lottery tickets and lottery winnings.
- Maintenance;
 - The cost of maintenance or routine redecoration.
- Misappropriation;
 - **We** do not cover any loss or damage to **contents** caused by the taking or other misappropriation of **contents** from **you** or a **family member** by **your** spouse or by another **family member**. But **we** do cover loss to **contents** by a **domestic employee**.
- Motor parts and accessories;
 - **We** do not cover any loss or damage to motor vehicle parts or accessories.
- Motorised vehicles;
 - Other than provided under section 2 for motorised vehicles, **we** do not cover any loss or damage to any motorised vehicle.
- Outdoor items;
 - Other than provided under section 2 for outdoor items, **we** do not cover any loss or damage to outdoor items.
- Papers, money and bank cards;
 - Other than provided under section 2 for papers, money and bank cards, **we** do not cover any loss or damage to papers, money and bank cards.
- **Pollution or contamination;**
- Tenants property;
 - **We** do not cover any loss or damage to property of **your** tenants.
- Theft of any permanently installed electronic equipment from a motorised vehicle. **We** do not cover any theft, attempted theft, or damage including:
 - Sound reproducing, receiving or transmitting equipment;
 - Equipment to view visual recordings;
 - Game consoles and their accessories;
 - Equipment for transmitting or reproducing print or still pictures;
 - Data processing equipment;

SECTION 2 - CONTENTS COVER

- Global positioning and navigational systems;
or any other similar equipment, including their accessories and antennas from a motorised land vehicle if the equipment is permanently installed in the motorised land vehicle or removable from a housing unit which is permanently installed in the motorised land vehicle.
- Trailers and caravans;
 - Other than provided under section 2 for trailers and caravans, **we** do not cover any loss or damage to trailers and caravans.
- Transported goods;
 - Loss or damage to an item being transported unless it is adequately packed, secured, given the nature of the item and how it is transported.
- **Watercraft;**
 - Other than provided under section 2 for watercraft, **we** do not cover any loss or damage caused by the sinking, swamping, stranding, or collision of a **watercraft** or its trailer, equipment, or outboard motor.

SECTION 3 - VALUABLES AND FINE ART

Cover under this section only applies to **your policy** if it is shown on **your policy schedule**.

WHAT IS COVERED

A covered loss includes all risks of physical loss to **your valuables** and **fine art** anywhere in the world unless stated otherwise in **your policy** or if an exclusion applies.

SETTLING CLAIMS - HOW WE DEAL WITH YOUR CLAIM

Specified Cover

Specified items individually listed in a specification held or agreed by **us** will follow the below:

- If the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item;
- If **we** repair a damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the value shown for that item in the specification;
- If the item is lost or destroyed, **we** will pay the value shown for that item in the specification;
- If a **valuable** item or item of **fine art** has had a professional valuation carried out within the last three years and the value in the specification held by **us** or **your intermediary** reflect this valuation, **we** agree to insure these items on an increased value basis. This means that **we** will pay the value of the item at the time of the loss even if it is more than the value shown for that item in the specification. The most **we** will pay for **valuables** or **fine art** is an additional 25% of the value shown for that item in the specification held by **us** or **your intermediary**. In no event will we pay more than an additional £100,000 in total for each **occurrence**.

Unspecified cover

For a covered loss to an unspecified article listed in **your policy schedule**, **we** will pay the amount required to repair, replace or restore the **valuables** or **fine art**, whichever is less, without deduction for wear and tear. If the restored value is less than the market value immediately prior to the loss, **we** will pay the difference, but **we** will not pay more than the amount of unspecified cover for that category of **valuables** or **fine art** listed in **your policy schedule** and **we** will not pay more than the unspecified limit per item, pair or set for loss to any one item.

SECTION 3 - VALUABLES AND FINE ART

Full payment

If **we** pay the full amount for an item, pair or set, **we** will then have the right to take possession of the item, pair or set.

Pairs, sets and units

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever of the following is least:

- The cost to repair the damaged item to its condition before the loss;
- The cost to replace it;
- The cost to make up the difference between its market value before and after the loss; or
- The amount of cover for that pair, set or unit.

However, if **you** surrender the undamaged article(s) of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit.

In-bank valuables

Valuables described in **your policy schedule** as in the bank must be kept in a bank vault. There is no cover for in-bank **valuables** whilst not held in a bank vault unless **we** agree in advance to cover those articles.

In-safe valuables

Valuables described in **your policy schedule** as in the safe must be kept in a safe. There is no cover for in-safe **valuables** whilst not held in a safe unless **we** agree in advance to cover those articles.

SECTION 3 - VALUABLES AND FINE ART

ADDITIONAL VALUABLES AND FINE ART COVER

The following covers will apply in **your policy** unless stated otherwise or unless an exclusion applies.

Newly-acquired Possessions

We automatically cover newly-acquired **valuables** and **fine art** provided they are specified, in **your policy schedule**, in that category.

Fine art: **We** cover **your** newly-acquired **fine art** for 25% of **your** total specified sum insured for the **fine arts** up to £1,000,000. **You** must request for cover for the newly-acquired articles 90 days after **you** acquire them and pay **us** the additional premium from the date acquired.

Valuables: **We** cover **your** newly-acquired **valuables** for 25% of **your** total specified sum insured, up to £250,000. **You** must request for cover for the newly-acquired articles 90 days after **you** acquire them and pay **us** the additional premium from the date acquired.

Defective Title

We will pay **you** the amount **you** paid for an item of **fine art**, if during the **period of insurance** it is proved that **you** do not have good title to that item which was purchased by **you** in good faith and which **you** are legally obliged to return to its rightful owner. **We** will only do this if:

- **You** purchased the item during the period the **fine art** has been insured with **us**; and
- **You** made enquiries about the item's provenance before **you** purchased it.

The most **we** will pay in total during the **period of insurance** is £100,000.

Defective Title Legal Cost

We will pay the legal costs **you** incur due to claims made against **you** for defective title or lack of title of a specified articles of **fine art** under this **policy**, of which **you** were not aware, with prior notice to **us** before incurring any fees or expenses. The most **we** will pay for all claims for defective title legal costs during the **period of insurance** regardless of the number of claims or the number of articles is £10,000.

Defective title legal cost cover only applies to claims made against **you** and reported to **us** during the **period of insurance**.

SECTION 3 - VALUABLES AND FINE ART

Death of the Artist

Following a covered loss to an item of specified **fine art** on **your schedule**, **we** will pay up to 200% of the **amount insured** for that item shown on **your schedule** if its value has increased due to the death of the artist during the **period of insurance**. If the value of the item prior to the death of the artist was below the limit requiring **you** to specify it within this **policy** then **we** will pay up to 200% of the value of the item immediately prior to the death of the artist.

Works in Progress

We cover incomplete works of **fine art** or items of **valuables** by an artist commissioned by **you** that are damaged or destroyed by a covered peril under this **policy** prior to completion or which cannot be completed by the artist due to the artist's death. **We** will pay for the costs **you** incurred for the materials or supplies for the artist and the contracted costs for labour up to £100,000 but no more than the amount of non-recoverable deposits or the full commission price if prepaid. This is the most **we** will pay regardless of the number of policies providing **you** with coverage for **valuables** or **fine art**.

Temporary Cover for Fine Art and Valuables

We cover items of **valuables** and **fine art** that are loaned to **you**, or borrowed by **you**, up to seven days from the commencement of the loan or borrowing period, up to a maximum of 25% of **your** total specified sum insured in the same category of valuable articles, or £250,000 for **fine art** and £50,000 for **valuables**, whichever is the lesser amount.

SECTION 3 - VALUABLES AND FINE ART

VALUABLES AND FINE ART EXCLUSIONS

The following exclusions apply to the **valuables** and **fine art** section of this **policy** in addition to the general exclusions. The insurance will not pay for:

- Additional exclusions for collectibles;
 - **We** do not cover any loss or damage to collectibles caused by:
 - Fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
 - Use other than as a collectible.
- Additional exclusions for stamps and coins;
 - **We** do not cover any loss or damage to stamps or coins caused by
 - Fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
 - Handling or being worked on.
 - **We** also do not cover the disappearance of an individual stamp, coin, or other article that is insured as part of a collection unless it is mounted in a volume and the page is also lost.
- Articles used for profit;
 - **We** do not cover any loss or damage to musical instruments, cameras, or related equipment used for profit, **your** business or any professional activity.
- Cleaning and renovations;
 - **We** do not cover any loss or damage caused by the process of cleaning, repairing, refinishing, dyeing, alteration, restoration, reframing, retouching or renovating unless a restorer is working under **our** written instruction.
- Cyber Exclusion (Targeted Cyber Attack Write-Back)

This clause excludes all losses arising from cyber, other than when a malicious cyber attack is targeted solely at the Insured or their property.

 - 1 Subject to paragraphs 2, 3 and 5 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:
 - 1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
 - 1.2 The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

SECTION 3 - VALUABLES AND FINE ART

- 2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any tangible weapon or missile.
 - 3 It is understood and agreed that paragraph 1 shall not apply to an otherwise covered physical loss of or physical damage to the property insured caused by a Targeted Cyber Attack. The burden of proving cover under this write-back shall be on the Insured.
 - 4 For the purpose of paragraph 3, Targeted Cyber Attack means the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system where the motive is to inflict harm solely on (or upon) the Insured or the Insured's property.
 - 5 Property insured by this **policy** does not include electronic data, unless and to the extent that this is expressly stated otherwise elsewhere in this **policy**.
- Defective title and Defective title legal cost coverages do not apply to:
 - Defective title or lack of title that was known to **you** prior to taking possession of the article or could have been discovered by **you** by making proper enquiries regarding the article's provenance before receiving it;
 - An article that has been sold;
 - Any debt incurred by **you** from a pledge or security interest in the article;
- or
- Arising from **your** bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.

SECTION 3 - VALUABLES AND FINE ART

- **Domestic Employees**
 - Loss or damage to any **valuables** or **fine art** belonging to visitors and **domestic employees** that is insured elsewhere.
- Goods and services;
 - Any loss by **you** not receiving goods or services **you** have paid for.
- Humidity;
 - Loss or damage caused by dryness or humidity, being exposed to light or extreme temperature, unless the loss or damage is caused by fire or by frost to water or water leaking from fixed water tanks, apparatus and pipes.
- Maintenance;
 - The cost of maintenance or routine redecoration.
- Misappropriation;
 - **We** do not cover any loss or damage to **valuables** or **fine art** caused by the taking or other misappropriation of **valuables** or **fine art** from **you** or a **family member** by **your** spouse or by another **family member**. But **we** do cover loss to **valuables** or **fine art** by a **domestic employee**.
- **Pollution or contamination;**
- Transported goods;
 - Loss or damage to an item being transported unless it is adequately packed, secured, given the nature of the item and how it is transported.

SECTION 4 - LIABILITY

Cover under this section only applies to **your policy** if it is shown on **your policy schedule**.

Your liability as owner of **your buildings** and its land is only covered if **you** have a **buildings** sum insured for **your** home shown on **your schedule**.

WHAT IS COVERED

We will cover **you** against any claim for compensation which **you** legally have to pay following an accident which happens during the **period of insurance** anywhere in the world.

HOW WE WILL PAY

Limit of Liability:

The sum insured for liability is shown in **your policy schedule**. **We** will pay on **your** behalf up to that amount for covered damages from any one **occurrence** regardless of how many claims, homes or people are involved in the **occurrence**. Costs **we** pay under defence cover are in addition to the sum insured.

Defence Cover:

We will pay legal defence costs and legal expenses incurred by a covered person with **our** prior written consent. In jurisdictions where **we** may be prevented by local law from carrying out these legal defence covers, **we** will pay only those legal defence expenses that **we** agree in writing to pay and that are incurred by **you**.

Property owners liability

We will pay up to the **amount insured** for damages **you** are legally liable to pay as owner of **your buildings** and its land for **bodily injury** or property damage, unless stated otherwise in **your policy** or unless an exclusion applies.

Personal liability

We will pay up to the **amount insured** for damages **you** are legally liable to pay for **bodily injury** or property damage that occurs anywhere in the world unless stated otherwise in **your policy** or unless an exclusion applies.

SECTION 4 - LIABILITY

Occupiers liability

We will pay up to the **amount insured** for damages **you** are legally liable to pay as occupier of **your buildings** for **bodily injury** or property damage unless stated otherwise in **your policy** or unless an exclusion applies.

Domestic employer's liability

We will pay up to the **amount insured** for damages **you** are legally liable to pay for all covered claims in respect of one incident for **bodily injury** to any **domestic employee**.

This cover arises at any of **your** residences listed on **your policy schedule** or if **you** are temporarily visiting elsewhere in the world.

The most **we** will pay for any one accident or claim is the **amount insured**.

All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

ADDITIONAL LIABILITY COVER

The following covers will apply in **your policy** unless stated otherwise or unless an exclusion applies.

Defective Premises Liability

We will pay up to the amount insured for damages **you** are 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 an accident in any previous **home** which **you** occupied before **you** sold it or gave it away. **We** will only do this if the accident happens during the **period of insurance**.

We will not pay for the cost of putting right any fault or alleged fault.

Defence Costs

We will pay legal costs and expenses which **you** incur to defend the claim provided that **we** have agreed to these in advance. Payments under this cover are in addition to the limit of liability shown in each section.

SECTION 4 - LIABILITY

Hole In One Cover

We will pay up to £500 for expenses incurred in the event of **you** achieving a “hole in one” during an official golf competition. The score cards and certificate from **your** club or competition secretary must be submitted to **us** in the event of a claim.

Liability as a Tenant

Liability as a tenant is only covered if **you** have a **contents** sum insured for **your home** under this **policy**.

We will pay up to the **amount insured** for damages **you** are legally liable to pay because of **your** tenancy of the **home** or any **buildings** occupied as student accommodation by **you** following a loss or damage that would be insured under the **buildings** cover of this **policy**, regardless of whether the **buildings** are insured under **your policy**.

Sponsorship Protection

We will pay up to £2,500 to a charity or other non-profit making organisation if **you** are unable to participate in an event for which **you** have been sponsored due to an accident or illness, if the sponsors do not pay their sponsorship donation.

SECTION 4 - LIABILITY

LIABILITY EXCLUSIONS

The following exclusions apply to the **liability** section of this **policy** in addition to the general exclusions. The insurance will not pay for:

- Aircraft;
 - Any damages arising from the ownership, possession, use, maintenance, loading or unloading of any aircraft.
- Bodily injury to **you**;
 - Any damages for bodily injury to **you**.
- **Building works**;
 - Any **damages** arising from **building works** where the estimated value of the **building works** exceeds £100,000.
- Business activities;
 - Any damages arising from a business activity carried out by **you** other than damages arising from;
 - The ownership, possession or use of **your home** being rented to others;
 - **Home office business** at **your home**;
 - **Incidental farming**;

Unless stated otherwise in **your policy** or unless any exclusion applies.
- Communicable disease;
 - Any damages arising directly or indirectly from the transmission of any communicable illness, disease or virus however transmitted.
- Contractual liability;
 - Any damages arising from a contract or agreement (other than **your** liability as a tenant), whether written or not, which imposes a liability which could not have existed without the contract or agreement.
- Dangerous dogs;
 - Any damages arising from the ownership, possession or use of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.

SECTION 4 - LIABILITY

- Jurisdiction;
 - Any damages arising from any judgement or award given or made outside the courts of the United Kingdom or a member of the European Union.
- Libel, slander or defamation;
 - Any damages arising from libel, slander or defamation.
- **Motorised vehicle;**
 - Any damages arising from the ownership, possession or use of any motorised land vehicles other than any:

- Motorised vehicle with any engine capacity of 51cc or less;
- Quad bikes, golf carts, garden machinery used solely for domestic purposes;
- Vehicles used to assist the disabled.

We will not pay for any incident which occurs away from the grounds of **your home**.

We will not pay for any damages arising from the ownership, possession, or use of any vehicle which is required to be registered for use on a public highway.

- Property in **your** care;
 - Any damages for property which **you** own, is held in trust by **you** or is in **your** custody or control (other than your liability as a tenant).
- Punitive damages;
 - Any punitive fines, penalties or damages.
- The ownership, possession or use of **your home** being rented to others;
- Unlicensed firearms;
 - Any damages arising from the ownership, possession, or use of any unlicensed firearm.
- **Watercraft**
 - **We** do not cover damages arising out of the ownership, maintenance, possession or use of any **watercraft** which are over 12 feet or 3.6 metres in length, or with more than 50 horsepower.

SECTION 5 - FAMILY LEGAL SOLUTIONS

Cover under this section only applies to **your policy** if it is shown on **your policy schedule**.

ARAG plc is authorised to administer this insurance on behalf of the **insurer** AmTrust Europe Limited.

Head and Registered Office: ARAG House, 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England number 02585818. The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

HELPLINES

Legal and Tax Advice

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.

If **you** have a legal or tax problem **we** recommend that you call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law or personal tax matters within the UK.

Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

You can get advice by calling **+44 (0) 330 30 31 456**.

SECTION 5 - FAMILY LEGAL SOLUTIONS

Identity Theft Advice and Resolution Service

This helpline provides advice to help **you** keep **your** identity secure. If **you** suspect **you** are a victim of identity theft, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties.

The service is available 8am to 8pm seven days a week.

You can get advice by calling **+44 (0) 333 000 2083**.

Consumer Legal Services

Register today at: **www.araglegal.co.uk** and enter the voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters.

WHAT IS COVERED

Following an Insured event the **insurer** will pay the **insured's legal costs and expenses** up to £100,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

- The **insured** keeps to the terms of this section and co-operates fully with **us**;
- The Insured event happens within the **territorial limit**;
- The claim
 - always has **reasonable prospects of success**;
 - is reported to **us**
 - during the **period of insurance**; and
 - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim;
- Unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - to be heard by the **small claims court** and/or
 - before proceedings have been or need to be issued;
- 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 the **insured's** fully completed claim form.

SECTION 5 - FAMILY LEGAL SOLUTIONS

INSURED EVENTS PART A - LIFESTYLE

Employment

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

We will not cover any claim relating to:

- a dispute arising solely from personal injury;
- defending the **insured** other than defending an appeal;
- **legal costs and expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal;
- an **insured's** employer or ex-employer's pension scheme;
- a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under this section.

SECTION 5 - FAMILY LEGAL SOLUTIONS

Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- buying or hiring consumer goods or services (including a vehicle);
- privately selling goods (including a vehicle);
- buying or selling **your** main **home** or a residence used, or to be used, as a second home;
- renting **your** main **home** as a tenant;
- the occupation of **your** main home under a lease.

We will not cover any claim relating to:

- disputes with tenants or leasees where the **insured** is the landlord or lessor;
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments;
- the **insured's** business, venture for gain, profession or employment;
- a settlement due under an insurance policy;
- construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

Property

A dispute relating to visible property which the **insured** owns following

- an event which causes physical damage to the **insured's** visible property including **your home or your** residence used as a second home;
- a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

We will not cover any claim relating to:

- the first £250 of any claim arising from a public or private nuisance or trespass - this is payable by the **insured** as soon as **we** accept the claim;
- a contract entered into by an **insured**;
- any building or land other than **your home** or a residence used by **you** as a second home;
- a motor vehicle;
- the compulsory purchase of, or demolition, restrictions, controls or permissions

SECTION 5 - FAMILY LEGAL SOLUTIONS

placed on **your** property by any government, local or public authority;

- defending any dispute arising from property damage other than defending a counter claim or an appeal;
- a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

Personal injury

A sudden event directly causing the **insured** physical bodily injury or death.

We will not cover any claim relating to:

- a condition, illness or disease which develops gradually over time;
- mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body;
- defending any dispute other than an appeal.

Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

We will not cover any claim relating to:

- a contract dispute;
- defending any dispute other than an appeal.

Tax

A formal enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

We will not cover any claim relating to:

- tax returns where HM Revenue & Customs impose a penalty or which contain careless and/or deliberate misstatements;
- a **business** or venture for gain of the **insured** (other than in respect of their employment);
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements;
- any enquiry that concerns assets, monies or wealth outside of Great Britain

SECTION 5 - FAMILY LEGAL SOLUTIONS

and Northern Ireland;

- an investigation by the Fraud Investigation Service of HM Revenue & Customs.

Legal defence

- Work

An alleged act or omission of the **insured** that arises from their work as an employee and results in:

- the **insured** being interviewed by the police or others with the power to prosecute;
- a prosecution being brought against the **insured** in a court of criminal jurisdiction;
- civil proceedings being brought against the **insured** under unfair discrimination laws.

- Motor

A motoring prosecution being brought against the **insured**.

- Other

A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

We will not cover any claim relating to:

- owning a vehicle or driving without motor insurance or driving without a valid driving licence;
- a parking offence.

Loss of earnings

The **insured's** 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.

We will not cover any claim relating to:

- loss of earnings in excess of £2,000;
- any sum which can be recovered from the court or tribunal.

SECTION 5 - FAMILY LEGAL SOLUTIONS

Identity theft

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes provided the **insured** contacts **our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

The **insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

Disputes with domestic employees

A dispute with **your domestic employee** that arises from:

- their dismissal by **you**;
- the terms of a contract of service or service occupancy agreement between **you** and **your domestic employee**;
- an alleged breach of **your domestic employee's** legal rights under employment laws.

We will not cover any claim relating to:

- disciplinary hearings or internal grievance procedures;
- personal injury;
- **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.

Planning appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that:

- a) **you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application; and
- b) **you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

SECTION 5 - FAMILY LEGAL SOLUTIONS

We will not cover any claim relating to:

- **legal costs and expenses** in excess of £10,000;
- an appeal against the refusal of planning permission to develop land or property for business or commercial purposes, other than for private residential letting.

School admission appeals

An appeal against a decision by the relevant admission authority to refuse **your** child admission to the school of **your** choice.

We will not cover any claim relating to:

- **legal costs and expenses** in excess of £10,000.

SECTION 5 - FAMILY LEGAL SOLUTIONS

INSURED EVENTS PART B - LANDLORDS

You are covered for up to five let properties. Third Party contract rights shall extend to any person or business appointed as **your** agent to manage the letting of **your let property**.

Repossession

Cover to pursue **your** legal rights to repossess **your let property** that **you** have let under a **tenancy agreement** provided **you** have:

- a) demanded rent in writing from **your** tenant as soon as it is overdue and can provide evidence of this;
- b) given the tenant the correct notices for the repossession of **your let property**;
- c) a right of repossession under
 - 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

where the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act applies **to your tenancy agreement**.

Let property damage, nuisance and trespass

- a) An event which causes visible damage to **your let property** and/or anything owned by **you** at **your let property**, provided that in respect of a claim against **your** tenant for damage **you** have prepared, prior to the renting 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 a trespass relating to **your let property**.

We will not cover any claim relating to:

- damage to **your let property** that arises from or relates to a contractual agreement other than a tenancy agreement;
- trespass by **your** tenant or ex-tenant;
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your let property** by any government, local or public authority.

SECTION 5 - FAMILY LEGAL SOLUTIONS

Recovery of rent arrears

Pursuit of **your** legal right to recover rent due under a **tenancy agreement**.

Accommodation & storage costs

The **insurer** will pay

- a) the **insured's** accommodation costs;
- b) costs incurred for storage of the **insured's** personal possessions;

while the **insured** is unable to reoccupy their **let property**, provided that:

- possession is sought because the **insured** wishes to live at their **let property**;
- the **insured** books and pays for accommodation and storage with **our** consent and seeks reimbursement of the agreed costs from **us**.

We will not cover any claim relating to:

- accommodation costs exceeding £175 per day and in excess of £5,250 in total;
- storage costs exceeding £50 for each complete week and in excess of £300 in total.

Landlord's Prosecution defence

A prosecution against **you** that arises from **you** letting out **your let property**.

SECTION 5 - FAMILY LEGAL SOLUTIONS

EXCLUSIONS THAT APPLY TO THIS SECTION ONLY

The **insured** is not covered for any claim arising from or relating to:

- **legal costs and expenses** incurred without **our** consent;
- any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this section and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section;
- an amount below £100;
- an allegation against the **insured** involving:
 - assault, violence or dishonesty, malicious falsehood or defamation;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- a dispute between **your** family members;
- an **insured's** deliberate or reckless act;
- a judicial review;
- a dispute arising from or relating to clinical negligence except as provided for in Insured event Clinical negligence;
- a dispute with **us** not dealt with under Condition 6, or the **insurer** or the company that sold this **policy**;
- a group litigation order;
- the payment of fines, penalties or compensation awarded against the **insured**;
- in respect of Insured events Part B - Landlords:
 - any claim occurring during the first 90 days of the commencement of operative cover under this section where the **tenancy agreement** started before the start of **your** cover (except where **you** have had equivalent cover in force immediately before the start of this section);
 - registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber);
 - a property which is or should have been registered as a House of Multiple Occupation;
 - a dispute with a property management agent.

SECTION 5 - FAMILY LEGAL SOLUTIONS

CONDITIONS THAT APPLY TO THIS SECTION ONLY

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs and expenses** from the **insured** if this happens.

The insured's responsibilities

An **insured** must:

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

Freedom to choose an appointed advisor

- In certain circumstances as set out below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- The **insured** may choose an **appointed advisor** if:
 - **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - there is a conflict of interest

except where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.

- Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**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.)
- If the **insured** dismisses the **appointed advisor** without good reason, or

SECTION 5 - FAMILY LEGAL SOLUTIONS

withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.

- In respect of a claim under Insured event Employment, Contract, Personal injury or Clinical negligence, the **insured** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

Consent

- The **insured** must agree to us having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- An **insured** must have **your** agreement to claim under this section.

Settlement

- The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- The **insured** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- If the **insured** refuses 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**.
- The **insured** must settle **communication costs** in the first instance and make a receipted claim to **us** for reimbursement.

Barrister's opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, 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 shall be binding on the **insured** and **us**. This does not affect the **insured's** right under the next condition below.

SECTION 5 - FAMILY LEGAL SOLUTIONS

Disputes

If any dispute between the **insured** and **us** arises from this section, the **insured** can make a complaint to **us** as described on page 9 of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured** can ask them to arbitrate over the complaint.

Fraudulent claims and claims tainted by dishonesty

- If an **insured** makes any claim which is fraudulent or false, the cover under this section shall become void and all benefit under it will be lost.
- An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - affected **our** assessment of **reasonable prospects of success**, and/or
 - prejudiced in any part the outcome of the **insured's** claim

the **insurer** shall have no liability for **legal costs and expenses** under this section.

SECTION 5 - FAMILY LEGAL SOLUTIONS

DEFINITIONS THAT APPLY TO THIS SECTION ONLY

Words and phrases shown in **bold** have the same meaning throughout this section and are defined below:

APPOINTED ADVISOR

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

COLLECTIVE CONDITIONAL FEE AGREEMENT

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 100% “no-win no-fee”.

CONDITIONAL FEE AGREEMENT

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

COMMUNICATION COSTS

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service.

DOMESTIC EMPLOYEE

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.

INSURED

You, your partner or spouse and relatives who permanently reside with **you** in **your** main **home** in the UK. (The **insurer** will cover **your** children temporarily away from **home** for the purposes of higher education).

SECTION 5 - FAMILY LEGAL SOLUTIONS

INSURER

AmTrust Europe Limited.

LEGAL COSTS AND EXPENSES

- 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.
- In civil claims, other side’s costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- Reasonable accountancy fees reasonably incurred under Insured event Tax by the **appointed advisor** and agreed by **us** in advance.
- The **insured’s** basic wages or salary under Insured event Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service.
- The **insured’s communication costs**.
- Accommodation and/or storage costs under Insured events Part B -Landlords.

LET PROPERTY

A 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

- Other than as set out below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- In criminal prosecution claims where the **insured**
 - pleads guilty, a greater than 50% chance of reducing any sentence or fine;
or
 - pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

SECTION 5 - FAMILY LEGAL SOLUTIONS

Where it has been determined that reasonable prospects of success as set out above do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

SMALL CLAIMS COURT

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **territorial limit** where this section applies.

TENANCY AGREEMENT

An agreement **you** enter into to let **your let property** to a tenant

1. under an assured shorthold tenancy; or
2. under a shorthold tenancy; or
3. 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 or the Housing (Scotland) Act;
4. in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
5. to a limited company or business partnership for residential purposes by its employees.

TERRITORIAL LIMIT

For Insured events Contract and Personal injury; the **United Kingdom**, countries in the European Union, Norway and Switzerland. For all other Insured events; the **United Kingdom**.

WE, US, OUR

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, AmTrust Europe Limited.

SECTION 5 - FAMILY LEGAL SOLUTIONS

WHAT TO DO IN THE EVENT OF A CLAIM

If **you** need to make a claim **you** must notify us as soon as possible.

- Under no circumstances should **you** instruct **your** own solicitor or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
- **You** can download a claim form at www.arag.co.uk/newclaims or **you** can request one by telephoning **us** on +44 (0) 117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
- **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send you a written acknowledgment by the end of the next working day after the claim is received.
- Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to **you** either:
 - confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
 - if the claim is not covered, explaining in full why and whether **we** can assist in another way.
- When an advisor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

SECTION 6 - HOME EMERGENCY

Cover under this section only applies to **your policy** if it is shown on **your policy schedule**.

ARAG plc is authorised to administer this insurance on behalf of the **insurer** AmTrust Europe Limited.

Head and Registered Office: ARAG House, 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England number 02585818. The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

WHAT IS COVERED

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:

- the claim is reported to us
 - during the **period of insurance**;
 - immediately after **you** first become aware of a **home emergency**;
- **your home** is located within **the United Kingdom**;
- **you** always agree to use the **contractor** chosen by **us**.

INSURED EVENTS

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**.

Plumbing & 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**.

SECTION 6 - HOME EMERGENCY

Home security

Damage (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.

Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function of a toilet in **your home**.

Domestic power supply

The failure, whether or not caused accidentally, of **your home's** domestic electricity or gas supply.

Lost keys

The loss or theft of the only available keys, if **you** cannot replace them to gain access to **your home**.

Vermin infestation

Vermin causing damage inside **your home** or a health risk to **you**.

Alternative accommodation costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** which makes **your home** unsafe, unsecure or uncomfortable to stay in overnight.

Roof damage

Damage to the roof of **your home** where internal damage has been or is likely to be caused.

SECTION 6 - HOME EMERGENCY

EXCLUSIONS THAT APPLY TO THIS SECTION ONLY

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

- **emergency costs** which have been incurred before **we** accept a claim;
- an Insured event which happens within the first 48 hours of cover if **you** purchase this section at a different date from other sections within this **policy**;
- **emergency costs** where there is no one at **your home** when the **contractor** arrives;
- any matter occurring prior to, or existing at the start of cover under this section, and which **you** believed or ought reasonably to have believed could give rise to a claim under this section;
- any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions;
- a main heating system (including a **central heating boiler**) which is more than 15 years old;
- LPG fuelled, oil fired, warm air and solar systems; or boilers with an output over 60Kw/hr;
- the cost of making permanent repairs including any redecoration or making good the fabric of **your home**
 - once the emergency situation has been resolved;
 - arising from damage caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to **your home**;
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap);
- garages (except a **central heating boiler** located in a connecting garage),, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks;
- **your home** being **unoccupied**;
- goods or materials covered by a manufacturer's, supplier's and installer's warranty;
- 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;

SECTION 6 - HOME EMERGENCY

- a claim covered by another section of this **policy**, or any claim that would have been covered by another section of this **policy** if this section did not exist;
- subsidence, landslip or heave;
- a property that **you** rent or let;
- blockage of supply or waste pipes to **your home** due to freezing weather conditions.

SECTION 6 - HOME EMERGENCY

CONDITIONS THAT APPLY TO THIS SECTION ONLY

Your Responsibilities

You must:

- not do anything that hinders **us** or the **contractor**;
- tell **us** immediately after first becoming aware of any **home emergency**;
- tell **us** immediately of anything that may materially alter **our** assessment of the claim;
- cooperate fully with the **contractor** and **us**;
- provide **us** with everything **we** need to help **us** handle the claim;
- 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**;
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- be able to prove that the **central heating boiler** has been serviced within the 12 months prior to the date of a **home emergency** claim.

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.

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.

Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described on page 78 of **your 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.

SECTION 6 - HOME EMERGENCY

DEFINITIONS THAT APPLY TO THIS SECTION ONLY

Words and phrases shown in **bold** have the same meaning throughout this section and are defined below:

CENTRAL HEATING BOILER

A boiler;

- located in **your home** (or connecting garage), and
- which has been serviced within the 12 months prior to the date of **your home emergency**.

CONTRACTOR

The **contractor** or tradesperson chosen by **us** to respond to **your home emergency**.

EMERGENCY COSTS

- The **contractor's** call out charge.
- **Contractor's** necessary labour.
- Parts and materials where necessary.
- Alternative accommodation costs incurred under insured event alternative accommodation costs.

The maximum payable by the **insurer** is £1,000 for all claims related by time or original cause.

HOME EMERGENCY

A sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to **your home**, and/or
- render the **home** safe or secure, and/or
- restore the main services to the **home**, and/or
- alleviate any health risk to **you**.

SECTION 6 - HOME EMERGENCY

INSURER

AmTrust Europe Limited.

VERMIN

Brown or black rats, house or field mice, and wasps' or hornets' nests.

WE, US, OUR

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, AmTrust Europe Limited.

SECTION 6 - HOME EMERGENCY

WHAT TO DO IN THE EVENT OF A CLAIM

In the event of a home emergency:

- Please telephone **+44 (0) 330 30 31 472** (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.
- **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 incident relates to an emergency covered under this section, **we** will instruct a member of **our** emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.
- 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.
- It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors as **we** will not pay their costs and it could stop **your** claim being covered.
- **You** must report any major emergency which could result in serious damage to the home or injury, to the Emergency Services or the company that supplies the service.
- **Your** call may be recorded for training and security purposes and will be answered as soon as possible.

DEFINITIONS

Words and phrases shown in **bold** have the same meaning throughout this policy and are defined below:

ACT OF TERRORISM

An act, including using or threatening to use force or violence, which:

- Is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
- Is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

AMOUNT INSURED

The most **we** will pay as shown in the **schedule**.

BANK CARDS

Cheque, credit, charge, debit, cash dispenser and bankers' cards.

BUILDINGS

The **home** including:

- **fixtures and fittings;**
- **outbuildings;**
- domestic fixed fuel tanks;
- solar panels attached to **your home** and used for domestic purposes;
- underground service pipes and cables, sewers and drains;
- radio and television aerials, satellite dishes, their fittings and masts;

at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

DEFINITIONS

BUILDING WORKS

Any **building work** or application of heat processes to **your home** including restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work, or the signing of any contract which does not remove or limit **your** legal rights against a contractor.

CONTENTS

Personal property which **you** own or for which **you** are legally responsible.

DOMESTIC DUTIES

Those duties relating to **your home** and gardens including general maintenance but excluding demolition, alterations, extensions and renovations.

This does not include the duties of those who are employed to provide care for **you** other than domestic childcare.

DOMESTIC EMPLOYEES

Any person 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;

in connection with **domestic duties** or **incidental farming** other than in connection with **your** business.

ENDORSEMENT

A written modification to this **policy** issued by **us** to **you**.

EXCESS

The amount **we** will deduct from any claim **we** pay.

FAMILY MEMBER

DEFINITIONS

Any member of **your** household residing with **you**, including **domestic employees**.

FINE ART

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability including:

- Furniture;
- Paintings, drawings, etching, prints and photographs;
- Tapestries and rugs;
- Manuscripts;
- Porcelain and sculpture;
- **Stamps** or **coins** forming part of a collection;
- Gold, silver, and gold-and silver-plated items;
- Clocks and barometers;

all of which belong to **you** or for which **you** are legally responsible.

Stamps or **coins** means stamps or coins contained in a private and personal stamp or coin collection not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings and other numismatic property including coin albums, containers, frames, cards and display cabinets used with your collection.

FIXTURES AND FITTINGS

All items that are fixed to and form part of the structure of your **home** including;

- Bathroom suites;
- Decorations including wallpaper, murals and stencilling;
- Fitted domestic appliances;
- Fitted furniture;
- Fitted kitchens;
- Flooring.

HEAVE

Upward and/ or lateral movement of the ground beneath the **buildings** as a result

DEFINITIONS

of the expansion or swelling of the subsoil.

HOME

The private address shown at each residence in **your schedule**.

HOME OFFICE BUSINESS

Office work carried out in **your home** by **you** or **your** employees provided that **you** do not employ more than five people for that work.

INCIDENTAL FARMING

Part-time farming, including livery, activity carried out by **you** at the address shown in the **schedule**, as long as any people **you** employ for this purpose do not work more than 1,000 hours between them during the **period of insurance**.

INTERMEDIARY

The insurance broker who arranged this cover on **your** behalf.

LANDSLIP

Downward movement of sloping ground.

MONEY

Cash, bank and currency notes, cheques, **money** and postal orders, bankers' drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, travellers' cheques, travel tickets, sports season tickets, ski passes and gift vouchers.

OCCURRENCE

Any loss or accident to which this insurance applies which first occurs within the **period of insurance**. Continuous or repeated exposure to substantially the same general conditions, unless excluded is considered to be one **occurrence**.

DEFINITIONS

OUTBUILDINGS

Free-standing permanent structures, within the grounds of **your home**, which are not attached to the main **building**, used for **home office business** or **incidental farming** purposes including:

- Garages, stables, barns, greenhouses, studios;
- Pool houses, summer houses, swimming pools, hard tennis courts;
- Terraces, patios, driveways, footpaths, walls, gates, hedges and fences;

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

PAPERS

Securities, accounts, deeds, evidences of debt, letters of credit, notes, manuscripts, passports, gift or top up cards, or tickets.

PERIOD OF INSURANCE

The period of cover shown in the **schedule**.

POLICY

This is **your** protect **policy** wording, **policy schedule** and any amendment to cover notice, any clauses and endorsements and any mortgagor **policy schedule**.

POLLUTION OR CONTAMINATION

Any damages arising from a pollutant, contaminant, smog, or industrial or agricultural smoke, unless it can be proven to **our** satisfaction that the damages have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.

We will not pay for damages arising from the extraction of pollutants or contaminants from land or water, or the removal, restoration or replacement of polluted or contaminated land or water, unless it can be proven to **our** satisfaction that the damages have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.

DEFINITIONS

SETTLEMENT

The downward movement of the ground beneath the **buildings** as a result of the soil being compressed by the weight of the **buildings**.

SCHEDULE

The most recent insurance document that shows **your** current details, the **period of insurance**, the property insured, the covers inforce and any **excess(es)**, clauses and **endorsements** which apply.

SUBSIDENCE

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

TENANTS IMPROVEMENTS

Improvements, additions, alterations, installations or fixtures that **you** paid for, or are responsible for, at **your home**.

UNFURNISHED

Where the **home** is without sufficient furnishing or **contents** for normal living purposes.

UNITED KINGDOM

England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.

UNOCCUPIED

Where the **home** has not been lived in or is vacant for 60 consecutive days.

DEFINITIONS

VALUABLES

Valuables includes jewellery, gemstones, watches, furs, guns, collectibles, wine, precious metals, cameras and musical instruments which belong to **you** or for which **you** are legally responsible.

- **Furs** means garments made of, trimmed in, or consisting principally of fur.
- **Guns** means guns actively in use. Guns that are part of a collection and not in active use may qualify for **our collectibles** category.
- **Collectibles** means private collections of rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia.
- **Wine** means a collection of alcoholic beverages produced by the fermentation of grapes at a commercial winery, including **wine** containers and their contents, storage units, climate control systems, **wine** cellar furnishings and accessories, all associated with the wine.
- **Precious metals** means silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, gold plate, silver, silver plate, pewter, or platinum.
- **Cameras** means cameras, visual recording equipment, projection machines, projection and camera lens, and related equipment.
- **Musical instruments** means musical instruments and equipment.

WATERCRAFT

All watercraft including surfboards, sailboards, rowing boats and dinghies which are up to 12 feet or 3.6 metres in length and no more than 50 horsepower.

WE, US, OUR

The words **we**, **us**, **our** mean the insurers stated in the **schedule**, or Protect Underwriting LLP where they are undertaking administration as agent of the insurers.

YOU, YOUR, YOURS

The person named as the insured in the **schedule**, a partner or spouse who permanently resides with that person and any dependant children under the age of twenty one who live in the same **home**.

COMPLAINTS

We are proud of the services that **we** provide. Occasionally, things may go wrong and if this happens **we**, and the service providers connected to **your policy**, have procedures in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence. Who **you** should contact is set out below.

STEP ONE - REGISTERING YOUR COMPLAINT

1. In the first instance please contact **your** insurance intermediary if **you** have one. If they believe that the complaint relates to the service that **we** have provided then they will refer the complaint to **us**.
2. Alternatively, please contact **us** directly, ways of contacting **us** are shown under Important Contact details. If **you** have an intermediary and **we** believe that the claim is best addressed by them, **we** will refer the complaint to them.
3. If **your** complaint is in relation to the Family Legal Solutions section, **you** should contact ARAG's Customer Relations Department directly.

+44 (0) 117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and **our** training purposes, calls may be recorded).

customerrelations@arag.co.uk

ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

4. If **your** complaint is in relations to the Home Emergency section, **you** should contact ARAG directly on +44 (0) 330 30 31 472. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to ARAG's Customer Relations Department, where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let you know that **we** are reviewing your complaint.

Any other complaints will be addressed by **us** directly. In any event, **your** complaint will be fully investigated and **you** will be kept informed of progress. Complaints are treated with high priority and so **we** ask that **you** provide **us** with a telephone number in order that **we** may contact **you** to discuss the matter further (it may be possible to resolve the matter promptly by conversation), together with **your** policy/claim number and policyholder/ insured name.

A full copy of **our** complaints procedure will be issued to **you** when **we** provide a written acknowledgment of **your** complaint. It is also available upon request.

COMPLAINTS

STEP TWO - TAKING YOUR COMPLAINT FURTHER

If **you** are unhappy with the way that **your** complaint has been addressed then **you** may refer to Lloyd's at:

Complaint Department at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Tel: +44 (0) 20 7327 5693

Email: complaints@lloyds.com

STEP THREE - FINANCIAL OMBUDSMAN SERVICE

Ultimately, complaints that cannot be resolved by the Complaints Department at Lloyds may, if eligible, be referred to the Financial Ombudsman Service:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: +44 (0) 800 0234 567

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

DATA PROTECTION

PERSONAL INFORMATION

We may collect and process data relating to **you** so that **we** can:

- Administer an insurance policy for **you** or that provides **you** with insurance cover. “Administer” means **we** may consider an application for, provide a quotation for, issue or administer a policy of insurance for **you** or that provides **you** with insurance cover,
- Provide **you** with a renewal quotation (subject to **you** continuing to meet our underwriting criteria), and
- Fulfil our obligations under various financial crime prevention laws.

Under the General Data Protection Regulation it is regarded that **we** process your data for the performance of a contract to which **you** are a party or in order to take steps at **your** request prior to entering into a contract, to meet your legitimate interests, and to comply with our legal obligations prior to entering into a contract.

We do not use automated decision making using **your** data.

The data that **we** may collect includes personal data such as the name, address, telephone numbers, e-mail address, date of birth, marital status and any criminal convictions of **you** and any other person who may be subject to the insurance policy.

We may collect data directly from **you**, from a party requesting an insurance policy that may cover **you**, and from an insurance intermediary. **You** are under no obligation to provide the data, but failure to do so may mean **we** cannot provide a quotation or issue a policy, that an existing policy with us is subject to cancellation, or that a claim under the policy may be denied.

The data **we** collect may be shared by **us** with other parties to allow us to administer the policy or to offer **you** a renewal. This includes underwriters, insurance intermediaries, claims handlers, and payment processors. **We** may also share it with insurance regulators and other authorities.

We retain this data for no longer than is required to administer the policy. This means that if no policy is issued, fifteen months after the policy was requested; and if a policy is issued, seven years after expiry of the policy. **Your** data may be stored outside of the United Kingdom as **we** utilise cloud storage.

DATA PROTECTION

Individuals have certain rights relating to their personal data, which are:

1. The right to be informed
2. The right of access
3. The right to rectification
4. The right to erasure
5. The right to restrict processing
6. The right to data portability
7. The right to object
8. Rights in relation to automated decision making and profiling.

If **you** wish to exercise any of these rights, or if **you** have any concerns about privacy or data security please contact us at enquiries@protectunderwriting.com, or write to us at 1st floor, 63 St Mary Axe, London, EC3A 8AA. **You** also have the right to complain to the Information Commissioner's Office <https://ico.org.uk/>

WHO LLOYD'S ARE

Lloyd's are the Lloyd's underwriters identified in the schedule to your insurance policy.

THE BASICS

Lloyd's collect and use relevant information about **you** to provide you with your insurance cover or the insurance cover that benefits **you** and to meet Lloyd's' legal obligations.

This information includes details such as **your** name, address and contact details and any other information that Lloyd's collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about your health and any criminal convictions **you** may have.

In certain circumstances, Lloyd's may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where Lloyd's needs your consent, **we** will ask **you** for it separately. **You** do not have

DATA PROTECTION

to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or you withdraw **your** consent, this may affect Lloyd's ability to provide the insurance cover from which **you** benefit and may prevent them from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. Lloyd's will only disclose **your** personal information in connection with the insurance cover that Lloyd's provide and to the extent required or permitted by law.

OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

Where **you** provide **Us** or Lloyd's or **your** agent or broker with details about other people, **you** must provide this notice to them.

WANT MORE DETAILS?

For more information about how some of the underwriters at Lloyd's use **your** personal information please see their full privacy notices, which is/are available online on our websites at or in other formats on request.

CONTACTING LLOYD'S AND YOUR RIGHTS

You have rights in relation to the information Lloyd's hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how Lloyd's uses **your** information or request a copy of Lloyd's full privacy notices, please contact **us**, or the agent or broker that arranged **your** insurance who will provide **you** with our contact details using the details set out in **your** policy schedule.

CLAIMS HISTORY

Under the conditions of **your policy you** must tell **us** when **you** become aware of any incident that could give rise to a claim under **your policy**, whether or not it is **your** intention to claim.

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database

DATA PROTECTION

Services Limited (IDSL), Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI), or any other relevant database.

We and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim or at the time of renewal to validate **your** claims history or that of any other person or property likely to be involved in **your policy** or claim.

This helps to check information provided and prevent fraudulent claims.

FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations including the police;
- Conduct searches about **you** using publicly available databases and insurance industry application, **policy** and claims checking systems;
- Undertake credit searches;
- Check and/or share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and **money** laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts of facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud protection agencies.

COMPENSATION SCHEME

FINANCIAL SERVICES COMPENSATION SCHEME

Insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if an insurer is unable to meet its obligations to **you** under this insurance. If you are entitled to compensation under the scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) and their website: www.fscs.org.uk .

TELEPHONE

+44 (0) 20 3889 7991

PCUK0721

1ST FLOOR, 63 ST MARY AXE,
LONDON EC3A 8AA

