



Home Insurance For Thatched Properties

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Welcome to County

Dear Customer,

Thank you for choosing **County Insurance Services Limited**, to protect **your** thatched property.

We want to help you understand **your** Thatched Property Insurance policy and make **you** aware that the information you have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, any notice to policyholder issued to **you**, **schedule** and any endorsements are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

Please get in touch by contacting **your broker** if you need **your** documents in large font, braille, or as audio.

That policy is not complete without a policy **schedule**. **Your** policy **schedule** will be issued to **you** if **your** application for insurance is accepted.

Your Thatched Property Insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy **schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to you by **your broker**. You should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on your schedule;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the **schedule**.

If **you** are in any doubt about the level of cover provided, or if **you** have any questions relating to this insurance, please contact **us** or **your Broker** immediately.

We hope that **You** will insure with **Us** for many years to come.



Tim Sydenham ACII Cert CII
Managing Director

INFORMATION YOU HAVE GIVEN US

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

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.
- (3) If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **Period of Insurance**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as possible.

The insurance under this policy relates ONLY to those sections of the policy which are shown in the schedule as being included.

The written authority (which number is shown in the **schedule**) allows **County Insurance Services Limited** to sign and issue this policy on behalf of **Scor Managing Agency Ltd**.

INTRODUCTION

County Insurance Services Limited are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

For Sections 5, 5A and 6: ARAG Legal Expenses Insurance Company Limited is the underwriter and provides legal protection under your policy insurance. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

The legal advice service is provided by ARAG Law Limited and/or a preferred law firm on behalf of ARAG. ARAG Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113) Claims – Please review the claims conditions set out in this policy of insurance. If **you** believe that **you** have a claim, **you** should notify **our** claims team:

Telephone: 01865 290922

E-mail: householdclaims@county-insurance.co.uk

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place. **PLEASE READ THE WHOLE DOCUMENT CAREFULLY**. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

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

Cooling off period

During the cooling off period of fourteen (14) days

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **your broker** receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date you receive full policy documentation.

If **you** do cancel within such 14 day period, provided **you** have not made a claim, **Your broker** will refund any premiums paid subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis.

After the cooling off period

You can also cancel this insurance contract at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim. Providing that **you** have not made a claim the return premium will be calculated on a proportionate basis which will be subject to a minimum time on risk charge as stated in the **schedule**.

Our Cancellation Rights

We can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim. Providing that **you** have not made a claim the return premium will be calculated on a proportionate basis.

Examples of why **your** insurance contract may be cancelled are as follows:

- If **you** change your address;
- Where **we** have been unable to collect a premium payment following non-payment correspondence issued to you or your **broker**.
- A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
- Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- **You** have deliberately misrepresented any information given to **us**.
- **Your** failure to cooperate with **us** in accordance with our claims conditions where it affects our ability to process **your** claim.
- If **you** have acted fraudulently in any way.
- **You** have deliberately or falsely overstated information given to **us**.

Data Privacy Notice

County Insurance Services Limited are the data controller of any personal information **you** provide to us or personal information that has been provided to us by a third party. We collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, our regulators, police and government agencies or fraud prevention agencies

We may record telephone calls to help us monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our privacy notice at www.county-insurance.co.uk/downloads/privacynotice. If **you** are providing personal data of another individual to us, **you** must tell them **you** are providing their information to us and show them a copy of this notice.

Your Personal Information Notice

For the purposes of the following statement only “We/us/Our” refers to SCOR Managing Agency Limited.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations. This information includes details such as **your** name, address and contact details and any other information that **we** 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, we 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 we need **your** consent, we will ask **you** for it separately. **You** do not have 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 **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** 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. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide **us** 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 **we** use **your** personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Please see <https://www.scor.com/en/cookies-privacy>

NOTICE TO THE INSURED

LAW AND LANGUAGE APPLICABLE TO CONTRACT

This insurance will be governed by English Law, **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

Renewal

We will email **your broker** at least 21 days before **your** policy is due to renew. **Your** renewal invitation will include **your** quote to insure **your** premises for the year ahead.

This policy will not automatically renew therefore **you** will need to give **your broker** instructions if you wish to renew the policy.

If **we** are not able to insure **your** premises because **you** no longer meet **our** eligibility criteria, **we** will send notification to **your** broker before the policy expires.

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

The Consumer Insurance (Disclosure And Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

ENQUIRIES

POLICY ADMINISTRATION ENQUIRIES

If you have any questions or concerns about your policy administration and documents, you should contact

County Insurance Services Limited, County House, Langford Lane, Kidlington, OX5 1LQ

Telephone: 01865 844980

Email: schemes@county-insurance.co.uk

CLAIMS ADMINISTRATION ENQUIRIES

If you have any questions or concerns about a claim or its administration, you should contact

Kelly Adjusters Limited, Little Seabrooks House, Braintree Road, Felsted, Essex, CM6 3JZ

Telephone: 01371 829276

Email: newclaims@kellyadjusters.co.uk

HOW TO COMPLAIN

Our aim is to provide all our customers with a first class standard of service. However, there may be occasions when you feel this objective has not been achieved. If you have a complaint about your policy or the handling of a claim, the details below set out some of the key steps that you can take to address your concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If your complaint is about the way in which the policy was sold to you or whether it meets your requirements, you should contact

County Insurance Services Limited, County House, Langford Lane, Kidlington, OX5 1LQ

Telephone: 01865 844980

E-mail: schemes@county-insurance.co.uk

Please quote your policy number in all correspondence so that your concerns may be dealt with speedily.

CLAIMS ADMINISTRATION ISSUES

For Sections 1, 2, 3 and 4:

If your complaint is about a claim, you should refer the matter to

Kelly Adjusters Limited, Little Seabrooks House, Braintree Road, Felsted, Essex, CM6 3JZ

Telephone: 01371 829276

Email: newclaims@kellyadjusters.co.uk

Alternatively you can ask **County Insurance Services Limited, County House, Langford Lane, Kidlington, OX5 1LQ**

Telephone: 01865 844980

E-mail: schemes@county-insurance.co.uk

to refer the matter on for you.

Please quote your claim reference and policy number in all correspondence so that your concerns may be dealt with speedily.

For Sections 5, 5A and 6:

Then contact: Customer Relations Department

ARAG Legal Expenses Insurance Company Limited Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW

Telephone: **03448939013**

Email: **customer-relations@arag.co.uk**

Completing the online complaint form at: **www.arag.co.uk/complaints**

What happens next?

If County Insurance Services Limited or Kelly Adjusters Limited are not able to resolve your complaint satisfactorily by close of business the 3rd working day following receipt of your complaint, they will refer your complaint to the Head of Compliance at The SCOR Managing Agency Ltd, who will send you an acknowledgement letter. If you don't receive any acknowledgement letter, or at any time if you wish to do so, you may contact the Head of Compliance yourself by writing to:

The Scor Managing Agency Ltd.
Level 6, 8 Bishopsgate
London
EC2N 4BQ

Telephone: 0203 817 5070
E-mail: SYND-Complaints@scor.com

We will investigate your complaint and will provide you with a written response within two weeks of your initial complaint. This will either be a Stage 1 response or a letter informing **you** that **we** need more time for investigation.

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
Fidentia House,
Walter Burke Way,
Chatham Maritime
Kent ME4 4RN

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If you remain unhappy

If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0300 123 9 123 or 0800 0234 567

Further information is available from them and you may refer a complaint to them online at www.financial-ombudsman.org.uk

Policy Definitions

Wherever the following words appear in this insurance they will have the meanings shown below in respect of sections 1,2,3 and 4

ACCIDENTAL DAMAGE

Sudden, and unintended visible damage caused by a single and one-off event resulting from a sudden and external means.

BODILY INJURY

Bodily injury Accidental, physical injury, death or illness (including mental anguish or shock).

BUILDINGS

- The **home** and its decorations
- fixtures and fittings attached to the **home**
- permanently installed swimming pools, hot tubs, tennis courts, greenhouses, drives, paths, patios, terraces, walls, gates, fences and fixed fuel tanks **you** own or for which **you** are legally liable within the **premises** named in the **schedule**.
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

Which **you** own or for which **you** are legally liable within the premises named in schedule.

CONTENTS

Household goods and **personal possessions** within the **home**, which are **your** property or which **you** are legally liable for.

Contents includes:

- tenant's fixtures and fittings
- carpets, but not permanently fitted flooring
- property in the open but within the **premises** up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** and **credit cards** up to £300 in total
- deeds and registered bonds and other personal documents up to £1,500 in total
- stamps or coins forming part of a collection up to £1,250 in total
- jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, pictures, works of art, objects d'art, guns, stamp and coin collections up to £5,000 or 20% of the sum insured for **contents** whichever is the lesser, within the private dwelling
- domestic oil in fixed fuel oil tanks up to £1,000

Contents does NOT include:

- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes (other than clerical)
- any property insured under any other insurance.

COST OF REBUILDING

The full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs.

COUNTY INSURANCE SERVICES LIMITED

The company that has been authorised to sign and issue this policy on behalf of **Scor Managing Agency Ltd**.

CREDIT CARDS

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

DOMESTIC STAFF

Any person who carries out paid domestic duties for you within your home and/or its gardens, other than in connection with your business

ENDORSEMENT

A change in the terms and conditions of this insurance.

FURNISHED

A property **furnished** enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.

HEAVE

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

HOME

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

LANDSLIP

Downward movement of sloping ground.

MONEY

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

OCCUPANT

A person or persons authorised by **you** to stay in the **home** overnight.

PERIOD OF INSURANCE

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

PERSONAL POSSESSIONS

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

Personal possessions does NOT include:

- **money** and **credit cards**
- pedal cycles
- mobile phones

PREMISES

The address which is named in the **schedule**.

SANITARY WARE

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

SCHEDULE

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

SETTLEMENT

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

SPECIFIED ITEMS

Items which have been individually identified to **us** and are shown in **your** policy **schedule**.

STOVE

An enclosed woodburner or multi fuel **stove** used for the purpose (in all or in part) of heating or cooking.

SUBSIDENCE

Downward movement of the ground beneath the **buildings** other than by **settlement**.

UNITED KINGDOM

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

UNOCCUPIED

The property is left without an occupant for more than 30 consecutive days.

VALUABLES

Jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, works of art, objects d'art, guns, stamp, coin and medal collections.

VERMIN

Badgers, foxes, squirrels, rodents and other wild animals and birds.

WE / US / OUR

Scor Managing Agency Ltd

YOU / YOUR / INSURED

The person or persons named in the **schedule** and all members of their family who permanently live in the **home**.

YOUR BROKER

The insurance broker/agent who placed this insurance on **your** behalf.

GENERAL CONDITIONS - WHICH APPLY TO SECTIONS 1, 2, 3 & 4

These are the conditions of the insurance **you** will need to meet to have the full protection under Sections 1, 2, 3 & 4 of **your** policy. If **you** do not, a claim may be rejected, or a payment could be reduced. In some circumstances **your** policy may become invalid.

IMPORTANT PLEASE READ CAREFULLY

Your duties;

- 1) **You** must take steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.

- 2) **You** must tell **your broker** as soon as reasonably practicable if **you**;
 - stop using the **home** as **your** permanent private residence
 - start to use any part of your home for any trade, professional or business purposes
 - leave the **home** without an **occupant** for more 30 consecutive days
 - start to use a **stove** which has previously been confirmed to **us** as unused or dormant
 - purchase or acquire a **stove** during the **period of insurance**
 - start any conversions, extensions, renovations or structural work to the **buildings**

When **we** receive notice of the above **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance. Failure to notify **us** of the above may in the event of a claim result in **your** claim not being paid in part or in full.

THATCH CONDITIONS

Failure to comply with any of the thatch conditions listed below may prejudice you in the event of a claim, which may result in your claim not being paid in part or in full.

1) CHIMNEYS

- All chimneys must be kept in a good state of repair throughout the **period of insurance**.
- All chimneys and flues to solid fuel stoves, boilers or wood burners must be professionally installed and lined. Evidence of such installations must be kept and will be requested in the event of a claim.
- Open fires must have their chimney and flues professionally cleaned along the entire length including the spark arrestor (if fitted) during the **period of insurance** and specifically:
 - i) At least once between 1st July and 31st October prior to winter use; and

Evidence of all chimney sweeps must be kept and will be requested in the event of a claim.

- Solid fuel stoves, boilers or wood-burners must have their chimney and flues professionally cleaned along the entire length including the spark arrestor (if fitted) during the **period of insurance** and specifically:
 - i) At least once between 1st July and 31st October prior to winter use; and
 - ii) At least once between 1st January and 31st March

Evidence of all chimney sweeps must be kept and will be requested in the event of a claim.

- Copies of the chimney sweeping and inspection report/certificate are to be lodged with **your broker**
- Any solid fuel stove, boiler or wood burner which has been notified to **us** as being unused or dormant will not be used for any purpose.

- 2) **THATCHBURN**
 - All old thatch must be disposed of away from the **home**.
- 3) **BONFIRES**
 - **You** must not allow any bonfires/incinerators within **your** control to be lit within 100 metres of the **home** and fire-pits or chiminea's not to be lit within 5 metres of the **home**
- 4) **BARBECUES**
 - Barbecues must be lit and used at least 5 metres away from the **home**.
- 5) **NAKED FLAMES**
 - No naked flames or tools producing naked flames are to be used by **you** or anyone acting on **your** behalf within the attic or loft space at any time.
- 6) **ELECTRICAL WIRING**
 - At the commencement of this insurance **you** must have a valid Electrical Inspection Certificate, which has been signed off by a member of the NICEIC (National Inspection Council for Electrical Installation Contracting).
 - The electrical supply system must be inspected and tested by a member of the NICEIC at least once every 10 years.
 - Any work specified on the inspection certificate must be completed within 60 days of the inspection.
 - A copy of the electrical certificate must be lodged with **your broker** after each inspection.
- 7) **FIRE PRECAUTIONS**
 - **You** must have at least a minimum of two fire extinguishers stored within the **home**, one fire blanket situated within the kitchen and one working smoke detector which is fitted and maintained in accordance with manufacturer's instructions.
- 8) **ROOF INSPECTION**
 - The thatch roof must be inspected by a qualified Thatcher at least once every 10 years and any discrepancies found must be remedied as soon as reasonably practicable. Evidence of such inspections must be kept and will be requested in the event of a claim.

CLAIMS CONDITIONS - WHICH APPLY TO SECTIONS 1, 2, 3 & 4

These are the claims conditions that apply to Sections 1, 2, 3 & 4 of this policy. **You** must comply with these conditions, If **you** do not meet these claims conditions a claim may be rejected, or a payment could be reduced. In some circumstances **your** policy might become invalid, and **we** may treat this insurance as having been terminated with effect from the date of the failure to comply.

Your duties

In the event of a claim or possible claim under this insurance;

- 1) **You** must notify **us** as soon as possible giving full details of what has happened.
- 2) **You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
- 3) **You** must forward to **us** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- 4) **You** must inform the Police following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property by **you** within 24 hours of the incident to obtain a crime reference number.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- 6) **You** must take care to limit any loss, damage or injury.
- 7) **You** must provide **us** with evidence of value or age (or both) for all items involved in a claim. It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.
- 8) **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
- 9) **We** or **our** representative will be entitled to enter **your** property or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.

Contact details for all claims:

Telephone: 01865 290922

E-mail: householdclaims@county-insurance.co.uk

How we deal with your claim

1) Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name.

We may also take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2) Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury Section Two – Contents H

3) Fraudulent claims

If the Insured makes a fraudulent claim under this insurance contract, the Insurer:

Is not liable to pay the claim; and May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause 1) c) above:

The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and The Insurer need not return any of the premiums paid.

GENERAL EXCLUSIONS - WHICH APPLY TO SECTIONS 1, 2, 3 & 4

The policy exclusions set out what is not covered under Sections 1, 2, 3 & 4 of this policy. Where additional exclusions apply to a specific section they are stated in that Section.

What is not insured by sections 1, 2, 3 & 4 of this policy;

- 1) **We** will not pay for loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:

Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; This exclusion does not apply to Accidents to Domestic Staff.

War, invasion, act of foreign enemy, 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. This exclusion does not apply to Accidents to Domestic Staff section 2(S); Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purposes of this exclusion an act of Terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- 2) **We** will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

- 3) **We** will not pay for

- a) (a) **Cyber** loss, damage, liability, cost or expense caused deliberately or accidentally by:
- i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. 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.

EXCEPT

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under Section One – Buildings and 1 to 10 inclusive under Section Two – Contents of this policy.

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

5) **We** will not pay for loss or destruction of, or damage to, any property, or death of or **bodily injury** to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.

6) **Micro-organism**

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This general exclusion applies regardless whether there is:

- Any physical loss or damage to the **property**
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

7) **Faulty Workmanship**

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials.

8) **Infectious or Contagious Disease**

We will not pay for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

1. Infectious or contagious disease
2. Any fear or threat of 1. above, or
3. Any action taken to minimise or prevent the impact of 1. above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person or species by any means.

9) **Sanctions Exclusion**

You agree that any cover, the payment of any claim and any benefit provided under **your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

10) **We** will not pay for loss or damage due to wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes gradual weathering, the effect of light, deterioration, depreciation or any other gradually occurring damage.

11) **We** will not pay for any reduction in value of the property insured following repair or replacement paid under this insurance.

12) **We** will not pay for any loss, damage or liability arising out of the activities of contractors, or to contractors. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

SECTION ONE - BUILDINGS

WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by

1) fire, smoke, lightning, explosion or earthquake

2) aircraft and other flying devices or items dropped from them

3.) storm, flood or weight of snow

4) escape of water from and frost damage to fixed water tanks, apparatus or pipes

5) escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation

6) theft or attempted theft

7) collision by any vehicle or animal

WHAT IS NOT COVERED

We will not pay

a) for loss or damage caused by smoke damage due to any gradually occurring damage
b) the first £100 of every claim

a) the first £100 of every claim

a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of Section One **Buildings**
b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, gates and fences
c) the first £100 of every claim

a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of Section One **Buildings**
b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
c) the first £500 of every claim
d) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
e) for loss or damage caused by any person lawfully on the **premises**
f) for loss or damage caused by the failure or lack of grout and/or sealant

a) the first £100 of every claim
b) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in

a) for loss or damage while the **home** is **unoccupied** or not **furnished** enough to be normally lived in
b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage involves violent and forcible entry or exit
c) the first £100 of every claim

a) the first £100 of every claim

| | |
|--|---|
| 8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously | <ul style="list-style-type: none"> a) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in b) for loss or damage caused by persons lawfully on the premises c) the first £100 of every claim |
| 9. subsidence or heave of the site upon which the buildings stand or landslip | <ul style="list-style-type: none"> a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, paths, patios ,terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) or damage provided by this section of the policy where compensation is available from any contract, guarantee or law d) the first £1,000 of every claim e) for loss or damage caused by coastal or river erosion f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions |
| 10) breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts | a) the first £100 of every claim |
| 11) falling trees, telegraph poles or lamp-posts | <ul style="list-style-type: none"> a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the first £100 of every claim |

SECTION ONE – BUILDINGS CONTINUED

WHAT IS COVERED

This insurance covers the buildings for loss or damage directly caused by

- A) the cost of repairing **accidental damage** to
- fixed glass and double glazing (including the cost of replacing frames)
 - solar panels
 - **sanitary ware**
 - ceramic hobs

all forming part of the **buildings**

-
- B) the cost of repairing **accidental damage** to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables which

you are legally liable for

-
- C) If **you** have to move out of **your home** because of any loss or damage covered under Section One Buildings, **we** will pay **you** for one of the following expenses or losses that we have agreed to;

loss of rent contractually due to **you** which **you** are unable to recover

OR

the increased additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for

We will only pay under this Section for the period **your home** cannot be lived in.

WHAT IS NOT COVERED

We will not pay

- a) for damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) the first £100 of every claim

-
- a) the first £100 of every claim

-
- a) any amount over 20% of the sums insured for the **buildings** damaged or destroyed

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| <p>D) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements | <p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p> <p>c) any amount over 20% of the sum insured for the buildings damaged or destroyed</p> |
|---|---|

following loss or damage to the **buildings** which is covered under section one

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|---|--|
| <p>E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section One Buildings</p> | <p>a) more than £1,000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £1,000 in total</p> |
| <p>F) anyone buying the home who will have the benefit of Section One - Buildings until the sale is completed or the insurance ends, whichever is sooner</p> | <p>a) if the buildings are insured under any other insurance</p> |
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G) loss or damage caused by forced access by emergency services, to deal with a medical emergency or to prevent damage to the **home**

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| <p>H) expenses you have to pay and which we have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the buildings, which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under section one</p> | <p>a) more than £1,000 in any period of insurance</p> |
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| <p>I) loss or damage to your trees, shrubs, plants, hedges and lawns at the premises of your home caused by:</p> <p>Fire, lightning, explosion, earthquake, riot, civil commotion, malicious acts, vandalism, theft, attempted theft or impact involving vehicles or aircraft</p> | <p>a) the first £100 of every claim</p> <p>b) more than £1,500 in any period of insurance</p> <p>c) loss or damage while your home is unoccupied, lent, let or sublet to anyone other than your family</p> |
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| <p>J) damage to your home or garden items caused by the emergency services while they're getting into your home to deal with an emergency. By garden items, we mean flowerbeds, hedges, lawns, potted plants, shrubs, trees outside your buildings but within the boundaries of your home</p> | <p>a) more than £1,000 in any one period of insurance.</p> |
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-
- K) cost of replacing and installing locks on outside doors if **your** keys are stolen or lost outside **your home**. **We** will also pay for the cost of replacing and repairing locks on the outside doors, if **your** keys are damaged inside the **home** by an event covered elsewhere under section one.
- a) more than £1,000 in any one period of insurance. If **you** claim for such loss under Section One – **Buildings** and Section Two – **Contents**, **we** will not pay more than £1,000 in total.
-

SECTION ONE – ACCIDENTAL DAMAGE TO THE BUILDINGS

The following applies only if the **schedule** shows that **Accidental Damage** to the **buildings** is included

WHAT IS COVERED

This extension covers

Accidental damage to the **buildings**

WHAT IS NOT COVERED

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section one
 - b) for the **buildings** moving, settling, shrinking, collapsing or cracking
 - c) for damage while the **home** is being altered, repaired, cleaned, maintained or extended
 - d) for damage while the **home** is lent, let or sublet
 - e) for the cost of general maintenance
 - f) for damage caused by infestation, vermin, birds or domestic pets
 - h) for damage from mechanical or electrical faults or breakdown
 - i) for damage caused by dryness, dampness, extremes of temperature or exposure to light
 - j) for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences and fuel tanks
 - k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
 - l) the first £100 of every claim
-

Settling Claims

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

HOW WE DEAL WITH YOUR CLAIM

- 1) If **your** claim for loss or damage is covered under Section One – **Buildings**, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full **cost of rebuilding** the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

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

- 2) **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

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

INDEX LINKING

The sums insured in Section One – **Buildings** will be index linked at each renewal of **your** policy in line with the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent, alternative accommodation and expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers, compliance with government or local authority requirements and legal fees.

SECTION TWO – CONTENTS

WHAT IS COVERED

This insurance covers the **contents** for loss or damage directly caused by

1) fire, lightning, explosion or earthquake

2) aircraft and other flying devices or items dropped from them

3) storm, flood or weight of snow

4) escape of water from fixed water tanks, apparatus or pipes

5) escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation

6) theft or attempted theft

7) collision by any vehicle or animal

8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

WHAT IS NOT COVERED

We will not pay

a) for loss or damage caused by smoke damage due to any gradually occurring damage
b) the first £100 of every claim

a) the first £100 of every claim

a) for **property** in the open
b) the first £100 of every claim

a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
b) the first £500 of every claim
c) for loss or damage to the **buildings** caused by wet or dry rot
d) for loss or damage caused by the failure or lack of grout and/or sealant

a) the first £100 of every claim

a) for loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry or exit
b) any amount over £500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages
c) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
d) the first £100 of every claim

a) the first £100 of every claim

a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
b) for loss or damage caused by persons lawfully on the **premises**
c) the first £100 of every claim

-
- 9) **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**
- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
 - b) for any loss or damage provided by this section of the policy where compensation is available from any contract, guarantee or law
 - c) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
 - d) for loss or damage by coastal or river erosion
 - e) the first £1,000 of every claim
-
- 10) falling trees, telegraph poles or lamp-posts
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
 - b) the first £100 of every claim
-

SECTION TWO – CONTENTS CONTINUED

WHAT IS COVERED

This section of the insurance also covers

- A) **accidental damage** to
- televisions, satellite decoders
 - audio and video equipment
 - radios
 - home computers, dvd players

all situated within the **home**

- B) accidental breakage of
- fixed glass and double glazing
 - **sanitary ware**

forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for

- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

- C) the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by: any of the events insured under numbers 1-10 in Section Two - **Contents** while the **contents** are:
- in any occupied private dwelling
 - in any **buildings** where **you** are living or working
 - in any **building** for valuation, cleaning or repair
 - in any furniture store or self storage unit
 - in any bank or safe deposit

- D) up to twelve months rent **you** contractually have to pay as occupier if the **home** cannot be lived in following loss or damage which is covered under Section Two - **Contents**

WHAT IS NOT COVERED

We will not pay

- a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- b) for damage to tapes, records, cassettes, discs or computer software
- c) for mechanical or electrical faults or breakdown
- d) for loss or damage whilst the **home** is lent, let or sublet.
- e) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- f) the first £100 of every claim
- a) for loss or damage whilst the **home** is lent, let or sublet
- b) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- c) the first £100 of every claim
- d) for the cost of repairing, removing or replacing frames
- a) for **contents** outside the **United Kingdom**
- b) for **money** or **credit cards**
- c) any amount over 20% of the sum insured under Section Two - **Contents** for **contents** in a furniture store
- a) any amount over 20% of the sum insured under Section Two - **Contents** for the **contents** of the **buildings** damaged or destroyed

E) the increased costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **home** cannot be lived in following loss or damage which is covered under Section Two – **Contents**

a) any amount over 20% of the sum insured under Section Two - **Contents** for the **contents** of the **buildings** damaged or destroyed

F) the cost of repairing **accidental damage** to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

a) the first £100 of every claim

which **you** are legally liable for as tenant only

G) **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under Section Two - **Contents**

a) any amount over 10% of the sum insured under Section Two - **Contents** for the **contents** of the **buildings** damaged or destroyed

b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings

c) for loss or damage arising from **subsidence, heave or landslip**

d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

e) for loss or damage while the **buildings** are not **furnished** enough to be normally lived in

f) the first £100 of every claim

H) fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:

- £10,000 for each **insured** person over the age of majority within the **United Kingdom**,
- £5,000 for each **insured** person under the age of majority within the **United Kingdom** at the time of the incident.

I) costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of **your** keys

a) any amount over £1,000 in total

| | |
|---|---|
| J) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under Section Two Contents | a) more than £1,000 in any period of insurance . If you claim for such loss under Section One – Buildings and Section Two - Contents , we will not pay more than £1,000 in total |
| K) loss or damage to contents whilst being moved to your new permanent home in the British Isles by professional removers. | a) damage to china, glass and similar brittle items, unless they have been packed by professional packers. b) the first £100 of every claim c) loss or damage that is not reported within 7 days of your contents being delivered to your new home |
| L) loss or damage to visitors personal possessions by any event insured under A-J of Section Two Contents whilst contained within your home | a) any amount over £250 in total |
| M) an additional amount of 15% or £5,000 of the sum insured for contents whichever is the greater during: <ul style="list-style-type: none"> • the months of December and January • a period of 60 days either side of the day of your wedding <p>to provide additional cover within the home in respect of presents, gifts, new purchases or acquisitions</p> | |
| N) loss or damage to contents and personal possessions at a residential care home attended by you or your parents | a) any amount over £2,500 in total b) any amount over £250 for any one single item, pair, set or collection c) theft cover unless following forcible and violent entry or exit d) the first £100 of every claim |
| O) loss or damage to contents temporarily at a boarding school or university halls of residence whilst you are attending further education | a) any amount over £2,000 in total b) any amount over £250 for any one single item, pair, set or collection c) any amount over £250 in total any one period of insurance in respect of computer games, videos, DVD's, CD's and similar media d) theft cover unless following forcible and violent entry or exit e) pedal cycles, computer equipment, musical instruments or sports equipment |
| P) the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes | a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action c) any amount over £1,000 in total d) the first £100 of every claim |

Q) the cost of cleaning, repairing or restoration of any gravestone or surround being that of **your** immediate family resulting from malicious damage or graffiti

- a) any amount over £500 in total
 - b) the first £100 of every claim
-

R) the cost of advertising in the event of **your** pet going missing as a result of any insured peril in pursuance of their return

- a) any amount over £150 in total
-

S) **we** will cover **you** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

we will not cover **you** for **bodily injury** arising directly or indirectly

- a) from any motorised vehicle other than:
 - motorcycles and go-karts less than 51cc,
 - motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the **home**
 - vehicles designed to assist disabled persons which are not registered for road use
 - golf carts or buggies
- b) where insurance or security is required under any road traffic legislation
- c) from any communicable disease or condition
- d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**

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

SECTION TWO – ACCIDENTAL DAMAGE TO CONTENTS

The following applies only if the **schedule** shows that **Accidental Damage to contents** is included.

WHAT IS COVERED

This extension covers

WHAT IS NOT COVERED

We will not pay

| | |
|--|---|
| Accidental damage to the contents within the home | <ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under Section Two - Contentsb) for damage to contents within garages and outbuildingsc) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upond) for damage caused by chewing, tearing, scratching or fouling by animalse) any amount over £1,000 in total for porcelain, china, glass and other brittle articles unless specified in the schedulef) for money, credit cards, documents or stampsg) for damage to contact, corneal or micro corneal lensesh) for damage while the home is lent, let or subleti) for damage caused by insects, vermin, birds or domestic petsj) for damage from mechanical or electrical faults or breakdownk) for damage caused by dryness, dampness, extremes of temperature and exposure to lightl) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contaminationm) for the first £100 of every claimn) for loss or damage arising from demolition, structural alteration or structural repair of the buildings |
|--|---|

Settling Claims

Conditions that apply to Section Two - Contents only

HOW WE DEAL WITH YOUR CLAIM

- 1) If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes or pedal cycles where **we** will take off an amount for wear and tear and depreciation.

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

YOUR SUM INSURED

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

INDEX LINKING

The sums insured in Section Two - **Contents** will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay more than the sum insured for the Contents of each premises shown in the schedule, including any payments for loss of rent and alternative accommodation.

SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS

WHAT IS COVERED

This insurance covers

Valuables and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage within **United Kingdom**, Europe and up to 60 days worldwide.

WHAT IS NOT COVERED

We will not pay

- a) for damage caused by insects, vermin, birds or domestic pets
 - b) for damage from electrical or mechanical faults or breakdown
 - c) any amount over £2,500 for any one item including articles forming part of a pair or set unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
 - d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
 - e) for damage to guns caused by rusting or bursting of barrels
 - f) for breakage of any sports equipment whilst in use
 - g) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids or dental appliances
 - h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
 - i) the first £50 of every claim in respect of unspecified items
 - j) Computer equipment unless otherwise stated and declared in the specification(s) attached to the **schedule**
 - k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised **occupant**
 - l) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
-

Money and credit cards – This section of insurance extends to cover the following

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**

within the geographical limits shown in the **schedule**, provided that;

- within 24 hours of **your** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and
- **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**

- a) to make up any shortages due to error or omission
- b) for loss of value
- c) the first £50 of every claim
- d) more than the amount shown in the **schedule**

Pedal Cycles – This section of insurance extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

- a) for loss or damage to:
 - tyres,
 - lamps,
 - accessories,unless the cycle is stolen or damaged at the same time
- b) for damage from mechanical or electrical faults or breakdown
- c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- e) more than £500 per cycle unless specified in the **schedule**

Mobile Phone

Mobile Phones – this section of insurance extends to cover the cost of repairing or replacing **your** mobile phone following;

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

- a) the first £50 of every claim
- b) for damage from mechanical or electrical faults or breakdown
- c) any amount over £100 unless specified in the **schedule**
- d) if the **mobile phone** and sim card are not registered to **you**.
- e) any loss if the mobile phone was not purchased within 3 years of the date of the loss/claim

Any **mobile phone** over £101 needs to be specified on the **schedule**.

The model name, model number and serial number must be noted in full on the **schedule**.

Settling Claims

Conditions that apply to Section Three - **Valuables and Personal Possessions** only

HOW WE DEAL WITH YOUR CLAIM

- 1) **We** will at **our** option repair, replace or pay for any article lost or damaged.
- 2) If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

YOUR SUM INSURED

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

INDEX LINKING

The sums insured in Section Three - **Valuables and Personal Possessions** will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay more than the Valuables and Personal Possessions sums insured shown in the schedule.

SECTION 4 – LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One - **Buildings** or the **contents** are insured under Section Two - **Contents** of this insurance.

PART A

Part A of this section applies in the following way:

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

WHAT IS COVERED

We will indemnify **you**

- (i) as owner or occupier for any amounts **you** become legally liable to pay as damages for
- **bodily injury**
 - damage to property
- caused by an accident happening at the **premises** during the **period of insurance**,
- OR
- (ii) as a private individual for any amounts **you** become legally liable to pay as damages for
- **bodily injury**
 - damage to property
- caused by an accident happening anywhere in the world during the **period of insurance**

WHAT IS NOT COVERED

We will not indemnify **you** for any liability

- a) for **bodily injury** to
- **you**
 - any other permanent member of the **home**
 - any person who at the time of sustaining such injury is engaged in **your** service
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition
- c) arising out of any criminal or violent act to another person
- d) for damage to property owned by or in the charge or control of
- **you**
 - any other permanent member of the **home**
 - any person engaged in **your** service
- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**
- f) arising directly or indirectly out of any profession, occupation, business or employment
-

-
- g) which **you** have assumed under contract and which would not otherwise have attached
- h) arising out of **your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **premises** and
 - pedestrian controlled gardening equipment used elsewhere
 - ii) any power-operated lift
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- i) in respect of any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
 - reported to us not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- j) arising out of **your** ownership, occupation, possession or use of any land or **building** that is not within the **premises**
- k) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
-

SECTION 4 – LEGAL LIABILITY TO THE PUBLIC CONTINUED

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One - **Buildings** or the **contents** are insured under Section Two - **Contents** of this insurance.

PART B

WHAT IS COVERED

We will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment

WHAT IS NOT COVERED

We will not indemnify **you**

for any amount in excess of £100,000

PART C

WHAT IS COVERED

We will indemnify **you** for

any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**

WHAT IS NOT COVERED

We will not indemnify **you**

- for any liability if **you** are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault

LIMIT OF INSURANCE

We will not pay

- in respect of pollution and/or contamination:- more than **£2,000,000** in total
- in respect of other liability covered under section four:- more than **£2,000,000** in total for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 5 Family Legal Protection

This section only applies if **Your Schedule** shows **Family Legal Protection** is included.

To make sure **You** get the most from **Your ARAG** cover, please take time to read this section of the policy which explains the contract between **You** and **ARAG**. If **You** have any questions or would like more information, please contact **Your** insurance adviser.

Helpline services

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us** **your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice service Call 0344 893 9011

We provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer you to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.

Tax advice service Call 0344 893 9011

Advice can be provided on any personal tax matters in the UK. This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will arrange to call **you** back.

Health and medical information service Call 0344 893 9011

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Identity theft service Call 0344 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

This helpline is open 8am-8pm, seven days a week. Advice is provided by personal caseworkers 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **we** will arrange to call **you** back.

Counselling service Call 0344 893 9012

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.
ARAG Householdlaw: Visit www.araghouseholdlaw.co.uk

What is ARAG Householdlaw?

ARAG Householdlaw contains a range of regularly updated legal guides, document builders, interactive checklists and videos to help you with family, employment and consumer issues. Whether **you** want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, ARAG Householdlaw has everything **you** need to get started.

How do I get started?

1. Visit www.araghouseholdlaw.co.uk
2. Enter **DASHRES100** into the 'voucher code' text box and press **Validate Voucher**.
3. Fill out **your** name, email address and create a password.
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

We will not accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

The meaning of words in section 5 of this policy

The following words have these meanings wherever they appear in section 5 of this policy in **bold**:

Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

ARAG Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Costs and expenses

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **ARAG Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Countries covered

- a) For insured incidents **2 Contract disputes** (excluding **(c)** and **(d)**) and **Personal injury**:
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, North Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Date of occurrence

- a) For civil cases (other than as specified under **(c)** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c) For insured incident **6 Tax protection**, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Identity theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Period of Insurance

The period for which **we** have agreed to cover **you**.

Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

Reasonable prospects

- a) For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **We**, or a **preferred law firm** on our behalf will assess whether there are **reasonable prospects**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

we, us, our, ARAG

ARAG Legal Expenses Insurance Company Limited.

You, Your

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

Welcome to ARAG

Thank **you** for purchasing this Family Classic Plus Legal Protection and Advice policy.

ARAG Legal Expenses Insurance Company Limited ('**ARAG**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by ARAG Law Limited and/or a **preferred law firm** on behalf of **ARAG**.

To make sure **you** get the most from **your ARAG** cover, please take time to read this policy which explains the contract between **you** and **us**.

How your policy can help

Please find below information about the services your policy offers and details of how to make a claim.

If **you** wish to speak to us about:

- **Legal Advice** – **you** can get telephone legal advice on any personal legal issue affecting **you**.
- **Insurance Claims** – **you** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on personal tax issues.

Please phone **us** on **0334 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call you back to deal with **your** query.

Access to online legal documents and guides

You have access to **ARAG Householdlaw** as part of **your** policy. ARAG Householdlaw is an online resource that provides access to legal guides, document builders and more. Whether **you** want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, ARAG Householdlaw can help. Visit www.araghouseholdlaw.co.uk and use the following voucher code to sign up: **DASHRES100**

Reporting a claim in section 5 of this policy

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, we will not pay the costs involved even if **we** accept the claim.

Report your claim

- Visit claims.araginsurance.co.uk – have **your** policy number ready
- Alternatively, call us on **0344 893 9011**, available 24 hours a day, 7 days a week

We will assess the claim

- To check your claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win If **you** are more likely than not to win,

the lawyer will

- Manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. Please visit **claims.araginsurance.co.uk** for more details on how to claim.

Registered Address:

ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW Registered in England and Wales | Company Number 103274 | Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services

Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the date of occurrence of the insured incident is:
 - i) during the **period of insurance**, or
 - ii) during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - the previous legal expenses insurance policy required **you** to report claims during its currency
 - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
 - cover has been continuously maintained in force
 - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
 - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
3. any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the countries covered, and
4. the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
3. in respect of an appeal or the defence of an appeal, **you** must tell us within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, you will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.

Insured incidents in section 5 of this policy

For advice and to make a claim call **0344 893 9011**

Employment disputes

What is insured

A dispute relating to **your** contract of employment.

What is not insured

Please also refer to the Policy exclusions for this section.

- a) employer's disciplinary hearings or internal grievance procedures
- b) any claim relating solely to personal injury (please refer to insured incident **3 Personal injury**)
- c) a settlement agreement while **you** are still employed.

Contract disputes

What is insured

A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:

- a) buying or hiring in goods or services
- b) selling goods
- c) renting **your** principal home as a tenant
- d) buying or selling **your** principal home.

Please note that the amount in dispute must be more than £100 (including VAT).

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- b) a dispute arising from any loan, mortgage, pension, investment or borrowing
- c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). However, **we** will cover a dispute with a professional adviser in connection with these matters
- d) a motor vehicle owned by or hired or leased to **you**.

Personal injury

What is insured

A specific or sudden accident that causes **your** death or bodily injury to **you**.

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) illness or bodily injury that happens gradually
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- c) clinical negligence (please refer to insured incident **4 Clinical negligence**).
- d) defending your legal rights, but we will cover defending a counter-claim

Clinical Negligence

What is insured

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) the failure or alleged failure to correctly diagnose **your** condition
- b) psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

Property protection

What is insured

A civil dispute relating to **your** principal home, or personal possessions, **you** own, or are responsible for, following:

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £100.

Please note **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.

- (b) a legal nuisance
- (c) a trespass.

Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) a contract **you** have entered into
- b) any building or land except **your** principal home
- c) someone legally taking **your** property from you, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
- d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
- e) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
- f) defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter-claim.

Tax protection

What is insured

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

*Provided that **you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed*

What is not insured

Please also refer to the Policy exclusions for this section.

- a) **your** business activities
- b) any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences.

Jury service and court attendance

What is insured

Your absence from work:

- a) to attend any court or tribunal at the request of the **appointed representative**
- b) to perform jury service
- c) to carry out activities specified in **your identity theft** action plan under insured incident **9 Identity theft protection**.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

What is not insured

Please also refer to the Policy exclusions for this section.

Any claim if **you** are unable to prove **your** loss.

Legal defence

What is insured

Costs and expenses to defend **your** legal rights if an event arising from **your** work as an employee leads to:

- a) **you** being prosecuted in a court of criminal jurisdiction
- b) civil action being taken against **you** under:
 - discrimination legislation
 - data protection legislation..

What is not insured

Please also refer to the Policy exclusions for this section.

- a) Any claim relating to **you** driving a motor vehicle.
- b) Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

Identity theft protection

What is insured

- 1) Following a call to the **identity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.
- 2) If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- 3) Following **your identity theft** **we** will pay:
 - a) **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
 - b) **costs and expenses** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to **identity theft**
 - c) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- i) **you** must notify **your** bank or building society as soon as possible
- ii) **you** must tell **us** if **you** have previously suffered **identity theft**, and
- iii) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not insured

A claim relating to the following:

- a) fraud committed by anyone entitled to make a claim under this policy
- b) losses arising from **your** business activities.

Policy exclusions that apply to section 5 only

We will not pay for the following::

1) **Late reported claims**

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been compromised.

2) **Costs we have not agreed**

Costs and expenses incurred before **our** written acceptance of a claim.

3) **Court awards and fines**

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4) **Legal action we have not agreed**

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5) **Defamation**

Any claim relating to written or verbal remarks that damage **your** reputation.

6) **A dispute with ARAG**

A dispute with **us** not otherwise dealt with under policy condition 8.

7) **Judicial review**

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8) **Nuclear, war and terrorism risks**

A claim caused by, contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9) **Litigant in person**

Any claim where **you** are not represented by a law firm, barrister or tax expert.

Policy conditions that apply to section 5 only

1) Your legal representation

- a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2) Your responsibilities

- a) **You** must co-operate fully with **us** and the **appointed representative**.
- b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3) Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4) Assessing and recovering costs

- a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5) Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6) Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

7) Expert opinion

We may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9) Keeping to the policy terms

You must:

- a) keep to the terms and conditions of this policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **we** ask for, in writing, and
- e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10) Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/
or **we** will not pay the claim if:

- a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

12) Claims under this policy

Apart from **us**, **you** are the only person who may enforce all or any part of this policy by a third party and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13) Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14) Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Section 5a Property Let Legal Protection

This section only applies if **Your** Schedule shows Property Let Legal Protection is included.

Contacts

Helplines Call 0344 893 9011

- Legal Advice
- Tax Advice
- Domestic Assistance

Making a claim Call 0344 893 9011

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on 0344 893 9011 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given us to **our** claims handling teams and explain what to do next.

Counselling service Call 0344 893 9012

Access to online legal documents and guides Visit www.aragbusinesslaw.co.uk

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: ARAGBRES100

For more information about the helplines and ARAG Businesslaw, please refer to the last page of this section of the policy.

Welcome to ARAG

Thank **you** for purchasing this **ARAG** Property Let Legal Protection policy.

ARAG Legal Expenses Insurance Company Limited ('**ARAG**') is the underwriter and provides the legal protection insurance and additional services under your policy.

To make sure **you** get the most from **your ARAG** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. If **you** have any questions or would like more information, please contact **your** insurance adviser or the organisation which sold **you** this cover.

How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

Please note that all claims must be reported to us no more than 90 days after the date **you** should have known about the insured incident.

If **you** wish to speak to us about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **you**
- **Claims** – **you** can report a claim 24/7 either by telephone or using the on-line claim form
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **you**

Please phone us on **0344 893 9011**. We will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Access to online legal documents and guides

You have access to **ARAG Businesslaw** as part of **your** policy. ARAG Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: **ARAGBRES100**

Reporting a claim in section 5a of this policy

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Report your claim

- Call us on **0344 893 9011**. Available 24 hours a day, seven days a week
- Have **your** policy number ready and **we**'ll ask you about your claim

We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit www.arag.co.uk/claim

The meaning of words in section 5a of this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** appoint to act on **your** behalf.

ARAG Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

costs and expenses

- a) All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

countries covered

The United Kingdom of Great Britain and Northern Ireland.

date of occurrence

- a) For civil cases, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b) For criminal cases, the date **you** began or are alleged to have begun to break the criminal law in question.

hotel expenses

Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

period of insurance

The period for which **we** have agreed to cover **you** and for which **we** have accepted the premium.

preferred law firm

A law firm or barrister **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

reasonable prospects

- a) For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. A **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

storagecosts

£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

we,us,our, ARAG

ARAG Legal Expenses Insurance Company Limited.

you,your

The person, business or property owner who has taken out this policy.

your property

The property **you** have told **us** about used for residential purposes only, and let under:

- a) an assured shorthold tenancy or assured tenancy under the Housing Act 1988; or
- b) a standard contract under the Renting Homes (Wales) Act 2016; or
- c) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
- d) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or
- e) a Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP);
or
- f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or
- g) an agreement where **you** have let a room or rooms in **your property** to a lodger for residential purposes and **you** live in **your property** as the landlord along with the person **you** have let the room or rooms to; or
- h) any equivalent or future amending legislation applying to this definition.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy for **you**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1) **reasonable prospects** exist for the duration of the claim
- 2) the **date of occurrence** of the insured incident is during the **period of insurance**
- 3) any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
- 4) the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred, and **we** will pay **you** **hotel expenses and storage costs**, following an insured incident, provided that:

- 1) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- 2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
- 3) in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist; and
- 5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

- 1) In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.
- 2) If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.

Insured incidents we will cover in section 5a of this policy

1) Repossession

Costs and expenses to obtain possession of **your property**.

Provided that:

- i) **You** must give the tenant the correct notices telling them that **you** want possession of **your property**.
- ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

2) Property damage

Costs and expenses for pursuing a civil dispute relating to **your property** following any event which causes physical damage to such property.

Please note that the amount in dispute must be more than £1,000.

3) Eviction of squatters

Costs and expenses to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

Please note, for England, Wales and Scotland squatting in residential properties is a criminal offence and therefore please contact the police in the first instance.

4) Rent recovery

Costs and expenses to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Provided that:

- i) If **you** accept payment (or part payment) of rent arrears from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.
- ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed representative** before accepting payment of rent arrears.

5) Legal defence

Costs and expenses to:

- a) defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
- b) defend an appeal against **your** decision not to adapt **your property** under disability discrimination legislation.

Policy exclusions that apply to section 5a only

- 1) **Late reported claims**
Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.
- 2) **Costs we have not agreed**
Any **costs and expenses, hotel expenses or storage costs** that are incurred before **our** expressed acceptance.
- 3) **Claims in first 90 days where the tenancy agreement pre-dates policy**
Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy, unless an equivalent legal expenses policy was in force prior to **you** insuring with **us** and cover has been maintained continuously between that previous policy ending and this policy starting.
- 4) **Rent reviews and controls**
Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 5) **Other types of property claims**
Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 6) **Subsidence, mining or quarrying**
Any claim relating to subsidence, mining or quarrying.
- 7) **Legal action we have not agreed**
Any legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.
- 8) **A dispute with ARAG**
Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy condition 8.
- 9) **Judicial review**
Costs and expenses arising from or relating to judicial review.
- 10) **Court awards and fines**
Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- 11) **Nuclear, war and terrorism risks**
Any claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12) Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- (a) **you** are declared bankrupt
- (b) **you** have filed a bankruptcy petition
- (c) **you** have filed a winding-up petition
- (d) **you** have made an arrangement with **your** creditors
- (e) **you** have entered into a deed of arrangement
- (f) **you** are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13) Litigant in person

Any claim where **you** are not represented by a law firm or barrister.

Policy conditions that apply to section 5a only

1) Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle your claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm of **your** own choice to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2) Your responsibilities

- a) **You** must co-operate fully with **us** and the **appointed representative**.
- b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3) Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** expressed consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4) Assessing and recovering costs

- a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5) Cancelling an appointed representative's appointment

If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6) Withdrawing cover

- a) If **you** settle or withdraw **your** claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses**, **hotel expenses** or **storage costs** **we** have paid.
- b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses**, **hotel expenses** or **storage costs** **we** have agreed to, up to the date cover was withdrawn.

7) Expert opinion

If there is a disagreement between **you** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under Policy condition 8.

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9) Keeping to the policy terms

You must:

- a) keep to the terms and conditions of this policy;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to exhaust all other available remedies to resolve **your** issue;
- d) take reasonable steps to avoid incurring unnecessary costs;
- e) send everything **we** ask for, in writing; and
- f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10) Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/
or **we** will not pay the claim if:

- a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b) a false declaration is made in support of a claim.

12) Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13) Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14) Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

About ARAG

ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited | Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW

Registered in England and Wales | Company Number 103274 | Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Helplines and ARAG Businesslaw

You can contact our UK-based call centre 24 hours a day, seven days a week, during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice Call 0344 893 9011

Confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice Call 0344 893 9011

Confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisers 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Domestic assistance Call 0344 893 9011

We will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

Counselling service Call 0344 893 9012

Confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons we cannot control.

ARAG Businesslaw Visit www.aragbusinesslaw.co.uk

You have access to **ARAG Businesslaw** as part of **your** policy. ARAG Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: ARAGBRES100

Section 6 Home Emergency

Welcome to ARAG

Thank **you** for purchasing this **ARAG** Home Emergency policy. This policy is underwritten by ARAG Legal Expenses Insurance Company Limited ('**ARAG**').

To make sure **you** get the most from **your** cover, please take time to read this policy wording which explains when **we** can help and when **we** can't.

Your insurance adviser can answer any questions **you** might have about the premium, the renewal of this policy or the type of cover offered. If **you** think **you** need to make a claim then contact **us** on 0800 294 2855.

Words shown in **bold** have special meaning and **you** can find the definitions on the last page of this section of the policy.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to cover the costs of the assistance described in this policy in respect of the insured events, as defined in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy provided that:

- 1) the insured event is sudden, unexpected and requires immediate corrective action to:
 - a) prevent damage or further damage to your **home**; or
 - b) make **your home** secure; or
 - c) reduce any health risk to an **insured person**.A gradually occurring event is not considered an emergency as it is not sudden or unexpected.
- 2) the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If **we** are unable to cover **your** claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. The terms of such a service are a matter for **you** and the supplier.

Important information

Your Home Emergency policy includes everything **you** need to know about the cover **we** provide. Keep this document somewhere safe because **you**'ll need it in an emergency.

How to claim

To claim under **your** policy, please check the information below, which tells **you** when **we** can help and what **you**'re covered for, then phone us on 0800 294 2855. **We** will ask **you** to confirm:

- **your** name and **your home** address including postcode
- the nature of the problem.

Our phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

We ask that **you** don't arrange for a contractor yourself because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at **home** when **our** contractor arrives.

How we can help

Once **you**'ve checked that **your** emergency is an insured event, it's important that **you** tell **us** about it as soon as **you** can. If **we** accept **your** claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

- i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
- ii) take other action, such as isolating a leaking component or gaining access to **your home**.

At all times **we** will decide the best way of providing help.

Your cover - insured events in section 6 of this policy

You are covered for:

Please also refer to our agreement at the beginning of this section of the policy.

To make a claim call 0800 294 2855

Roof damage

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

Plumbing and drainage

Damage to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**.

Heating failure

The failure of the **main heating** system in **your home**.

Power supply failure

The failure of the domestic electricity or gas supply, in the boundaries of **your home**.

Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet, or toilets in **your home**.

Home security

The failure of or damage to external doors, windows or locks resulting in **your home** becoming insecure.

Keys

The only available set of keys to **your home** is lost, stolen or damaged and **you** can't replace them, or can't gain normal access to **your home**.

Vermin

An infestation by **vermin** in **your home** which prevents the use of the loft or one or more rooms in **your home**.

But not covered for:

Please also refer to the general exclusions of this section.

Pipes for which **your** water supply or sewerage company are responsible and rainwater drains and soakaways.

If you have a habitable area in your home, where the heating and/or hot water is still fully or partially working.

- 1 If you have a habitable area in your home, where the electricity and/or gas supply is still fully or partially working.
- 2 The failure of the mains supply.

If **you** have another toilet in **your home** that is working.

An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

What we will pay

- 1) **We** will arrange and pay for a contractor to take action up to the **emergency assistance limit** for each insured event.
- 2) If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for **hotel accommodation**. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

What we won't pay

- 1) Any costs over and above the **emergency assistance limit**.
- 2) Any costs of overnight accommodation over and above the amount shown under **hotel accommodation** (please see **The meaning of words in this policy** on the last page of this section of the policy).

When we can't help

- **You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.
- If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on 0800 111 999.
- If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.

We will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

Policy exclusions that apply to section 6 only

You are not covered for:

1) Rented properties and second homes

An incident at a property that **you** rent or let or that **you** own that is not **your** main residence.

2) Unoccupied homes

An incident that happens when **your home** has been left unoccupied for 30 or more consecutive days.

3) Costs we haven't agreed

Costs incurred by an **insured person** before **we** have accepted a claim.

4) Home maintenance

Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for, such as servicing of heating and hot water systems.

5) Communal areas

An incident that would require **us** to undertake repairs or any other remedial action to:

- a) shared or communal areas of a property; or
- b) any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.

6) Nobody at home

Costs incurred where **our** contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.

7) Replacement boilers or appliances

The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.

8) Repair is uneconomical

Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.

9) Failure to carry out previously recommended repairs

An incident which happens because an **insured person** failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.

10) Guarantee and warranty

Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.

11) Risk to health and safety

An incident that cannot be resolved safely by **our** contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.

12) Incorrect installation or repairs

An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

13) Deliberate acts

An incident arising from a deliberate act or omission by an **insured person**.

14) Damage caused during repairs

Damage caused by gaining access to carry out repairs.

15) Mains supplies

An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel.

16) Connected homes

The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.

17) Excluded property amenities and facilities

An incident:

- (a) arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks; or
- (b) relating to underfloor heating, swimming pools or hot tubs.

18) Subsidence, landslip and heave

An incident arising from subsidence, landslip or heave.

19) Cyber

An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.

20) Nuclear war and terrorism risk

An incident caused by, contributed to by, or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.

Policy conditions that apply to section 6 only

1) Maintenance

You must maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**.

2) Keeping to the policy terms

We must try to prevent anything happening that may cause a claim and take steps to keep any amount **we** have to pay as low as possible.

3) Replacement parts

We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

4) Circumstances beyond our control

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.

5) Cancelling the policy

You can cancel this policy by telling the person who sold **you** this policy within the cooling off period which lasts for 14 days after taking it out, or at any time afterwards.

We can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

6) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

7) Information you provide

You must take reasonable care to make sure that the information **you** provide when taking out this policy, or during the term of this policy, is complete and accurate. If the information **you** provide is not complete and accurate:

- a) **your** policy may be voided or cancelled and the premium kept, or
- b) part or all of any claim may be refused or not paid, or
- c) the premium or cover may be revised.

8) Losses not directly covered by this policy

We will not pay for losses that are not directly covered by this policy e.g. time taken off work or replacement carpet damaged by a leak.

9) Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

10) Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

The meaning of words that apply to section 6 of this policy

The following words have these meanings wherever they appear in this section of the policy in bold:

emergency assistance limit

£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation**.

home

Your main private residence. This includes attached or integral garages or conservatories but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

hotel accommodation

The room-only cost of one night's accommodation for **insured person(s)** if **your home** remains uninhabitable following an insured event. The most we will pay for **hotel accommodation** is £300 (including VAT).

insured person

You and any person who lives in or is staying at **your home**.

main heating system

The main hot-water or central-heating system in **your home** which must be gas, oil or electric fired. This includes pipes that connect components of the system, but does not include:

- a) cold-water supply or drainage pipes
- b) non-domestic heating or non-domestic hot water systems; or
- c) any form of alternative heating system, such as solar heating, biomass, or heat pump (ground source heat pump or air source heat pump).

period of insurance

The period shown on **your** policy schedule and any subsequent period for which **we** accept a renewal premium.

plumbing and drainage

The cold-water supply and drainage system in the boundary of **your home** and for which **you** are legally responsible.

vermin

- a) wasps' and/or hornets' nests
- b) rats
- c) mice; or
- d) grey squirrels

we, us, our, ARAG

ARAG Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (shown as the policyholder in the policy schedule).

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(Company number 08614385)