

magenta
home



YOUR POLICY WORDING

magenta
insurance

CUSTOMER SERVICE

This document sets out the conditions of the contract of insurance between **you** and the insurer. **You** should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections and 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 contract as a whole.

This insurance has been arranged for **you** by magenta insurance, a trading name of DUAL Corporate Risks Limited. For any queries or alterations to **your** cover, please call magenta insurance on: 03300 555 210 (Opening hours: Monday to Friday 9am to 5pm). Details of how to make a claim are shown at the back of this booklet.

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THE CONTRACT OF INSURANCE

Thank **you** for choosing “**magenta:home**”.

Please read the policy and **schedule** carefully.

Cover under “**magenta:home**” has been tailored to the specific **Buildings** and/or **Contents** requirements that **you** have declared during the quotation process and within **your** supporting application. This insurance relates only to those sections of the policy which are shown in the **schedule** as being included.

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

The policy wording, the **schedule** and any **endorsements** will form a legally binding contract of insurance between **you** and **us**. The contract does not give or intend to give rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without obtaining further permission.

You are free to choose the law applicable to the insurance contract. Unless specifically agreed to the contrary, “**magenta:home**” shall be subject to English law.

This insurance has been arranged for you by magenta insurance. The policy is underwritten by the insurer(s) shown in the schedule. Details of how to make a claim are shown in the schedule. magenta and magenta insurance are both trading names of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593.

You can check this on the FCA website, www.fca.org.uk/register or by calling 0800 111 6768.

This insurance will be accepted under a binding authority from the insurer(s), whereby underwriting authority has been granted to magenta insurance.

We trust that **you** are happy with the level of cover provided by “**magenta:home**”. However, **you** have the right to cancel “**magenta:home**” from the inception date without giving any reasons, providing **your** instruction is submitted within 14 days of receiving the policy. In this event, please return the documents to magenta insurance who will refund **your** premium in full. This refund is subject to no incidents having occurred, which give rise to a claim.

In accepting this risk **we** have at all times taken into account **our** obligation to act in **your** best interest.

Signed for and on behalf of the insurer



Simon McGinn,
Chief Executive Officer
DUAL Corporate Risks Limited
magenta and magenta insurance are trading names of DUAL Corporate Risks Limited

DEFINITIONS

(Where the following words appear in bold in this insurance contract, they will have the meanings shown below)

This definition includes:	This definition does not include:
<p>Accidental damage</p> <p>Damage caused by violent external means.</p>	
<p>Bodily injury</p> <p>Includes death or disease.</p>	
<p>Buildings</p> <ul style="list-style-type: none"> The home and its decorations; fixtures and fittings attached to the home; tennis courts, swimming pools, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <p>which you own or for which you are legally responsible within the premises named in the schedule.</p>	
<p>Business equipment</p> <p>Furniture, computers (including keyboards and monitors) printers, modems, fax machines, photocopiers, typewriters and phone equipment in the home which belong to you or for which you are legally responsible.</p>	
<p>Contents</p> <p>Household goods, valuables and personal belongings, within the home, which are your property or which you are legally responsible for. Contents includes:</p> <ul style="list-style-type: none"> Tenant's fixtures and fittings. Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home. Property in the open but within the premises up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home). Cover also excludes storm and flood. Deeds and registered bonds and other personal documents up to £1,500 in total. Stamps or coins forming part of a collection up to £1,000 in total. Gold, silver, gold and silver plated articles, jewellery and furs up to £7,000 in total, with the limit for any one item being £2,500 within your home. Domestic oil in fixed fuel oil tanks up to £750 in total. Pedal cycles up to £750 per pedal cycle (within the home). The sum insured under this section will automatically be increased by 10% for a 30 day period prior to and following 25th December, the Wedding Day and Birthday of you or a member of your family, permanently resident at your home. Contents belonging to a member of your family who is away at university/college during term time but who are usually resident at home, up to the value of £3,000 in total (with the limit for any one item being £500). Cover excludes theft unless by forcible or violent entry. Business equipment up to £5,000 in total. 	<p>Contents</p> <ul style="list-style-type: none"> Motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories. Any living creature. Any part of the buildings. Any property used or held for business purposes other than business equipment. Any property insured under any other insurance. Landlord's fixtures and fittings.
<p>Credit cards</p> <p>Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.</p>	
<p>Endorsements</p> <p>A change in the terms and conditions of this insurance.</p>	

DEFINITIONS *continued*

This definition includes:	This definition does not include:
<p>Excess</p> <p>The amount stated in the policy payable by you in the event of a claim.</p>	
<p>Home</p> <p>The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule, which you are legally responsible for.</p>	
<p>Money</p> <p>Current legal tender, 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.</p>	
<p>Period of insurance</p> <p>The duration of this policy as shown in the schedule.</p>	
<p>Personal belongings</p> <p>Personal belongings are items that belong to you and are normally worn or carried on the person including:</p> <ul style="list-style-type: none"> • luggage; • clothing; • sports, musical, camping and photographic equipment; • mobile phones (£350 limit for any one mobile); • money and credit cards (£500 limit per claim); • computer equipment; • pedal cycles (£750 limit per cycle). 	<p>Personal belongings</p> <ul style="list-style-type: none"> • Tools or instruments used or held for business, professional or trade purposes other than computer equipment. • Valuables. • Contact or corneal lenses, hearing aids. • Pagers unless specified in the schedule. • Any property insured under any other insurance.
<p>Sanitary ware</p> <p>Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.</p>	
<p>Schedule</p> <p>The schedule is part of this insurance contract and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.</p>	
<p>Standard construction</p> <p>The buildings which are constructed of brick or stone and with a tile or slate roof.</p>	
<p>Unfurnished</p> <p>Where the main buildings are not furnished enough for you to live in.</p>	
<p>United kingdom</p> <p>England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.</p>	
<p>Unoccupied</p> <p>Where the buildings have not been lived in (by you or someone who has your permission to live in the buildings) for more than 60 consecutive days.</p>	

DEFINITIONS *continued*

This definition includes:

Valuables

Stamp, coin or medal collections, antiques, collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery and furs which belong to **you** or are **your** legal responsibility.

We/Us/Our

The insurer stated in the **schedule**.

You/Your

The person or persons named in the **schedule** and members of **your** family who permanently live in the **home**, including any resident domestic servant employed by **you**.

This definition does not include:

GENERAL CONDITIONS

(Applicable to the whole of this insurance)

You must comply with the following conditions (**your** duties) or **we** may, at **our** option, cancel the insurance or refuse to deal with **your** claim.

Your Duties

1. **You** must take all reasonable steps to prevent loss, damage or accident and keep the **buildings** in a good state of repair
2. **You** must tell **us** immediately if **you**:
 - a. stop using the **home** as **your** permanent private residence;
 - b. let the property;
 - c. regularly leave the **home** unattended by day or by night;
 - d. change any information given to **us** at the time of quotation.

When **we** receive this notice, **we** have the option to change the conditions of this insurance.

3. **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice, **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties, this insurance may become invalid.

Contracts (Right to Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Rights to 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 the act.

Cancellation

We or magenta insurance, as **our** authorised agents, may cancel this insurance by giving **you** 10 days' notice in writing, which **we** will send to the address shown in the **schedule**. A refund of premium will be made for the unexpired **period of insurance**.

You may cancel the insurance by giving magenta insurance written notice. Any refund due will be calculated from the date that magenta insurance receive the written notice on a pro-rata basis. However, **we** will not make a pro-rata refund on Direct Debit cases where the refund is less than one month's instalment.

Please note

No refund will be allowed if a claim has occurred in the **period of insurance**.

GENERAL EXCLUSIONS

(Applicable to the whole of this insurance)

This policy does not cover **you** for direct or indirect loss of, or damage to, any property, or any legal liability caused by, contributed to, or arising from the following.

Radioactive Contamination and Nuclear Assemblies

Radioactive contamination from:

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

War

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

Sonic Bangs

Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Existing and Deliberate Damage

We will not pay for loss or damage:

- occurring outside of the **period of insurance**;
- caused deliberately by **you** or any person lawfully in the **home**;
- due to indirect loss of any kind or description.

Pollution Exclusion

We will not pay for loss, damage or liability in respect of any kind of pollution and/or contamination other than:

- when 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 **home**; 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.

Confiscation

Loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Loss of Value

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

GENERAL CONDITIONS *continued*

Instalments

Where payment of premium is not made, any cover otherwise provided by this policy will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the instalment payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

GENERAL EXCLUSIONS *continued*

Biological and Chemical Contamination

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. or any legal liability of whatsoever nature;
3. death or injury to any person directly or indirectly caused by or contributed to by or arising therefrom biological or chemical contamination due to or arising from:
 - terrorism; and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

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

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

Electronic Data

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - computer viruses, erasure or corruption of electronic data;
 - the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

CLAIM CONDITIONS

(Applicable to the whole of this insurance)

You must comply with the following conditions (**your** duties) or **we** may, at **our** option cancel the insurance or refuse to deal with **your** claim.

Your Duties

In the event of a claim or possible claim under this policy:

1. **You** must notify **us** as soon as reasonably possible, giving full details of what has happened.
2. **You** must provide **us** with details of what has happened within 30 days and provide any other information **we** may reasonably require.
3. **You** must pay for any estimates that **we** may require.
4. **You** must immediately forward to **us**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive, unanswered.
5. **You** must not admit liability, or offer or agree to settle any claim without **our** written permission.
6. **You** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.

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;
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other Insurance

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

3. Fraudulent Claims

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

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your**

connivance, then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may, at **our** option declare the insurance void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return of premiums;
- **we** may inform the Police of the circumstances.

SECTION 1 BUILDINGS

(Your schedule will show you if this cover applies)

What is covered	What is not covered
Loss or damage to your buildings during the period of insurance caused by the following insured events.	The first £150 of every claim, unless otherwise stated in your schedule or below.
1. Fire, smoke, lightning, explosion or earthquake.	
2. Storm or flood.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip. Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges. Damage caused by frost.
3. Escape of water or oil from and frost damage to fixed water tanks, apparatus pipes or to fixed fuel oil tanks.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip. Loss or damage to fixed fuel oil tanks in the open and swimming pools or covers. Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. Loss or damage by faulty workmanship.
4. Water freezing in any fixed domestic water or heating installation.	<ul style="list-style-type: none"> Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
5. Theft or attempted theft.	<ul style="list-style-type: none"> Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. Loss or damage while the home is lent, let or sublet unless the loss or damage follows violent and forcible entry. Loss or damage caused by you or your guests.
6. Collision or impact by any vehicle or animal, aircraft and other flying devices or items dropped from them.	<ul style="list-style-type: none"> Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. Loss or damage caused by insects, birds, vermin or domestic pets.
7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	<ul style="list-style-type: none"> Loss or damage caused by you, your guests or tenants. Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.
8. Subsidence or heave of the site upon which the buildings stand or landslip.	<ul style="list-style-type: none"> Loss or damage to domestic fixed fuel oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the home are also affected at the same time by the same cause. Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause. Loss or damage arising from faulty design, specification, workmanship or materials. Loss or damage, for which compensation has been provided or would have been but for the existence of this insurance, under any contract or a guarantee or by law. The first £1,000 of every claim. Loss or damage caused by coastal or river erosion. Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions. Loss or damage caused by normal settlement, shrinkage or expansion.
9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
10. Falling trees, branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> Loss or damage caused by trees being cut down or cut back. Loss or damage to gates, hedges and fences.

BUILDINGS *continued*

This section also covers:

What is covered	What is not covered
<p>a. The cost of accidental damage to:</p> <ul style="list-style-type: none"> • fixed glass and double-glazing (including the cost of replacing frames); • solar panels; • sanitary ware; • ceramic hobs • all forming part of the buildings. 	<ul style="list-style-type: none"> • Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.
<p>b. The cost of accidental damage to:</p> <ul style="list-style-type: none"> • domestic oil pipes; • underground water supply pipes; • underground sewers, drains and septic tanks; • underground gas pipes; • underground cables <p>serving the home and which you are legally responsible for.</p>	<ul style="list-style-type: none"> • Loss or damage due to wear and tear or gradually operating cause. • Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.
<p>c. If you have to move out of your home because of any loss or damage covered by an insured event, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • rent you would have received if your home could have been lived in; • the cost of reasonable alternative accommodation for the time you cannot live in your home; • an amount equal to the rent which you pay while you are not living in your home. <p>We will only pay under this section for the period your home is unfit to live in.</p>	<ul style="list-style-type: none"> • More than £25,000 in total.
<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>following loss or damage to the buildings under Section 1: Buildings.</p>	<ul style="list-style-type: none"> • Any expenses for preparing a claim or an estimate of loss or damage. • Any costs if government or local authority requirements have been served on you before the loss or damage.
<p>e. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under insured event 3 of Section 1: Buildings.</p>	<ul style="list-style-type: none"> • More than £750 in any period of insurance. If you claim for such loss under Section 1: Buildings and Section 2: Contents, we will not pay more than £750 in total.
<p>f. Anyone buying the home will have the benefit of Section 1: Buildings cover until the sale is completed or the insurance ends, whichever is sooner.</p>	<ul style="list-style-type: none"> • If the buildings are insured under another insurance.
<p>g. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the home if the keys are lost or stolen anywhere in the world.</p>	<ul style="list-style-type: none"> • More than £500 in total.
<p>h. If your buildings are damaged by water escaping from tanks, pipes, equipment or fixed heating systems in your home, we will pay the cost of removing and replacing any other part of your buildings necessary to find and repair the source of the leak and making good.</p>	<ul style="list-style-type: none"> • We will not pay more than £5,000 for any one event.

BUILDINGS LIABILITY

(Liability as the owner of **your present home**)

What is covered

All amounts which **you** become legally liable to pay for accidents happening in and around **your home** during the **period of insurance**. **We** will provide this cover if the accidents result in:

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

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

We will pay up to £2,000,000 for any one claim (or series of claims arising from the same incident). However, **we** will also pay any costs and expenses **we** have agreed in writing.

We will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in:

- **bodily injury** to any person, or
- loss or damage to property.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

We will pay up to £2,000,000 for any one claim or series of claims arising from the same incident. However, **we** will also pay any costs and expenses **we** have agreed in writing.

What is not covered

You are not covered for liability arising:

- as the occupier of the **home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from the ownership or occupation of any land or **buildings** other than the **home**;
- where **you** are entitled to cover from another source;
- from any trade or business activity;
- from any communicable disease or condition;
- from **you** owning or using any: power-operated lift;
- liability arising from: any deliberate or wilful or malicious act.

You are not covered for liability arising from:

- an incident which happens over 7 years after this insurance ends or **your home** was sold;
- any cause for which **you** are entitled to cover under another source; or
- the cost of correcting any fault or alleged fault.

ACCIDENTAL DAMAGE TO BUILDINGS

(The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included and the appropriate additional premium has been paid)

What is covered	What is not covered
<p>This extension covers accidental damage to the buildings.</p> <p>We will only cover accidental damage to the buildings which you are legally responsible for.</p>	<ul style="list-style-type: none">• The first £150 of every claim unless otherwise stated in the schedule.• Damage or any proportion of damage which we specifically exclude elsewhere under Section 1: Buildings.• The buildings moving, settling, shrinking, collapsing, or cracking.• Damage while the home is being altered, repaired, cleaned, maintained or extended.• Damage while the home is lent, let, sublet or unoccupied.• The cost of general maintenance.• Damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.• Damage arising from faulty design, specification, workmanship or materials.• Damage from mechanical or electrical faults or breakdown.• Damage caused by dryness, dampness, extremes of temperature or exposure to light.• Damage to swimming pools or covers, gates and fences and fuel tanks.• Damage caused by domestic pets.• Depreciation in value or indirect loss.

SETTLING CLAIMS (BUILDINGS)

How we deal with your claim

If **your** claim for loss or damage is covered under Section 1: **Buildings**, **we** will pay the full cost of repair or replacement 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 the 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 (from the cost of any replacement or repair) if immediately before the loss or damage the **buildings** were not in a good state of repair.

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 (unless otherwise stated in the **schedule**).

Your sum insured

The sum insured shall represent the full cost of rebuilding the **buildings** up to a maximum of £1,000,000.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The premium will be reviewed annually and may be adjusted in line with the changes in the House Rebuilding Cost Index, produced by the Royal Institution of Chartered Surveyors, or in line with any other index that **we** decide.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. But each time **your** insurance is renewed, **we** will calculate a new premium.

SECTION 2 CONTENTS

(Your schedule will show you if this cover applies)

What is covered	What is not covered
Loss of or damage to your contents whilst in the home during the period of insurance caused by the following insured events.	The first £150 of every claim, unless otherwise stated in the schedule .
1. Fire, smoke, lightning, explosion or earthquake.	<ul style="list-style-type: none"> Any gradually operating cause.
2. Storm or flood.	<ul style="list-style-type: none"> Contents in the open.
3. Escape of water or oil from a domestic fixed oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation or plumbed in domestic appliance.	<ul style="list-style-type: none"> Loss or damage due to wear and tear or any gradually operating cause. Loss or damage caused by faulty workmanship. Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.
4. Water freezing in any fixed domestic water or heating installation.	<ul style="list-style-type: none"> Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. Loss or damage to the installation itself. Loss or damage caused by faulty workmanship. Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.
5. Theft or attempted theft.	<ul style="list-style-type: none"> Loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry. More than £2,000 for theft or attempted theft from any domestic outbuilding or garage. Loss or damage caused by you or your guests or tenants. Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
6. Collision or impact by any vehicle, animal, aircraft, other flying devices or items dropped from them.	<ul style="list-style-type: none"> Loss or damage caused by insects, birds, vermin or domestic pets. Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.
7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	<ul style="list-style-type: none"> Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days. Loss or damage caused by you or your guests or tenants.
8. Subsidence or heave of the site upon which the buildings stand or landslip.	<ul style="list-style-type: none"> Loss or damage arising from faulty design, specification, workmanship or materials. Loss or damage whilst the home is undergoing any structural repairs, alterations or extensions. Loss or damage by coastal or river bank erosion.
9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and mast.	
10. Falling trees, branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.
This section also covers:	
a. Accidental damage to: <ul style="list-style-type: none"> televisions, satellite decoders; audio and video equipment; radios; home computers and video cassette recorders situated within the home. 	<ul style="list-style-type: none"> Loss or damage caused by domestic pets. Loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling. Loss or damage to tapes, records, cassettes, discs or computer software. Mechanical or electrical faults or breakdown. Loss or damage to video cameras or camcorders.

<p>b. The contents, if these are not already insured elsewhere, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>i. events 1 to 10 under Section 2: Contents while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling; • in any buildings where you are living or working; • in any buildings for valuation, cleaning or repair; • in any furniture store; • in any bank or safe deposit; <p>ii. fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store.</p>	<ul style="list-style-type: none"> • Contents outside the United Kingdom. • Money or credit cards. • More than £500 for contents in a furniture store.
<p>c. Loss or damage to contents belonging to visitors as a result of insured events 1 to 10.</p>	<ul style="list-style-type: none"> • More than £250 any one visitor. • Loss or damage to contents which are covered by other insurance or belonging to a paying guest or lodger.
<p>d. If you have to move out of your home because of any loss or damage covered by an insured event, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • rent you would have received if your home could have been lived in; • the cost of reasonable alternative accommodation for the time you cannot live in your home; • an amount equal to the rent which you pay while you are not living in your home. <p>We will only pay under this section for the period your home is unfit to live in.</p>	<ul style="list-style-type: none"> • More than £25,000 in total.
<p>e. 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 a maximum amount of £5,000 for each insured person.</p>	
<p>f. Costs you have to pay for replacing locks to safes, alarms and outside doors to the home following theft or loss of your keys.</p>	<ul style="list-style-type: none"> • More than £500 in total.
<p>g. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under insured event 3 of Section 2: Contents.</p>	<ul style="list-style-type: none"> • More than £750 in any period of insurance. If you claim for such loss under Section 1: Buildings and Section 2: Contents, we will not pay more than £750 in total.
<p>h. We will pay an amount not exceeding £10 per day to you or any member of your household in respect of loss of ir-recoverable earnings and additional expenses arising from service as a juror.</p>	<ul style="list-style-type: none"> • More than £1,000 in total.
<p>i. We will pay up to 15% of the sum insured for contents that you become legally liable to pay under a tenancy agreement for:</p> <ul style="list-style-type: none"> • loss or damage caused by insured events 1 to 10 of Section 2: Contents and insured events a) and b) of Section 1: Buildings. • accidental damage and breakage as under buildings cover. We will only provide this cover if the loss or damage occurs during the period of insurance. <p>If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.</p>	
<p>j. Breakage of mirrors, glass or ceramic tops to furniture and fixed glass in furniture.</p>	<ul style="list-style-type: none"> • Loss or damage if your home is unoccupied or unfurnished for more than 60 consecutive days.

CONTENTS LIABILITY

(This section applies only if the contents are insured under Section 2: Contents)

What is covered	What is not covered
<p>Personal Liability</p> <p>We will pay for all amounts which you become legally liable to pay for accidents not connected with you owning or living in your home which result in:</p> <ul style="list-style-type: none"> • bodily injury to any person other than you or a domestic employee; • loss or damage to property which you or your domestic employees do not own or have legal responsibility for. <p>We will provide this cover for accidents which occur during the period of insurance.</p> <p>If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.</p> <p>We will pay up to £2,000,000 for any claim or series of claims resulting from one incident. We will also pay any costs and expenses we have agreed in writing.</p> <p>Liability as occupier of your home</p> <p>We will pay you (as occupier and not owner of your home), for all amounts which you become legally liable to pay for incidents happening in and around your home which result in:</p> <ul style="list-style-type: none"> • bodily injury to any person other than you or a domestic employee; • loss or damage to property which you or your domestic employees do not own or have legal responsibility for. <p>We will provide this cover for incidents which occur during the period of insurance.</p> <p>If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.</p> <p>We will pay up to £2,000,000 for any claim or series of claims resulting from one incident. We will also pay any costs and expenses we have agreed in writing.</p> <p>Unpaid damages</p> <p>We will pay you all amounts you have been awarded in courts within the United kingdom and which have not been paid to you within three months of the date of the award. We will only provide this cover if:</p> <ul style="list-style-type: none"> • there is not going to be an appeal; • the incident giving rise to the claim happened within the United kingdom and during the period of insurance; • you would have been entitled to a payment under the personal liability part of Section 2: Contents if the award had been made against you rather than to you; • the person who owes the award does not live with you. <p>We may take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.</p> <p>We will pay up to £250,000 for any claim or series of claims during the period of insurance. We will also pay any costs and expenses we have agreed in writing.</p>	<p>Liability arising:</p> <ul style="list-style-type: none"> • as owner of the home; • from any agreement or contract unless you would have been legally liable anyway; • during visits to Canada or the United States of America which are for more than 60 days in any one period of insurance; • from the ownership or occupation of any land or buildings other than the home; • where you are entitled to cover from another source; • from any trade or business activity; • from you owning or using any: <ul style="list-style-type: none"> - power-operated lift - mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use) - aircraft, hovercraft or watercraft (other than rowing boats or canoes) - caravans or trailers - animals other than your pets - dangerous dogs specified under the Dangerous Dogs Act 1991; • from loss or damage while the home is unfurnished or unoccupied; • from the transmission of any communicable disease or virus by you or any member of your family; • from firearms (except shotguns used for sporting purposes); • for bodily injury to a member of your family or any person usually living in the home or to a person under a contract of service or apprenticeship to you or your family. • Damage to property owned by or held in trust or in the custody or control of you or your family or any person usually living in the home. • The direct or indirect consequences of assault or alleged assault. • Any deliberate, wilful or malicious act.

ACCIDENTS TO DOMESTIC EMPLOYEES

(This section applies only if the **contents** are insured under Section 2:

What is covered	What is not covered
<p>Amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the risk address.</p> <p>Limit of insurance</p> <p>We will not pay more than £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.</p>	<p>Bodily injury arising directly or indirectly:</p> <ul style="list-style-type: none"> • from any motor vehicle in Canada or the United States of America; • from any vehicle used for racing, pace-making or speed testing; • from any communicable disease or condition; • in Canada or the United States of America after the total period of stay has exceeded 60 days in the period of insurance.

ACCIDENTAL DAMAGE TO CONTENTS

(The following applies only if the schedule shows that accidental damage to contents is included and the appropriate additional premium has been paid)

What is covered	What is not covered
<p>Accidental damage to the contents within the home.</p>	<ul style="list-style-type: none"> • The first £150 of every claim unless otherwise stated in the schedule. • Damage or any proportion of damage which we specifically exclude elsewhere under Section 2: Contents. • Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. • More than £1,000 in total for porcelain, china, glass and other brittle articles. • Money, credit cards, documents or stamps. • Damage to contact, corneal or micro-corneal lenses. • Damage while the home is lent, let, sublet or unoccupied. • Damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause. • Damage arising out of faulty design, specification, workmanship or materials. • Damage from mechanical or electrical faults or breakdown. • Damage caused by dryness, dampness, extremes of temperature and exposure to light. • Damage caused by domestic pets. • Depreciation in value or indirect loss.

SETTLING CLAIMS (CONTENTS)

How we deal with your claim

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 2: **Contents**.

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 for or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes;
- camping equipment;
- household linen;
- pedal cycles

where **we** will take off an amount for wear and tear.

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 (unless otherwise stated in the **schedule**).

Your sum insured

The most **we** will pay under Section 2: **Contents** is the sum insured shown on the **schedule** of **contents**, adjusted in line with index linking.

Under-insurance

If the cost of repairing or replacing the **contents** is more than the sum insured at the time of any loss or damage, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of repairing or replacing **your contents**, **we** will only pay one-third of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with the changes in the Government Consumer Durables Index or in line with any other index that **we** decide. If **you** make a claim, index linking will continue during the period when the repair is being carried out as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. Each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

SECTION 3 VALUABLES AND PERSONAL BELONGINGS

(This section applies only if the **contents** are insured under Section 2:

What is covered	What is not covered
<p>Accidental loss, damage or theft of the property stated below occurring during the period of insurance when in the United Kingdom, or elsewhere in the world during a temporary visit not exceeding 60 days in any one period of insurance.</p> <ul style="list-style-type: none">• Specified items We will pay the cost of replacing or repairing loss or damage to any item specified in the schedule.• Unspecified valuables, clothing and personal belongings We will pay the cost of replacing or repairing your valuables, clothing and personal belongings up to the sum insured in the schedule.• Sports and camping equipment We will pay the cost of replacing or repairing your sports and camping equipment up to the sum insured in the schedule.	<ul style="list-style-type: none">• The first £150 of every claim unless otherwise stated in the schedule.• We will not pay you more than the sum insured for that item as shown in the schedule.• Damage caused by moth, vermin, rot, wear and tear or any gradually operating cause.• Damage from electrical or mechanical faults or breakdown.• More than £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule.• Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.• Damage to guns caused by rusting or bursting of barrels.• Breakage of any sports equipment whilst in use.• Any loss of or damage to contact, corneal or micro-corneal lenses.• Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision.• More than £350 for any one mobile phone unless stated otherwise in the schedule.• Loss or damage to tyres, lamps, accessories unless the cycle is stolen or damaged at the same time.• Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes.• Replacing a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.• Theft of cycles by fraudulent means.• More than £750 per cycle.• More than £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.• More than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms.• Loss or damage caused by domestic pets.• Faulty workmanship• Riot or civil commotion outside the United Kingdom.• Depreciation in value or indirect loss.

SETTLING CLAIMS (VALUABLES AND PERSONAL BELONGINGS)

How we deal with your claim

We will, at our option, repair, replace or pay for any article lost or damaged except for:

- clothing;
- household linen;
- camping equipment

where we will take off an amount for wear and tear.

What is not covered

- The cost of replacing any undamaged article forming part of a pair or set of articles (unless otherwise stated in the **schedule**).

Your sum insured

The most we will pay under Section 3: **Valuables** and **Personal belongings** is 10% of the **contents** sum insured unless otherwise stated in the **schedule**.

The most we will pay for any one item under Section 3: **Valuables** and **Personal belongings** is £2000 unless otherwise stated in the **schedule**.

Under-insurance

If the cost of repairing or replacing the **valuables** and **personal belongings** is more than the sum insured at the time of loss or damage, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of repairing or replacing **your valuables** and **personal belongings**, we will only pay one-third of the claim.

SECTION 4 FREEZER COVER

(This section applies only if the contents are insured under Section 2: Contents)

What is covered

The cost of replacing **your** food in **your** refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the **period of insurance**.

What is not covered

- The first £150 of every claim unless otherwise stated in the **schedule**.
- Loss or damage caused by any electricity or gas company deliberately cutting off or restricting **your** supply.
- Loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- Loss or damage caused where **you** have not complied with the operating instructions set out in the manufacturer's handbook.
- Loss or damage unless notification is made within 48 hours of discovery.

SECTION 5 MONEY AND CREDIT CARDS

(This section applies only if the contents are insured under Section 2: Contents)

What is covered

- 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).

Provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the card issuing company and the Police.

What is not covered

- The first £150 of every claim, unless otherwise stated in the **schedule**.
- Any shortages due to error or omission.
- Loss of value.
- More than £500 in total in respect of **money** and **credit cards**.
- Loss where conditions under which **your** credit card(s) were issued to **you** have been breached.

What is covered

This insurance extends to cover the cost of repairing or replacing **your** pedal cycle(s) (as shown in the **schedule**) following:

- theft or attempted theft;
- accidental loss or damage anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

What is not covered

- The first £150 of every claim, unless otherwise stated in the **schedule**.
- Loss or damage to tyres, lamps, accessories unless the cycle is stolen or damaged at the same time.
- Loss or damage due to wear and tear or any gradually operating cause.
- Damage from mechanical or electrical faults or breakdown.
- Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes.
- Replacing a stolen cycle unless it was locked to an immovable object or kept in a locked **building** at the time of the theft.
- Any amount exceeding the sum insured stated on the **schedule**.
- Theft by fraudulent means.

FAMILY LEGAL COSTS

(**Your schedule** will show if this cover applies)

Family Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the **Insurer**, and **We** act on their behalf.

ASSISTANCE HELPLINE SERVICES

Legal Helpline

You can use the helpline service 24 hours a day, seven days a week to discuss any legal problem which happens in the United Kingdom, the Channel Islands and the Isle of Man and during the **Period of Insurance**.

Simply telephone **0344 770 1040** and quote "**IMD – Family Legal Expenses**".

Telephone calls may be recorded and/or monitored for both **Your** and **Our** protection.

TOTAL LEGAL

Your policy provides **You** with the Total Legal package, which aims to address any legal issue **You** might have that is not covered under **Your** Family Legal Protection policy. The package provides the following benefits:

Additional Legal Services

This package aims to help provide a wide range of legal services. With standard legal expenses policies, there are always some situations where it is not possible to cover legal costs - in particular those which most people face at some time, but which are, still, often expensive and sometimes unexpected. Examples include:

- Legal costs as a result of the sale or purchase of **Your** home and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **You** deal with these, and other matters which may come up, **We** can give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with experts in all areas where **You** may need help.

If **You** would like to make use of this service, please contact the number above for an initial telephone consultation which will be provided free of charge. **Our** panel solicitors will give **You** a quote for the likely cost if they represent **You** and it will then be up to **You** whether or not **You** appoint them to act for **You**.

LEGAL COSTS INSURANCE

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** happens. Where it is necessary to start court proceedings, or a **Conflict of Interest** happens, and **You** want to use a legal representative that **You** choose **Yourself**, **We** will not pay **Advisers' Costs** which are more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

Your Family Legal Protection covers **Costs** set out under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits**
- and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do, or fail to do, has a negative impact on **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under this insurance and no exclusions apply then it is vital that **You** comply with the conditions of this insurance in order for **Your** claim to proceed. The conditions that apply to this insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this insurance are:

1. Prospects of Success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in **Your** best interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** finds that there is not a 51% or higher chance of success, then **We** might decline or stop giving support for **Your** case.

2. Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate is more than the amount in dispute then **We** might decline or stop giving support for **Your** case.

3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate **Your** cover might be affected and:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- the **Insurer** might not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

4. Freedom of Choice

You can choose **Your** own **Adviser** to act for **You** when it is likely that court proceedings might need to be started. If **You** do this, **We** will only pay **Standard Advisers' Costs** up to the **Maximum Amount Payable** (which **We** have the right to change from time to time).

DEFINITIONS

Where the following words appear in bold in this insurance they have these special meanings.

Adviser	Our specialist panel solicitors or accountants (or their agents) appointed by Us to act for You , (provided We agree) where it is necessary to start court proceedings or a Conflict of Interest happens, another legal representative chosen by You .
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Advisers' Costs	Legal or accountancy fees and disbursements paid by the Adviser .
Adverse Costs	Third party legal costs awarded against You which will be paid on the Standard Basis of Assessment provided that these costs arise after written acceptance of a claim.
Conditional Fee Agreement	An agreement between You and the Adviser (or between Us and the Adviser) which sets out the terms under which the Adviser will charge You (or Us) for their fees.
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether spoken or in writing.
Costs	Standard Advisers' Costs and Adverse Costs .
Data Controller	The party which decides the purpose for, and the manner in which, personal data are, or are to be, processed.
Data Protection Legislation	The relevant Data Protection Legislation in force in the Territorial Limits where this cover applies at the time of the Insured Event .
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .
Excess	The amount that You must pay towards the cost of any claim as stated below:- Property Infringement section: £250 All other sections £50 The Excess will be paid to, and at the request of, the Adviser .
Identity Fraud	A person, or group of persons, knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit, or assist another to commit, an illegal act.
Insured Event	The incident (or the start of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this insurance.
Insurer	AmTrust Specialty Limited.
Legal Action(s)	a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; b) The defence of criminal prosecutions to do with Your employment
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which might give rise to a claim under this insurance.
Maximum Amount Payable	We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an Insured Event is £50,000 For the purposes of the Maximum Amount Payable , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of Insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents as defined in the Maximum Amount Payable and may, if We wish,, change from time to time.
Standard Basis of Assessment	The way in which the costs of legal proceedings are assessed where the court only allows amounts that are in proportion to the subject matter being disputed. The court will decide whether or not the costs were reasonable for the party having to pay the costs.
Territorial Limits	The United Kingdom, the Channel Islands and the Isle of Man.
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	Any person who has paid the premium, or on whose behalf the premium has been paid, and been declared to Us by Your insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to Your family members' resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death.

COVER

Consumer Pursuit

What is covered

Costs to pursue a **Legal Action**, resulting from an **Insured Event**, following a breach of a contract **You** have entered into for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from, or before, the date on which the agreement was made.

What is not covered

Claims:

- where the amount in dispute is below £125 plus VAT
- for, or related to, professional negligence
- involving a vehicle owned by **You** or for which **You** are legally responsible
- resulting from a dispute with any government, public or local authority
- resulting from the purchase or sale of **Your** main home
- relating to a lease tenancy or licence to use property or land
- relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- relating to a dispute with any financial services supplier resulting from the sale or performance of products and services offered or provided to **You**
- directly or indirectly resulting from planning law
- directly or indirectly resulting from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT

Consumer Defence

What is covered

Costs to defend a **Legal Action**, resulting from an **Insured Event**, brought against **You** following a breach of a contract **You** have entered into for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not covered

Claims:

- where the amount in dispute is below £125 plus VAT
- involving a vehicle owned by **You** or which **You** are legally responsible for
- resulting from a dispute with any government, public or local authority
- resulting from the sale or purchase of **Your** main home
- relating to a lease tenancy or licence to use property or land

Personal Injury

What is covered

Costs to pursue a **Legal Action**, resulting from an **Insured Event**, following an accident, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages being claimed are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered

Claims:

- resulting from medical or clinical treatment, advice, assistance or care
- for stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- for illness, personal injury or death caused gradually and not caused by a specific sudden event
- involving a vehicle owned or driven by **You**

Employment Disputes

What is covered

Standard Advisers' Costs to pursue a **Legal Action**, resulting from an **Insured Event**, brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer (or ex-employer) for breach as an **Employee** of **Your**:

- **Contract of Employment**; or
- legal rights under employment laws.

What is not covered

Claims:

- where the breach occurred in the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred
- for a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- for **Standard Advisers' Costs** of any disciplinary, investigatory or grievance procedure connected with **Your Contract of Employment** or the costs connected with any settlement agreement
- where the breach is alleged to have commenced or to have continued after termination of **Your** employment
- for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- for any hearing fees and issue fees which **You** might need to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

Property Infringement

What is covered

Costs to pursue a **Legal Action**, resulting from an **Insured Event**, for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

What is not covered

Claims:

- where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- in respect of works undertaken, to be undertaken by or under the order of any government or public or local authority
- for adverse possession
- in respect of a contract **You** have entered into
- directly or indirectly resulting from planning law
- directly or indirectly resulting from constructing buildings or altering their structure for **Your** use
- directly or indirectly arising from:
 - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building)
 - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground)
 - land slip (meaning downward movement of sloping ground)
 - mining or quarrying

Property Sale and Purchase

What is covered

Costs, resulting from an **Insured Event**, to pursue or defend a **Legal Action** in respect of a breach of a contract for the sale or purchase of **Your** main home.

What is not covered

Claims:

- where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home
- where the amount in dispute is below £125 plus VAT
- for and/or in any way related to professional negligence
- directly or indirectly resulting from planning law
- directly or indirectly resulting from constructing buildings or altering their structure for **Your** use

Personal Identity Fraud

What is covered

Costs to pursue actions in the **Territorial Limits** relating to a single act, or the start of a series of single acts, against **You** by one person or group of people:

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

What is not covered

Claims:

- where **You** have not been the victim of **Identity Fraud**
- where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**
- where the **Identity Fraud** has been carried out by somebody who is living or has lived with **You**
- for **Costs** resulting from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

GENERAL EXCLUSIONS

1. There is no cover where:

- The **Insured Event** started before this policy began
- **You** do not have the relevant section of cover in place
- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- an estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- **Your** insurers refuse to accept this insurance policy as valid or refuse indemnity

2. There is no cover for:

- claims over loss or damage where that loss or damage is insured under any other insurance
- claims made by, or against, **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- any claim **You** make which is false or fraudulent or exaggerated
- defending **Legal Actions** resulting from anything **You** did deliberately or recklessly
- **costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:

- a dispute between **You** and someone **You** live with or have lived with
- **Your** business trade or profession other than as an **Employee**
- an application for a judicial review
- defending or pursuing new areas of law or test cases

4. Sanction Limitation and Exclusion Clause

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **Your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

6. Contracts (Rights of Third Parties) Act 1999

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

CONDITIONS

Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** might investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** might reach a settlement of the legal proceedings.
- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** need to decide whether a claim might be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have chosen to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- d) The **Adviser** will:-
 - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any Judgment obtained.
 - ii) keep **Us** fully advised of all developments and give such information if **We** need it.
 - iii) keep **Us** advised of **Advisers' Costs** incurred.
 - iv) advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance will be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) send in bills for assessment or certification by the appropriate body if asked for by **Us**.
 - vi) attempt recovery of costs from third parties.

- e) In the event of a dispute arising as to **Advisers' Costs** **We** may need **You** to change **Adviser**.
- f) The **Insurer** will only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** will supply all information asked for by the **Adviser** and **Us**.
- h) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to give **Us** all information that **We** ask for and report to **Us** as **We** direct at their own cost.

Prospects of Success

At any time **We** might, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** might decline support or any further support.

Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** might, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society might be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Fraud

In the event of fraud, the **Insurer**:

- a) Will not be liable to pay the fraudulent claim
- b) Might recover any sums paid to **You** in respect of the fraudulent claim
- c) Might cancel this policy with effect from the fraudulent act and keep all premiums paid
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

Other Insurances

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

Cancellation

Your **right to cancel**:

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

The **Insurer's** right to cancel

The **Insurer** can cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

English Law and Language

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

Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change gives a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** might need assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and send in a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline might be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** must tell **Us** straight away of any potential claim or circumstances which might lead to **You** making a claim. If **You** are not sure whether to tell us or not, it's best to call the **Legal Helpline**. Please note that any avoidable delay in notifying any claim might result in a claim being declined.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Customer Service

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

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

Our contact details are:-

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

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

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

Compensation

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

Authorisation

This policy is administered by Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. However, if **you** have a complaint relating to “**magenta:home**”, please write to the Chief Executive of magenta insurance at the address shown on **your schedule**. Please quote **your** policy number and/or claims reference number in all correspondence to enable the matter to be dealt with speedily.

If **you** are still not happy with the way the matter is dealt with, please write to the insurer as detailed on the **schedule**.

Notice

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the participants is available upon request. In dealing with **your** application, this Register may be searched. In the event of a claim, the information **you** have supplied, together with other information relating to the claim, may be put on the Register and made available to participants.

Continuous renewal

Your “**magenta:home**” policy is valid for a 12 month period from the inception date (as shown on the **schedule**). Annually, **your** renewal will be invited in writing prior to the expiry of the policy period. **You** will be advised of **your** renewal premium and the alternative payment methods available to **you**. However, where payment is already being made by Direct Debit, cover will continue at the terms invited, unless prior to renewal date **you** inform **us** otherwise or **your** Direct Debit mandate is cancelled. **Your** premium will be collected by Direct Debit for the new policy period.

Data protection

We are registered under the Data Protection Act 1998, ensuring all personal data is held and processed in accordance with the Act. **Your** personal data will be used for the purpose of quoting and providing the insurance contract **you** require. **We** may need to disclose this data to insurers and third party service providers for the purpose of fulfilling **our** contractual obligations.

HOW TO MAKE A CLAIM

(For peace of mind, all **our** policies offer a 24 hour claims helpline service)

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service. All **you** have to do is phone the claims line detailed on the **schedule**.

Please remember to quote **your** policy reference number and claim reference number at all times.

HELPLINE

Legal Advice

For telephone advice on any private legal problem of concern to **you** or any member of **your** household, please call 0344 770 1040 and quote “magenta insurance Family Legal Costs Insurance”.

For full terms and conditions, please refer to pages 20 to 29.

1st Floor, 2 Cornhill, Bury St. Edmunds, IP33 1BE

t: 03300 555 210

e: support@magentainsurance.co.uk

w: www.magentainsurance.co.uk