# Elite Home policy wording

Home Insurance



HOWDEN

# Contact Us

Should you need to make a claim under this policy please contact us using the appropriate contacts below:

Howden UK Brokers Limited
Claims (Sections 1-5)
Unit 8
Lakeside Business Village
Fleming Road
Chafford Hundred
Grays, Essex
RM16 6EW

0300 373 2721
privateclientsclaims@howdeninsurance.co.uk
www.howdeninsurance.co.uk

Legal Expenses (Section 6)
ARAG plc
Unit 4a
Greenway Court
Bedwas, Caerphilly
CF83 8DW

Legal advice line 0344 571 7976
Legal claims line 0117 917 1698

Emergency Assistance (Section 7)
ARAG plc
Unit 4a
Greenway Court
Bedwas, Caerphilly
CF83 8DW

Claims – 0330 303 1541

# Introduction

I am delighted you have chosen Howden to arrange your insurances. As your insurance broker, we take our responsibility extremely seriously. Nobody wants to claim on their insurance policy, but if you do, I want you to feel that we have done everything we can to help you through the experience. If you ever find any part of our service less than first class, please get in touch with me personally.





**MARK DAINES**

Director

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# Elite Home Insurance
# Important Contract Information

This insurance has been designed specifically to give cover for **private residences** and their **contents**. It is intended to be clear in language and layout but it is important that **you** understand the extent of cover provided by **us** and **your own** obligations in order to receive the full benefit of this insurance.

The Insurer(s) for the individual Sections are as shown on **your** Schedule. The obligations and liabilities of the Insurers are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

The written authority under the agreement number(s) stated in the Schedule allows Howden to issue this certificate on behalf of Insurers, whose details are given in the authority and are shown in the Schedule.

Many of the words and phrases used have a special meaning in the context of this insurance. Where a word or phrase is in bold type please refer to the Definitions on pages 8 and 9 applicable to Sections 1-5, pages 31 and 32 applicable to Section 6, page 40 applicable to Section 6A and page 47 applicable to section 7.

General Terms, Conditions and Exclusions applicable to Sections 1-5 are shown on pages 10-14. The Cancellation Clause is shown on page 15 and applies to the whole policy.

**We** agree, to the extent and in the manner provided in this insurance, to pay **you** for any physical loss or physical damage or legal liability for accidents occurring during the **period of insurance** after **you** have proved such loss, damage or liability.

**You** and **we** are the only parties to this insurance. No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

**You** and **we** are free to choose the law applicable to this insurance contract. However, unless specifically agreed to the contrary this insurance shall be subject to English Law. If there is a dispute it will only be dealt with in the courts of England and Wales. Furthermore, unless otherwise agreed, the language of this contract shall be English.

The Insurer(s) for the individual sections are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Conduct Authority (FCA):
12 Endeavour Square
London
E20 1JN

Prudential Regulatory Authority (PRA):
20 Moorgate
London
EC2R 6DA

## Data Protection

It is understood by **you**, that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 2018 or any replacement legislation, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## Customers With Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats, please contact Howden.

## Complaints

It is always **our** intention to provide **you** with a quality service. If **you** think **we** have let **you** down, any enquiry or complaint should be addressed to Howden UK Brokers Limited in the first instance by writing to: The Compliance Officer, Howden UK Brokers Limited, 2 Des Roches Square, Witan Way, Witney, OX28 4LE
If **we** believe that another party is responsible for the substance of **your** complaint, either solely or jointly with Howden, **we** will pass **your** complaint to them and advise **you** of this when **we** acknowledge **your** complaint.

If after following the above procedure **your** problem has not been resolved to **your** satisfaction **you** have the right to refer the matter to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Phone: 0800 023 45 67 (calls from UK landlines and mobiles are free) or 0300 123 9123. **You** can visit the Financial Ombudsman Service website at www.financial-ombudsman.co.uk.

The Ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. More information is available from **us** or the Ombudsman.

If **you** take any of the action mentioned, it will not affect **your** right to take legal action.

**Financial Services Compensation Scheme**

**Your** Insurers are covered by the Financial Services Compensation Scheme (FSCS). This means that **you** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 90% of the claim without any upper limit. Further information about compensation is available from the FSCS at **www.fscs.org** or telephone 0800 678 1100 or 020 7741 4100

# Sections 1-5 definitions

## Amount insured

The maximum **we** will pay as shown in **your** Schedule. Unless stated otherwise, amounts apply to each incident of loss and will be available again in full to meet further claims provided **you** carry out **our** recommendations to prevent further loss or damage. The **amount insured** may be adjusted in accordance with policy terms and conditions.

## Buildings

The **private residence** including decorations and **fixtures and fittings** (including those belonging to the leaseholder), lifts, domestic fixed fuel tanks, solar panels, swimming pools, permanently installed hot tubs, underground service pipes and cables, sewers and drains, memorial stones, terraces, patios, tennis courts, driveways, footpaths, walls, gates, hedges, fences, bridges, decking, gazebos, pergolas, polytunnels, fruit cages, septic tanks, manhole covers, radio and television aerials, satellite dishes, their fittings and masts and other permanent structures, all at the address shown in the Schedule and which belong to **you** or for which **you** are legally responsible.

## Contents

Household goods, freezer **contents,** domestic heating oil, personal property (including the personal property of permanent members of **your** household in full-time education while they are staying away from home), sports equipment for personal use (including guns and saddlery), tenant's and leaseholder's **fixtures and fittings** (including decorations, radio and television aerials, satellite dishes, their fittings and masts), all of which belong to **you** or for which **you** are legally responsible.

The following property is not included within **contents:**

- property used for business purposes other than office equipment and laptops normally kept at the **private residence**
- motor vehicles, other than quad bikes, golf buggies, wheelchairs and domestic gardening equipment
- trailers, other than trailers up to 15 feet or 4.5 metres in length
- watercraft, other than canoes, kayaks, rowing boats and dinghies up to 12 feet or 3.6 metres, including their accessories and sailboards
- aircraft
- **money** and **credit cards**
- any animal
- **outdoor items** in excess of £25,000 in total.

## Credit cards

Credit, debit, charge, cheque, bankers' or cashpoint cards.

## Domestic duties

Those duties relating to **your private residence.**

## Domestic employees

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

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

## Fine art and antiques

Including but not limited to: furniture, paintings, drawings, etchings, prints, photographs, tapestries, rugs, manuscripts, books, porcelain, sculpture, medals, stamps or coins forming part of a collection, articles made of precious metals or precious stones, gold and silver plated items, and all other collectible property which belongs to **you** or for which **you** are legally responsible.

Jewellery, watches, furs and guns are not included within **fine art and antiques**.

| | |
|---|---|
| Fixtures and fittings | Items that are fixed to and form part of the structure at the **private residence** and include: bathroom suites, fitted furniture, fitted kitchens, flooring, decorations including wallpaper, murals and stencils. |
| Heave | Upward movement of the ground beneath the **buildings** as a result of the soil expanding. |
| Landslip | Downward movement of sloping ground. |
| Money | Cash, cheques, postal orders, bank drafts, travel tickets, travellers cheques, postage stamps, savings stamps and certificates, premium bonds or other negotiable documents. |
| Outdoor items | Garden furniture, swimming pool covers and equipment, fixed recreational toys, barbecues, ornaments, statues and other similar items normally left outdoors. |
| Period of insurance | The time for which this insurance is in force as shown on **your** Schedule. |
| Private residence | The dwelling(s), greenhouses, outbuildings and other habitable permanent structures situated at the address shown on **your** Schedule including garages and carports comprising part of that address. |
| Settlement | Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction. |
| Subsidence | Downward movement of the ground beneath the **buildings** other than by **settlement.** |
| United Kingdom | England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, including transits in between. |
| Unoccupied | **Your home** is considered to be **unoccupied** whenever it is insufficiently furnished for normal living occupancy purposes, or although furnished, has been without and/or intended to be without an occupant for a period in excess of 60 days. |
| Valuables | Personal property including jewellery, watches, furs and guns which belong to **you** or for which **you** are legally responsible. **We** do not include **fine art and antiques** or **money** and **credit cards** within **valuables.** |
| Vermin | Brown or black rats, house or field mice, and wasps' or hornets' nests. |
| We/us/our | The Insurers as shown on **your** Schedule (either individual or corporate) who have a share in this insurance. |
| You/your/yourself | The person named as the policy holder on **your** Schedule and all permanent members of that person's household, including **domestic employees** who live in the **private residence.** |

# General Terms Applicable to Sections 1-5

## Claims procedure

**A. You** must tell Howden as soon as reasonably possible of any incident or accident which may result in a claim under this insurance and give all necessary assistance **we** may require. If **you** do not, then **we** shall not be liable to pay **your** claim. If **you** think a crime has been committed, **you** must also report this to the police and obtain a crime reference number from them. If **you** do not, then **we** may not be liable to pay **your** claim.

**B.**

**i** If protection measures or temporary repairs are needed urgently to prevent further physical loss or physical damage, **you** must arrange for them to be done immediately. Keep all invoices or bills because they may form part of **your** claim.

**ii** Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** wish to do so.

**iii** **You** must prove the loss or damage has occurred and give **us** all the cooperation **we** need.

If **you** do not, then **we** shall not be liable to pay **your** claim.

**C** **You** must send to Howden immediately every writ, summons, legal process or letter **you** receive if someone is holding **you** responsible for causing injury or disease, or damage to their property. If **you** do not do so, or if **you** admit liability or enter into negotiations or make an offer or promise of payment without **our** written consent **we** shall not be liable to pay **your** claim.

**D** **We** can take over and deal with, in **your** name (but at **our** expense), the defence or settlement of any claim. **We** can also start proceedings in **your** name to recover for **our** benefit the amount of any payment made under this insurance.

## Payment of claims

**Excess agreement**

In the event of an incident that requires a claim to be made under more than one Section of this policy, **we** will only apply one excess. However, should the excess amounts vary, the excess to be applied will be the higher.

**Buildings**

**We** will pay the cost of rebuilding or repairing the lost or damaged **buildings. We** will normally require rebuilding or repairs to be carried out, but if **you** and **we** agree it is not reasonable to do so, **we** will instead pay **you** an amount that **we** both consider fair up to the **amount insured.**

In addition, **we** will also pay for the following necessary and reasonable expenses incurred in rebuilding or repair:

**i** fees to architects, surveyors and consulting engineers

**ii** the cost of clearing the site and making the **buildings** safe

**iii** the cost of complying with any government or local authority requirement, unless notice was served on **you** before the date of loss or damage, and provided the **buildings** were originally built in accordance with any government or local authority requirements in force at the time.

The most **we** will pay in all for these expenses is 25% of the insured rebuilding cost or **insured** cost of repairs to the **buildings.**

**Building Valuations**

**We** will pay up to 125% of the **amount insured** for **buildings** if, at the start of the first **period of insurance** and/or any subsequent renewal, **you** have provided **us** with a full independent professional survey for reinstatement costs which, at such start date or last renewal date (whichever is the later), is no more than three years old. Where **you** have not provided such a

valuation, or it is more than three years old, **we** will only pay up to the a**mount insured.** In both instances, **we** will also pay any increase resulting from the automatic monthly application of index linking.

**Contract Work**

**You** must tell Howden immediately if **you** are intending any alteration, extension or renovation of the **private residence,** where the cost of the work is over £100,000.

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

**Contents**

**We** will decide whether to repair or replace the lost or damaged item, or to make a cash settlement based on the replacement cost as new. There will be no deduction for wear and tear.

The most **we** will pay for the following items, which are included within the total **amount insured** for **contents,** for each incident of loss is:

for **outdoor items**:
£25,000

for gold, silver, gold and silver plate, jewellery, watches or furs:
£5,000

for caravans, non-motorised horse boxes and trailers when not being towed:
£5,000

for canoes, kayaks, sailboards, rowing boats and dinghies up to 12 feet or 3.6 metres in length:
£5,000

for property used for business purposes:
£20,000

In addition to the **amount insured** for **contents, we** will pay up to the following amounts for each incident of loss:

for personal documents or title deeds:
£20,000

for computer software:
£2,500

for retrieval of electronic data:
£10,000

**Fine Art and Antiques**

For items listed in the specification that are lost or destroyed **we** will pay the value agreed by **us** in the specification for the lost or damaged item. If, however, **you** have had a professional valuation carried out within the last three years, and the values in the specification reflect this, **we** will pay the market value up to 125% of the agreed value.

If a specified item is partially damaged **we** will pay the cost of restoration plus any loss in value up to the value agreed by **us** for that item. However, **we** will not pay more than the total **amount insured** for **fine art and antiques.**

For any item not specified but included within the **amount insured, we** will at **our** option repair, replace or pay for the lost or damaged article. If an unspecified item is partially damaged and **we** decide to repair it, **we** will also pay for any loss in value.

The most **we** will pay for any one item, pair or set which is not specified is its current market value or £30,000, whichever is the lesser.

**Valuables**

For items listed in the specification that are lost or destroyed **we** will, at **your** option, replace or pay the value agreed by **us** in the specification for the lost or damaged item. If, however, **you** have had a professional valuation carried out within the last three years, and the values in the specification reflect this, **we** will pay the market value up to 125% of the agreed value. However, **we** will not pay more than the total **amount insured** for **valuables.**

If a specified item is partially damaged **we** will pay the cost of restoration up to the value agreed by **us** for that item.

For any item not specified but included within the **amount insured** for **valuables we** will, at **our** option, repair, replace or pay for the lost or damaged article. If an unspecified item is partially damaged and **we** decide to repair it, **we** will also pay for any loss in value.

The most **we** will pay for any one item, pair or set which is not specified is its current market value or £15,000, whichever is the lesser.

**Full Payment**

Upon settlement of a claim for an item, pair or set **we** reserve the right to take ownership of the damaged item itself and the remaining parts of the pair or set.

**Recovered Property**

If **we** recover any of **your property** for which **we** have paid **you** a claim, **we** will write to **you** at **your** last known address and **you** can buy it back from **us** within 60 days at the lesser of:

**i** the amount of the settled claim plus interest and loss adjustment and recovery expenses; or
**ii** the fair market value at the time of recovery as determined by **us.**

**Reinstatement**

**We** will not reduce the amounts **insured** shown on the Schedule following a claim, provided **you** agree to carry out **our** recommendations to prevent further loss or damage.

**Indexation**

**We** will adjust the **amount insured** for **buildings, contents, fine art and antiques** and **valuables** each month according to an appropriate index at no additional premium. The renewal premium will be calculated on the revised sums insured and **you** should check all the **amounts insured** to make sure they are up to date.

# General Terms Applicable to Sections 1-5

## Conditions

This insurance applies to physical loss or physical damage, or legal liability for accidents occurring during the **period of insurance.**

**You** must:

**A**. Use all reasonable efforts to maintain the **amount insured** at full value which is:

**i** for **buildings:** the estimated cost of rebuilding, if the **buildings** were destroyed (this is not the same as the market value), not including fees. **We** allow an additional 25% of the **amount insured** for fees
**ii** for **contents:** the current cost as new
**iii** for items of **fine art and antiques:** the current market value
**iv** for **valuables:** the current market value

**B** Take reasonable steps to safeguard against accident, injury, loss or damage and maintain all the insured property in good condition and repair
**C** Tell **us** before **you** enter into a building works contract where the estimated cost is more than £100,000 which involves any work to extend, renovate, build or demolish any part of the **buildings**
**D** Tell **us** if the building is no longer **your** permanent residence, or if it is likely to be **unoccupied** or let. **We** may then amend the terms of this insurance
**E** Have paid the premium.

**Information and changes we need to know about**

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell Howden immediately if there are any changes to the information set out in the application form/ Statement of Fact or on **your** schedule. **You** must also tell Howden immediately about the following changes:

- any intended alteration to, extension to or renovation of **your** property where the cost of the work is over £100,000
- any change to the people insured, or to be insured
- any change or addition to the **contents** or the property to be insured that results in the need to increase the **amounts insured** or the limits that are shown on **your** policy schedule
- if **your** property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- if **your** property is to be **unoccupied** for any continuous period exceeding 60 days
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **you** are in any doubt, please contact Howden.

When **we** are notified of a change, **we** will tell Howden if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim
- **we** may not pay any claim in full
- **we** may revise the premium and/or change any excess
- the extent of the cover may be affected.

**Fraud Prevention**

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- share information about **you** with other organisations and public bodies including the Police
- check and/or file **your** details with fraud prevention agencies and databases
- undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

**We** can supply on written request to **us** details of the databases **we** access or contribute to.

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you.**

**Other Insurance**

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **we** will not make any payment under occupiers, personal and **domestic employees** liability cover until all cover under that other insurance is exhausted. For all other claims **we** will not pay more than **our** share.

IMPORTANT NOTE

THIS CONDITION WILL NOT HAVE THE EFFECT OF LEAVING YOU WITHOUT COVER FOR ANY CLAIM AND OPERATES WHERE THERE IS ANY OTHER INSURANCE COVERING THE SAME CLAIM (OR WOULD HAVE IN THE ABSENCE OF THIS POLICY) AND DETERMINES HOW THOSE INSURANCE POLICIES APPLY.

# Cancellation Clause Applicable to the Whole Policy

## Your right to cancel

If **you** decide **you** do not wish to proceed, then **you** can cancel this insurance by writing to Howden within 14 days of either:

**i** the date **you** receive **your** policy or renewal documentation; or
**ii** the day of purchase or renewal of the contract whichever is the latter.

Providing **you** have not made any claims, **we** will refund the premium.

To exercise **your** right to cancel **your** policy, please contact Howden.

If **you** do not exercise **your** right to cancel **your** policy it will continue and **you** will be required to pay the premium.

Following the expiry of the 14-day period **you** can cancel this insurance at any time by writing to Howden. **You** may be entitled to a proportional refund of premium but not if **you** have made a claim in the current **period of insurance.**

## Our right to cancel

**We** will only cancel this policy or any part of it for a valid reason. These include but are not limited to the following:

- if **you** have not paid **us** the due premium within 30 days of the inception date **we** may cancel this insurance from the inception date by sending seven days' notice to **you** by registered post at **your** correspondence address
- if **you** pay the premium by instalments and an instalment remains unpaid after 30 days, **we** may cancel this insurance from the date the last instalment was due by sending seven days' notice to **you** by registered post at **your** correspondence address. Under the Consumer Credit Act, in the event of an instalment default, **we** will write to **you** to give **you** the opportunity to pay **us**. If the payment is not subsequently received, the cancellation right will be invoked
- where **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property)
- there is a change in risk occurring which **we** are unable to insure
- non-cooperation or failure to supply documentation **we** reasonably request and this affects **our** ability to process a claim or defend **our** interests. See the 'Claims Procedure' Section of the General Terms Section in this policy wording
- where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See important note below
- failure to take reasonable care of the property insured
- where **we** reasonably suspect fraud.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy under this Section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

IMPORTANT NOTE:

THE CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012 SETS OUT SITUATIONS WHERE FAILURE BY A POLICYHOLDER TO PROVIDE COMPLETE AND ACCURATE INFORMATION REQUESTED BY AN INSURER ALLOWS THE INSURER TO CANCEL THE POLICY, SOMETIMES BACK TO ITS START DATE AND TO KEEP ANY PREMIUMS PAID.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance,** no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

# General Exclusions Applicable to Sections 1-6, 6A and 7

This insurance does not cover:

**A** Loss, damage, or liability, arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

**B** Loss, damage, or liability, directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**C** Loss, damage, or liability, caused by or resulting from confiscation, nationalisation, requisition, or destruction of, or damage to, property by, or under the order of, any government or public or local authority.

**D** Any loss that is not the direct result of the insured incident itself.

The following additional exclusions also apply:

**Electronic Data Exclusion Clause**

**We** will not pay for:

**i** loss of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom

**ii** 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 purpose of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature.

**Biological and Chemical Contamination Clause**

**We** will not pay for:

**i** Loss of or damage to any property whatsoever, or any loss or expenses whatsoever

**ii** Any legal liability of whatsoever nature

**iii** Death or injury to any person

directly or indirectly caused by, or contributed to, or arising from 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.

# Section 1 – Buildings

Please refer to **your** schedule to see if **your Buildings** are covered. **You** should note that the General Terms, including Claims Procedure, Payment of Claims, Conditions and Exclusions, all apply to this Section.

**A. Buildings**

**Buildings** are insured against physical loss or physical damage occurring during the **period of insurance,** subject to the additional exclusions that apply to this section.

**We** do not cover:

**i** loss or damage caused by or resulting from:
- **a** wear and tear or gradual deterioration, inherent defect, rust or oxidation, moths or **vermin,** normal **settlement,** warping or shrinkage, rot, fungus, mould or infestation
- **b** aridity, humidity, exposure to light or extremes of temperature, unless such loss or damage is caused by storm or fire
- **c** demolition, alteration, extension, repair or similar process to the **buildings** if the value of the work being undertaken exceeds £100,000 unless **we** have agreed it
- **d** **we** will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the **contractor**
- **e** other gradually operating causes, including smoke and rising damp.

**ii** loss or damage caused by or resulting from misuse, faulty workmanship, defective design or the use of faulty materials.

**iii** the cost of maintenance or normal redecoration.

**iv** mechanical, electrical or electronic failure, computer fault or breakdown.

**v** loss or damage caused by flood or storm (other than as a result of impact by falling trees or branches) to gates, fences or items left outside other than **outdoor items.**

**vi** loss or damage caused by escape of water from or frost damage to:
- **a** fixed water tanks, apparatus and pipes between 1st November and 30th April unless **you** keep the **private residence** heated to a minimum and continuous temperature of 10 degrees Celsius, or fixed water tanks, apparatus and pipes are shut off and drained
- **b** swimming pools.

**vii** loss or damage caused by **subsidence,** ground **heave** of the site upon which the **buildings** stand, or **landslip:**
- **a** to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences unless the main dwelling is also physically damaged at the same time
- **b** to solid floors unless the walls are physically damaged at the same time
- **c** as a consequence of coastal erosion.

# Sections 1 – Buildings

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| | **viii** loss or damage while the **private residence** is insufficiently furnished for normal living purposes, unless the loss or damage is caused by:<br>**a** fire<br>**b** lightning<br>**c** explosion<br>**d** earthquake<br>**e** aircraft and other flying devices or items dropped from them<br>**f** storm<br>**g** flood<br>**h** weight of snow<br>**i** any vehicle or animal hitting the **buildings**<br>**j** **subsidence**<br>**k** ground **heave** of the site on which the **buildings** stand<br>**l** **landslip** |
| **B. Fixed & Unfixed Building Materials**<br><br>**We** will provide cover for fixed and unfixed building materials and supplies owned by **you** and kept secured within the grounds of the **private residence** for use in construction, maintenance, repair or alteration of **your** home. | **We** do not cover<br>**i** any amount in excess of £25,000 for each incident of loss<br>**ii** the first £2,500 of each incident of loss. |
| **C. Loss of Oil or Metered Water**<br><br>**We** will pay reasonable additional metered water charges or the cost of oil lost from heating systems incurred by **you** following loss or damage caused accidentally or by a circumstance described in Section 1.A. | **We** do not cover any amount in excess of £10,000 for each incident of loss. |
| **D. Finding a Leak**<br><br>**We** will pay the reasonable costs **you** incur to find the point of escape of:<br>**i** a domestic heating fuel leak within **your** home, or a water leak from **your** permanent internal plumbing or heating system, which is likely to cause insured damage to the **buildings, contents** or **fine art and antiques;** or<br>**ii** a water leak from underground service pipes for which **you** are legally responsible outside the **private residence** but at the address shown in **your** Schedule.<br><br>This cover is not subject to an excess. | **We** do not cover:<br>**i** any amount in excess of the **amount insured** for **buildings** and in no event more than £25,000 for a water leak outside the **private residence**<br>**ii** a leak which does not first commence during the **period of insurance.** |

**E. Garden**

**We** will pay reasonable costs **you** incur to restore **your** garden following physical loss or physical damage during the **period of insurance** caused by fire, lightning, flood, impact, theft or attempted theft, or damage caused by malicious persons or the emergency services.

**We** will only pay those costs to restore the garden to the condition it was in immediately before the loss or damage.

This cover is not subject to an excess.

**We** do not cover:

**i** any amount in excess of 5% of the combined **amount insured** for Section 1. A and 2. A or £25,000 whichever is the lesser, for each incident of loss or damage

**ii** any amount in excess of £1,000 to replace any one tree, shrub or plant.

**F. Rent**

**We** will pay rent which **you** are either:

**i** unable to recover as landlord; or
**ii** liable to pay as a tenant

while the **private residence** cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the **period of insurance** or while the local authority denies **you** access to it.

**G. Alternative Accommodation**

**We** will cover the reasonable and necessary cost of alternative accommodation while the **private residence** cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the **period of insurance** or while the local authority denies **you** access to it.

**H. Replacement Locks**

If the keys to external doors, windows, safes or alarms of the **private residence,** or remote controls to garage doors, are lost or stolen, **we** will pay the cost of changing the locks and replacing the keys or remote controls.

This cover is not subject to an excess.

**I. Selling Your Home**

If **you** are selling the **buildings** covered under this insurance, **we** will extend the benefit of the cover, for the **buildings** only, to the buyer from the time **you** exchange contracts to the time the sale is complete, provided the buyer is not insured by or does not have the benefit of, any other insurance.

# Sections 1 – Buildings

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|---|---|
| **J. Fatal Injury**<br><br>If **you** suffer physical injury as a result of fire or violence by burglars at the **private residence** during the **period of insurance**, and the injury proves fatal within 12 months, **we** will pay for each insured person so injured. | **We** do not cover any amount in excess of £50,000 (or £5,000 if under 16 years of age) for each incident of loss. |
| **K. Alterations to the Private Residence**<br><br>The reasonable cost of alterations to the **private residence** if **you** are permanently disabled as a result of a sudden and unforeseen accident during the **period of insurance.** | **We** do not cover any amount in excess of £25,000 for each incident. |
| **L. Environmental Upgrade**<br><br>If **your buildings** are insured under this policy and **you** suffer physical loss or physical damage as a result of an insured event exceeding £10,000, **we** will pay towards the cost of installing the following as part of the repairs to the household heating and/or water system of **your private residence:**<br>• solar, wind, or geothermal electrical power-generating systems. | **We** do not cover:<br>**i** any amount in excess of £2,500 during the **period of insurance**<br>**ii** any installation which is not the first such system to be installed at the **private residence.** |
| **M. Preventative Measures**<br><br>If **your buildings** are **insured** under this policy and **you** suffer physical loss or physical damage caused by flood or escape of water and the loss exceeds £10,000, **we** will pay towards the cost of improvements intended to mitigate or prevent a future occurrence of the same loss. **We** will only pay towards the cost of these improvements if they are agreed by **us** during the claims settlement process. | **We** do not cover any amount in excess of £2,500 during the **period of insurance.** |
| **N. Aggravated Burglary**<br><br>**We** will pay to upgrade the security at the **private residence** following an unlawful act of violence or threat of violence to **you** by a person who has gained unlawful entry to the **private residence** while **you** are present. | **We** do not cover any amount in excess of £2,500 for each incident of loss. |
| **O. Access in the Event of an Emergency**<br><br>**We** will pay for loss or damage arising from **you** or the emergency services gaining access to the **private residence** in the event of an emergency. | |
| **P. Damage by Pets**<br><br>**We** will pay for damage caused by chewing, scratching, tearing, vomiting or fouling by pets. | **We** do not cover any amount in excess of £2,500 for each incident of loss. |
| **Q. Memorial Stones**<br><br>**We** will pay for damage to a stone or plaque in the memory of **your** parent, spouse, partner, child/partner's child, and located anywhere in the **United Kingdom.** | **We** do not cover any amount in excess of £5,000 for each incident of loss. |

# Section 2 – Contents

Please refer to **your** schedule to see if **your Contents** are covered. **You** should note that the General Terms, including Claims Procedure, Payment of Claims, Conditions and Exclusions, all apply to this Section.

**A. Contents**

These items are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance,** subject to the additional exclusions that apply to this Section.

If **your contents** are covered under this insurance, **we** will extend this cover to include the personal property of **your** visitors and non-resident **domestic employees,** other than jewellery, watches, **money** and **credit cards,** while they are at the **private residence,** provided they are not insured elsewhere. The most **we** will pay is £10,000 for each incident of loss.

**We** do not cover:

**i** loss or damage caused by or resulting from:
- **a.** wear and tear or gradual deterioration, inherent defect, rust or oxidation, moths or **vermin,** warping or shrinkage, rot, fungus, mould or infestation
- **b.** aridity, humidity, exposure to light or extremes of temperature, unless such loss or damage is caused by storm or fire
- **c.** other gradually operating causes, including smoke and rising damp.

**ii** loss or damage caused by or resulting from misuse, faulty workmanship, defective design or the use of faulty materials.

**iii** the cost of maintenance or normal redecoration.

**iv** mechanical, electrical or electronic failure, computer fault or breakdown.

**v** loss or damage caused by escape of water from or frost damage to fixed water tanks, apparatus and pipes between 1st November and 30th April unless **you** keep the **private residence** heated to a minimum and continuous temperature of 10 degrees Celsius, or fixed water tanks, apparatus and pipes are shut off and drained.

**vi** sports equipment, other than guns, golf clubs, pedal cycles and saddlery, while in use.

**vii** quad bikes or golf buggies while in use.

**viii** rowing boats, dinghies, sailboards, canoes or kayaks while they are being raced.

**ix** loss or damage to an item in transit not adequately packed and secured given the nature of the item and the means of the transport.

**x** Loss or damage while the **private residence** is insufficiently furnished for normal living purposes, unless the loss or damage is caused by:
- **a.** fire
- **b.** lightning
- **c.** explosion
- **d.** earthquake
- **e.** aircraft and other flying devices or items dropped from them
- **f.** storm
- **g.** flood
- **h.** weight of snow
- **i.** any vehicle or animal hitting the **buildings**
- **j. subsidence**
- **k.** ground **heave** of the site on which the **buildings** stand
- **l. landslip.**

# Section 2 – Contents

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|---|---|
| **B. Loss of Oil or Metered Water**<br><br>**We** will pay for reasonable additional metered water charges or the cost of oil lost from heating systems incurred by **you** following loss or damage caused accidentally or by a circumstance described in Section 2.A. | **We** do not cover any amount in excess of £10,000 for each incident of loss. |
| **C. Garden**<br><br>**We** will pay reasonable costs **you** incur to restore **your** garden following physical loss or physical damage during the **period of insurance** caused by fire, lightning, flood, collision, impact, theft or attempted theft, or damage caused by malicious persons or the emergency services.<br><br>**We** will only pay those costs to restore the garden to the condition it was in immediately before the loss or damage.<br><br>This cover is not subject to an excess. | **We** do not cover:<br>**i** any amount in excess of 5% of the combined **amount insured** for Section 1.A and 2.A or £25,000 whichever is the lesser, for each incident of loss or damage<br>**ii** any amount in excess of £1,000 to replace any one tree, shrub or plant. |
| **D. Rent**<br><br>**We** will pay rent which **you** are either:<br>**i** unable to recover as landlord; or<br>**ii** liable to pay as a tenant<br><br>while the **private residence** cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the **period of insurance** or while the local authority denies **you** access to it. | |
| **E. Alternative Accommodation**<br><br>**We** will pay for the reasonable and necessary cost of alternative accommodation while the **private residence** cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the **period of insurance** or while the local authority denies **you** access to it. | |
| **F. Replacement Locks**<br><br>If the keys to external doors, windows, safes or alarms of the **private residence,** or remote controls to garage doors, are lost or stolen, **we** will pay the cost of changing the locks and replacing the keys or remote controls.<br><br>This cover is not subject to an excess. | |
| **G. Money and Credit Cards**<br><br>**Your money** and **credit cards** are insured against misuse, physical loss or physical damage while anywhere in the world.<br><br>**We** will pay any amounts which **you** become legally liable to pay if **your credit cards** have been used without **your** permission after they have been lost or stolen, provided **you** comply with all the terms under which the **credit cards** were issued and report the loss or theft to the card provider as soon as possible. | **We** do not cover any amount in excess of:<br>**i** £5,000 for each incident of loss in respect of **money**<br>**ii** £25,000 in all in respect of **credit cards,** for each occasion **your credit cards** are lost or stolen. |

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| **H. Fatal Injury**<br><br>If **you** suffer physical injury as a result of fire or violence by burglars at the **private residence** during the **period of insurance,** and the injury proves fatal within 12 months, **we** will pay for each insured person so injured. | **We** do not cover any amount in excess of £50,000 (or £5,000 if under 16 years of age) for each incident of loss. |
| **I. Freezer Contents Cover**<br><br>**We** will pay for the costs involved in replacing the contents of **your** freezer or refrigerator as a result of damage covered under Section 2.A.<br><br>This cover is not subject to a policy excess. | |
| **J. Acquisitions Cover**<br><br>**We** will provide cover for newly acquired **contents** subject to you telling **us** about the new possessions within 90 days of their acquisition and paying any additional premium that may be due.<br><br>This allowance will be available in full again following each notification to **us.** | **We** do not cover any amount in excess of 25% of the **amount insured** under this Section. |
| **K. Gifts**<br><br>The **amount insured** for **contents** will be increased automatically at any time during the **period of insurance** to cover the value of presents **you** have bought but have not yet given and presents bought for a member of **your** family and kept temporarily at the **private residence.** | **We** do not cover any amount in excess of £5,000 for gold, silver, jewellery, watches and furs for each incident of loss. |
| **L. Cover for Contents of Your Relatives in a Nursing or Residential Care Home**<br><br>The **amount insured** for **contents** will be increased automatically to include **your** parents' or grandparents' belongings while residing in any nursing or residential care home. | **We** do not cover:<br>**i** any amount in excess of £5,000 in total, or £1,000 for **valuables**<br>**ii** any claim for theft or attempted theft unless following forcible and violent entry or exit<br>**iii** loss or damage to **contents** insured elsewhere. |
| **M. Hole in One**<br><br>**We** will pay expenses incurred in the event of a hole in one being achieved by **you** during an official golf competition. **Your** score card and certificate from **your** club or competition secretary must be presented to **us** in the event of a claim.<br><br>This cover is not subject to an excess. | **We** do not cover any amount in excess of £500 during the **period of insurance.** |
| **N. Aggravated Burglary**<br><br>**We** will pay to upgrade the security at the **private residence** following an unlawful act of violence or threat of violence to **you** by a person who has gained unlawful entry to the **private residence** while **you** are present. | **We** do not cover any amount in excess of £2,500 for each incident of loss. |

# Section 2 – Contents

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| **O. Damage by Pets**<br><br>**We** will pay for damage caused by chewing, scratching, tearing, vomiting or fouling by pets. | **We** do not cover any amount in excess of £2,500 for each incident of loss. |
| **P. Marquees**<br><br>**We** will decide whether to repair, replace or pay for a lost or damaged marquee, associated lighting, heating and furnishing belonging to the marquee contractor that **you** are liable to. | **We** do not cover any amount in excess of the current market value up to £30,000. |

# Section 3 – Fine Art and Antiques

Please refer to **your** schedule to see if **your Fine Art and Antiques** are covered. **You** should note that the General Terms, including Claims Procedure, Payment of Claims, Conditions and Exclusions, all apply to this Section.

**A. Fine Art and Antiques**

These items are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance,** subject to the additional exclusions that apply to this Section.

The most **we** will pay for any one item, pair or set which is not specified on **your** policy schedule is its current market value or £30,000, whichever is the lesser.

**We** do not cover:

**i** loss or damage caused by or resulting from:
- **a.** wear and tear or gradual deterioration, inherent defect, rust or oxidation, moths or **vermin,** warping or shrinkage, rot, fungus, mould or infestation
- **b.** aridity, humidity, exposure to light or extremes of temperature, unless such loss or damage is caused by storm or fire
- **c.** cleaning, repair, renovation, restoration or any similar process
- **d.** other gradually operating causes, including smoke and rising damp.

**ii** loss or damage caused by or resulting from misuse, faulty workmanship, defective design or the use of faulty materials.

**iii** the cost of maintenance or normal redecoration.

**iv** mechanical, electrical or electronic failure, computer fault or breakdown.

**v** loss or damage caused by escape of water from fixed water tanks, apparatus and pipes between 1st November and 30th April unless **you** keep the **private residence** heated to a minimum and continuous temperature of 10 degrees Celsius, or fixed water tanks, apparatus and pipes are shut off and drained.

**vi** loss or damage to an item in transit not adequately packed and secured given the nature of the item and the means of the transport.

**vii** loss or damage while the **private residence** is insufficiently furnished for normal living purposes, unless the loss or damage is caused by:
- **a.** fire
- **b.** lightning
- **c.** explosion
- **d.** earthquake
- **e.** aircraft and other flying devices or items dropped from them
- **f.** storm
- **g.** flood
- **h.** weight of snow
- **i.** any vehicle or animal hitting the **buildings**
- **j. subsidence**
- **k.** ground **heave** of the site on which the **buildings** stand
- **l. landslip**

# Section 3 – Fine Art and Antiques

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| **B. Death of the Artist**<br><br>**We** will automatically increase the insured value of any item listed in the specification for **fine art** by up to 100% if the artist dies during the **period of insurance. We** will only do this for the six months immediately following the death of that artist, and provided **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. **You** must be able to prove the increased value if **you** make a claim for that item. | **We** do not cover any amount in excess of £100,000 during the **period of insurance.** |
| **C. Defective Title**<br><br>If, during the **period of insurance,** someone claims that an item of specified fine art is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the value shown in the specification if this is less. **We** will only do this if:<br>**i** **you** bought the item during the period that the fine art has been insured with **us**<br>**ii** **you** tell **us** about the claim during the **period of insurance**<br>**iii** **you** made reasonable enquiries about the item's provenance before **you** bought it. | **We** do not cover:<br>**i** any amount in excess of 10% of the total **amount insured** for **fine art**, not exceeding £50,000<br>**ii** any items **you** inherited or that were gifted to **you.** |
| **D. Acquisitions Cover**<br><br>**We** will provide cover for newly acquired items of **Fine Art and Antiques** subject to **you** telling **us** about the new possessions within 90 days of their acquisition and paying any additional premium that may be due. This allowance will be available in full again following each notification to **us.** | **We** do not cover any amount in excess of 25% of the **amount insured** under this Section. |
| **E. Damage by Pets**<br><br>**We** will pay for any one incident of loss for damage caused by chewing, scratching, tearing, vomiting or fouling by pets. | **We** do not cover any amount in excess of £2,500 for each incident<br>of loss. |

# Section 4 – Valuables

Please refer to **your** schedule to see if **your valuables** are covered. **You** should note that the General Terms, including Claims Procedure, Payment of Claims, Conditions and Exclusions, all apply to this Section.

**A. Valuables**

These items are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance,** subject to the additional exclusions that apply to this Section.

The most **we** will pay for any one item, pair or set which is not specified on **your** policy schedule is its current market value or £15,000, whichever is the lesser.

**We** do not cover:

**i** loss or damage caused by or resulting from:
- **a.** wear and tear or gradual deterioration, inherent defect, rust or oxidation, moth or **vermin,** warping or shrinkage, rot, fungus, mould or infestation
- **b.** aridity, humidity, exposure to light or extremes of temperature, unless such loss or damage is caused by storm or fire
- **c.** other gradually operating causes, including smoke and rising damp.

**ii** loss or damage caused by or resulting from misuse, faulty workmanship, defective design or the use of faulty materials.

**iii** the cost of maintenance or normal redecoration.

**iv** mechanical, electrical or electronic failure, computer fault or breakdown.

**v** loss or damage caused by escape of water from fixed water tanks, apparatus and pipes between the 1st November and 30th April unless **you** keep the **private residence** heated to a minimum and continuous temperature of 10 degrees celsius, or fixed water tanks, apparatus and pipes are shut off and drained.

**vi** loss or damage unless the **private residence** is sufficiently furnished for normal living purposes.

**B. Acquisitions Cover**

**We** will provide cover for newly acquired **valuables** subject to **you** telling **us** about the new possessions within 90 days of their acquisition and paying any additional premium that may be due.
This allowance will be available in full again following each notification to **us.**

**We** do not cover any amount in excess of 25% of the **amount insured** under this Section.

**C. Damage by Pets**

**We** will pay for damage caused by chewing, scratching, tearing, vomiting or fouling by pets.

**We** do not cover any amount in excess of £2,500 for each incident of loss.

# Section 5 – Your Liabilities

**You** should note that the General Terms, including Claims Procedure, Payment of Claims, Conditions and Exclusions, all apply to this Section.

If **your buildings** are covered under Section 1 of this insurance, **you** are automatically insured for **your** liability as owner of the premises under Section 5. A. i. and **your** liability to **your domestic employees** under Section 5. B.

If **your contents** are covered under Section 2 of this insurance, **you** are automatically insured for **your** liability as occupier of the premises under Section 5.A.i and **your** personal liability under Section 5. A. ii. and **your** liability to **your domestic employees** under Section 5. B.

**A. Your Liability to Others**

**i Your Liability as Owner or Occupier**

**We** will indemnify you up to the amount insured against any claim for damages which you may become legally liable to pay for an accident occurring during the **period of insurance,** in or about the **private residence**, including roads, paths, allotments and paddocks, which causes accidental bodily injury or disease or accidental loss of, or damage to property. A series of claims due to one accident will be treated as one claim.

**We** will also cover costs and expenses agreed by **us** incurred in the defence of the claim.

**ii Your Personal Liability**

**We** will indemnify **you** up to the **amount insured** against any claim for damages which **you** may become legally liable to pay for an accident occurring anywhere in the world during the **period of insurance** which causes bodily injury or disease, or loss of, or damage to property. A series of claims due to one accident will be treated as one claim.

Cover applies anywhere in the world but **we** will not cover **your** liability for accidents occurring in the United States of America or Canada after **your** stay or stays in either or both of those countries has lasted for more than 90 days in all during the **period of insurance.**

**We** will also cover costs and expenses agreed by **us** incurred in the defence of the claim.

**We** do not cover liability, under subsection A:

**i** for bodily injury to **you** or **your** employees

**ii** for loss of, or damage to property which belongs to **you** or is in **your** or **your** employees' care

**iii** arising out of:

**a.** the ownership, occupation, possession or use of any land or building not situated at the **private residence**

**b.** the transmission of any communicable disease or virus by **you**

**c.** any business, profession or occupation

**d.** any electrically or mechanically powered vehicle, other than the following where the most **we** will pay in total for any such claims covered in the **period of insurance i**s £1,000,000 including costs and expenses:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **private residence**
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use)
- golf carts and trolleys
- toys and models remotely controlled lawfully by a pedestrian
- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information).

**e.** any golf buggies, quad bikes or wheelchairs while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance

**f.** any mechanically propelled vehicle whilst racing, pacemaking or speed testing

**g.** any aircraft or watercraft other than canoes, kayaks, sailboards, rowing boats, and dinghies up to 12 feet or 3.6 metres in length

**h.** any animal other than domestic pets

**i.** any contract, unless **you** would have been liable by law if the contract had not existed.

**iv** arising out of the pollution or contamination of air, water or soil unless:

**a. you** notify us of the accident which caused the pollution or contamination as soon as reasonably possible but in no event later than 60 days after the expiry of this insurance; and

**b. you** prove that the pollution or contamination was caused by a sudden, identifiable, unintended and unexpected discharge which immediately followed the accident. All pollution or contamination which arises out of one accident shall be considered to have occurred at the time the accident takes place

**v** for fines, penalties, or punitive or exemplary damages

**vi** for any Dangerous Dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation.

**B. Your Liability to Your Domestic Employees**

**We** will indemnify **you** up to the **amount insured** against any claim for damages which **you** may become legally liable to pay for an accident occurring during the **period of insurance** which causes bodily injury or disease to **your domestic employees** arising from the work they are employed to do for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom.** A series of claims due to one accident will be treated as one claim.

**We** do not cover liability under subsection B:

**i** arising out of any work for **you** other than **domestic duties**
**ii** in connection with any vehicle:
a. in the United States of America or Canada
b. whilst being used for racing, speed testing or pacemaking.
**iii** arising from **your** employees' work in the United States of America or Canada after their stay has exceeded 90 days in total in either or both of these countries in any **period of insurance**
**iv** arising out of the transmission of any communicable disease or virus by **you**
**v** fines, penalties, or punitive or exemplary damages.

**C. Court Awards You Cannot Recover**

If **you** have not received the full amount of any damages and taxed costs awarded to **you** during the **period of insurance** by any court of law in the **United Kingdom,** for bodily injury or disease, or property damage, within three months of the award, **we** will pay **you** the balance outstanding provided that:

**i** **you** would have been covered under this Section had the position of **you** and the responsible party been reversed;
**ii** the judgement is not subject to an appeal pending;
**iii** **you** agree to allow **us** to enforce any rights and remedies, to which **we** shall become entitled upon making payment.

**D. Defective Premises Act**

**We** will pay any amounts **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any previous residence which **you** occupied at the time of sale or disposal.

**We** do not cover liability for the cost of remedying any fault or alleged fault, in respect of subsection D.

**E. Directors and Officers Liability**

**We** will cover **your** legal liability arising out of any voluntary work **you** do as a director or officer for an organised and registered charity.

**We** do not cover:

**i** any amount in excess of £2,000,000 for each incident of loss
**ii** the first £1,000 of each incident of loss.

# Section 6 – Legal Expenses Definitions

| | |
|---|---|
| Appointed Advisor | The<br>A. solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on behalf of the **insured**;<br>B. mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**. |
| Collective conditional fee agreement | A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee". |
| Conditional fee agreement | A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100%"no-win no-fee". |
| Communication costs | The reasonable cost of UK phone calls, postage (including special delivery), photocopying or faxes and credit reports where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes. |
| Domestic duties | Those duties relating to **your private residence.** |
| Domestic employee | Any person who is employed by **you** under a contract of service to assist in the running, care or maintenance of the home or look after anyone living in **your** main home or within the boundary of the property. |
| Geographical limits | For insured events C and F the United Kingdom, Channel Islands, the Isle of Man, countries in the European Union, Norway and Switzerland. For all other insured events, the United Kingdom, Channel Islands and the Isle of Man. |
| Insured | **You, your** partner and relatives permanently living with **you** in **your** main home, and/or any other property insured under Sections 1,2,3 and 4 of the policy wording, including any let properties. (The Insurer will cover **your** children temporarily away from home for the purposes of higher education.) |
| Insurer | ARAG Legal Expenses Insurance Company Limited. |
| Legal costs and expenses | A. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us.** The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.<br>B.Reasonable experts' reports, reasonably and properly incurred by the **appointed advisor.**<br>C. In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.<br>D. Reasonable accountancy fees reasonably incurred under insured event H by the **appointed advisor** and agreed by **us** in advance.<br>E. The insured's **communication costs**.<br>F. The **insured's** basic wages or salary under insured event J while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal. |
| Private residence | The dwelling(s), greenhouses, outbuildings and other habitable permanent structures situated at the address shown on **your** Schedule. |

| | |
|---|---|
| Reasonable prospects of success | **A.** Other than as set out in B. and C. below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under insured event C, there must be a greater than 50% chance of successfully defending the claim in its entirety.<br>**B.** In criminal prosecution claims where the **insured:**<br>**i** pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or<br>**ii** pleads not guilty, a greater than 50% chance of that plea being accepted by the court.<br>**C.** In all claims involving an appeal, a greater than 50% chance of the **insured** being successful. |
| We/us/our | ARAG plc. |
| You/your | The person(s) named in the Schedule to this policy. |

# Section 6 – Legal Expenses

THE COVER IN THIS SECTION OF THE POLICY IS ADMINISTERED BY ARAG PLC UNDER A BINDING AUTHORITY AGREEMENT WITH THE INSURER ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED.

ARAG PLC IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN452369). REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 02585818.

ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED IS AUTHORISED BY THE PRUDENTIAL REGULATION AUTHORITY AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN202106) AND THE PRUDENTIAL REGULATION AUTHORITY. REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 103274.

## Additional benefits

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

Consumer Legal Services

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

**Legal and Tax Advice**

**0344 571 7976**

If **you** have a legal or tax problem, **we** recommend that **you** call **our** confidential legal and tax advice helpline. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. Use of this service does not constitute reporting of a claim.

**Identity Theft Advice and Resolution Service**

**0333 000 2083**

This provides:

i an identity theft advice helpline available between 9am and 5pm weekdays (except bank holidays). This gives advice about keeping **your** identity secure and fraud prevention tips
ii help with contacting the three credit reference agencies to review any incorrect information and amend or dispute any incorrect data if personal information is used without **your** permission to commit fraud or other crimes
iii reimbursement of **communication costs you** will have to pay to reinstate **your** identity.

**Counselling Assistance**

**0333 000 2082**

**Our** qualified counsellors will provide free confidential support and advice by phone to **you** or **your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year. Calls to the Counselling assistance service will not be recorded.

**Policy**

Following an insured event, the **Insurer** will pay the **insured's legal costs and expenses** and **communication costs** up to £150,000 for all claims related by time or cause, including the cost of appeals, provided that:

**A.** the insured keeps to the terms of this section and cooperates fully with **us**
**B.** the insured event happens within the **geographical limits**
**C.** the claim
**i** always has **reasonable prospects of success**
**ii** is reported to **us**
  **a.** during the **period of insurance**
  **b.** as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
**D.** unless there is a conflict of interest the insured always agrees to use the **appointed advisor** chosen by **us** in any claim before proceedings have been or need to be issued
**E.** any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service (ACAS) or a relevant regulatory or licencing body; or mediation agreed with **us.**

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

# Section 6 – Legal Expenses

## The cover

**A. Employment**

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

**i** ACAS Code of Practice for Disciplinary and Grievance Procedures, or

**ii** Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

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

The **Insurer** does not cover any claim arising from or relating to:

**i** disputes arising solely from personal injury
**ii** defending the **insured** other than defending an appeal
**iii** **legal costs and expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal
**iv** a compromise or settlement agreement between the **insured** and their employer. **We** will be able to help the **insured** find a suitable solicitor who will assist the **insured** with this at their own expense.

**B. Disputes with Domestic Employees**

A dispute between **you** and your **domestic employee** that arises from

**i** their dismissal or alleged dismissal by **you**
**ii** the terms of a contract of service and/or occupancy agreement between **you** and **your domestic employee**
**iii** an alleged breach of **your domestic employees'** legal rights under employment laws.

The **Insurer** does not cover any claim arising from or relating to:

**i** disciplinary hearings or internal grievance procedures
**ii** personal injury
**iii** **you** pursing a claim against **your domestic employee** other than a claim to recover possession of a part of **your** home or other accommodation provided by **you** under a service occupancy agreement.

**C. Contract**

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

**i** buying or hiring consumer goods or services
**ii** privately selling goods
**iii** buying or selling **your** main home
**iv** renting **your** main home as a tenant
**v** the occupation of **your** main home under a lease.

The **Insurer** does not cover any claim arising from or relating to:

**i** loans, mortgages, pensions, or any other banking, life or long- term insurance products, savings or investments
**ii** the **insured's** business activities, trade, venture for gain, profession or employment
**iii** a settlement due under an insurance policy
**iv** construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that
  **a.** exceeds; or
  **b.** is ancillary to another contract that exceeds; £10,000 in value including VAT
**v** a contract involving a motor vehicle
**vi** a dispute with any party other than the party with whom the **insured** has entered into an agreement or alleged agreement with.

**D. Property**

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

**i** an event which causes physical damage to the **insured's** visible property including **your** main home or **your** holiday home

**ii** a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

The **Insurer** does not cover any claim arising from or relating to:

i The first £250 of any claim under insured event D ii. This is payable by the **insured** as soon as **we** accept the claim.

ii Any claim relating to:

**a.** a contract entered into by an **insured**

**b.** any building or land other than **your** main home or **your** holiday home

**c.** a motor vehicle

**d.** compulsory purchase , or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority

**e.** defending any dispute under insured event D i. other than defending a counter claim or an appeal

**f.** a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

**E. Planning Appeals**

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

**i** **you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application

**ii** **you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

The **Insurer** does not cover any claim arising from or relating to:

**i** **legal costs and expenses** in excess of £5,000

**ii** planning applications **you** make which are not for land **you** already own at the site of **your** home or **your** holiday home.

**F. Personal Injury**

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

The **Insurer** does not cover any claim arising from or relating to:

**i** a condition, illness or disease which develops gradually over time

**ii** mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body

**iii** defending any dispute other than an appeal.

**G. Clinical Negligence**

A dispute arising from alleged clinical negligence or malpractice.

The **Insurer** does not cover any claim arising from or relating to:

**i** any claim relating to a contract dispute

**ii** defending any dispute other than an appeal.

# Section 6 – Legal Expenses

| | |
|---|---|
| **H. Tax**<br><br>A formal aspect or full enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted. | The **Insurer** does not cover any claim arising from or relating to:<br>**i** tax returns where HM Revenue and Customs levy a penalty or claim interest or which contain negligent misstatements<br>**ii** a business or venture for gain of the **insured**<br>**iii** where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements<br>**iv** any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland<br>**v** an investigation by the Fraud Investigation Service of HMRC. |
| **I. Legal Defence**<br>**i** Work<br><br>An alleged act or omission of the **insured** that arises from their work as an employee and results in:<br>**a.** the **insured** being interviewed by the police or others with the power to prosecute<br>**b.** a prosecution being brought against the **insured** in a court of criminal jurisdiction<br>**c.** civil proceedings being brought against the **insured** under unfair discrimination laws.<br>**ii** Motor<br><br>A motoring prosecution being brought against the **insured.**<br>**iii** Other<br><br>A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body. | The **Insurer** does not cover any claim arising from or relating to:<br>**i** owning a vehicle or driving without motor insurance or driving without a valid driving licence<br>**ii** a parking offence. |
| **J. Loss of Earnings**<br><br>The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings. | The **Insurer** does not cover any claim arising from or relating to:<br>**i** loss of earnings in excess of £1,000.<br>**ii** any sum which can be recovered from the court or tribunal. |
| **K. Identity Theft**<br><br>A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes provided the **insured** contacts **our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen. | The **Insurer** will not pay for any **money** claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft. |

# General Exclusions Applicable To Section 6

## Exclusions

The **Insurer** does not cover any claim arising from or relating to:

**A. legal costs and expenses** and **communication costs** incurred without **our** consent

**B.** any actual or alleged act or omission or dispute happening before, or existing at the start of this Section of the policy and which the **insured** believed or ought reasonably to have believed could lead to a claim under this Section of the policy

**C.** an amount below £100

**D.** an allegation against the **insured** involving:

- assault, violence or dishonesty, malicious falsehood or defamation
- the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
- illegal immigration
- offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)

**E.** a dispute between **your** family members

**F.** an **insured's** deliberate or reckless act

**G.** a judicial review

**H.** a dispute arising from or relating to clinical negligence except as provided for in insured event G

**I.** a dispute with **us** not dealt with under Disputes, or the **Insure**r or the company that sold this policy

**J.** a group litigation order

**K.** the payment of fines, penalties or compensation awarded against the **insured**

**L.** a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# General Terms Applicable To Section 6

## Conditions

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

**A. The Insured's Responsibilities**

An **insured** must:

**i** tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour

**ii** cooperate fully with **us,** give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them

**iii** take reasonable steps to claim back **legal costs and expenses, communication costs,** employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **Insurer**

**iv** minimise any **legal costs and expenses** and try to prevent anything happening that may cause a claim

**v** allow the **Insurer** at any time to take over and conduct in the **insured's** name, any claim.

**B. Freedom to Choose an Appointed Advisor**

**i** in certain circumstances as set out in B.ii. below, the **insured** may choose an **appointed advisor.** In all other cases no such right exists and **we** shall choose the **appointed advisor**

**ii** the **insured** may choose an **appointed advisor** if:
- **a. we** agree to start proceedings or proceedings are issued against an **insured,** or
- **b.** there is a conflict of interest

**iii** where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details

**iv** where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)

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

**vi** in respect of a claim under **insured** events A, C, F or G the **insured** enters into a conditional fee agreement or the **appointed advisor** enters into a **collective conditional fee agreement,** where legally permitted.

**C. Consent**

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

**D. Settlement**

**i** the **Insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim

**ii** the **Insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under **insured** event A

**iii** the **insured** must not negotiate, settle the claim or agree to pay **legal costs and expense**s without **our** written agreement

**iv** if the **insured** refuses to settle the claim following advice to do so from the **appointed advisor,** the **Insurer** reserves the right to refuse to pay further **legal costs and expenses**

**v** the **insured** must settle **communication costs** arising from insured event K in the first instance and make a receipted claim to **us** for reimbursement.

**E. Barrister's Opinion**

**We** may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured,** then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us,** then the **Insurer** will pay for a final opinion which shall be binding on the **insured** and **us.** This does not affect **your** right under Disputes below.

**F. Disputes**

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

**G. Other Insurance**

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

**H. Fraudulent Claims and Claims Tainted by Dishonesty**

**i** If an **insured** makes any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.

**ii** An **insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:

**a.** affected **our** assessment of **reasonable prospects of success**, and/or

**b.** prejudiced any part the outcome of the **insured**'s claim

the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured**'s breach.

## Claims procedure

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

**A.** Under no circumstances should **you** instruct **your** own solicitor or accountant as the **Insurer** will not pay any costs incurred without **our** agreement.

**B.** A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively an **insured** can obtain a claim form by downloading one at **www.arag.co.uk/newclaims** or by calling **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

**C.** The completed application and supporting documentation can be submitted online or sent to **us** by email, or post. Further details are set out on **our** website. **We** will send **you** an acknowledgment by the end of the next working day after the claim is received.

**D.** Within five working days of receiving all the information needed to assess the availability of cover under this Section of the policy, **we** will write to **you** either:

**i** confirming the appointment of a qualified representative who will promptly progress the claim for **you;** or

**ii** if the claim is not covered, explaining in full why, and whether **we** can assist in another way.

**E.** When a solicitor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Complaints

Contact **us** at:

The Customer Relations Department

ARAG plc
Unit 4a
Greenway Court
Bedwas, Caerphilly
CF83 8DW

Tel: 0344 893 9013
Email: customerrelations@arag.co.uk

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 0234 567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The FOS's decision is binding upon the **Insurer,** but **you** are free to reject it without affecting **your** legal rights.

# Section 6A – Landlords' Legal Expenses Definitions

| | |
|---|---|
| Appointed advisor | The solicitor or other advisor appointed by **us** to act on **your** behalf. |
| Insurer | ARAG Legal Expenses Insurance Company Limited. |
| Legal costs and expenses | **A.** Reasonable legal costs, fees and disbursements reasonably and proportionately charged by the **appointed advisor** on the standard basis and agreed in advance by **us.** The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.<br>**B.** Other side's costs where **you** have been ordered to pay them or pay them with **our** agreement, except where **you** are prosecuted.<br>**C. Your** basic wages or salary from **your** work as an employee while attending court at the request of the **appointed advisor** where **your** employer does not pay **you** for time lost. The maximum the **Insurer** will pay is £100 per day and £1,000 in total.<br>**D.** Accommodation and/or storage costs for insured event D. |
| Private residence | The dwelling(s), greenhouses, outbuildings and other habitable permanent structures situated at the address shown on **your** Schedule. |
| Property | The residential property shown in **your** schedule to which this policy attaches and which is located in England, Wales, Scotland or Northern Ireland. |
| Reasonable prospects of success | **A.** Other than as set out in B. and C. below, a greater than 50% chance of successfully pursuing **your** claim against another person. If **you** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.<br>**B.** In criminal prosecution claims where **you**<br>**i** plead guilty, a greater than 50% chance of successfully mitigating **your** sentence or fine or<br>**ii** plead not guilty, where there is a greater than 50% chance of that plea being accepted by the court.<br>**C.** In all claims involving an appeal, where **you** have a greater than 50% chance of being successful. |

| | |
|---|---|
| Tenancy agreement | An agreement to let **your property:**<br>**A.** under an assured shorthold tenancy; or<br>**B.** under a short assured tenancy; or<br>**C.** under an assured tenancy;<br>as defined by the Housing Act 1988, as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act; or<br>**D.** in accordance with the Private Tenancies (Northern Ireland) Order 2006; or<br>**E.** to a limited company or business partnership for residential purposes by its employees; or<br>**F.** where **you** live at **your property** and have one or two written licence agreement(s) which contain(s) a termination clause. |
| We/us/our | ARAG plc. |
| You/your | The person(s) named in the schedule and/or any person or business appointed as their agent to manage the letting of the named person's **property** to the extent that any such agent has acted on behalf of the person named in the schedule. |

# Section 6A – Landlords' Legal

THE COVER IN THIS SECTION OF THE POLICY IS ADMINISTERED BY ARAG PLC UNDER A BINDING AUTHORITY AGREEMENT WITH THE INSURER ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED.

ARAG PLC IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN452369). REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 02585818.

ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED IS AUTHORISED BY THE PRUDENTIAL REGULATION AUTHORITY AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN202106) AND THE PRUDENTIAL REGULATION AUTHORITY. REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 103274.

## Additional benefits

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

**Landlords' Legal Services**

Register today at www.araglegal.co.uk and enter the voucher code EC426C378CB8 to access the law guide and download legal documents to help with consumer legal matters.

**Legal Advice**
**0344 571 7976**

If **you** have a legal problem **we** recommend that **you** call **our** confidential legal advice helpline. The legal advice helpline is open 24/7. The advice covers tenancy-related legal matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal matters. Use of this service does not constitute reporting of a claim.

## Policy

Following an insured event, the **Insurer** will **pay your legal costs and expenses** up to £50,000 for all claims related by time or cause, including the cost of appeals, provided that:

**A**. **you** keep to the terms of this Section and cooperate fully with **us**

**B. your** claim
**i** always has **reasonable prospects of success**
**ii** is reported to **us**
**a.** during the **period of insurance**
**b**. as soon as possible after first becoming aware of circumstances which could give rise to a claim under this Section of the policy and in relation to rent arrears, within 60 days of the rent first becoming due.

**C.** unless there is a conflict of interest **you** agree to use the **appointed advisor** chosen by **us** in any claim prior to the issue of proceedings

**D.** the dispute can be heard be by a court.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form and all supporting documentation.

# Section 6A — Landlords' Legal

## The cover

**A. Repossession**

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

**i** demanded rent in writing from **your** tenant as soon as it is overdue and can provide evidence of this
**ii** have given the tenant the correct notices for the repossession of **your** property
**iii** are seeking a right of possession where the court MUST find that the named ground of possession applies.

Where **you** have a licence agreement for **your property you** will be seeking to invoke the termination clause or

Where **you** have a legal right to repossess **property** that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.

The **Insurer** does not cover:

Any claim where **you** are seeking a right of possession where the court MAY find that the named ground of possession applies.

**B. Property Damage, Nuisance and Trespass**

**i** An event which causes visible damage to **your property** and or anything owned by **you** at **your property,** provided that in respect of a claim against **your** tenant for damage **you** have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the property which the tenant has signed.
**ii** A public or private nuisance or a trespass relating to **your property.**

The **Insurer** does not cover any claim arising from or relating to:

**i** damage to **your property** that arises from or relates to a contractual agreement other than a **tenancy agreement.**
**ii** trespass by **your** tenant or ex-tenant

**C. Recovery of Rent Arrears**

Pursuit of **your** legal right to recover rent due under a **tenancy agreement** for **your property.** (Visit **our** Landlords' Legal Services website to download initial letters to tenants regarding rent arrears).

**D. Accommodation & Storage Costs**

**i** **your** accommodation costs while **you** are unable to get possession of **your property**
**ii** **your** storage costs to store **your** personal possessions while **you** are unable to reoccupy **your property**

provided that possession is sought because **you** wish to live at **your property** and **you** book and pay for accommodation and storage with **our** consent and seek reimbursement of the agreed costs from **us.**

The **Insurer** does not cover any claim arising from or relating to:

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

**E. Prosecution Defence**

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

## Conditions

Where the **Insurer's** risk under this Section of the policy has increased due to **your** failure to keep to these conditions, the **Insurer** can cancel this Section of **your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back l**egal costs and expenses** from **you** if this happens.

**A. Your Responsibilities**

**You** must:

**i** tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour

**ii** cooperate fully with **us,** give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them

**iii** take reasonable steps to claim back **legal costs and expenses,** and, where recovered, pay them to the **Insurer**

**iv** minimise any **legal costs and expenses** and try to prevent anything happening that may cause a claim

**v** allow the **Insurer** at any time to take over and conduct in **your** name, any claim.

**B. Freedom to Choose an Appointed Advisor**

**i** In certain circumstances as set out in B.ii. below, **you** may choose an **appointed advisor.** In all other cases no such right exists and **we** shall choose the **appointed advisor.**

**ii** If:

**a. we** agree to start proceedings or proceedings are issued against **you,** or

**b.** there is a conflict of interest

**you** may choose a qualified **appointed advisor**.

**iii** Where **you** wish to exercise the right to choose, **you** must write to **us** stating **your** preferred representative's contact details.

**iv** Where **you** choose to use your preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)

**v** If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without our written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.

**C. Consent**

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

**D. Settlement**

**i** The **Insurer** can settle the claim by paying the reasonable value of **your** claim.

**ii** **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.

**iii** If **you** refuse to settle the claim following advice to do so from the **appointed advisor,** the **Insurer** reserves the right to refuse to pay further **legal costs and expenses.**

**E. Barrister's Opinion**

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

**F. Disputes**

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

**G. Acts of Parliament, Statutory Instruments, Civil Procedure Rules**

All legal instruments and rules referred to within this Section of the policy shall include equivalent legislation in Scotland and Northern Ireland and any subsequent amendment or replacement legislation.

**H. Other Insurance**

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

**I. Fraudulent Claims and Claims Tainted by Dishonesty**

**i** If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.

**ii** At all times **you** shall be entirely truthful, accurate and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:

**a.** affected **our** assessment of **reasonable prospects of success**, and/or

**b.** prejudiced any part the outcome of **your** claim

the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of **your** breach.

# General Exclusions Applicable to Section 6A

## Exclusions

The **Insurer** does not cover any claim arising from or relating to:

**A. legal costs and expenses** incurred without **our** consent

**B.** any actual or alleged act, omission or dispute happening before, or existing at the start of this Section of the policy, and which **you** believed or ought reasonably to have believed could lead to a claim under this Section of the policy

**C.** any claim occurring during the first 90 days of the first **period of insurance** where the **tenancy agreement** started before the start of this Section of the policy (except where **you** have had equivalent cover in force immediately before the start of this policy)

**D.** an allegation or prosecution against **you** involving:

- assault, violence indecent or obscene materials, dishonesty, malicious falsehood
- the manufacture, dealing in or use of alcohol, illegal drugs or illegal immigration
- offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)

**E.** registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber)

**F.** a **property** which is or should have been registered as a House of Multiple Occupation

**G.** a judicial review

**H.** a dispute with **us** or the **Insurer** not dealt with under Disputes, a managing agent or the party who sold **you** this Section of the policy

**I.** a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# General Terms Applicable to Section 6A

## Claims procedure

If **you** need to make a claim **you** must notify **us** as soon as possible and in relation to rent arrears, within 60 days of the rent first becoming due. When legally required, **you** must first have issued the necessary notices informing **your** tenant of **your** intention to repossess the **property.**

**A.** Under no circumstances should **you** instruct **your** own solicitor as the **Insurer** will not pay any costs incurred without **our** agreement.

**B.** A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively **you** can obtain a claim form by downloading one at **www.arag.co.uk/newclaims** or by calling **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

**C.** The completed application and supporting documentation can be submitted online or sent to **us** by email, or post. Further details are set out on **our** website.

**We** will send **you** a written acknowledgment by the end of the next working day after the claim form is received.

**D.** Within five working days of receiving all the information needed to assess the availability of cover under this Section of the policy, **we** will write to **you** either:

**i** confirming the appointment of a qualified representative who will promptly progress the claim for **you;** or

**ii** if the claim is not covered, explaining in full why, and whether **we** can assist in another way.

**E.** When a solicitor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Complaints

Contact **us** at:

The Customer Relations Department
ARAG plc
Unit 4a
Greenway Court
Bedwas, Caerphilly
CF83 8DW

Tel: 0344 893 9013
Email: customerrelations@arag.co.uk

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 0234 567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The FOS's decision is binding upon the **Insurer,** but **you** are free to reject it without affecting **your** legal rights.

# Section 7 – Emergency Assistance Definitions

| | |
|---|---|
| Central heating boiler | A boiler:<br>• located in **your home** (or connecting garage), and<br>• which has been serviced no more than 12 months prior to the date of **your home emergency.** |
| Contractor | Where **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump , a suitably qualified expert chosen by **you** with **our** agreement to respond to **your home emergency.** |
| Emergency costs | • The **contractor's** call out charge, the **contractor's** necessary labour, parts and materials provided that where **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump , **you** must pay the **contractor** and send the receipt to **us** for the **insurer** to reimburse **you**<br>• Alternative accommodation costs incurred under insured event H.<br>The maximum payable by the **Insurer** is £1,000 for all claims related by time or original cause. |
| Home | **Your** principal private dwelling, plus **your** holiday home(s) as shown on **your** Schedule, used for domestic purposes only and situated within the United Kingdom, Channel Islands and the<br>Isle of Man. |
| Home emergency | A sudden unexpected event which clearly requires immediate action in order to:<br>• prevent damage or avoid further damage to the **home,** and/or<br>• render the **home** safe or secure, and/or<br>• restore the main services to the **home,** and/or<br>• alleviate any health risk to **you.** |
| Insurer | ARAG Legal Expenses Insurance Company Limited. |
| Period of insurance | The period shown in **your** main insurance policy taken out at the same time as this policy. |
| Vermin | Brown or black rats, house or field mice, and wasps' or hornets' nests. |
| We/us/our | ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer.** |
| You/your | The person to whom this policy has been issued and anyone living in the **home.** |

# Section 7 — Emergency Assistance

THE COVER IN THIS SECTION OF THE POLICY IS ADMINISTERED BY ARAG PLC UNDER A BINDING AUTHORITY AGREEMENT WITH THE INSURER ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED.

ARAG PLC IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN452369). REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 02585818.

ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED IS AUTHORISED BY THE PRUDENTIAL REGULATION AUTHORITY AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN202106) AND THE PRUDENTIAL REGULATION AUTHORITY. REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 103274.

## Make a claim

To claim under this policy telephone 0330 303 1541 (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims Procedure'.

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

## Claims procedure

In the event of **a home emergency:**

1 please telephone 0330 303 1541 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode, and the nature of the problem
2 **we** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the damage. If the incident relates to an **emergency** covered under this policy, **we** will instruct a member of **our** emergency **contractor** network in respect of that claim only. **We** shall have no liability for any other work carried out by the **contractor.** Poor weather conditions or remote locations may affect normal standards of service.
3 if **your** home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **we** will check **your** details and agree for **you** to choose a suitable expert to help. **You** will have to pay the **contractor** and send **your** receipt to **us, we** will reimburse **your** claim. Please send **your** receipt to www.arag.co.uk/newclaims
4 if **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed
5 it is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own **contractors** as **we** will not pay their costs and it could stop **your** claim being covered
6 **you** must report any major **emergency** which could result in serious damage to the **home** or injury, to the Emergency Services or the company that supplies the service
7 **your** call will be answered as soon as possible.

## The aims of this insurance

This insurance is a **home emergency** policy and not a household buildings or contents policy. It should complement **your** household insurance policies, and provide benefits and services which are not normally available under those policies.

This insurance does not cover normal day-to-day **home** maintenance which **you** should carry out or pay for, such as items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers.

What **we** undertake to do is provide rapid, expert help if **you** suffer an **emergency** in **your home** arising from an incident covered under the policy. **We** will arrange for one of **our** approved **contractors** on **our** nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the emergency.

# Section 7 – Emergency Assistance

## What is covered?

Following an insured event which results in a **home emergency** the **Insurer** will pay **emergency costs** provided that:

**i** **You** have paid the insurance premium.
**ii** The claim is reported to **us**
  **a.** during the **period of insurance**
  **b**. immediately after **you** first become aware of a **home emergency.**
**iii** **You** always agree to use the **contractor** chosen by **us**.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

**A. Main Heating System**

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler,** all radiators, hot water pipes and water storage tanks) in **your home.**

**B. Plumbing & Drainage**

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home,** which results in a **home emergency.**

**C. Home Security**

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

**D. Toilet Unit**

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in **your home.**

**E. Domestic Power Supply**

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

**F. Lost Keys**

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

**G. Vermin Infestation**

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

**H. Alternative Accommodation Costs**

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

## Policy conditions

Failure to keep any of these conditions may lead the **Insurer** to cancel **your** policy, or refuse to pay a claim.

**A. Your Responsibilities**

**You** must:

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

# Section 7 — Emergency Assistance

**B. Our Consent**

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

**C. Settlement**

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

**Call-Out and Labour Costs**

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

**D. Disputes**

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

**E. Fraudulent Claims**

If **you** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be forfeited including the premium.

**F. Jurisdiction**

This policy will be governed by English Law.

**G. Data Protection Act**

**You** agree that any information provided to **us** and/or the **Insurer** regarding **you** will be processed by **us** and/or the **Insurer,** in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

**H. Contracts (Rights of Third Parties) Act 1999**

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

# General Exclusions Applicable to Section 7

## What is not covered?

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

**A. emergency costs** which have been incurred before **we** accept a claim

**B. emergency costs** where there is no one at **home** when the **contractor** arrives

**C.** any matter occurring prior to, or existing at the start of the policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this policy

**D.** any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions

**E.** a main heating system (including a **central heating boiler**), which is more than 15 years old

**F.** boilers with an output over 60Kw/hr

**G.** the cost of making permanent repairs including any redecoration or making good the fabric of **your home**

**i** once the **emergency** situation has been resolved
**ii** arising from damage caused in the course of the repair or investigation of the cause of the insured event or in gaining access to **your** home

**H.** the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply

**I.** the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)

**J.** garages, outbuildings, boundary walls, fences, hedges, cesspits, fuel tanks or septic tanks

**K. your home** being left unoccupied for more than 30 days consecutively

**L.** goods or materials covered by a manufacturer's, supplier's and installer's warranty

**M.** the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use

**N.** a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist

**O**. subsidence, landslip or heave

**P.** a property that is not **your** main residence or that **you** rent or let

**Q.** blockage of supply or waste pipes to **your home** due to freezing weather conditions

**R.**

**i** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
**ii** radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
**iii** war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
**iv** pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
**v** any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon **you.**
**vi** a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

# General Terms Applicable to Section 7

## Customer satisfaction

**Our** promise of service: **We** aim to provide a first class service at all times. However, if **you** have a complaint **you** should contact **us** in the first instance by using the number **you** rang to report **your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department, where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly. **We** can be reached in the following ways:

Customer Relations Department
ARAG plc
Unit 4a
Greenway Court
Bedwas, Caerphilly
CF83 8DW

T: 0344 893 9013
E: customerrelations@arag.co.uk

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Please note that if **you** wish to refer this matter to the FOS **you** must do so within six months of **our** final decision. **You** must have completed the above procedure before the FOS will consider **your** case.

The FOS's decision is binding upon the **Insurer** but **you** are free to reject it without affecting **your** legal rights.

**Premium Position Upon Cancellation by Us**

If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to **you** or **your** estate.

If, however, an incident has arisen during the **period of insurance** which has or will give rise to a claim, then no refund will be made.

# Compensation and Data Privacy for Sections 6, 6A and 7

**What happens if the insurer cannot meet its liabilities?**

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation up to 90% of the cost of **your** claim in the unlikely event that the **insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

**Privacy Statement**

This is a summary of how **we,** on behalf of the insurer, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk/data-legal/privacy-notice

**Collecting personal information**

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth, and, if appropriate, medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with our privacy statement. **W**e may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

**Using personal or sensitive information**

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

**We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

**Keeping personal information**

**We** shall not keep personal information for any longer than necessary

**Your rights**

Any person **insured** by this policy has a number of rights in relation to how **we** hold personal data including: the right to a copy of the personal data **we** hold: the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

www.howdeninsurance.co.uk

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