

magenta:premier



policy wording

magenta
insurance

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Important phone numbers

Below is a list of important phone numbers that relate to this insurance policy.

Home Insurance Claims 03300 567 135

This phone number is for registering new claims and is open 24 hours a day, 365 days a year. In all cases, please report claims as soon as possible so that we can take any action necessary.

Please see page 19 for the steps of how to make a claim.

Legal Advice 0344 770 1040

If you want to get confidential advice on any personal legal problem, please phone the legal help line.

This service is provided by 'Arc Legal Assistance' and the advice is free. When you phone, please quote 'magenta insurance Home Legal Helpline' and have your policy number available.

Victim Support 0808 168 9111

Victim Support is the national charity for people affected by crime. Staff and volunteers offer free and confidential information and support at local branches and on Victim Support line.

Home Emergency 0333 234 3465

If you have an emergency in your home such as a burst pipe or failed central heating, this phone numbers for registering claims covered under section 4. You must report any claim as soon as possible providing them with your name, address, postcode and the nature of the problem.

Emergency Repairs Helpline 0333 234 3465

If the emergency in your home is not covered by section 4 of this policy the Emergency Repairs Helpline can assist. They will locate and send an approved tradesman to your home. You will be responsible for the tradesman's charges.

Welcome to magenta insurance

Thank **you** for choosing this household insurance policy issued by magenta insurance.

You should have this policy booklet, a policy **schedule** and Insurance Product Information Document (IPID). These documents provide evidence of a legally binding contract of insurance between **you** and **us**. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet **your** needs. If they do not meet **your** needs, please return them to **us** or **your** insurance broker immediately. If the insurance described does not give **you** everything **you** need, please tell **us** immediately.

This insurance contract is based on the information provided by **you** or on **your** behalf at the time **you** applied for this insurance and is shown in the statement of facts. Please tell **us** at once if **you** have made any mistakes or if the information provided by **you** is not accurate or complete, otherwise this policy may not be valid.

If you have a loss, call our 24-hour Claims Helpline: 03300 567 135

This phone number is for registering new claims only and is open twenty (24) hours a day, three hundred and sixty-five (365) days a year. In all cases, please aim to contact **us** within one (1) hour of a loss but no later forty-eight (48) hours. This is regardless or not if **you** wish to make a claim under this insurance.

If **your** loss was due to theft, attempted theft, riot, or vandalism please contact the police and obtain a crime reference number.

Law applicable to this contract

Unless **we** agree otherwise:-

The language of this policy and all communications relating to it will be English; This contract will be subject to English law and the decision of English courts.

Rights of Third Parties

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

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under any law in any country in which this insurance applies.

Period of insurance and premium payment

We have agreed to insure **you** against loss as described in this policy that may occur within the **territorial limits** of the policy during the **period of insurance**, provided that **you** have paid the premium shown in the **schedule**. The cover **we** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

Delegated authority

magenta insurance is an intermediary and not an insurer. magenta insurance has not made any personal recommendation regarding the sale of this policy.

This insurance has been arranged for **you** by magenta insurance. The policy is underwritten by the insurer(s) shown in the **schedule**. magenta and magenta insurance are both trading names of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593. **You** can check this on the FCA website, www.fca.org.uk/register or by calling 0800 111 6768.

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

Regulation and signature

Signed for and on behalf of the insurer;

A handwritten signature in black ink, appearing to be 'SMG', with a long horizontal stroke extending to the right.

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

Important information

Data Controller: DUAL Corporate Risks Limited, One Creechurch Place London EC3A 5AF

Contact for queries: Data Security Manager, DPO@dualgroup.com

magenta and magenta insurance are both trading names of DUAL Corporate Risks Limited. For the purpose of Data Protection, the Controller of your personal data is DUAL Corporate Risks Limited.

Please make sure **you** read and understand this Privacy Notice as it explains to **you** what **we** will do with the personal information **you** give to **us** about **you** and the other people insured under **your** policy. **Your** personal information means information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else insured under **your** policy as it also applies to them.

How we will use the information you give us.

We will only use **your** information on the basis that it is necessary to administer **your** insurance contract, help **you** make a claim, or to produce reports that help **us** see how **our** business is performing. Where **we** need to pass information to other firms, it will only be for that purpose. These firms will be insurers, other insurance brokers, and firms handling claims. It includes finance providers and firms that process or administer **our** records, as well as Industry databases used to prevent fraud and fight crime.

When **we** contact **you**, it will either be for the above reason, or because **we** have a legitimate interest in marketing related products. For any other marketing it will only be with **your** consent and **you** will be able to withdraw **your** consent or unsubscribe from any marketing activity easily, at any time.

If **we** have to transfer information to a country outside the EU, **we** will only do so if a similar level of data protection applies. If **we** need to obtain information which is by nature sensitive, **we** will only do so on the basis that it is in the public interest - for example to fight crime, prevent fraud or to make sure insurance is available.

What type of personal information do we need?

- **We** may need personal details which might include details of members of **your** family, lifestyle, finances, business, details of **your** property or previous claims.
- **We** will only collect what is necessary and will only keep it for as long as **we** are required to do in line with **our** data retention policy. **You** can ask **us** for a copy of **our** Data Retention Policy, or view this online.

What other types of information do we need?

- Under certain circumstances **we** may also need to obtain information about Race or Origin, Gender, and Health.
- **We** might also need details of criminal convictions.
- **We** will only collect what is necessary and protect it with appropriate security measures.

How do we obtain your information?

- **We** may gather it from information **you** submit to a website, by telephone, face to face or by email.
- **We** may receive it from insurers, other insurance brokers and firms handling claims. It includes finance providers and firms that process or store **our** records.
- **We** may also receive it from anti-fraud databases such as CUE or from Government provided sanctions lists.

What are my legal rights?

You have the right to complain, about how **we** handle **your** information specifically, to the Information Commissioner: www.ico.org.uk 0303 123 1113. Head office Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF.

- **You** can obtain a copy of **your** personal information from **us** without charge by contacting **us** at the address above, further details can be found in **our** Subject Access Request Policy. **You** can request this from **us** or **you** can access this online www.magentainsurance.co.uk/privacy. This may include the right to transfer information to other providers.
- **You** have the right to ask **us** to correct information.
- **You** have the right to ask **us** to delete **your** information or stop using it, unless it is necessary for **us** to retain it for insurance or financial purposes as set out in **our** Data Retention Policy.
- **You** can find more detailed information about **your** rights, and how data is used in the insurance market on **our** website www.magentainsurance.co.uk/privacy
- **You** have the right to opt out of marketing activity at any time, by any method **you** wish, using the contact details contained in this notice.

Profiling and automated decision making

We may use automated decision making, which includes profiling in **our** assessment of insurance risks and for the administration of policies. This is used to help **us** decide whether to offer insurance, determine prices and validate claims.

Cancellation

1 Your cancellation rights:

You have the right to immediately cancel the cover within fourteen (14) days of the commencement of the **period of insurance** or the receipt of this policy, whichever is the later (the 'cooling off period');

You should exercise this right by contacting the entity that effected this insurance on **your** behalf or by writing to **us**;

If **you** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **we** will return to **You** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;

If the "cooling off period" has expired, **you** may cancel the policy during the **period of insurance** in writing via the entity that effected this insurance on **your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **you** will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

2 Our cancellation rights:

In addition to **our** rights set out in the following clauses:

- a) Your duty of fair presentation;
- b) **Period of insurance** and premium payment;
- c) Fraud;

We may, if **we** have a valid reason, cancel this insurance at any time by sending **you** notice in writing to **your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **your**:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
 - i) **our** ability to process a claim; or
 - ii) the defence of our interests; or
 - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **you** provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **our** staff or anyone acting on **our** behalf;

If **we** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance** **we** will return to **you** a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Helpful hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

Fire Prevention

Do

- Test **your** smoke alarms regularly. Smoke alarms save many lives and significant damage every year.
- Check **your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits.
- Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **you** are in doubt.
- Always unplug non-essential appliances before **you** leave the home or before **you** go to bed at night especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Install suitable fire extinguishers. **You** should put one in the kitchen.
- Make sure that all open fires are correctly guarded – even if they appear to be out – especially at night.
- Have **your** chimneys swept and flues regularly checked, at least once a year (if **you** use open fires).
- Put out candles before **you** leave the room, make sure they have secure holders and are not near any flammable material or surface such as curtains.

Don't

- Smoke in bed.
- Move or fill oil heaters when they are alight.
- Let children play with matches or fire.
- Leave a pan of fat unattended on the cooker.
- Leave children unattended in an active kitchen.
- Overload electrical sockets.

In the event of a fire, plan an escape route for **your family**, keeping all window and door keys in easy access. Do not attempt to gather contents.

If **you** would like more information about fire, its effects and prevention go to <http://firekills.direct.gov.uk>.

Water Damage

One of the biggest risks of water damage occurs when **you** are away during the winter when pipes can freeze and burst.

It is therefore important that **you** insulate all pipes in **your home** especially the pipes in the loft as these are vulnerable to the cold air especially in winter months.

If **you** are going on holiday or the **home** is going to be unoccupied between the period of 1st October to 31st March it is important that **you** maintain a temperature of a minimum of 15°C throughout the **home**, because the pipes in **your** loft are particularly vulnerable, **we** recommend that **you** keep **your** loft hatch open to allow the warm air to reach the pipes and reduce the possibility of the pipes and tank freezing. If **you** want to leave **your** heating off, then **you** will need to drain **your** whole central heating system and switch off the water supply at the mains.

If, despite **your** precautions, **your** pipes freeze, turn the main supply off by the stopcock and thaw them out slowly using hot-water bottles or hairdryers. Never use a blowlamp or warm-air paint stripper guns. Turn the tap on where you believe the frozen pipe is to allow the melted water to drain from the system.

If the pipe has burst **you** should turn off **your** water immediately, avoid using any electricity in the area of damage and remove any contents away from the leak to prevent further damage.

Caring for your Property

You must take all reasonable care to prevent bodily injury, loss, damage or accidents to **your** property, and maintain the **home** and **your** belongings in a good state of repair.

We recommend that **you**;

- Have **your** gutters cleaned at least once a year
 - Check any flat or felted roof for wear and tea
 - Have a gas check once a year. A Gas Safe registered engineer should check that **your** boiler, radiators and gas appliances are safe and working properly
 - Maintain existing trees near the **buildings** to their recommended height and canopy
 - Avoid planting new trees or bushes near to the buildings as the roots could damage the foundations
 - Check **your** roof for missing or loose tiles
 - **You** need to check **your** loft regularly for squirrel and wasp nests or evidence of other vermin
 - Paint or varnish any exposed woodwork to avoid ingress of water and rot.
- It is also recommended where necessary that you hire a qualified contractor and not conduct the investigation yourself.**

Security recommendations

We recommend that **you** consider the following forms of security in order to keep **your home** and **your** valuables safe. This is simply guidance and does not form part of the conditions under this policy. Please refer to **your schedule** to review which conditions apply to this policy.

Doors, Windows, Glass and Alarms are key components and only together form part of a complete security package.

Lock standards can be found on the lock plate in your window or door.

What window locks do I need?

All window locks should meet the British Standard 7950. All opening sections of basement, ground floor or easily accessible windows (windows that can be accessed without the use of a ladder) should be fitted with adequate and efficient key-operated locks. Louvre Windows are not recommended due to their vulnerability.

Below are the common lock types available.

- **Casement locks** require a key and are well-suited to all kinds of windows.
- **Fasten locks** that can secure two windows together.
- **Fanlight locks** use a metal bolt and arm to control the opening and closing of the window.

What door locks do I need?

The doors to **your home** are primary routes of access. It is important that the security locks on the doors to **your home** meet the British Standard 3621. Below **we** have outlined some locking systems that are required and are acceptable.

Five-Lever Mortice deadlock

This type of lock offers a high-quality protection. It uses a key to operate a single deadbolt. This lock is embedded into the door for extra strength. Most have anti pick devices built-in to prevent lock picking.

Multi point locking system

This type of system uses a latch that hooks or a mushroom shape bolt that secures into the doorframe at either three or five points which makes the door more secure against burglars. This locking system is generally installed inside UPVC doors. It is common on patio doors but is only fully effective with the correct glass.

Mortice deadlock

This type of lock operates similarly to the Five-Lever Mortice Deadlock although it is not as secure. Embedded into the door the key-operates on both sides. Ideal for any outbuildings, but not for the main structure of the **home**, you should not confuse a standard mortice deadlock with a Five-Lever Mortice Deadlock as it may affect your policy.

Runner locks

This is a simple design that is very effective. This type of locking system is ideal for sliding patio doors as the lock is set into the doors runners preventing the door from sliding open.

Mortice bolts

Ideal for French and patio doors this is a simple mechanism that provides additional security. They should not be relied on solely to secure your door. The lock is mounted usually at the top or bottom of the door and locks into the frame.

Rim deadlock

This locking system is similar to the mortice deadlock, the main difference is that the locking mechanism is fitted to the inside surface of the door.

'Alarms are undoubtedly the most effective deterrent against burglary.' – **Met Police**

What alarm do I need?

Alarms are the best prevention against a potential theft at the **home**, especially if the alarm is on show. To establish the best security, **we** recommend that **your** Remote Signalling, Audible only or Hybrid alarm is under an annual contract and should be installed and maintained by a registered member of one of the following:

- **National Security Inspectorate (NSI)**
- **Security Systems and Alarms Inspection Board (SSAIB)**

Additional recommended security

'Most burglaries tend to be opportunistic rather than planned. If your home does not look secure, looks unoccupied, or provides concealed access, it could be at risk.' – Met Police

Types of Glass

'75% of thieves gain entry to a home by forcing a window, vent or breaking the glass' – Home Office

Single glazed

This is extremely vulnerable to attack as it is a single pane of glass that can be easily smashed. All window glass secured with beading should be glued rather than pinned.

Double glazed

Windows or patio doors to the rear of the property are at higher risk of attack so security is extremely important. Double glazing generally in all homes today meets British Standard 7412. This standard of glass is very difficult to break and if it does break, it breaks loudly. This type of glazing is recommended by us.

Georgian wired

This glass is a fire safety glass not a security glass. It may appear tough, but it will easily break. Glass in wooden windows should be bonded to the frame use a glazing mastic as it is far tougher than putty.

Garden Protection

Generally, **your** garden will contain valued possessions that would be appealing to a burglar. The garden will also have equipment that could help a burglar break into **your home**. It is important to protect the area around **your home**. As well as having security attached to the **home**, the plants in **your** garden will act as a theft deterrent. Barriers of prickly hedges or installing a six (6) feet fence around **your home** are two of the best ways of keeping thieves out. A security fence is only effective if accompanied by a locked gate.

Security Lighting

Motion sensor security lighting is most effective at night. A thief would want to work under the cover of darkness. A light will illuminate the garden 'or driveway' drawing attention to that particular vicinity, especially in a neighbourhood watch area.

Bogus Callers

Not all thefts from the **home** are a result of forced entry. Some burglars will con their way into **your home** by acting as officials from a utility companies or councils for instance. They will sound believable and act the part. The only way to ensure the caller is who they say they are is by asking to see proof of identification and for a contact telephone number for the company they are claiming to represent. You should contact the company to confirm if this person has been sent on their behalf.

Also beware of callers who attempt to distract you by claiming that they have seen something interesting or problematic in **your** rear garden or somewhere which may encourage **you** to leave **your home**; they may have an accomplice waiting for this distraction so they can enter the **home** unnoticed. If **you** are still worried call the police.

Safeguard your Personal Belongings

When **you** are away from the **home** with **your** valued belongings it is important to remain vigilant. Below are most common areas where **you** should be on **your** guard because of an increased risk of theft:

- tube stations
- cash machines
- car parks
- bus stations
- overcrowded areas, especially at rush hour.

We recommend that **you**:

- Never leave belongings including mobile phones unattended in public places e.g. pubs or restaurants.
- Be discreet with **your** belongings. Displaying expensive jewellery or electronic devices, like mobile phones or cameras, could attract unwanted attention.

When you go away on holiday

- Tell a trusted neighbour or **your** local Neighbourhood Watch about **your** holiday.
- Stop newspaper and milk deliveries.
- Do not advertise your absence; leave a light on, on a timer, in a room other than the hall when **you** are out in the evening or overnight.
- Place any small **high-risk items** which are not being carried or worn with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If **you** have an alarm, make sure this is switched on.
- Leave **your** key with a trusted neighbour and ask them to look in and inspect the **home** occasionally.

If **you** doubt the effectiveness of **your** existing door or window locks or bolts, please see the Security Recommendations section.

For further advice talk to **your** crime prevention officer at **your** local police station, a member of the British Locksmiths Association or visit: www.homeoffice.gov.uk.

Property Marking

Traditionally etching/punching **your** postcode and house number or name/company name on belongings can be very effective but often not practical. Electronic marking is an effective and practical way of marking **your** belongings especially mobile phones and pedal cycles. For more information visit www.immobilise.com

Definitions

Sections One, Two and Three

This policy booklet, the **schedule** and any memorandum attached hereto or **endorsement** hereon shall be considered to be one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout. These words are shown in **bold**.

Also, where the context requires:

- words in the singular will include the plural and vice versa;
- words expressed in one gender shall include all genders;
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the policy are included for convenience only and will not form part of this policy.

Accidental damage

Single and sudden unexpected event resulting in physical damage.

Bodily Injury

Death, illness, injury or disease.

Buildings

The main structure of the **home**, and the following belonging to **your home** all on the same land and used for domestic purposes:

- permanent **fixtures and fittings, outbuildings**, spas & Jacuzzis, terraces, sunken swimming pools, hard tennis courts, drives, paths, patios, walls, gates, fences and permanently fixed ornaments in the garden.

Buildings do not include aerials, satellite receivers and masts.

Business equipment

Office furniture, computing equipment (but excluding data) telecommunications equipment and stationery in the **home** which are used for **your** business, trade or profession (other than equipment belonging to **your** employer).

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here whether pandemic or non-pandemic).

Contents

- Household goods and **personal belongings**
- **Money & credit cards**
- **High risk items**
- Free-standing hot tubs, Jacuzzis, swimming pools or spas
- Free-standing wind turbines and solar panels
- **Business equipment**
- Pedal cycles including electrically powered pedal cycles
- Heating oil
- Resident domestic staff, au-pairs and guests' **personal belongings**
- Carpets
- Tenants' **fixtures and fittings**
- Radio or television aerials, satellite receivers and masts fixed to or in the **home**
- Downloaded electronic information.

Which **you** or a member of **your family** own or are responsible for.

Contents also include interior decorations that belong to **you** if **you** are the tenant or if **you** are the owner not responsible for insuring the building.

Contents does not include:

- Any property which is more specifically insured this or other insurance;
- Any living creature;
- Trees, shrubs, and plants (except as provided by paragraph 32 of Section two);
- Laminate and vinyl flooring;
- Landlord's **fixtures and fittings**
- motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts of accessories for any of these items.

Domestic employee

Any person you employ to perform domestic duties, work or services at **your home**, this excludes any person who is hired to work for **you** in connection with **your** business.

Downloaded electronic information

Non recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate website, which **you** or a member of **your family** have bought and hold a valid receipt for.

Endorsement

A variation to the cover, terms and conditions of this insurance, which is shown on **your schedule**.

Excess

The first amount **you** must pay towards each claim. If a claim resulting from the same incident is made under more than one section of this policy, **we** will deduct the higher **excess**.

Family

You, your domestic partner or civil partner, children (including adopted and foster children), parents and other relatives who permanently live in the **home**.

Fixtures and fittings:

- built-in furniture
- built-in appliances
- fixed glass and **sanitary ware**
- external lighting, alarm systems and surveillance equipment
- fixed pipes, ducts, wires, cables, tanks, switches, fires, central heating equipment, ground source heating pumps, boilers and storage heaters
- permanently fixed wind turbines and solar panels.

Flood

Water, from any source external to a building, which enters a **building** –

- a) At or below ground level, or above ground level, provided that part of the body of such water is at ground level; and
- b) Does so with a volume, weight or force which is substantial and abnormal.

The following does not constitute a **flood**:

- I. The gradual seepage or percolation of water into a building (such as rising damp);
- II. Water escaping from a main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a **flood** falling with paragraph (a) and (b).

Heave

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

High Risk Items

- Portable video and photographic equipment;
- articles of gold, silver, precious metals or stones;
- any rare or unusual articles that are collectable;
- jewellery, watches or pearls;
- clocks;
- pictures, drawings, sculpture or paintings;
- guns;
- musical instruments that are designed to be carried.
- Mobile phones, laptops, portable media players, tablet computers

Home

The main structure and **outbuildings** used for domestic purposes only, at the address shown on the **schedule**.

Home improvement

Building works for cosmetic or structural alteration to the **home**, including any refurbishment, renovation, conversion or extension.

Landslip

Downward movement of sloping ground.

Money & credit cards

- Current legal tender, cheques, postal or money orders, traveller's cheques, saving certificates and bonds, Premium Bonds, postage stamps not forming part of a collection, gift tokens or luncheon vouchers;
- Pre booked event and entertainment tickets;
- travel tickets, sports season tickets, phone cards, or mobile phone top-up vouchers (but only for the cost of replacing these for the period from the date **you** lost it to the date the original ticket or voucher runs out), if **you** cannot get a copy;
- credit, cheque, debit and charge cards;

which **you** or a member of **your family** own or are responsible for and are not used in connection with any business or profession.

Outbuildings

Sheds, garages, greenhouses, summer houses (but not including caravans, mobile homes or motor homes) which are not part of the main structure of the **home** and not designed to be lived in.

Pair or Set

Articles which complement one another or are used together.

Period of insurance

The length of time covered by this insurance (as shown on the **schedule**), the times shown are taken as the local time at **your** address and any additional period for which **we** accept **your** premium.

Personal belongings

Clothing, sporting and camping equipment and other items of a personal nature normally worn or carried, which **you** or a member of **your family** own and which is in **your** custody and control.

Personal belongings do not include:

- any property which is more specifically insured by this or other insurance
- **high risk items**
- **money & credit cards**
- motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery- powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, drones, hang- gliders, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

Sanitary Ware

Sinks, wash basins, bidets, shower trays, baths, lavatory pans and cisterns.

Schedule

The document issued to **you** when cover is taken out outlining the cover provided to **you** under the **period of insurance**. **We** issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change **your** policy cover.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Storm

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet, prolonged rainfall and weight of snow.

Subsidence

Movement of the ground beneath the **buildings other** than by **settlement**.

Sum insured

The amount shown on **your schedule** is the most **we** will pay for any claim under any section (or its extension) unless otherwise stated in this policy booklet or by **endorsement**.

Unfurnished

The **home** is not equipped with kitchen appliances, **fixtures and fittings**, curtains, carpets, beds and furniture essential for modern living purposes and for more than sixty (60) days in a row.

Territorial Limits

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

Unoccupied

Not used to provide overnight accommodation for **you** or anyone who has **your** permission for more than sixty (60) days in a row. Regular visits to the **home**, or occasional overnight stays, will not reinstate this cover unless the **home** has provided overnight accommodation for a minimum of four days in a row.

We, us or our

The insurer stated in the **schedule**.

You, your

The directors or partners of the business named on the **schedule** or the person or people named on the **schedule** and **your family**.

How to make a claim

The following guidelines are to help **you** if **you** have a loss under this policy.

If **you** need to make a claim under this policy, please follow these steps.

1. Check **your** policy **schedule** to see which section **you** are covered for.
2. If **your** loss was due to theft, attempted theft, riot civil commotion, or vandalism, or something is lost or damaged away from the **home**, tell the police first and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.

Phone household claims on: 03300 567 135

Tell them **your** policy number. **You** will find this on **your** policy **schedule**. They will register the claim from the details **you** give them and they will tell **you** what to do next.

This phone number is for registering new claims and is open twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

If **we** need more information from **you** or **we** appoint an independent specialist to investigate **your** claim, please help the investigation as much as **you** can. This will help them to settle **your** claim as quickly as possible.

The independent specialist will give their independent view of the situation. If **you** do not understand their comments, please ask them to explain this, or ask **us** or **your** broker, as confusion may lead to problems later on.

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact **us** or **your** broker. They will answer any questions you may have.

Section one: Buildings

The schedule will show if the cover applies	
What is covered Insured events	What is not covered
<p>Loss or damage to the buildings during the period of insurance caused by the following insured events:</p>	<p>Excess of one hundred and fifty pounds (£150) for all paragraphs shown in this section except paragraphs 13, 14, 17, 18, 19, 24 and 31.</p>
1. Fire and smoke.	Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.
2. Earthquake.	
3. Explosion.	
4. Lightning.	
5. Any aircraft or other flying objects, hitting or striking the buildings , or anything dropped from them.	<ul style="list-style-type: none"> • Loss or damaged caused by a drone that is being operated under your control.
6. Riot, civil commotion, strikes and labour or political disturbances	
7. Impact by any vehicle or animal.	<ul style="list-style-type: none"> • Loss or damage caused by pets or any animal under your control.
<p>8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.</p> <p>The cost of removing them if they have the buildings insured by this section</p>	
<p>9. Falling trees or branches, telegraph poles or lampposts.</p> <p>The cost of removing them if they have damaged the buildings insured by this section.</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - caused by cutting down or trimming trees or branches; or - to hedges, fences and gates.
10. Theft or attempted theft.	<ul style="list-style-type: none"> • Loss or damage to the home: <ul style="list-style-type: none"> - caused by you, your family, your guests, lodgers, tenants or employees; - while the home is lent, let or sublet or shared unless there has been forced and violent entry into or exit out of the home; - while the home is unoccupied or unfurnished.
11. Malicious acts or vandalism.	<ul style="list-style-type: none"> • Loss or damage to the home: <ul style="list-style-type: none"> - caused by you, your family, your guests, lodgers, tenants, employees or any person that you or your family has allowed into the home; - while the home is unoccupied or unfurnished.

12. Flood.

- Loss or damage to the **home caused by:**
 - frost;
 - **subsidence, heave or landslip;**
 - Underground water;
 - Water escaping from any fixed heating system or **sanitary ware.**
- Loss or damage to hedges, fences and gates.

What is covered

13. Escape of water or oil.

- Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
- Oil escaping from any fixed heating installation in the **home**.

We will also pay the costs **you** have to pay to trace where the water or oil is leaking from, including the cost of repairs of walls, floors or ceilings. The most **we** will pay for tracing where the oil or water is leaking from is twelve thousand and five hundred pounds (£12,500).

14. **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

What is not covered

- **Excess** of five hundred pounds (£500)
 - Loss or damage caused by:
 - **subsidence, heave or landslip;**
 - faulty workmanship;
 - **home improvement;**
 - chemicals or a chemical reaction;
 - water escaping from guttering, rain water down pipes, roof valleys and gullies;
 - the failure or lack of grout and/or sealant;
 - Loss or damage:
 - to fixed domestic oil tanks, swimming pools, hot tubs, Jacuzzis and spas;
 - to the installation itself;
 - if the installation is outdoors or in an **outbuilding**, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
 - Loss or damage while the **home** is **unfurnished** or **Unoccupied**.
-
- **Excess** of one thousand pounds (£1,000)
 - Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings;**
 - normal **settlement**, shrinkage or expansion;
 - Loss or damage to:
 - domestic oil systems, swimming pools, tanks, drains, pipes and cables, hot tubs, Jacuzzis, spas, tennis courts, terraces, patios, drives, paths, walls, fences and gates unless the main structure used as the private living accommodation is damaged at the same time and by the same specific source and cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the main structure are damaged at the same time and by the same specific source and cause;
 - the **buildings**, if compensation is provided by law, contract or legislation.

15. Storm

- Loss or damage caused by:
 - Frost;
 - **Subsidence, heave or landslip;**
 - Underground water.
 - Loss or damage as a result of **home improvement.**
 - Loss or damage to fences and gates.
-

Extra benefits included within buildings

What is Covered

16. Accidental breakage of:

- Fixed glass forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
- Fixed **sanitary ware** and their fittings;
- Ceramic glass in cooker hobs of built-in units.

17. Loss of rent or costs for alternative accommodation.

While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section **we** will pay:

- rent **you** would have received from an existing tenant if the **home** could have been lived in;
- the extra cost of similar alternative accommodation for **you, your family** and **your** pets;
- ground rent that **you** have to pay.

The most **we** will pay is twenty percent (20%) of the **buildings sum insured**.

If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:

- an emergency evacuation;
- a neighbouring property being damaged by any loss or damage insured by this section;

We will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets for up to thirty (30) days.

The most **we** will pay is twenty percent (20%) of the **buildings sum insured**.

18. Selling your home

If **you** sell the **home**, from the date **you** exchange contracts **we** will give the buyer the benefit of cover by this section until the sale is completed, unless the buyer has arranged their own insurance. During this period, the buyer must keep to the terms and conditions of this policy.

19. Building fees and the cost of removing debris

After a claim, which is covered by an insured event under this section, **we** will pay the following:

- the cost of architects', surveyors', civil

What is not covered

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

Any costs:

- for preparing a claim;
- which relate to undamaged parts of the **buildings**, except the foundations of the

What is covered (continued)

engineers', solicitors' and other fees to repair or rebuild the **buildings**;

- the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe;
- the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

The most we will pay is twenty percent (20%) of the **buildings sum insured**.

what is not covered (continued)

- damaged parts of the **buildings**;
- involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;

20. Pipes and cables

Accidental damage for which **you** are responsible to underground cables, pipes and tanks serving the **home**.

- Loss or damage:
 - while the **home** is **unfurnished** or **unoccupied**;
 - caused by **subsidence** or **heave** of the land, or **landslip**;
 - caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material;
 - to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains.
- The cost of:
 - clearing blocked sewers pipes, drains, soakaways, underground pipes or tanks;
 - repairing the source of the damage unless the cause is covered elsewhere in this policy.

21. Metered water or oil

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is five thousand pounds (£5,000).

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

22. Emergency Access

Loss or damage to the **buildings** or lawns and garden within the boundary of the land belonging to the **home** caused by a member of

What is covered (continued)

the emergency services attending or breaking into the **home**:

- to rescue **you**, a member of **your family**, a guest, a lodger, a tenant or an employee;
- to deal with a medical emergency; or
- to prevent damage to the **home**.

The most **we** will pay is five thousand pounds (£5,000) for damage to the **buildings** and one thousand pounds (£1,000) for damage to the lawns and gardens.

23. Replacing locks and keys.

We will pay the cost of replacing keys and fitting locks to the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is two thousand and five hundred pounds (£2,500).

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

24. Moving as a direct result of violent crime.

We will pay for conveyancing costs, estate agents' fees and removal expenses **you** have to pay, if **you** decide to move **home** as a direct result of a crime involving a serious physical assault against **you** or a member of **your family** by someone who has since been charged with the crime.

Both the crime and **your** decision to move must happen during the **period of insurance**.

The most **we** will pay is five thousand pounds (£5,000).

If **you** insure the **buildings** and **contents** under this policy and make a claim as a direct result of a serious physical assault, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

25. Home Improvement

If **you** undertake or employ a professional builder to carry out **home improvement**, **we** will continue to provide cover under this section during the **period of insurance** provided:

- the total cost of the **home**

What is not covered (continued)

- Loss or damage:
 - to site materials, tools or plant;
 - resulting from any work which is the subject of a contract which removes or limits **your** legal rights against the builder

What is covered (continued)

improvement works does not exceed fifty thousand pounds (£50,000), including all fees and VAT;

- the duration of the **home improvement** work will take no longer than 3 months;
- the builder has their own public liability insurance;
- **you** or **your family** continues to reside at the **home**.

What is not covered (continued)

or contractor;

- or any liability arising out of the activities of any builder, contractor or sub-contractor.
- The first five hundred pounds (£500) of any claim arising out of or as a result of the **home improvement** work.

26. Disability Modifications

We will pay for necessary alterations to the **home** if you or a member of **your family** has been permanently physically injured by a sudden and unexpected accident.

Both the alterations and injury must happen during the **period of insurance**.

The most **we** will pay is ten thousand pounds (£10,000).

27. Unauthorised Occupancy

If squatters move into the **home** or trespassers move on to land belonging to the **home**, **we** will pay:

- the legal cost of removing the squatters from the **home** or the trespassers from the land;
- the reasonable extra cost of similar alternative accommodation for **you**, **your family** and **your** pets.

The most **we** will pay is ten thousand pounds (£10,000).

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

28. Removing Nests

We will pay the cost of removing nests from the main structure of the **home** created by:

- rats;
- mice;
- cockroaches;
- wasps and bees.

The most **we** will pay is two thousand pounds (£2,000) in any one **period of insurance**.

If **you** insure the **buildings** and **contents** under this policy and make a claim for the removal of nests, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents cover** for the same incident.

What is covered

29. Garden Cover

Loss or damage to trees, shrubs, plants and lawns at the **home** if the loss is caused by the insured events 1,3,4,5,6,7,10,11 or 12 under this section.

The most **we** will pay is three hundred pounds (£300) for any one tree, shrub or plant or two thousand and five hundred pounds (£2,500) in total.

If **you** insure the **buildings** and **contents** under this policy and make a claim for loss or damage to the garden, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

30. Accidental Damage

What is not covered

- Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, renovating or maintaining the **buildings**;
 - faulty workmanship, design or materials;
 - any water gradually seeping into the **home**.
- Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet, or is shared, or is caused by **home improvement**.
- Loss or damage caused by insured events described in paragraphs 1-15 of this section. (Such damage would be covered under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph)

Guidance note

If **you** own and live in the **home** insured by this policy, accidents which happen in the **buildings** or on land are, by law, usually the responsibility of the person who lives in the **home** or on the land, rather than the person who owns the **home**. If **you** are the owner and occupier of the **home**, this section does not cover **your** legal responsibility as the occupier of the **home** or its land. **You** will need to arrange contents insurance which gives occupier and/or public liability cover to make sure **you** are fully protected.

What is covered

31. Liability as the owner of **your** present and previous **home**.

During the **period of insurance**, **we** will insure **your** or **your family's** legal liability to pay compensation as:

- current owner, but not as occupier, for accidents happening in and around the **home**;
- previous owner of any **home** which **you** occupied, for accidents happening in and around that **home**, under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

We will provide this cover if the accident results in:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee;
- loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses they have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

Legal liability arising:

- from occupying the **home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of any member of **your family** or an employee being injured;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- where **you** are entitled to recover from another source;
- from the use or possession of lifts (other than a stair lift);
- from any business or professional use of the **buildings**;
- from an incident which happens over seven years after this policy ends or the **home** was sold;
- from the cost of correcting any fault or alleged fault;
- from motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, drones, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items

Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the part of the **buildings** damaged or destroyed or pay for damaged parts, as long as:

- the **sum insured** is enough to rebuild the **buildings** in a new condition similar in size, form and style;
- the repair or rebuilding is carried out immediately after **you** receive approval (other than emergency repairs, which should be carried out as soon as reasonably possible);
- the **buildings** were in a good state of repair and properly maintained prior to the loss.

If **you** do not comply with these conditions, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance or refuse to pay **your** claim and/or cancel the policy. If the loss or damage to the **buildings** is not repaired or replaced as explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear;
- the difference between the rebuild of the **home** immediately before the damage and its value after the damage, providing **we** pay no more than the cost of rebuilding or reinstating the **buildings**;
- the cost which would be incurred if **we** replaced the item through **our** network of suppliers.

Repairs carried out by **our** preferred suppliers and covered by this section of the policy are guaranteed for twelve (12) months in respect of quality and workmanship.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If the premium has been discounted for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend the acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **your** invited premium and acceptance criteria may be amended.

Maintaining the sum insured

After **we** have settled a claim, **we** will automatically reinstate the **sum insured**, as long as **you** take any reasonable measures suggested to prevent any further loss or damage.

Index-linking

The **sum insured** will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

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

You will not be charged for index-linking during the **period of insurance**. However, each time **your** insurance is renewed; a new premium will be calculated for the adjusted **sum insured**.

Section two: Contents

<p>The schedule will show if this cover applies. What is covered</p>	<p>What is not covered</p>
<p>Loss or damage to the contents while in the home occurring during the period of insurance caused by the following insured events:</p>	<p>Excess of one hundred and fifty pounds (£150) for all paragraphs shown in this section, except paragraphs 13, 17, 35 and 38-40</p>
<p>1. Fire and smoke.</p>	<ul style="list-style-type: none"> Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.
<p>2. Earthquake</p>	
<p>3. Explosion</p>	
<p>4. Lightning</p>	
<p>5. Any aircraft or other flying objects, hitting or striking the buildings, or anything dropped from them.</p>	<ul style="list-style-type: none"> Loss or damaged caused by a drone that is being operated under your control.
<p>6. Riot, civil commotion, strikes and labour or political disturbances.</p>	
<p>7. Impact by any vehicle or animal.</p>	<ul style="list-style-type: none"> Loss or damage caused by pets or animals under your control.
<p>8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.</p>	
<p>9. Falling trees or branches, telegraph poles or lamp posts.</p>	<ul style="list-style-type: none"> Loss or damage caused by cutting down or trimming trees or branches.
<p>10. Theft or attempted theft.</p> <p>The most we will pay for each incident of loss or damage following theft:</p> <ul style="list-style-type: none"> to the contents in any outbuilding at the home is ten thousand pounds (£10,000); of oil from tanks in the garden at the home is two thousand and five hundred pounds (£2,500). 	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> caused by you, your family, your guests, lodgers, tenants, or employees; while the home is unfurnished or unoccupied; while the home is lent, let, sublet, shared or undergoing home improvement unless someone has used force and violence to get into or out of the home. to high-risk items or money & credits cards in any outbuilding. Loss or damage to ride-on mowers or tractors unless they are stolen from a locked outbuilding following a forced and violent entry and the keys were removed from the lock(s) and ignition.
<p>11. Malicious act or vandalism</p>	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> caused by you, your family, your guests, lodgers, tenants employees or any person th you or your family has allowed into the hom while the home is unfurnished or unoccupied; caused by computer viruses.

What is covered	What is not covered
12. Flood	Loss or damage caused by: <ul style="list-style-type: none"> - Frost; - Underground water; - Water escaping from any fixed heating systems or sanitary ware. <ul style="list-style-type: none"> • Loss or damage to contents in the garden of the Home
13. Escape of water or oil. <ul style="list-style-type: none"> • Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the home. • Oil escaping from any fixed heating installation in the home. 	<ul style="list-style-type: none"> • Excess of five hundred pounds (£500). • Loss or damage caused by: <ul style="list-style-type: none"> - faulty workmanship; - home improvement; - chemicals or a chemical reaction; - water escaping from guttering, rainwater down pipes, roof valleys and gullies; - failure or lack of grout and/or sealant; - sinks and baths overflowing as a result of the taps being left on. (This can be claimed for under accidental damage paragraph 41 if you have selected this cover). • Loss or damage to freestanding, hot tubs, Jacuzzis and spas. • Loss or damage while the home is unfurnished or unoccupied.
14. Subsidence or heave of the site on which the buildings stand, or landslip .	
15. Storm	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - Caused by frost; - to contents in the garden at the home

Extra benefits included with contents

What is covered

16. Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs;
- mirrors.

17. Temporary accommodation

While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:

- the amount of rent which **you** still have to pay, or would have received from an existing tenant;
- the extra cost of similar alternative accommodation for **you, your family** and **your** pets, including the cost of temporary storage for the **contents**.

The most **we** will pay is twenty percent (20%) of the **contents sum insured**

If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:

- an emergency evacuation;
- a neighbouring property being damaged by any loss or damage insured by this section;

We will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets for up to thirty (30) days.

The most **we** will pay is twenty percent (20%) of the **contents sum insured**.

18. Television sets, video and audio equipment and computers.

Accidental damage to:

- television sets, digital satellite or analogue receivers, radios, audio or video equipment, media players compact disc players, record players, games consoles and computer equipment in the **home** that are not designed to be portable; and
- radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

We will also pay the cost of replacing **downloaded electronic information you** had bought and stored

What is not covered

- Loss or damage while **home** is **unfurnished** or **unoccupied**.
- Anything other than the glass.

- Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - restoring or dismantling;
 - faulty workmanship, design or materials;
 - information being accidentally erased or distorted.
- Loss or damage to:
 - records, compact discs, computer disks, cassettes, tapes or DVD's;

What is covered (continued)

on the **home** entertainment equipment following loss or damage caused by insured events 1 to 15 under this section.

The most **we** will pay for **downloaded electronic information** is one thousand pounds (£1,000).

19. Metered water or oil

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is five thousand pounds (£5,000). If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

20. Moving Home

Accidental loss or **accidental damage** to the **contents** while professional removal contractors are moving them from the **home** to a new permanent **home** within the **United Kingdom**.

We will also cover **your contents** against loss or damage provided by paragraphs 1 - 15 of this section in **your new home** for up to two weeks before **you** move in, even if **you** have not completed the purchase at this point.

21. Contents temporarily removed from the home

The **contents** are insured while away from the **home**, within the **United Kingdom** against loss or damage caused by:

- the cover provided by paragraphs 1 to 9, 11 to 15 of this section;
- theft or attempted theft from:
 - a bank or safe deposit box;
 - a home or other building where **you** or **your family** are working or temporarily living;
 - any other building if there are visible signs that force and violent means are used to break into, or out of the building.

The most **we** will pay is 20% of the **contents sum insured**, except for **contents** in **outbuildings** when the most **we** will pay is ten thousand pounds (£10,000).

What is not covered (continued)

- **high risk items.**

- Loss or damage while the **home** is **unfurnished** or **unoccupied**

- Loss or damage:
 - caused by cracking, scratching, or breaking of pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
 - to **contents** in storage, except while in a locked removal vehicle overnight, due to necessary stops

- Loss or damage:
 - to **contents**, which are not in a building, caused by **storm, flood**, theft or vandalism;
 - to **contents** belonging to **you** or a member of **your family** while living in a hall of residence or student accommodation (this can be claimed for under paragraph 34 of this section);
 - caused by theft or attempted theft, from an unlocked hotel room, bed and breakfast bedrooms or other similar temporary lodging;
 - during removals;
 - from a caravan, mobile home or motor home; or
 - any item removed from the **home** to sell, display or exhibit.

What is covered	What is not covered
<p>22. Contents in the open</p> <p>Loss or damage, covered under paragraphs 1 to 11 and 13 of this section, to contents in the open, but within the boundary of the land belonging to the home.</p> <p>The most we will pay is five thousand pounds (£5,000).</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - money & credit cards or high risk items; - contents in or on any motor vehicle, trailer, boat, caravan or mobile home. • Loss or damage while the home is unfurnished or unoccupied.
<p>23. Wedding gifts</p> <p>For 30 days before and 30 days after the wedding day of you or your family, the sum insured for contents at the home will be increased by ten thousand pounds (£10,000) to cover wedding gifts and extra food and drink.</p>	
<p>24. Religious festivals and birthdays or wedding anniversaries.</p> <p>During December and also for seven (7) days before and seven (7) days after your religious festival, the sum insured for contents at the home will be increased by ten thousand pounds (£10,000) to cover gifts and extra food and drink.</p> <p>For seven (7) days before and seven (7) days after your birthday or wedding anniversary, the sum insured for contents at the home will be increased by ten thousand pounds (£10,000) to cover gifts and extra food and drink.</p>	
<p>25. Replacing locks and keys.</p> <p>We will pay the cost of replacing keys and replacing and fitting locks on the outside doors and windows of the home, if you have lost your keys or they have been stolen anywhere in the world.</p> <p>The most we will pay is two thousand and five hundred pounds (£2,500).</p> <p>If you insure the buildings and contents under this policy and make a claim to replace locks and keys, you can only receive a payment under either the buildings or contents section of cover. It is not possible to make a claim under buildings and contents cover for the same incident.</p>	
<p>26. Freezer contents</p> <p>Loss or damage to food or drink in any freezer or refrigerator at the home caused by:</p> <ul style="list-style-type: none"> • a change in temperature of the freezer; • contamination by the escape of refrigerant or refrigerant fumes. 	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - caused by your deliberate actor neglect; - caused by the deliberate act of the supply authority or its employees (including strike action); or - if your gas or electricity supply is cut off because you have not paid a bill.

What is covered

27. Fatal-injury benefit.

If **you** or a member of **your family** suffer a fatal injury:

- as a result of fire and smoke in the **home**;
or
- as a result of an assault in the **home**;

We will pay ten thousand pounds (£10,000) for the person who dies, but only if they die within six months of the fire or assault.

28. Reinstatement of Documents

We will pay the cost of preparing new documents (other than money) after loss or damage covered by paragraphs 1 to 15 of this section, while they are in the **home**, or with **your** solicitors or bank.

The most **we** will pay is one thousand pounds (£1,000).

29. Tenant's cover

Loss or damage to:

- **fixtures and fittings**, greenhouses and sheds **you** fit at the **home** and which **you** are responsible for;
- the structure, decorations, **fixtures and fittings** of the **home** that **you** are responsible for as a tenant under a tenancy agreement; against loss or damage covered by paragraphs 1 to 15 of this section.

The most **we** will pay is fifteen thousand pounds (£15,000).

30. Money & Credit Cards

Accidental loss of **money** anywhere in the world belonging to **you** or a member of **your family**.

Financial loss following fraudulent use of **credit cards** anywhere in the world belonging to **you** or a member of **your family**.

The most **we** will pay is one thousand pounds (£1,000).

31. Moving as a direct result of violent crime.

We will pay for conveyancing costs, estate agents' fees and removal expenses **you** have to pay, if **you** decide to move **home** as a direct result of a crime involving a serious physical assault against **you** or a member of **your family** by someone who has since been charged with the crime. Both the crime

What is not covered

- Any person under sixteen (16) years of age or up to one thousand pounds (£1,000) for persons under 16.

- Any losses which are not reported to the police within twenty-four (24) hours of discovering the loss.
- Loss of value or shortages due to mistakes.
- Any loss due to **you** breaking the conditions of using the **credit cards**.
- Any loss arising from unauthorised use by **you** or anyone living with **you**.

What is covered (continued)

and **your** decision to move must happen during the **period of insurance**.

The most **we** will pay is five thousand pounds (£5,000). If **you** insure the **buildings** and **contents** under this policy and make a claim as a direct result of a serious physical assault, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

32. Garden Cover.

Loss or damage to trees, shrubs, plants and lawns at the **home** if the loss is caused by the insured events 1,3,4,5,6,7,10, 11 or 12 under this section.

The most **we** will pay is three hundred pounds (£300) for any one tree, shrub or plant or two thousand and five hundred pounds (£2,500) in total.

If **you** insure the **buildings** and **contents** under this policy and make a claim for loss or damage to the garden, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

33. Removing Nests.

We will pay the cost of removing nests from the main structure of the **home** created by:

- rats;
- mice;
- cockroaches;
- wasps and bees.

The most **we** will pay is two thousand pounds (£2,000) in any one **period of insurance**.

If **you** insure the **buildings** and **contents** under this policy and make a claim for the removal of nests, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

34. Student Cover.

The **contents** belonging to a member of **your family** in full time education are covered whilst they are living and studying anywhere within the **United Kingdom** providing their permanent

What is not covered (continued)

- Loss or damage:
 - to **money & credit cards, high risk items**;
 - caused by theft or attempted theft unless there has been forced and violent entry into or exit from the accommodation.

What is covered (continued) address is the home against loss or damage caused by Insured events 1 – 15 of this section. The most we will pay is one thousand pounds (£1,000) for any one item or five thousand pounds (£5,000) in total.	What is not covered (continued)
35. Jury Service. We will pay up to fifty pounds (£50) each day towards loss of earnings and expenses you cannot recover as a result of serving as a juror. The most we will pay in total is two thousand pounds (£2,000).	
36. Nursing or Care Home Cover The contents belonging to a member of your family permanently living in a nursing or residential care home within the United Kingdom are covered against loss or damage caused by Insured events 1 – 15 of this section. The most we will pay is two thousand and five hundred pounds (£2,500).	<ul style="list-style-type: none"> • Loss or damage <ul style="list-style-type: none"> - to money & credit cards, high risk items; - caused by theft or attempted theft unless there has been forced and violent entry into or exit from the nursing or care home.
37. New purchases. We will pay to repair or replace new purchases following loss or damage caused by insured events 1 - 15 of this section as long as you tell your broker about these items as soon as possible and, in any case, within twenty-one (21) days of purchase. The most we will pay is ten thousand pounds (£10,000)	

Guidance note

If **you** own and live in the **home** insured by this policy, accidents which happen in the **buildings** or on land are, by law, usually the responsibility of the person who lives in the **home** or on the land, rather than the person who owns the **home**.

If **you** are the owner and occupier of the **home**, this section covers **your** legal responsibility as the occupier of the home or its land arising from the private pursuits of **you** or **your family**.

What is covered

38. Personal & Occupiers Liability

Personal liability:

Your legal liability to pay compensation for:

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

We will provide this cover for accidents which happen during the **period of insurance** and within the **United Kingdom** or during a temporary visit of no more than 60 days elsewhere in the world.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses **we** has agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

Occupiers liability:

Your legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee; or
- loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses **we** has agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

Liability arising:

- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of any member of **your family** or employee being injured;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- directly or indirectly from **you** or any member of **your family** being treated for or passing on any **communicable disease**;
- from owning any land or **buildings** including the **home**;
- where **you** are entitled to recover from another source;
- from any profession, trade or business;
- from the ownership, custody, control or use of:
 - animals other than domestic pets and horses kept for private hacking only;
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation; or
 - firearms, other than legal guns for sport;
- from the ownership, custody, control or use of:
 - any power-operated lift; motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery- powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, drones, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

What is covered (continued)

What is not covered (continued)

39. Accidents to domestic employees.

Your legal liability to pay compensation for accidental **bodily injury** to a **domestic employee** under a contract of service at the **home**.

The accident must occur during the course of their work and during the **period of insurance**.

The most **we** will pay is five million pounds (£5,000,000) for any one event plus any costs and expenses agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

40. Unpaid damages.

The unpaid amount of any award **you** get from a court within the **United Kingdom** and which has not been paid to **you** within three months of the date of the award.

We will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- **you** would have been entitled to a payment under the Personal liability part of section two: Contents if the award had been made against **you** rather than to **you**;
- the person who owes the award does not live with **you**.

We may take proceedings, at their own expense and for their own benefit, to recover any payment they have made under this policy.

The most **we** will pay is £100,000 including legal costs.

Accidental damage to contents

The schedule will show if this cover applies

What is covered

41. Accidental damage to the **contents** while they are in the **home**

What is not covered

- **Excess** of one hundred and fifty pounds (£150)
- Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - faulty workmanship, design or materials;
 - information being erased or damaged on computer equipment;
 - **home improvement**
 - any water gradually seeping into the **home**.
- Loss or damage to:
 - contact lenses, **money & credit cards**, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use;
 - clothing, food and drink;
 - free-standing hot tubs, Jacuzzis and spas.
- Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet or shared.
- Any amount over one thousand pounds (£1,000) for loss or damage to china, glass, pottery, porcelain or other brittle substances while the item is being handled or used.
- Loss or damage caused by insured events described in paragraphs 1-15 of this section. (Such damage would be covered under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph)

Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the damaged property or if they agree to pay a cash or cash alternative settlement, the payment will not exceed the amount they would have paid to replace the item through their preferred suppliers.

If at the time of loss or damage the **sum insured** for **contents** and/or **high-risk items** shown on **your schedule** is not adequate to replace all the **contents** and/or **high-risk items** as new, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance or refuse to pay **your** claim and/or cancel the policy

Where an item has been damaged by an insured event but cannot be replaced either in full (obsolete technology or even a wedding dress that has been used) or in part (cooker glass panel) due to obsolescence **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

We will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new (except for clothing where an amount will be taken off for wear and tear) providing:

- the **contents** have been maintained in good repair;
- **the sum insured** for **contents** and/or **high-risk items** is sufficient to cover the full value of the property.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing **downloaded electronic information** up to one thousand pounds (£1,000), but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

If the premium for this section has been discounted because **you** have not made any claims, the premium may be reduced or removed and the acceptance criteria amended if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **your** invited premium maybe amended.

Sums insured

The most **we** will pay under section two: Contents:

- is the **sums insured** or any other limit shown in the **schedule** or in the policy booklet;
- for **high-risk items** in total is thirty-five percent (35%) of the **contents sum insured** and fifteen thousand pounds (£15,000) in respect of anyone item, **pair or set** unless stated by **endorsement**.
- **Money and credit cards** up to £1,000 in total;
- Free-standing hot tubs, Jacuzzis, swimming pools or spas up to £10,000;
- Free-standing wind turbines and solar panels up to £10,000;
- **Business equipment** up to £10,000;
- Pedal cycles including electrically powered pedal cycles up to £1,000 per cycle or £2,500 in total;
- Heating oil up to £2,500;
- Resident domestic staff, au-pairs and guests' **personal belonging** up to £2,500 in total;
- **Downloaded electronic information** up to £1,000.

Coins/stamps

For coin collections, the most **we** will pay is seventy five percent (75%) of the Spinks & Son catalogue price at the time of the loss or damage.

For stamp collections, the most **we** will pay is seventy five percent (75%) of the Stanley Gibbons' catalogue price at the time of the loss or damage.

Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause.

Maintaining the sums insured

After a claim has been settled, the **sums insured** for **contents** will automatically be reinstated, as long as **you** take any reasonable measures suggested to prevent further loss or damage.

Index-linking

The **sum insured** will be index-linked. This means that the **sum insured** will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

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

There will be no charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, a new premium for the adjusted **sum insured** will be calculated.

Proof of value and ownership

To help **you** make a claim, it is recommended that **you** keep receipts and guarantees.

Section three: All risks

The schedule will show if this cover applies.

What is covered

Theft, accidental loss or **accidental damage** occurring during the **period of insurance** to **high-risk items** and **personal belongings** which **you** or **your family** own or are responsible for:

- specified items listed on the **schedule** up to the amount shown on the **schedule**;
- unspecified **high-risk items** and unspecified **personal belongings** up to the amount shown on the **schedule**;
- pedal cycles;

while anywhere in the **United Kingdom** or worldwide for up to sixty (60) days in one **period of insurance**.

What is not covered

- **Excess** of one hundred and fifty pounds (£150)
- Loss or damage caused by:
 - theft, attempted theft, or vandalism while the **home** is left **unoccupied** or **unfurnished**;
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - deterioration, cleaning, restoration, renovation or while being worked on;
 - faulty workmanship, design or materials;
 - scratching, denting or chipping;
 - theft or attempted theft from an unlocked hotel room, bed and breakfast bedroom or other similar temporary accommodation.
- Loss from an unattended road vehicle:
 - unless the items are concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked;
 - for any amount over £1,000, this limit applies to Unspecified & Specified items.
- Loss or damage to:
 - sports equipment which is in the course of play or use;
 - reeds, strings or drums skins of musical instruments;
 - crowns, caps or fillings in teeth;
 - portable televisions, car audio or car audio-visual equipment.
- Loss or damage:
 - caused by theft of a pedal cycle under two thousand and five hundred pounds (£2,500) unless the cycle frame and any quick release wheels are attached to an immovable permanent object or kept in a locked building;
 - caused by theft of a pedal cycle two thousand and five hundred pounds (£2,500) or over unless the cycle frame and any quick release wheels are attached to an immovable object with a Gold Secure Lock even when kept in a locked building;
 - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
 - to the pedal cycle while it is being used for racing, pace-making or trials;

What is covered (continued)

What is not covered (continued)

- to the pedal cycle while it is let out on hire or is used other than for private purposes;
- any amount over one thousand pounds (£1,000) for any one cycle unless the pedal cycle is specified.

Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the damaged property or if they agree to pay a cash or cash alternative settlement, the payment will not exceed the amount they would have paid to replace the item through their preferred suppliers.

Where an item has been damaged by an insured event but cannot be replaced either in full or in part due to obsolescence **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

We will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new (except for clothing where an amount will be taken off for wear and tear).

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

We will pay the cost of replacing information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

The most **we** will pay for;

- specified items is the **sum insured** shown on the **schedule**;
- any one item, **set or pair** of unspecified **high-risk item(s)** or unspecified **personal belongings** is five thousand pounds (£5,000);
- **downloaded electronic information** is one thousand pounds (£1,000);
- pedal cycles is one thousand pounds (£1,000) for any one cycle or five thousand pounds (£5,000) in total unless specified.

If **your** premium has been discounted for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend the acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **your** invited premium or the acceptance criteria may be amended.

Maintaining the Sums Insured

After **we** have settled a claim, the **sums insured** will be maintained, as long as **you** take any reasonable measures suggested to prevent any further loss or damage. (**You** will not be charged any extra premium for this.) This does not apply to specified items listed on the schedule or pedal cycles.

Proof of value and ownership

In the event of a claim for specified items, **you** will need to provide a professional valuation (within the last 5 years), receipt or proof of purchase predating the loss as proof of value and ownership. **We** may not meet **your** claim, or the amount of the claim may be reduced if **you** cannot provide such proof.

General exclusions

The following exclusions apply to Sections one, two & three.

This policy does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to or arising from, the following:

1. Radioactive contamination

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

2. War

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

3. Loss of value

Loss of value after repair or replacement is paid for under this policy.

4. Sonic bangs

Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

5. Pollution or contamination

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

Claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems are not covered.

6. Computer viruses

We will not provide cover for either:

- a) Computer viruses or electronic data being erased or corrupted.
- b) The reinstatement of data

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

7. Gradually occurring loss

wear, tear or gradual deterioration; wet rot or dry rot or mould; spoilage, decay or decomposition; corrosion or rust; oxidation; erosion; leakage; any other gradually occurring loss; existing defect; dampness or dryness of atmosphere; condensation; smog or fog; or extremes or changes in atmospheric temperature.

8. Mechanical or electrical breakdown

Damage caused by mechanical or electrical breakdown unless a cause not otherwise excluded occurs and then only for the damage caused by such ensuing cause.

9. Vermin

Moths, termites or other insects; vermin.

10. Indirect loss

Any losses that are not directly associated with the incident that caused you to claim.

11. Deliberate acts

Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your family**, guests or lodgers unless such an action is to save a life or prevent **bodily injury**.

12. Terrorism

Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm;
- putting the public or any section of the public in fear;

If it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

13. Business use

Any property used or held for business, profession or trade purposes other than as provided by business equipment.

14. Heating, drying, dyeing or washing

Loss or damage caused by heating, drying, dyeing or washing an item.

15. Confiscating items

Any loss or damage caused by:

- customs, police or other officials;
- an order of any court of law;
- any statutory or regulatory authority confiscating an item.

16. Deception

Any loss or damage caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.

17. Other insurance

Loss, damage or legal liability if there is any other insurance in place which provides cover for the same event.

18. Misuse

Loss or damage caused by using the item or product in a way which is different to the manufacturer's instructions.

19. Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover by this policy commences

20. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

General conditions

The following conditions apply to Sections one, two & three.

1. Reasonable care

You must take all reasonable care to prevent **bodily injury**, loss, damage or accidents to **your property**, and maintain the **home** and **your** belongings in a good state of repair. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2. Telling us about a change

You must tell **your** broker immediately about any change in the information given to them which is relevant to this policy. If **you** do not, **your** policy may not be valid or may not cover you fully.

Examples of changes **you** must make **your** broker aware of are:

- change of address
- structural alterations to **your home** unless they fall within General Condition 12 of this policy
- if **your home** will be **unoccupied** or **unfurnished**
- if **you** intend to let or sublet **your home** or **your home** is no longer occupied solely by **you** and **your family**
- if **you** no longer intend to use **your home** as **your** main residence
- if **you** or **your family** have been declared bankrupt or been subject to bankruptcy proceedings
- if **you** or **your family** have received a County Court Judgment, police caution or been convicted with any offence other than driving offences.

We have the right to alter the premium, change any terms and conditions or cancel this policy following a change.

3. Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible. For loss or damage claims, **you** must provide (at **your** own expense) any documents, information and evidence requested. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside the **home**.

You must take all reasonable steps to recover any lost or stolen **contents** and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4. Your insurers rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **your** claim is paid under this policy, **we** may take over, defend or settle any claim in **your** name.

We can also take proceedings, at their own expense and for their own benefit, to recover any payment made under this policy.

5. Disagreement over amount of claim

If **we** accept **your** claim, but disagrees over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **us** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

6. Fraudulent claims

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

- makes a claim under the policy, knowing the claim is false or exaggerated in anyway;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which you knew about or deliberately caused;

We:

- will not pay the claim and all cover under this policy will end;
- will not pay any other claim which has been or will be made under the policy;
- may declare the policy void, that is, treat the policy as if it never existed;
- will be entitled to recover the amount of any claim they have already paid under the policy since the last renewal date from **you**;
- will not return any premiums **you** have paid;
- may tell the police about the situation;
- will inform other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

7. Other insurance

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

8. Keeping to the conditions of the policy

Cover under this policy only applies if **you** or anyone entitled to benefit under this policy has kept to all terms, conditions and **endorsements** that apply.

9. Non-Disclosure and Misrepresentation

Information which **you** gave **your** broker before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **your** broker immediately.

10. The Construction of the Home

The **home** (unless shown differently on the **schedule**) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the **schedule**, no more than thirty percent (30%) of the roof area may be flat and/or covered with felt.

11. Breach of Conditions under this policy

If it is found that you have not complied with any condition under this policy and that **your** compliance would normally reduce losses described in this policy. Depending if it is deliberate or reckless a claim can be avoided or reduced. Unless, **you** can prove to us that **your** failure to comply with any such condition would NOT have increased the risk of the loss occurring in the circumstances that it arose.

Section four – Home Emergency

You have chosen a home emergency policy that can provide **you** with help in **your home**. **We** will respond with expert help if **you** have an emergency covered by this policy and send a **contractor** out who will take action to try and put things right

This home emergency policy is provided by Arc Legal Assistance Limited and underwritten by the **Insurer**. Claims under this policy are handled by Arc Legal Assistance Limited.

The purpose of this insurance

This insurance policy is designed to work alongside **your** household buildings or contents insurance policy. Whilst **we** are happy to help **you** in an emergency by finding a **contractor**, **we** aren't able to provide **you** with help relating to day-to-day maintenance of **your home** and its contents.

Important

You must make sure that **your** boiler is serviced regularly in accordance with the manufacturer's instructions. **We** will not pay any claim that is caused by a breakdown of a boiler that has not been serviced during the previous 12 months.

How to make a claim

Major emergencies which could result in loss of life or serious damage to the **home** should always be notified to the supply company and/or public emergency services immediately.

Gas leaks must be notified to the National Gas Emergency Service immediately on 0800 111 999.

Please look at **your** insurance policy and **schedule** to check **your** level of cover and have **your** policy number and intermediary's name to hand. This policy is designed to help **you** during an emergency. It will not cover situations that you do not tell **us** about within **48 hours** of the incident.

Call **our** helpline on 0333 234 3465. **Our** helpline is open 24/7, 365 days a year.

We will ask **you** some questions to check **your** identity and the details of **your** emergency. **We** will talk **you** through **your** cover and let **you** know what **we** will do next.

Some Important Information

- If **we** accept **your** claim, the claims helpline will find a suitable **contractor** to come to **your home** and try to sort out the emergency. However, the **contractor** must be able to get into **your home** to carry out the **emergency repairs** and not be prevented by bad weather, industrial disputes or lack of public transport.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are carried out.
- The **contractor** will send an invoice for the cost of all the work that is covered by the insurance to **us**. **You** will be asked to pay the cost of;
 - a) Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
 - b) All charges above the claims limits or any work not covered by this insurance – **you** will be told about this before any work is carried out.
 - c) Any extra costs for things that **you** ask for such as replacement parts or components which are of better quality than the original replacement parts or components.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens **we** will make sure that **your home** is safe.
- If **you** call in the services of a **contractor** before **you** make contact with the Claims Helpline Service any costs incurred by **you** will not be covered by this insurance.
- **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.

What you need to know

Confirming Policy Detail, Helping Us Help You

In some situations **we** might not be able to assess **your** claim or confirm that **you** have a policy from the information and details provided by **you**. It might be necessary for **our contractor** to come to **your home**, assess the situation and provide **us** with a report. If this happens **you** will be asked to leave either credit or debit card details which may be debited if the cost of the call-out and any repairs carried out are not covered by this insurance. This will help **us** respond to **your** emergency without unnecessary delay and provides **you** with the choice to get emergency help at **your home** even if it's not covered by **your** policy.

Household Buildings and Contents

This insurance policy is designed to offer 24-hour help if **you** have a **home** emergency. It compliments but does not replace either **your** household buildings or contents insurance policy, and there may be times where **your** buildings or contents policy are a better route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for help.

How Your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no **temporary repair** is available. If **our contractor** decides there is no temporary, permanent or economical repair available, then the emergency will not be covered by this insurance.

Your emergency must meet the definition of an emergency under the section of cover that **you** are claiming under.

Maintenance of Your Home

You must keep **your home**, including fixtures and fittings, in good working order. This includes boilers which should be maintained/serviced in accordance with the manufacturer's recommendations.

Trace and Access

Sometimes the **contractor** might need to remove and/or damage parts of the home, fixtures and fittings in order to locate the source of the emergency. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

Working Together

To enable **us** to give **you** the best possible claims service, **we** will need **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts that **we**, or **our** representative, ask for.

If **your home** emergency claim is accepted, **we** ask that **you** allow the **contractor** to have access to **your home** within 24 hours of the claim being reported to **us**. If **you** delay and/or prevent the **contractor** from doing this **we** may not cover you.

There might be times where **our contractor** has to order parts that are not available straight away.

Other Similar Insurance

If **you** claim under this policy for something which is also covered by another insurance policy that **you** have, **you** must give **us** full details of the other insurance policy. **We** will only pay **our** share of any claim.

Important and defined words

The words or expressions shown below have the following meaning wherever they appear in this policy. They will be in bold type throughout for your reference.

Claim limit(s)

The amount **we** will pay in respect of any one claim and during any one **Period of Insurance** is as follows;

Limit per claim:	£500.00 inclusive of VAT
Limit per period of insurance:	£2,500
Labour limit per claim:	Unlimited subject to claim limit

Please note, only one of the following benefits can be utilised per claim;

Overnight Accommodation (in addition to the limits shown above):	£250.00
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Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs**.

Data Protection Legislation

The data protection laws in force in the countries where this cover applies at the time of the emergency.

Emergency repairs

Work carried out by an authorised **contractor** to sort out the emergency by completing a **temporary repair**. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **claim limit** shown in this policy.

Home

Your main permanent place of residence within the **territorial limits** which is a private dwelling used for domestic purposes. It does not include garages, gardens, outbuildings and swimming pools. However, garages and outbuildings that are attached and/or accessed via the **home** will be included for section 8 Pests.

Insured Person, You, Your

The person who has paid the premium and is named in the **schedule** as 'the **insured person**'.

Insurer

AmTrust Specialty Limited

Intermediary

The regulated person or company that **you** have appointed to arrange this insurance for **you**.

Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this insurance will also be cancelled, suspended or withdrawn.

Primary Heating System

The main central heating and hot water systems. This does not include any form of renewable energy systems, non-domestic central heating boilers or source.

Schedule

The document which shows the specific details of **your** insurance. This wording and the **schedule** together make up **your** insurance policy.

Temporary Repair, Temporary solution

A repair or solution which will sort out an emergency for at least 72 hours. A **temporary repair** or solution will need to be replaced by a permanent repair.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

Uneconomical

1. Where, in **our** opinion, it would not be worth completing a repair because of the further work that would be needed or the life expectancy of the appliance/equipment; or
2. Where the cost of the emergency repair (including parts and labour) is more than 75% of the cost of replacing the item as new.

We, Us, Our

Arc Legal Assistance Limited

What you are covered for

This policy provides the cover described in each section below if an insured event happens at your **home**.

We will pay up to the **claim limits** for any claim (including VAT, call-out charges, labour, parts and materials).

Where it has not been possible to sort out the emergency following an accepted claim for **emergency repairs**, and where the Claims Helpline Service decides that **your home** has been left uninhabitable, **we** can arrange for overnight accommodation up to the **claim limits**.

Section 1 – Plumbing & Drainage

What is Covered?

Emergency repairs following damage to or failure of the plumbing and drainage system which:

- Means that internal flood or water damage is a likely consequence;
- Means that **you** do not have access to a toilet **you** can use within **your home**; or
- Causes blocked external drains that are only **your** responsibility and within the boundary of the **home**, where this can be resolved by jetting or rodding.

What is Excluded?

1. The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes.
2. Cracked sanitaryware, including, for example, cisterns, toilet bowls, sinks and baths.
3. Blocked toilets and/or drains where this has been caused as a result of misuse or the internal workings of the flush.
4. Saniflo systems or other macerator-based systems.
5. Descaling and any work arising from hard water scale deposits.
6. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.
7. Where there is a leak from a shower, bath or sink when in use and there is another way of bathing or washing at the **home**.
8. Where the leak can be contained providing **you** with enough time to arrange a repair privately.

Section 2 – Internal Electricity

What is Covered?

Emergency repairs following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.

Please note, during claims assessment **you** may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.

What is Excluded?

1. External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
2. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment.
3. Renewable energy systems.
4. Where an appliance has caused a circuit to fail or trip.

Section 3 – Gas Supply

What is Covered?

After the National Gas Emergency Service has visited **your home** and isolated **your** gas supply, **emergency repairs** will be carried out by a Gas Safe **contractor**, who will repair or replace the damaged section of internal gas supply pipe. **Our contractor** will also turn **your** gas supply back on.

What is Excluded?

1. Repair work to or the cost of replacing lead pipework.
2. The interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption of the mains gas supply system.
3. Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements.
4. Any appliance.

Section 4 – Water Supply

What is Covered?	What is Excluded?
<p>Emergency repairs following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.</p>	<ol style="list-style-type: none">1. The interruption or disconnection of public services to the home however caused, or the failure, breakdown or interruption or the mains water supply system.2. Where you have access to a water supply in another bathroom.3. Descaling and any work arising from hard water scale deposits.

Section 5 – Security

What is Covered?	What is Excluded?
<p>Emergency repairs following damage or failure of the following items which would render the main living area of the home insecure and easily accessible to intruders:</p> <ol style="list-style-type: none">a. External lock.b. External window.c. External door.	<ol style="list-style-type: none">1. Internal locks, window locks, glass, external garages or outbuildings.2. Any damage caused by the contractor in gaining access to the home.3. Doors subject to swelling.4. Porch doors where there is another lockable door which prevents access to the main living areas of the home.

Section 6 – Access to Home

What is Covered?	What is Excluded?
<p>Emergency repairs following the loss of the only available key to the home which cannot be replaced, and normal access cannot be obtained. Our contractor will gain access to the home and ensure it is left secure.</p>	<ol style="list-style-type: none">1. Any damage caused by the contractor in gaining access to the home.

Section 7 – Primary Heating System

What is Covered?	What is Excluded?
<p>Emergency repairs following the complete breakdown of the primary heating system which:</p> <ol style="list-style-type: none">a. Results in the complete loss of heating and/or;b. Results in the complete loss of hot water.	<ol style="list-style-type: none">1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.3. Any form of renewable energy systems.4. Power flushing or descaling.5. The replacement of water tanks, cylinders and central heating radiators.6. Where there is another hot water source available for bathing, including, for example an immersion heater or electric shower.7. Intermittent faults where this cannot be identified at the time of the contractor's attendance.8. Lack of maintenance or neglect by you (you may be asked to reserve funds if your boiler has not been serviced in line with the manufacturer's instructions).9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

Section 8 – Pests

What is Covered?

Emergency repairs following an infestation as a result of the following Pests in and/or attached to the **home** and there is clear evidence of the infestation.

- a. Wasps' nests.
- b. Hornets' nests.
- c. Mice.
- d. Rats.
- e. Cockroaches.

What is Excluded?

1. Repeat claims where **you** have failed to follow previous guidance from **us** or the **contractor** to prevent continued or further infestation.
2. Pest infestations where **you** have not taken reasonable hygiene measures to prevent contamination.
3. The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If **you** have a swarm, or bees in the structure of **your home**, **you** should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Section 9 – Roofing

What is Covered?

Emergency repairs following missing, broken or loose tiles causing internal water damage.

We will ask a **contractor** to attend when it is safe for them to do so. They will complete a **temporary repair** to stop the immediate damage, but requests for permanent repairs should be made to **your** building & contents insurance provider.

What is Excluded?

1. Damage to flat roofs over 10 years old.
2. Damages where the roof has not been satisfactorily maintained.
3. Costs that should be shared proportionately across all responsible parties.
4. Any access costs, including, for example, scaffolding and articulated lifts.

Section 10 – Overnight Accommodation

What is Covered?

Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for **emergency repairs** by a **contractor** under another section of the policy and the **home** is rendered uninhabitable in the opinion of the Claims Helpline Service.

What is Excluded?

1. The cost of any food and drink **you** have purchased.
2. The cost of any parking incurred.
3. The cost of travel.
4. The cost of entertainment.

General Exclusions

We shall not be liable for costs arising from or in connection with:

1. Any boiler that has not been serviced in the 12 months before it breaks down
2. Circumstances known to **you** prior to the date this insurance began.
3. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
4. Any claims arising from or relating to appliances.
5. Any system, which has been incorrectly used or modified, or has been tampered with.
6. General wear and tear.
7. Failure or damage caused by faulty or defective design of pipework including, for example, delamination found in pitch fibre pipe construction.
8. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
9. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
10. Replacement or adjustment to any decorative or cosmetic part of any equipment.
11. Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
12. Wilful act or omission, lack of maintenance or neglect by **you**.
13. Claims in the 7 days immediately following **your** first occupation of the **home** or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left unoccupied for 30 consecutive days or more.
14. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
15. Any other costs or damage that are directly or indirectly caused by the event that led to **your** claim, unless specifically stated in the policy.
16. Claims arising within the first 48 hours from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
17. Any costs that would be more appropriately recovered under any other insurance.
18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **we** have gone beyond **your** insurance policy's **claim limit** or policy cover.
20. Claims where **our contractor** has advised there is no **emergency repair** available.
21. Any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails to correctly recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.
22. Any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.
26. Any loss or damage from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

General Conditions

Giving us all the important information

When **your** application for this insurance is accepted, the **insurer** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

- The **insurer** may cancel **your** policy and refuse to pay any claim or
- The claim might not be paid in full.

We will write to **you** if the **insurer**:

- intends to cancel **your** policy; or
- needs to amend the terms of **your** policy; or requires **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must inform **us**.

Claims

Telephone conversations may be recorded in case **you** (or **we**) need a record of what has been said.

When asking for help you must contact the Claims Helpline Service. If **you** contact the **contractors** directly, the work will not be covered.

There might be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens **we** will make sure that **your home** is safe and, if needed the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should use the services of a **contractor** before **you** to make contact with the Claims Helpline Service **you** will be responsible for any costs.

If there is a major emergency which could result in serious damage or serious injury **you** must contact the supply company and/or the public emergency services immediately. Gas leaks must be reported to the local gas company immediately.

Keeping the terms & conditions

You must comply with the terms and conditions of this insurance, or **we** won't have to pay any claim.

Recovery of Costs

We may take proceedings (which **we** will pay for) in **your** name to recover any sums paid under this insurance.

Fraudulent or Exaggerated Claims

If any claim made by **you**, or anyone acting on **your** behalf, under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- cancel **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **we** cancel **your** insurance from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Sanctions

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

Privacy and Data Protection Notice

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

Data Protection

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

What we do with your personal information

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

For example, we might need it:

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

We will need it:

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

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

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

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

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

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

If **you** have any questions about how we use **your** information, **you** can contact our Data Protection Officer.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be considered to be properly issued if it is sent to the last known address of the person intended to receive it.

Take Care

You must take care to maintain the **home** and its equipment in good order and take all necessary precautions to prevent loss, damage or unnecessary costs.

Where a **temporary solution or repair** has been carried out, it will be **your** responsibility to carry out repairs or work to permanently resolve the cause of the emergency. If **you** don't carry out the permanent repair **we** will not appoint a **contractor** to carry out any more **emergency repairs**.

Cancellation

Your right to cancel:

You can cancel this insurance at any time telling **your** insurance adviser and giving 14 days written notice. If **you** do this within 14 days of taking out this insurance, **you** will get a refund of premium if **you** have not already made a claim under the insurance. If **you** cancel at any time after the first 14 days, **you** will get a refund of premium for the remaining term of this insurance if **you** have not made, and do not intend to make, a claim

The **Insurer's** right to cancel:

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

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

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

Claims Helpline Service

All potential claims must be reported to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 0333 234 3465. Calls to the helpline will be charged at **your** standard rates. **We** will not accept responsibility if the Helpline services fail for reasons beyond **our** control.

Law

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Complaints Procedure

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

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

Our contact details are:

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

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or
0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)
Email: complaint.info@financial-ombudsman.org.uk

The Financial Services Compensation Scheme (FSCS)

The **insurer** is covered by the FSCS. If it fails to carry out its responsibilities under this legal expenses cover, **You** might be entitled to compensation from the FSCS. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Compensation

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

Authorisation

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

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

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