



# Premier Home policy wording

Premier Home Insurance

**HOWDEN**



# Contact Us

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

Howden UK Brokers Limited  
Claims (Sections 1-3)  
Unit 8  
Lakeside Business Village  
Fleming Road  
Chafford Hundred  
Grays, Essex  
RM16 6EW

0300 373 2721  
[www.howdeninsurance.co.uk](http://www.howdeninsurance.co.uk)

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

0344 571 7976  
[customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

# Introduction

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



A handwritten signature in black ink, which appears to read 'Mark Daines'.

**MARK DAINES**

Director

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# Premier Home Insurance

## Important Contract Information

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

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

The written authority under the agreement number(s) stated on **your** Schedule allows Howden to issue this policy on behalf of Insurers.

Many of the words and phrases used have a special meaning in the context of this insurance. Where a word or phrase is in bold type please refer to the Definitions on pages 7-8 for definitions applicable to Sections 1, 2 and 3, and pages 31-32 for definitions applicable to Section 4 only.

General Terms, Conditions and Exclusions applicable to Sections 1, 2 and 3 are shown on pages 9-16. The Cancellation Clause shown on page 15 applies to all sections of this policy. **We** agree, to the extent and in the manner provided in this insurance, to pay **you** for any physical loss or physical damage or legal liability for accidents occurring during the **period of insurance** after **you** have proved such loss, damage or liability.

Please read this insurance, together with any Endorsements and **your** Schedule, very carefully. If it is incorrect, please contact Howden without delay for alteration, **our** contact details are as follows:

Howden UK Brokers Limited  
Unit 8  
Lakeside Business Village  
Fleming Road  
Chafford Hundred  
Grays, Essex  
RM16 6EW

0300 373 2721

Email: [mark.daines@howdeninsurance.co.uk](mailto:mark.daines@howdeninsurance.co.uk)

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

**You** and **we** are free to choose the law applicable to this Insurance Contract. However, unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. Furthermore, unless otherwise agreed, the language of this contract will be English.

The Insurer(s) as stated on your Schedule are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on **0800 111 6768**.

### Complaints

Please refer to **your** Schedule for details of the Complaints procedure.

### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

### Customers with disabilities

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

### Data protection

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

# Section 1-3 Definitions

Wherever the following words appear in bold in this insurance they will have the meanings shown below.

Accidental Damage	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose
Amount insured	The maximum <b>we</b> will pay as shown on <b>your</b> Schedule. Unless stated otherwise, amounts apply to each claim and will be available again in full to meet further claims provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage. The <b>amount insured</b> may be adjusted in accordance with policy Terms and Conditions.
Buildings	The <b>private residence</b> including decorations and fixtures and fittings, lifts, domestic fixed fuel tanks, swimming pools, terraces, patios, tennis courts, driveways, footpaths, bridges, decking, gazebos, pergolas, walls, gates, hedges, fences, septic tanks, manhole covers and other similar structures, all at the <b>private residence</b> and which belong to <b>you</b> or for which <b>you</b> are legally responsible.
Contents	<p>Household goods, <b>fine art and antiques</b>, all other personal property, tenants' and leaseholders' fixtures and fittings (including interior decorations, radio and television aerials, satellite dishes, their fittings and masts), all of which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p>The following property is not included within <b>contents</b>:</p> <ul style="list-style-type: none"><li>• motor vehicles and their accessories, other than domestic gardening equipment</li><li>• caravans and their accessories</li><li>• trailers, (other than trailers up to 15 feet or 4.5 metres in length), and their accessories</li><li>• watercraft, (other than rowing boats and dinghies up to 12 feet or 3.6 metres in length) and their accessories</li><li>• aircraft and their accessories</li><li>• animals</li><li>• <b>money</b> and <b>credit cards</b></li></ul>
Credit cards	Credit, debit, charge, cheque, bankers' or cashpoint cards.
Excess	The amount <b>you</b> will have to pay towards each separate claim.
Fine art & antiques	<p>Including but not limited to: furniture, paintings, drawings, etchings, prints, photographs, rugs, tapestries, manuscripts, books, porcelain, sculpture, medals, stamps or coins forming part of a collection, articles made of precious metals or precious stones, gold and silver plated items, and all other collectible property which belongs to you or for which you are legally responsible.</p> <p>Jewellery, watches, furs and guns are not included within <b>fine art and antiques</b>.</p>

Heave	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
Landslip	Downward movement of sloping ground.
Money	Cash, cheques, postal orders, bank drafts, travel tickets, travellers cheques, postage stamps, savings stamps and certificates, premium bonds or other negotiable documents.
Outdoor items	Garden furniture, swimming pool covers and equipment, fixed recreational toys, barbecues, ornaments, statues and other similar items normally left outdoors.
Period of insurance	The time for which this insurance is in force as shown on <b>your</b> Schedule.
Personal possessions	<p>Jewellery, watches, furs, electronic personal organisers, mobile phones, passports, driving licenses, guns, baggage, clothing and other similar items customarily carried about the person which belong to <b>you</b> or for which you are legally responsible.</p> <p><b>Fine art and antiques, money and credit cards</b> are not included within <b>personal possessions</b>.</p>
Private residence	The dwelling(s), greenhouses, outbuildings situated at the address shown on <b>your</b> Schedule including garages and carports comprising part of that address.
Settlement	Downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> within ten years of construction
Subsidence	Downward movement of the ground beneath the <b>buildings</b> by a cause other than the weight of the <b>buildings</b> themselves
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands including transits in between.
Unoccupied	At the time of loss or damage the <b>private residence</b> has not been occupied at least once overnight during the preceding 30 consecutive days, or is not sufficiently furnished for normal living purposes.
We/us/our	The Insurers as shown on <b>your</b> Schedule (either individual or corporate) who have a share in this insurance.
You/your/ yourself	The person named as the policyholder on <b>your</b> Schedule and all permanent members of that person's household, including domestic staff who live in the <b>private residence</b> .



# General Exclusions

## Applicable to Sections 1-4

This insurance does not cover:

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

**B.** Loss or damage caused by theft, or attempted theft, at the **private residence** while any part of the **buildings** is let or sublet, unless violence has been used to gain entry or exit.

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

**D.** Loss or damage caused by wear and tear or gradual deterioration.

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

**F.** Sanction limitation and exclusion clause. **We** will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** 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.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, **United Kingdom** or United States of America.

**G.** Any claim where, but for the existence of this insurance, **you** would be entitled to be paid under any other policy.

**H.** Any costs in connection with preparing a claim.

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

**J.** The **excess** shown in **your** Schedule.

**K.** Electronic Data Exclusion Clause

**We** will not pay for:

- i Loss of or damage to any property whatsoever, or any loss or expenses whatsoever or;
- ii Any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
  - computer viruses, erasure or corruption of electronic data;
  - the failure of any equipment to correctly recognise the date or change of date. For the purpose of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature.

## L. Biological and Chemical Contamination Clause

### **We will not pay for:**

- i Loss of or damage to any property whatsoever,  
or any loss or expenses whatsoever
- ii Any legal liability of whatsoever nature
- iii Death or injury to any person

directly or indirectly caused by, or contributed to,  
or arising from biological or chemical contamination  
due to or arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce  
the consequences of any actual, attempted, threatened,  
suspected or perceived terrorism

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

- the causing, occasioning or threatening of harm  
of whatever nature and by whatever means
- putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude  
that the purpose(s) of the person(s) or organisation(s)  
concerned are wholly or partly of a political, religious,  
ideological or similar nature.

# General Terms – Applicable to Sections 1-3

## Claims procedure

**A. You** must tell Howden as soon as reasonably possible of any incident or accident, which may result in a claim under this insurance and give all necessary assistance **we** may require. (We will only ask for information in relation to **your** claim or policy). Contact details are as follows:

Howden UK Brokers Limited  
Unit 8  
Lakeside Business Village  
Fleming Road  
Chafford Hundred  
Grays, Essex  
RM16 6EW

0300 373 2721

Email: PC.claims@howdeninsurance.co.uk

If **you** do not, then **we** will not be liable to pay **your** claim. If **you** think a crime has been committed **you** must also report this to the Police and obtain a crime reference number from them. If **you** do not, then **we** will not be liable to pay **your** claim.

### B.

- i If protection measures or temporary repairs are needed urgently to prevent further physical loss or physical damage, **you** must arrange for them to be done without delay. Keep all invoices or bills because they may form part of **your** claim.
- ii Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** wish to do so.
- iii **You** must prove the loss or damage has occurred and give **us** all the cooperation **we** need, at **your** own cost. If **you** do not, then **we** will not be liable to pay **your** claim.

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

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

## Payment of claims

### Excess agreement

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

### Section 1: Buildings and contents

#### Buildings

**We** will pay the cost of rebuilding or repairing the lost or damaged **buildings** including the following necessary and reasonable expenses incurred in rebuilding or repair, but not exceeding the **amount insured**:

- i fees to architects, surveyors and consulting engineers;
- ii the cost of clearing the site and making the **buildings** safe;
- iii the cost of complying with any government or local authority requirement, unless notice was served on **you** before the date of loss or damage, and provided the **buildings** were originally built in accordance with any government or local authority requirements in force at the time.

**We** will not pay the cost of replacing any undamaged part of the **buildings** solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

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

## **Contents**

**We** will decide whether to repair or replace the lost or damaged item, or to make a cash settlement based on the replacement cost. There will be no deduction for wear and tear other than for clothes where **we** will make an appropriate reduction.

If **we** can repair or replace an item but **we** agree to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item with **our** preferred suppliers.

**We** will not pay the cost of replacing any undamaged item solely because it forms part of a set, suite or is one of a number of items of a similar nature, colour or design.



# General Terms –

## Applicable to Sections 1-3

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

- for office equipment and laptops used for business purposes £15,000 in total for any one claim.
- for £10,000 of personal property belonging to any permanent member of **your** household in full time education while they are staying away from the **private residence**, but limited to £1,000 any one item unless individually specified.
- for gold, silver, jewellery or furs £5,000 in total for any one claim but limited to £5,000 any one item.
- for **outdoor items** £5,000 in total for any one claim.
- for personal documents or title deeds £2,500 in total for any one claim.
- for coins and stamps forming part of a collection £1,500 in total for any one claim.
- for computer software £1,000 in total for any one claim.

### Section 2: Fine Art and Antiques, Personal Possessions, Money and Credit Cards

For listed items that are lost or destroyed **we** will pay the **amount insured**. However, **we** will require **you** to prove to **us** the value of an item before **we** will pay for the loss or damage.

For any item not listed but included within the **amount insured** for **fine art and antiques** or for **personal possessions**, **we** will at **our** option repair, replace or pay for the lost or damaged article.

If **we** can repair or replace an item but **we** agree to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item with **our** preferred suppliers.

There will be no deduction for wear and tear other than for clothing where **we** will make an appropriate reduction.

If a listed item is partially damaged **we** will pay the cost of restoration plus any loss in value up to the value agreed by **us** for that item. If a partially damaged item is not listed and **we** decide to repair it **we** will also pay for any loss in value.

The most **we** will pay for any one item, pair or set of **fine art and antiques** which is not listed in the specification is £5,000.

The most **we** will pay for any one item, pair or set of **personal possessions** which is not listed in the specification is £5,000.

### Full Payment

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

### Fraudulent Claims

If **you** or anyone acting with **you** or on **your** behalf:

- makes a claim under this insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by **your** willful act or connivance

Then:

- **we** shall not pay the claim
- **we** shall not pay any other claim which has been made under the insurance
- **we** may at **our** option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- **we** shall not return any premium
- **we** may inform the police of the circumstances

## Conditions

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

These are the conditions of the insurance **you** and **your** family will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid

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

- i for **buildings**: the estimated cost of rebuilding if the **buildings** were destroyed including associated fees and expenses (this is not the same as the market value).
- ii for **contents**: the current cost as new (less a reduction for wear and tear for clothing).
- iii for items of **fine art and antiques**: the current market value.
- iv for **personal possessions**: the purchase price or the current market value (less a reduction for wear and tear for clothing).

New Purchases: In respect of A. ii. iii. and iv. the **amount insured** for each heading may be increased by up to 25% to cover new items purchased, provided **we** are notified within 60 days of the purchase and an additional premium is paid. This allowance will be available in full again following each notification to **us**.

Indexation: In respect of A i. and ii. above, **we** will adjust the **amount insured** for **buildings** and **contents** in line with a recognised index each month at no additional premium

However, at each renewal or anniversary date the premium due will be calculated on the revised **amounts insured**.

For **your** protection, **we** will not reduce **your amounts insured** or limits if the index moves down unless **you** ask **us** to.

**B. You** must take reasonable steps to safeguard against accident, injury, loss or damage and maintain all the insured property in good condition and repair.

**C. You** must tell **us** before **you** enter into a contract where the estimated cost is more than £25,000, which involves any work to extend, renovate, build or demolish any part of the **buildings**.

**D. You** must tell **us** if the building is no longer **your** permanent residence, or if it is likely to be **unoccupied** or let, **we** may then amend the terms of this insurance.

**We** will not make any payment under this insurance unless **you** have paid the premium.

## Information

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us** (including the information in any Proposal, Declaration form or Statement of Facts). **You** must make sure that all information provided is accurate and complete. If **you** are in any doubt, **you** should contact Howden.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims and not return the premium paid by **you**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- reduce the amount **we** pay on a claim in the proportion to premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the Cancellation terms of this document

**We** or Howden will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance

# General Terms –

## Applicable to Sections 1-3

**You** must tell **us** about any change in circumstances which occurs before or during the **period of insurance** and which may affect this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant **you** should tell **us** anyway.

For example, **you** must tell **us** if:

- **you** increase **your amounts insured**;
- **you** change **your** address;
- **you** change how the **private residence** is used or take in lodgers, tenants or paying guests;
- **you** or any permanent member of the household has received a conviction for any offence (other than motoring);
- **you** use the **private residence** for any trade, profession or business. **You** do not need to tell **us** if the trade, profession or business is:
  - purely clerical; and
  - there are no staff employed to work from the **private residence**; and
  - there are no visitors to the **private residence**

**We** have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

### Reinstatement

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

## Cancellation

### Within the cooling-off period

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

- i the date **you** receive **your** policy documentation; or
- ii the start of the **period of insurance**

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

### Outside the cooling-off period

If **you** decide to cancel **your** insurance after 14 days **you** can do so at any time by contacting Howden but **you** will be required to pay the pro-rata premium for the period from inception to cancellation.

### Our right to cancel

**We** can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover; or
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive behaviour; or
- nonpayment of premium, in this case:
  - If **you** have not paid **us** the due premium within 30 days of the inception date **we** may cancel this insurance from the inception date by sending 7 days' notice to **you** by registered post at **your** last known address.
  - If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this insurance from the date the last instalment was due by sending 7 days' notice to **you** by registered post at **your** last known address.

### Refund of Premium

Providing **you** have not made any claims **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due. If a claim has been made during the current **period of insurance** then **you** must pay **us** the balance of the full annual premium for that **period of insurance**.

Please note that premium instalments should be maintained during any period of claim.

### Important Notice

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

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



# Section 1 – Buildings and Contents

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

<p><b>A. Buildings and contents</b></p> <p>The <b>buildings</b> and the <b>contents</b> while in the <b>private residence</b>, including <b>outdoor items</b> to a total of £5,000 while at the <b>private residence</b>, are insured against physical loss or physical damage directly caused by the following circumstances:</p> <p>i Fire, lightning, explosion or earthquake.</p>	
<p>ii Storm, flood or weight of snow.</p>	<p><b>We</b> do not cover loss of or damage to:</p> <p>i swimming pool covers and equipment, gates, hedges and fences;</p> <p>ii <b>buildings</b> caused by <b>subsidence</b>, ground <b>heave</b> or <b>landslip</b> other than as covered under ix. of this Section.</p>
<p>iii Escape of water from and frost damage to fixed water tanks, apparatus and pipes.</p>	<p><b>We</b> do not cover loss of or damage to:</p> <p>i swimming pools, swimming pool covers and equipment;</p> <p>ii <b>buildings</b> caused by <b>subsidence</b>, ground <b>heave</b> or <b>landslip</b> other than as covered under ix. of this Section.</p>
<p>iv Leakage of oil or gas from any fixed domestic heating system.</p>	
<p>v Smoke.</p>	<p><b>We</b> do not cover loss or damage arising from gradually operating causes</p>
<p>vi Theft or attempted theft.</p>	
<p>vii Collision or impact involving:</p> <p>a. any vehicle, aircraft or other aerial devices (including anything dropped from them) or animal;</p> <p>b. aerials, satellite dishes or their fittings;</p> <p>c. falling trees, branches, telegraph poles, pylons or lamp posts.</p>	<p><b>We</b> do not cover, in respect of point vii. c. loss or damage:</p> <p>i caused by lopping, topping or felling on <b>your</b> own property;</p> <p>ii to gates, hedges or fences.</p>
<p>viii Riots, violent disorder, civil commotion, labour disturbances, vandalism and acts of malicious persons.</p>	

# Section 1 – Buildings and Contents

<p>ix <b>Subsidence</b> or ground <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b>.</p>	<p><b>We do not cover in respect of buildings:</b></p> <ul style="list-style-type: none"> <li>i the first £1,000 of each claim;</li> <li>ii any claim which, but for the existence of this insurance, would have been compensated under any contract, legislation or guarantee;</li> <li>iii loss or damage: <ul style="list-style-type: none"> <li>a.to domestic fixed fuel tanks, swimming pools, terraces, patios, tennis courts, driveways, footpaths, walls, gates, hedges and fences unless the main <b>building</b> is also damaged at the same time;</li> <li>b.while the <b>buildings</b> are undergoing demolition, extension, structural alteration or structural repair;</li> <li>c.caused by river or coastal erosion;</li> <li>d.caused by defective design, faulty workmanship, or the use of defective materials;</li> <li>e.to solid floors unless the walls are physically damaged at the same time.</li> </ul> </li> </ul>
<p>x The Emergency Services gaining access to the <b>private residence</b>.</p>	
<p><b>B. Glass and sanitaryware</b></p> <p>Accidental breakage of fixed glass and double glazing (including the cost of replacement frames), mirrors, glass tops, glass in furniture, solar panels, fixed sanitaryware and ceramic hobs.</p>	
<p><b>C. TV, audio and video equipment, personal computers, home office equipment</b></p> <p><b>We will pay for accidental damage</b> by external and visible means to radios, televisions, audio or video equipment, aerials, satellite dishes, personal computers or home office equipment while in the <b>private residence</b>.</p>	<p><b>We do not cover:</b></p> <ul style="list-style-type: none"> <li>i loss or damage directly caused by cleaning, maintenance or repair or any similar process;</li> <li>ii mechanical or electrical fault or electronic or computer breakdown;</li> <li>iii loss or damage to data from any cause whatsoever.</li> </ul>
<p><b>D. Digital media</b></p> <p><b>We will pay for the cost of replacing digital media that you have purchased and stored on your home computer, which is lost or damaged by any circumstances described in Section 1. A. i. to viii.</b></p>	<p><b>We will not pay for the cost of remaking any films, tapes or discs or rewriting of any stored information. The most we will pay for any one loss is £1,000.</b></p>

<p><b>E. Underground pipes and cables</b></p> <p><b>We</b> will pay for <b>accidental damage</b> to domestic oil pipes, underground service pipes and cables, sewers and drains for which <b>you</b> are legally responsible.</p>	
<p><b>F. Loss of oil or metered water</b></p> <p><b>We</b> will pay for additional metered water charges or the cost of oil lost from heating systems incurred by <b>you</b>, following physical loss or physical damage caused accidentally or by any of the circumstances described in Section 1. A. <b>Buildings</b> and <b>Contents</b>.</p>	<p><b>We</b> do not cover</p> <p>In respect of loss of oil, any amount in excess of £2,500 each claim.</p> <p>In respect of loss of metered water, any amount in excess of £5,000 each claim.</p>
<p><b>G. Finding a leak</b></p> <p><b>We</b> will pay reasonable costs <b>you</b> incur to find the point of escape of:</p> <ul style="list-style-type: none"> <li>i domestic heating fuel leak within <b>your</b> home, or a water leak from <b>your</b> permanent internal plumbing or heating system, which is likely to cause insured damage to the <b>buildings, contents or fine art and antiques</b>;</li> <li>ii a water leak from the underground service pipes for which <b>you</b> are legally responsible outside the <b>private residence</b> but at the address shown on <b>your</b> Schedule.</li> </ul>	<p><b>We</b> do not cover:</p> <ul style="list-style-type: none"> <li>i any amount in excess of £10,000 each claim;</li> <li>ii a leak which does not first commence during the <b>period of insurance</b>.</li> </ul>
<p><b>H. Temporary removal</b></p> <p><b>Your contents</b> are insured while temporarily removed from the premises shown on <b>your</b> Schedule against physical loss or physical damage directly caused by any circumstances that would be covered by Section 1. A. while in, or in transit to or from:</p> <ul style="list-style-type: none"> <li>i any building which is occupied for residential or for business use;</li> <li>ii any furniture depository;</li> <li>iii any bank or safe deposit.</li> </ul> <p><b>Contents</b> are also insured elsewhere but in these circumstances cover is limited to physical loss or physical damage directly caused by fire, lightning, explosion or earthquake.</p>	<p><b>We</b> do not cover loss or damage:</p> <ul style="list-style-type: none"> <li>i to <b>money</b> and <b>credit cards</b>;</li> <li>ii to <b>contents</b> in a furniture depository in excess of a total of 20% of the <b>amount insured</b> for <b>contents</b>;</li> <li>iii to an item in transit not adequately packed and secured;</li> <li>iv occurring outside the <b>United Kingdom</b>;</li> <li>v to <b>contents</b> belonging to or the responsibility of any student member of <b>your</b> household: <ul style="list-style-type: none"> <li>a. in excess of £1,000 any one item, pair or set and £10,000 in all for any one claim;</li> <li>b. due to theft or attempted theft unless violence has been used to gain entry or exit;</li> <li>c. from, in or on any unattended vehicle.</li> </ul> </li> </ul>

# Section 1 – Buildings and Contents

<p><b>I. House removal</b></p> <p><b>Your contents</b> are insured against physical loss or damage during removal from <b>your</b> existing <b>private residence</b> to <b>your</b> new <b>private residence</b> directly caused by any circumstances that would be covered under Section 1. A. If <b>you</b> use a professional removal company the cover provided by the optional <b>accidental damage</b> cover will apply, whether or not the <b>Accidental Damage</b> Extension is shown as included on <b>your</b> Schedule.</p>	
<p><b>J. Bicycles</b></p> <p><b>Your</b> bicycle(s) and its (their) accessories are insured against physical loss or physical damage anywhere in the world.</p>	<p><b>We do not cover:</b></p> <ul style="list-style-type: none"><li>i any amount in excess of £1,500 each claim;</li><li>ii loss or damage due to electrical or mechanical fault or breakdown;</li><li>iii loss or damage to tyres, lamps or other accessories unless the bicycle is lost or damaged at the same time.</li><li>iv theft or attempted theft of unattended bicycles unless in a locked building or padlocked to an immovable object.</li></ul>
<p><b>K. Rent</b></p> <p><b>We</b> will pay rent which <b>you</b> are either:</p> <ul style="list-style-type: none"><li>i unable to recover as landlord; or</li><li>ii liable to pay as a tenant;</li></ul> <p>while the <b>private residence</b> cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the <b>period of insurance</b> or while the local authority denies <b>you</b> access to it.</p>	<p><b>We do not cover any period in excess of 2 years.</b></p>
<p><b>L. Alternative accommodation</b></p> <p><b>We</b> will cover the reasonable and necessary cost of alternative accommodation while the <b>private residence</b> cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the <b>period of insurance</b> or while the local authority denies access to it.</p>	<p><b>We do not cover any period in excess of 2 years.</b></p>



<p><b>M. Replacement locks</b></p> <p>If the keys to external doors, windows, safes or alarms or remote controls to garage doors of the <b>private residence</b> are lost or stolen, <b>we</b> will pay the cost of changing the locks and replacing keys and remote controls.</p>	<p><b>We</b> do not cover an amount in excess of £5,000 each claim.</p>
<p><b>N. Fatal injury</b></p> <p>If <b>you</b> suffer physical injury as a result of fire or violence by burglars at the <b>private residence</b>, during the <b>period of insurance</b> and the injury proves fatal within 12 months, <b>we</b> will pay £50,000 (or £5,000 if under 16) for each insured person so injured.</p>	
<p><b>O. Selling your home</b></p> <p>If <b>you</b> are selling the <b>buildings</b> covered under this insurance, <b>we</b> will extend the benefit of the cover, for the <b>buildings</b> only, to the buyer from the time <b>you</b> exchange contracts to the time the sale is complete, provided the buyer is not insured by, or does not have the benefit of, any other insurance.</p>	
<p><b>P. Garden</b></p> <p>In the event of physical loss or physical damage during the <b>period of insurance</b> to <b>your</b> garden caused by any of the circumstances described by Section 1. A. i, vi, vii. (fire, lightning, collision or impact, theft or vandalism) or any physical loss or physical damage caused by the Emergency Services <b>we</b> will pay for reinstatement of that garden, including reasonable labour costs, but <b>we</b> will only pay those costs to restore the garden to the condition it was immediately before the loss or damage.</p>	<p><b>We</b> do not cover any amount in excess of:</p> <ul style="list-style-type: none"> <li>i £1,500 each claim;</li> <li>ii £250 any one item</li> </ul>
<p><b>Q. Fridge and freezer contents</b></p> <p><b>Your</b> fridge and freezer contents are insured against loss or damage due to:</p> <ul style="list-style-type: none"> <li>i a rise or fall in temperature;</li> <li>ii any furniture depository;</li> <li>iii fumes from <b>your</b> fridge or freezer.</li> </ul>	<p><b>We</b> do not cover:</p> <ul style="list-style-type: none"> <li>i any amount in excess of £1,000 each claim</li> <li>ii the deliberate act of the supply authority or the exercise by any such authority to withhold or restrict supply;</li> <li>iii failure of supply due to strikes or any other withdrawal of labour by employees of the supply authority.</li> </ul>

# Section 1 – Buildings and Contents

## R. Fixed and unfixed building materials

**We** will provide cover in the event of physical loss or physical damage caused by any of the circumstances described by Section 1. A. i. – viii. to fixed and unfixed building materials and supplies owned by **you** and kept secured within the grounds of the **private residence** for use in construction, maintenance, repair or alteration of **your** home.

If **we** have not been notified and provided with details of the materials and supplies prior to loss, the most **we** will pay, in any one **period of insurance** for any one claim will be £25,000 if **you** have cover for **buildings**.

All claims under this extension will be subject to a policy **excess** of £2,500.

If **you** have entered into a formal JCT or Minor Works contract for the work being undertaken and the value is less than £25,000, this policy will automatically extend to include any joint names requirements that are prescribed by the contract.

An additional premium may be payable to **us** on notification.

## S. Marquees

**We** will decide whether to repair, replace or pay for a lost or damaged marquee. The most **we** will pay is the current market value up to £15,000.

## T. Gifts

The **amount insured** for **contents** will be increased automatically at any time during the **period of insurance** to cover the value of presents **you** have bought but have not yet given and wedding presents bought for a member of **your** family and kept temporarily at the **private residence**.

However, gold, silver, jewellery and furs will only be covered up to a maximum of £5,000 in all at any one time.

### Optional cover for accidental damage

The following cover is not automatically included, so **you** should check **your** Schedule to see whether it applies to **buildings** and/or **contents**.

The **buildings**, and the **contents** while at the **private residence**, including **outdoor items** to a total of £5,000 while at the **private residence**, are insured against **accidental damage** by external and visible means.

### We do not cover:

- i damage to **buildings** or **contents** while any part of the **buildings** is lent, let or sublet other than to **your** relatives;
- ii damage caused by normal **settlement** or shrinkage of the **buildings**;
- iii damage caused by mechanical or electrical or electronic or computer fault or breakdown;
- iv damage caused by a characteristic defect, rust or oxidation, moth or vermin, warping or shrinkage, rot, fungus, mould or infestation;
- v damage caused by dryness, humidity, exposure to light or extremes of temperature;
- vi damage caused by alteration, extension, cleaning, repair, renovation, restoration or any similar process;
- vii damage to contact lenses, **money** and **credit cards**, plants, trees, shrubs, food or drink;
- viii damage caused by chewing, scratching, tearing or fouling by domestic pets;
- ix the cost of maintenance;
- x loss or damage to computer tapes, discs or software.

# Section 2 – Fine Art & Antiques, Personal Possessions, Money and Credit Cards

Please refer to **your** Schedule to see if **your fine art and antiques, personal possessions and money and credit cards** are covered. **You** should note that the General Terms, including Claims Procedure, Payment of Claims, Conditions and Exclusions, all apply to this Section.

## A. Fine art and antiques

**Fine art and antiques** are insured against physical loss or physical damage while in the **private residence**.

**We do not cover:**

- i Mechanical, electrical or electronic failure, computer fault or breakdown.
- ii Loss or damage caused by:
  - a. a characteristic defect, rust or oxidation, moth or vermin, warping or shrinkage;
  - b. repair, restoration, retouching or any similar process.

## B. Temporary removal of fine art and antiques

**Fine art and antiques** are insured against physical loss or physical damage for up to 90 days while in, or in transit to or from, any building which is occupied for residential or for business use within the **United Kingdom**.

**Fine art and antiques** are also insured anywhere else in the **United Kingdom**, but cover is limited to physical loss or physical damage directly caused by fire, lightning, explosion or earthquake.

**We do not cover:**

- i any amount in excess of £100,000 each claim;
- ii any amount in excess of £25,000 any one item, pair or set or the existing limit for an item, pair or set, whichever is the lesser;
- iii loss or damage over £2,500 from, in or on any unattended road vehicle. **We** do not cover theft of any item from an unattended road vehicle unless the item is kept in a locked luggage boot, concealed luggage compartment, or glove compartment and violence and force are used to gain entry to the vehicle.
- iv loss or damage to an item in transit not adequately packed and secured given the nature of the item and the means of transport.



### C. Personal possessions

**Personal possessions** are insured against physical loss or physical damage while anywhere in the world at any time during the **period of insurance**.

#### **We do not cover:**

- i loss or damage to sports equipment, other than guns and golf equipment while in use;
- ii loss or damage to guns caused by rusting or bursting of barrels;
- iii loss of or damage to laptop computers:
  - a. of value in excess of £2,500 unless separately specified;
  - b. from, in or on any unattended vehicle;
  - c. during air travel unless carried as hand baggage;
- iv loss or damage to data or electronic or computer software from any cause whatsoever;
- v loss or damage caused by mechanical or electrical fault or breakdown;
- vi loss or damage caused by a characteristic defect, rust or oxidation, moth or vermin;
- vii loss or damage caused by cleaning, repair, renovation, restoration, retouching or any similar process;
- viii loss of jewellery and watches in excess of a total of £1,500 from baggage unless carried by hand under **your** personal supervision;
- iv loss or damage to contact, corneal or micro corneal lenses;
- x loss or damage over £2,500 from, in or on any unattended road vehicle. **We** do not cover theft of any item from an unattended road vehicle unless the item is kept in a locked luggage boot, concealed luggage compartment, or glove compartment and violence and force are used to gain entry to the vehicle.

# Section 2 – Fine Art and Antiques, Personal Possessions, Money and Credit Cards

## D. Money

**Your money** is insured against physical loss or physical damage while anywhere in the world.

### We do not cover:

- i any amount in excess of £750 each claim;
- ii losses which are not reported to the police within 24 hours after discovery.

## E. Credit cards

**We** will pay any amounts which **you** become legally liable to pay if **your credit cards** have been used without **your** permission after they have been lost or stolen, provided **you** comply with all terms under which the **credit cards** were issued.

### We do not cover:

- i any amount in excess of £750 each claim;
- ii depreciation in value, or shortages caused by error or omission;
- iii losses which are not reported to the police within 24 hours after discovery.

# Section 3 – Your Liabilities

If **your buildings** are covered under Section 1 of this insurance **you** are automatically insured for **your** liability as owner of the premises under Section 3. A. i. and **your** liability to **your** domestic employees under Section 3. C.

If **your contents** are covered under Section 1. of this insurance **you** are automatically insured for **your** liability as occupier of the premises under Section 3. A. i. and **your** personal liability under Section 3. A. ii. and **your** liability to **your** domestic employees under C. If **you** are a tenant and **your contents** are covered under Section 1. of this insurance, **you** are automatically insured for **your** legal liability as tenant under B.

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

## A. Your liability to others

### i Your Liability as owner or occupier

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

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

### ii Your Personal Liability

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

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

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

- i for bodily injury to **you** or **your** employees;
- ii for loss of, or damage to, property which belongs to **you** or is in **your** or **your** employees' care;
- iii arising out of:
  - a. the ownership, occupation, possession or use of any land or building not situated at the **private residence**;
  - b. the transmission of any communicable disease or virus by **you**;
  - c. any business, profession or occupation;
  - d. any mechanically propelled vehicle, other than golf buggies or wheelchairs. For golf buggies and wheelchairs **we** will only pay for claims occurring in the **United Kingdom** and the most **we** will pay in total for all such claims covered in the **period of insurance** is £1,000,000 including costs and expenses;
  - e. any golf buggies or wheelchairs while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
  - f. any mechanically propelled vehicle whilst racing, pacemaking or speed testing;
  - g. any aircraft or watercraft other than rowing boats, punts, canoes, windsurfers, surfboards and sailing dinghies up to 12 feet or 3.6 metres in length;
  - h. any animal other than domestic pets;

# Section 3 – Your Liabilities

	<ul style="list-style-type: none"><li>i any contract, unless <b>you</b> would have been liable by law if the contract had not existed.</li><li>iv arising out of the pollution or contamination of air, water or soil unless:<ul style="list-style-type: none"><li>a. <b>you</b> notify <b>us</b> of the accident which caused the pollution or contamination as soon as reasonably possible but in no event later than 60 days after the expiry of this insurance; and</li><li>b. <b>you</b> prove that the pollution or contamination was caused by a sudden, identifiable, unintended and unexpected discharge which immediately followed the accident. All pollution or contamination which arises out of one accident shall be considered to have occurred at the time the accident takes place.</li></ul></li><li>v for fines, penalties, or punitive or exemplary damages.</li><li>vi for any dogs which are designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or Dangerous Dogs Amendment 1997 or any amending legislation;</li></ul>
<p><b>B. Your liability as tenant</b></p> <p><b>We</b> will indemnify <b>you</b> against any claim for <b>damages</b> which <b>you</b> as tenant may become legally liable to pay for loss or damage to the <b>buildings</b> from any cause insured by Section 1, <b>Buildings</b> and <b>Contents</b> and occurring during the <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay is 35% of the <b>amount insured</b> for <b>contents</b> under Section 1 plus 15% of the <b>amount insured</b> under Section 2.</p>	<p><b>We</b> do not cover liability, under subsection B:</p> <ul style="list-style-type: none"><li>i for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than landlord's fixtures and fittings;</li><li>ii for loss or damage caused by riot, violent disorder, civil commotion, labour disturbances, vandalism and acts of malicious persons;</li><li>iii arising while the <b>buildings</b> are insufficiently furnished for normal living purposes;</li><li>iv arising from <b>subsidence</b>, ground <b>heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b>.</li></ul>

<p><b>C. Your liability to your domestic employees</b></p> <p><b>We</b> will indemnify <b>you</b> up to the <b>amount insured</b> against any claim for damages which <b>you</b> may become legally liable to pay for an accident occurring during the <b>period of insurance</b> which causes bodily injury or disease to <b>your</b> domestic employees arising from the work they are employed to do for <b>you</b> in the <b>United Kingdom</b> or while on temporary trips abroad from the <b>United Kingdom</b>. A series of claims due to one accident will be treated as one claim.</p>	<p><b>We</b> do not cover liability, under subsection C:</p> <ul style="list-style-type: none"> <li>i arising out of any work for <b>you</b> other than domestic duties;</li> <li>ii in connection with any vehicle: <ul style="list-style-type: none"> <li>a. in the United States of America or Canada;</li> <li>b. whilst being used for racing, speed testing or pacemaking;</li> </ul> </li> <li>iii arising from <b>your</b> employees' work in the United States of America or Canada after their stay has exceeded 90 days in total in either or both of these countries in any <b>period of insurance</b>;</li> <li>iv arising out of: <ul style="list-style-type: none"> <li>a. The transmission of any communicable disease or virus by <b>you</b>.</li> </ul> </li> <li>v fines, penalties, or punitive or exemplary damages.</li> </ul>
<p><b>D. Court awards you cannot recover</b></p> <p>If <b>you</b> have not received the full amount of any damages and taxed costs awarded to <b>you</b> during the <b>period of insurance</b> by any court of law in the <b>United Kingdom</b>, for bodily injury or disease, or property damage, within 3 months of the award, <b>we</b> will pay <b>you</b> the balance outstanding provided that:</p> <ul style="list-style-type: none"> <li>i <b>you</b> would have been covered under this Section had the position of <b>you</b> and the responsible party been reversed;</li> <li>ii the judgement is not subject to an appeal pending;</li> <li>iii <b>you</b> agree to allow <b>us</b> to enforce any rights and remedies, to which <b>we</b> shall become entitled upon making payment.</li> </ul>	
<p><b>E. Defective premises act</b></p> <p><b>We</b> will pay any amounts <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any previous residence which <b>you</b> occupied at the time of sale or disposal.</p>	<p><b>We</b> do not cover liability for the cost of remedying any fault or alleged fault, in respect of subsection E.</p>

# Section 3 – Your Liabilities

## Important notice

### **Dangerous Dogs Act 1991**

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

### **Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.



# Section 4 – Legal Expenses Definitions

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

# Section 4 – Legal Expenses Definitions

Private residence	The dwelling(s), greenhouses, outbuildings and other habitable permanent structures situated at the address shown on <b>your</b> Schedule.
Reasonable prospects of success	<p><b>A.</b> Other than as set out in B. and C. below, a greater than 50% chance of the <b>insured</b> successfully pursuing or defending the claim and, if the <b>insured</b> is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under insured event C, there must be a greater than 50% chance of successfully defending the claim in its entirety.</p> <p><b>B.</b> In criminal prosecution claims where the <b>insured</b>:</p> <ul style="list-style-type: none"><li>i pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or</li><li>ii pleads not guilty, a greater than 50% chance of that plea being accepted by the court.</li></ul> <p><b>C.</b> In all claims involving an appeal, a greater than 50% chance of the <b>insured</b> being successful.</p>
We/us/our	ARAG plc.
You/your	The person(s) named in the Schedule to this policy.

# General Exclusions Applicable to Section 4

## Exclusions

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

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

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

**C.** an amount below £100

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

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

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

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

**G.** a judicial review

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

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

**J.** a group litigation order

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

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

# Section 4 – Legal Expenses

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

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

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

## Additional benefits

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

## Consumer Legal Services

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

## Legal and Tax Advice 0344 571 7976

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

## Identity Theft Advice and Resolution Service 0333 000 2083

This provides:

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

## Counselling Assistance 0333 000 2082

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

## Policy

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

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

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

<p><b>The cover</b></p> <p><b>A. Employment</b></p> <p>A dispute with the <b>insured's</b> current, former or prospective employer relating to their contract of employment or related legal rights.</p> <p>A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the</p> <ul style="list-style-type: none"> <li>i ACAS Code of Practice for Disciplinary and Grievance Procedures, or</li> <li>ii Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland</li> </ul> <p>have been or ought to have been concluded.</p> <p>The <b>insured</b> is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.</p>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i disputes arising solely from personal injury</li> <li>ii defending the <b>insured</b> other than defending an appeal</li> <li>iii <b>legal costs and expenses</b> for an employer's internal disciplinary process or an employee's grievance hearing or appeal</li> <li>iv a compromise or settlement agreement between the <b>insured</b> and their employer. <b>We</b> will be able to help the <b>insured</b> find a suitable solicitor who will assist the <b>insured</b> with this at their own expense.</li> </ul>
<p><b>B. Disputes with domestic employees</b></p> <p>A dispute between <b>you</b> and <b>your domestic employee</b> that arises from</p> <ul style="list-style-type: none"> <li>i their dismissal or alleged dismissal by <b>you</b></li> <li>ii the terms of a contract of service and/ or occupancy agreement between <b>you</b> and <b>your domestic employee</b></li> <li>iii an alleged breach of <b>your domestic employee's</b> legal rights under employment laws.</li> </ul>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i disciplinary hearings or internal grievance procedures</li> <li>ii personal injury</li> <li>iii <b>you</b> pursuing a claim against <b>your domestic employee</b> other than a claim to recover possession of a part of <b>your</b> home or other accommodation provided by <b>you</b> under a service occupancy agreement.</li> </ul>
<p><b>C. Contract</b></p> <p>A dispute arising out of an agreement or alleged agreement which has been entered into by the <b>insured</b> for:</p> <ul style="list-style-type: none"> <li>i buying or hiring consumer goods or services</li> <li>ii privately selling goods</li> <li>iii buying or selling <b>your</b> main home</li> <li>iv renting <b>your</b> main home as a tenant</li> <li>v the occupation of <b>your</b> main home under a lease.</li> </ul>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments</li> <li>ii the <b>insured's</b> business activities, trade, venture for gain, profession or employment</li> <li>iii a settlement due under an insurance policy</li> <li>iv construction work, or the design, conversion or extension of any building where the dispute arises from: an agreement that <ul style="list-style-type: none"> <li>a. exceeds; or</li> <li>b. is ancillary to another contract that exceeds; £10,000 in value, including VAT.</li> </ul> </li> <li>v a contract involving a motor vehicle</li> <li>vi a dispute with any party other than the party with whom the <b>insured</b> has entered into an agreement or alleged agreement with.</li> </ul>

# Section 4 – Legal Expenses

## D. Property

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

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

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

- i The first £250 of any claim under Insured Event D ii. This is payable by the **insured** as soon as **we** accept the claim.
- ii Any claim relating to
  - a. a contract entered into by an **insured**
  - b. any building or land other than **your** main home or **your** holiday home
  - c. a motor vehicle
  - d. compulsory purchase, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
  - e. defending any dispute under Insured Event D i. other than defending a counter claim or an appeal
  - f. a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

## E. Planning appeals

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

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

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

- i **legal costs and expenses** in excess of £5,000
- ii planning applications **you** make which are not for land **you** already own at the site of **your** home or **your** holiday home.

## F. Personal injury

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

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

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



<p><b>G. Clinical negligence</b></p> <p>A dispute arising from alleged clinical negligence or malpractice.</p>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i any claim relating to a contract dispute</li> <li>ii defending any dispute other than an appeal.</li> </ul>
<p><b>H. Tax</b></p> <p>A formal enquiry into the <b>insured's</b> personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i tax returns where HM Revenue and Customs levy a penalty or claim interest or which contain negligent misstatements</li> <li>ii a business or venture for gain of the <b>insured</b></li> <li>iii where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the <b>insured's</b> financial arrangements</li> <li>iv any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland</li> <li>v an investigation by the Fraud Investigation Service of HMRC.</li> </ul>
<p><b>I. Legal defence</b></p> <ul style="list-style-type: none"> <li>i Work <p>An alleged act or omission of the <b>insured</b> that arises from their work as an employee and results in:</p> <ul style="list-style-type: none"> <li>a. the <b>insured</b> being interviewed by the police or others with the power to prosecute</li> <li>b. a prosecution being brought against the <b>insured</b> in a court of criminal jurisdiction</li> <li>c. civil proceedings being brought against the <b>insured</b> under unfair discrimination laws.</li> </ul> </li> <li>ii Motor <p>A motoring prosecution being brought against the <b>insured</b>.</p> </li> <li>iii Other <p>A formal investigation or disciplinary hearing being brought against the <b>insured</b> by a professional or regulatory body.</p> </li> </ul>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i owning a vehicle or driving without motor insurance or driving without a valid driving licence</li> <li>ii a parking offence.</li> </ul>

# Section 4 – Legal Expenses

<b>J. Loss of earnings</b>  The <b>insured's</b> absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the <b>appointed advisor</b> or whilst on jury service which results in loss of earnings.	The <b>insurer</b> does not cover any claim arising from or relating to:  <b>i</b> loss of earnings in excess of £1,000; <b>ii</b> any sum which can be recovered from the court or tribunal.
<b>K. Identity theft</b>  A dispute arising from the use of the <b>insured's</b> personal information without their permission to commit fraud or other crimes provided the <b>insured</b> contacts <b>our</b> Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.	The <b>insurer</b> will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

## Conditions

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

### A. The insured's responsibilities

An **insured** must:

- i** tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- ii** cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them

- iii** take reasonable steps to claim back **legal costs and expenses, communication costs**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**
- iv** minimise any **legal costs and expenses** and try to prevent anything happening that may cause a claim
- v** allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

# Section 4 – Legal Expenses

## B. Freedom to choose an appointed advisor

- i in certain circumstances as set out in B.ii. below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- ii the **insured** may choose an **appointed advisor** if:
  - a. **we** agree to start proceedings or proceedings are issued against an **insured**, or
  - b. there is a conflict of interest,
- iii where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details
- iv where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- v if the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately
- vi in respect of a claim under Insured Events A, C, F or G the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

## C. Consent

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

## D. Settlement

- i the **insurer** has the right to **settle** the claim by paying the reasonable value of the **insured's** claim
- ii the **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex employer under Insured Event A
- iii the **insured** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement
- iv if the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**

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

## E. Barrister's Opinion

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

## F. Disputes

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

## G. Cancellation

**You** may cancel this section:

- i within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
- ii at any other time by giving **us** at least 21 days written notice and the **insurer** will refund part of the premium for the unexpired period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.
- iii where there is a valid reason for doing so, the **insurer** has the right to cancel this section of the policy at any time by giving at least 21 days written notice to the **insured**.

The **insurer** will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

- a. where the party claiming under this section fails to co-operate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
- b. where the **insured** uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers,
- c. where **we** reasonably suspect fraud.

## H. Acts of Parliament, Statutory Instruments, Civil Procedure Rules

All legal instruments and rules referred to within this section of the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

## I. Other Insurance

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

## J. Fraudulent Claims and Claims Tainted by Dishonesty

- i If an **insured** makes any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.
  - ii An **insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
    - a. affected **our** assessment of **reasonable prospects of success**, and/or
    - b. prejudiced any part the outcome of the **insured's** claim
- the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

## Claims procedure

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

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

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

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

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

- i confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
- ii if the claim is not covered, explaining in full why and whether **we** can assist in another way.

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

# Section 4(i) – Landlords’ Legal Definitions

Appointed Advisor	The solicitor or other advisor appointed by <b>us</b> to act on <b>your</b> behalf.
Insurer	ARAG Legal Expenses Insurance Company Limited.
Legal costs and expenses	<p>A. Reasonable legal costs, fees and disbursements reasonably and proportionately charged by the <b>appointed advisor</b> on the standard basis and agreed in advance by <b>us</b>. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.</p> <p>B. Other side’s costs where <b>you</b> have been ordered to pay them or pay them with <b>our</b> agreement, except where <b>you</b> are prosecuted.</p> <p>C. <b>Your</b> basic wages or salary from <b>your</b> work as an employee while attending court at the request of the <b>appointed advisor</b> where <b>your</b> employer does not pay <b>you</b> for time lost. The maximum the <b>insurer</b> will pay is £100 per day and £1,000 in total.</p> <p>D. Accommodation and/or storage costs for Insured Event D.</p>
Private residence	The dwelling(s), greenhouses, outbuildings and other habitable permanent structures situated at the address shown on <b>your</b> Schedule.
Property	The residential property shown in <b>your</b> schedule to which this policy attaches and which is located in England, Wales, Scotland or Northern Ireland.
Reasonable prospects of success	<p>A. Other than as set out in B. and C. below, a greater than 50% chance of successfully pursuing <b>your</b> claim against another person. If <b>you</b> are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.</p> <p>B. In criminal prosecution claims where <b>you</b></p> <ul style="list-style-type: none"><li>i plead guilty, a greater than 50% chance of successfully mitigating <b>your</b> sentence or fine or</li><li>ii plead not guilty, where there is a greater than 50% chance of that plea being accepted by the court.</li></ul> <p>C. In all claims involving an appeal, where <b>you</b> have a greater than 50% chance of being successful.</p>

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



# Section 4(i) – Landlords’ Legal

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

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## Additional

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

## Landlords’ Legal Services

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code **EC426C378CB8** to access the law guide and download legal documents to help with consumer legal matters.

Legal Advice  
0344 571 7976

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

## Policy

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

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

**B. your claim**

i always has **reasonable prospects of success**

ii is reported to **us**

a. during the **period of insurance**

b. as soon as possible after first becoming aware of circumstances which could give rise to a claim under this section of the policy and in relation to rent arrears, within 60 days of the rent first becoming due

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

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

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

# Section 4(i) Landlords' Legal

## The cover

### A. Repossession

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

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

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

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

The **Insurer** does not cover :

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

<p><b>B. Property Damage, Nuisance and Trespass</b></p> <p>i An event which causes visible damage to <b>your property</b> and/or anything owned by <b>you</b> at <b>your property</b>, provided that in respect of a claim against your tenant for damage you have prepared, prior to the granting of the tenancy, a detailed inventory of the <b>contents</b> and condition of the <b>property</b> which the tenant has signed.</p> <p>ii A public or private nuisance or a trespass relating to <b>your property</b>.</p>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <p>i damage to <b>your property</b> that arises from or relates to a contractual agreement other than a <b>tenancy agreement</b>.</p> <p>ii trespass by <b>your</b> tenant or ex-tenant.</p> <p>iii the compulsory purchase of, or demolition, restrictions, controls or permissions placed on <b>your property</b> by any government, local or public authority.</p>
<p><b>C. Recovery of Rent Arrears</b></p> <p>Pursuit of <b>your</b> legal right to recover rent due under a <b>tenancy agreement</b> for <b>your property</b>. (Visit <b>our</b> Landlords' Legal Services website to download initial letters to tenants regarding rent arrears).</p>	
<p><b>D. Accommodation and Storage Costs</b></p> <p>i <b>your</b> accommodation costs while <b>you</b> are unable to get possession of <b>your property</b></p> <p>ii <b>your</b> storage costs to store <b>your personal possessions</b> while <b>you</b> are unable to re-occupy <b>your property</b></p> <p>provided that possession is sought because you wish to live at <b>your property</b> and <b>you</b> book and pay for accommodation and storage with <b>our</b> consent and seek reimbursement of the agreed costs from <b>us</b>.</p>	<p>The <b>Insurer</b> does not cover any claim arising from or relating to:</p> <p>i accommodation costs exceeding £175 per day and in excess of £5,250 in total</p> <p>ii storage costs exceeding £50 for each complete week and in excess of £300 in total.</p>
<p><b>E. Prosecution Defence</b></p> <p>A prosecution against <b>you</b> that arises from you letting out <b>your property</b>.</p>	

### General exclusions applicable to section 4(i)

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

- i **legal costs and expenses** incurred without **our** consent
- ii any actual or alleged act, omission or dispute happening before, or existing at the start of this section of the policy, and which **you** believed or ought reasonably to have believed could lead to a claim under this section of the policy
- iii any claim occurring during the first 90 days of the first period of insurance where the **tenancy agreement** started before the start of this section of the policy (except where **you** have had equivalent cover in force immediately before the start of this policy)
- iv an allegation or prosecution against **you** involving:
  - assault, violence indecent or obscene materials, dishonesty, malicious falsehood
  - the manufacture, dealing in or use of alcohol, illegal drugs or illegal immigration
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- v registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber)
- vi a **property** which is or should have been registered as a House of Multiple Occupation
- vii a judicial review
- viii a dispute with **us** or the **insurer** not dealt with Disputes, a managing agent or the party who sold **you** this section of the policy
- xi a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### General conditions applicable to section 4(i)

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

#### A. Your responsibilities

**You** must:

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

- ii cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- iii take reasonable steps to claim back **legal costs and expenses**, and, where recovered, pay them to the **insurer**
- iv minimise any **legal costs and expenses** and try to prevent anything happening that may cause a claim
- v allow the **insurer** at any time to take over and conduct in **your** name, any claim.

#### B. Freedom to choose an appointed advisor

- i In certain circumstances as set out in B.ii. below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- ii If:
  - a. **we** agree to start proceedings or proceedings are issued against **you**, or
  - b. there is a conflict of interest,**you** may choose a qualified **appointed advisor**.
- iii Where **you** wish to exercise the right to choose, **you** must write to **us** stating **your** preferred representative's contact details.
- iv Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- v If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.

#### C. Consent

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

#### D. Settlement

- i The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- ii **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- iii If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**.

# Landlords' Legal

## E. Barrister's opinion

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

## F. Disputes

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

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

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

## H. Other Insurance

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

## I. Fraudulent Claims and Claims Tainted by Dishonesty

- i If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.
  - ii At all times **you** shall be entirely truthful, accurate and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
    - a. affected **our** assessment of **reasonable prospects of success**, and/or
    - b. prejudiced any part the outcome of **your** claim
- the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of **your** breach.

## Claims procedure

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

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

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

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

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

- i confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
- ii if the claim is not covered, explaining in full why and whether **we** can assist in another way.

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

## Complaints

Contact **us** at:

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

Tel: 0117 917 1561

Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

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

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

Tel: 0800 0234 567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

#### **Compensation and Data Privacy – sections 4 and 4(i)**

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

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

#### **Privacy Statement**

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website [www.arag.co.uk](http://www.arag.co.uk)

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

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

#### **Using personal or sensitive information**

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

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

#### **Keeping personal information**

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

#### **Your rights**

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



## Complaints – sections 4 and 4(i)

Contact **us** at:

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

Tel: 0117 917 1561

Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

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

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

Tel: 0800 0234 567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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



[www.howdeninsurance.co.uk](http://www.howdeninsurance.co.uk)

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