

# AMETHYST

ORIGINAL

All Risks Mid Net Worth  
Home Insurance Policy

2021

Far from standard

**Plum**  
UNDERWRITING



## Contents

Welcome to Plum Underwriting Ltd	
Your Policy	1
How to Make a Claim	6
Definitions - Words with Special Meanings	7
General Conditions	11
General Exclusions	13
Building Works	15
Claims Conditions	17
Section 1 - Your Buildings	19
Section 2 - Your Contents including Fine Art, Antiques and Valuables	25
Section 3 - Your Legal Liability to the Public	33
Section 4 - Your Legal Liability to your Domestic Employees	35
Section 5 - Home Emergency	36
Section 6 - Legal Expenses & Identity Theft	41

## Welcome to Plum Underwriting Ltd

**Thank you for choosing to insure your home with Plum Underwriting Ltd.**

Plum Underwriting Ltd is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



**David Whitaker**  
Managing Director

## Your Policy

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

It is essential that **you** read **your policy** very carefully.

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section of the **policy**.

The **policy** sections are:

1. **Your Buildings**
2. **Your Contents** inc. **Fine Art, Antiques & Valuables**
3. **Your** Legal Liability to the Public
4. **Your** Legal Liability to **your Domestic Employees**
5. Home Emergency
6. Legal Expenses & Identity Theft

**Your schedule** details which sections are operative and which **insurer** is providing the cover under each section.

Upon request Plum Underwriting Ltd can provide Braille, audio or large print versions of the **policy** and the associated documentation. If **you** require an alternative format **you** should contact Plum Underwriting Ltd through whom this **policy** was arranged.

The language of this insurance contract and all communications relating to it will be in English.

## Information You Have Given Us

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

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

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

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

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

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

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

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

## Change in Circumstances

**You** must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

## Cooling Off and Cancellation

### Cooling-Off Period

If, for any reason, **you** feel that this insurance is not right for **you**, **you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

Should **you** choose to cancel **your policy** within the 'Cooling-Off Period', **we** will cancel **your** insurance from the start of the **period of insurance** treating this **policy** as if it had never existed. **We** will refund any premium **you** have paid, provided that **you** have not made a claim. Any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

### Cancellation

#### 1. Cancellation of **your policy** by **you**:

**You** may cancel this **policy** at anytime by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

#### 2. Cancellation of **your policy** by **us**:

**We** may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

**We** will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.  
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 30 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

#### 3. Cancellation by **us** following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act and **we** will retain 100% of the premium.

#### 4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

## Policy Fees

Plum Underwriting Ltd apply fees to administer all policies. Full details regarding our **policy** fees can be found on **your schedule**.

Please note that should **you** choose to cancel **your policy** within the 'Cooling-Off Period', any **policy** fees paid from the start of the **period of insurance** will be refunded to **you** and no **policy** fee will be charged for cancellation. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

## Customer Service & Complaints Procedure

The **insurers**, Plum Underwriting Ltd and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

### Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

### Financial Ombudsman Service

Complaints that Plum Underwriting Ltd or **insurers** cannot resolve may be referred to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

**You** can refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date **your** complaint was received by the parties detailed in the complaints procedure shown on **your schedule** or if **you** are unhappy with the decision following **your** complaint.

If **you** would like to refer **your** complaint to the Financial Ombudsman Service, **you** must do so within 6 months from the date **you** receive the final response about **your** complaint from Plum Underwriting Ltd or the **insurer**.

**You** can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.

Free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)



From outside the United Kingdom

Tel: +44 (0)207 964 0500

Fax: +44 (0)207 964 1001

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

The Financial Ombudsman Service can look into most complaints from consumers and small businesses.

For more information contact them on the above number or address, or view their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The complaint procedure does not affect **your** right to take legal action.

## Authorisation, Regulation & Compensation

### Plum Underwriting Ltd

Plum Underwriting Ltd is registered in England and Wales: 04509589, 7th Floor, 55 Mark Lane, London, EC3R 7NE.

Plum Underwriting Ltd is authorised and regulated by the Financial Conduct Authority, 309166.

### Your Insurers

The **insurers** for **your policy** are detailed on **your schedule** under the 'Insurers' section.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

All **insurers** providing cover under this **policy** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise on **your schedule**.

Further details can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### The Financial Conduct Authority

The Financial Conduct Authority (FCA) want consumers to use financial services with confidence and have products that meet their needs from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

**You** can contact the FCA as follows:

The Financial Conduct Authority  
12 Endeavour Square, London, E20 1JN

UK: 0800 111 6768 (freephone) or 0300 500 8082

From abroad: +44 (0)20 7066 1000

Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

### Prudential Regulation Authority

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

**You** can contact the PRA as follows:

The Prudential Regulation Authority  
Bank of England, Threadneedle Street, London EC2R 8AH

UK: +44 (0)20 3461 4878

From abroad: as above

Email: [enquires@bankofengland.co.uk](mailto:enquires@bankofengland.co.uk)



## Financial Services Compensation Scheme

All **insurers** providing cover under this **policy** and Plum Underwriting Ltd are members of and are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **insurer** or Plum Underwriting Ltd is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

Financial Services Compensation Scheme  
PO Box 300, Mitcheldean, GL17 1DY

UK: 0800 678 1100

From abroad: +44 (0)20 7741 4100

Further information about the Scheme is available from the Financial Services Compensation Scheme: [www.fscs.org.uk](http://www.fscs.org.uk).

## Subscribing Insurers' Several Liability

**Your policy** or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Ltd chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

## Laws Applying

### Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### Contracts (Right of Third Parties) Act 1999

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

### Use of Personal Data

Plum Underwriting Ltd and the **insurer(s)** are committed to protecting **your** personal information. Plum Underwriting Ltd and the **insurer(s)** will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at [www.plum-underwriting.com](http://www.plum-underwriting.com) which specifies:

- the information that Plum Underwriting Ltd and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how Plum Underwriting Ltd and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances Plum Underwriting Ltd and the **insurer(s)** may need to seek **your** consent before processing such data. Plum Underwriting Ltd and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.

**You** have a number of rights (including the right of access to see personal information about **you** that is held in Plum Underwriting Ltd and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or Plum Underwriting Ltd's data protection practices, or to make a subject access request, please contact:

Plum Underwriting Ltd, Data Protection Officer, 7th Floor, 55 Mark Lane, London, EC3R 7NE.

## How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

### Emergency Repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed as soon as practically possible.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 5 of this **policy** covers **you** for Home Emergencies.

## Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

### Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

### Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Bank Cards

Credit cards, chargecards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

### Bodily Injury

Physical harm or damage to someone's body including death or disease.

### Buildings

The **home** including fixtures and fittings, fitted appliances, lifts, integral garages, **outbuildings**, greenhouses, sheds, stables, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, alarms, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates, hedges and fences, solar panels, wind turbines, interior decorations all owned by **you** or for which **you** are legally liable at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

**Buildings** do not include land or water.

### Building Works

Any building work (structural and non-structural) over £30,000 (inclusive of VAT) in total.

Building work includes but is not limited to demolition, structural alteration, construction, renovation, refurbishment, structural repair or restoration.

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

### Contents

Household goods and personal property that belong to **you** or for which **you** are legally liable subject to the limits shown under section 2.

This definition includes **fine art and antiques, valuables, home business contents and tenant's/leaseholder's fixtures and fittings**.

**Contents** do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance

- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, **electrically assisted pedal cycles**, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- boats or vessels other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents**
- **students and boarders possessions**

### Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

### Electrically Assisted Pedal Cycles (EAPC)

An EAPC must have pedals that can be used to propel it.

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

- the battery's voltage
- the maximum speed of the bike

Its electric motor:

- must have a maximum power output of 250 watts
- should not be able to propel the bike when it's travelling more than 15.5mph

An EAPC can have more than 2 wheels (for example, a tricycle).

### Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

### Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

### Fine Art and Antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- stamp, coin and medal collections, wines, memorabilia and other collectables such as models and dolls all belonging to **you** or for which **you** are legally responsible

**Fine art and antiques** do not include **valuables**.

### Heave

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

### Home

The private dwelling at the address shown on **your schedule** and its **outbuildings**.

## Home Business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

## Home Business Contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

## Landslip

Downward movement of sloping ground.

## Money

- current legal tender, cheques, travellers cheques, postal or money orders
- travel and seasonal travel tickets
- premium bonds, savings certificates and share certificates
- gift vouchers, luncheon vouchers, phone cards, current postage stamps (not forming part of a stamp collection) and saving stamps
- electronic cash prepayment cards

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

## Outbuildings

Additional buildings set apart from the **home** and at the same address, including detached garages but not greenhouses or sheds.

## Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

## Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

## Premises

The address which is named on **your schedule**.

## Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

## Schedule

**Your schedule** forms part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises**, the **sum insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and sections of this insurance that apply.

## Settlement

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

## Students and Boarders Possessions

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

## Subsidence

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

## Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

## Swimming Pools

Swimming pools which are permanently installed.

## Tenant's/Leaseholder's Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as tenant or leaseholder for which **you** are responsible for insuring and are not covered by the landlord's or any other insurance.

## United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.

## Unoccupied

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than 60 consecutive days.

## Valuables

Precious metals, gemstones, jewellery, watches, furs and guns which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate.

## Watercraft

- sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- motorised **watercraft** with an engine of 25 horsepower or less

## We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

## You/Your

Sections 1–4

The person or persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home**.

## Your Broker or Insurance Intermediary

The person or persons who placed this insurance on **your** behalf.

## General Conditions

The following general conditions apply to sections 1 to 4 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

### 1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

### 2. Safeguarding Your Property

**You** must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury.

### 3. Index Linking

Plum Underwriting Limited will increase **your buildings** and **contents sum(s) insured** (but not **your valuables** or **fine art and antiques sum(s) insured**) at each renewal in accordance with the index **we** have set. Whilst the index will help to ensure that **your sum(s) insured** are adequate in line with increasing costs, it is dependent on the **sum(s) insured** disclosed to **us** at the start of **your policy** being correct. It is **your** responsibility to ensure **your sum(s) insured** are adequate at the start and at each renewal of **your policy**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum(s) insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum(s) insured**.

### 4. Fraud Prevention (applies to all sections of this policy)

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

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

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

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

### 5. Assignment (applies to all sections of this policy)

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

### 6. Other Insurance (applies to all sections of this policy)

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

This condition does not apply to fatal injury (Section 1 – Your Buildings – Special Extension 13 OR Section 2 – Your Contents including Fine Art, Antiques and Valuables – Special Extension 7)

### 7. Sums Insured

**You** have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the cost of rebuilding by a professional third party contractor if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to



include **rebuilding expenses**.

**Your sum insured** for general **contents** must be the cost to replace as new.

**Your sum insured** for **fine art and antiques**, and **valuables** must reflect the current market value.

If, at the time of any loss or damage the **sum insured** does not represent the full value of the property insured, **we** will follow the 'Information You Have Given Us' and 'Change in Circumstances' notice detailed under 'Your Policy' section.

## 8. Fraudulent Claims (applies to all sections of this policy)

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

## 9. No Claim Discount

If **you** make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will increase **your** no claim discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

## General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

### What is not covered:

1. Any loss or damage:
  - that is not associated with the incident that caused **you** to claim.
  - that commenced before cover starts.
  - caused by wilful acts by **you** or any of **your** employees.
  - or liability caused by deception other than by any person using deception to gain entry to **your home**.
  - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority
  - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure
  - for loss or damage due to the failure or lack of grouting or sealant.

### ***Wear & tear excluded under this policy include for example the following:***

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets.

### ***Mechanical & electrical breakdown excluded under this policy include for example the following:***

- electrical failure of electrical components in televisions or computers
  - mechanical failure of a clock mechanism.
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
    - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
    - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
  3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
  4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
  5. Any loss or damage or liability occasioned by, happening through or resulting from:
    - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
    - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
    - a) any legal liability of whatsoever nature; or
    - b) death or injury to any person,caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
    - an **act of terrorism**; and/or
    - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or 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 sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim under this **policy** unless **you** transact **your** UK insurance business for this **policy** through a UK bank account in Sterling for the payment of premium from and the payment of claims to **you**.
10. **We** will not pay any claim for loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of or inability to use any application, software, or programme;
  - ii. any **computer virus**;
  - iii. any computer related hoax relating to i and/or ii above.
11. **We** will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.

## Building Works

If **you** intend to undertake any **building works** on any part of the **premises**, **you** must tell **your broker or insurance intermediary** about the work at least 30 days before the work starts and before **you** enter into any contract for the works.

**You** do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

When **we** are notified of the **building works**, **we** will tell **you** if this affects **your policy**. For example **we** may:

1. amend the terms of **your policy**
2. require **you** to pay more for **your policy**
3. cancel this **policy** in accordance with the Cancellation and Cooling-Off Provisions and offer **you** cover under a more suitable product with Plum Underwriting Ltd
4. cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions if the **building works** are too substantial for **us**.

If **you** do not inform **us** of the intended **building works** it may affect any claim **you** make or could result in **your** insurance being invalid.

If **we** agree to continue **your policy** while the **building works** are being carried out at the **premises**, **we** will not pay any claim:

1. for the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
2. if the cause is confirmed as being related to the **building works**. **You** should make sure **your** contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
3. for any loss, damage or liability arising out of the activities of contractors/builders that have been appointed to undertake **building works**. This should be covered under **your** contractor(s)/builder(s) public liability insurance policy.

**Your policy** will cover a valid claim that arises during the **building works** where the cause of the loss, damage or liability cannot be identified. However, **we** will not pay any claim arising from fire where the **building works** involve:

- a) a naked flame, an open heat source, operations producing sparks or a hot air stripper
- b) involve heating of asphalt, bitumen, tar or pitch

unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

## Building Works Exclusions

If **we** agree to insure **you** while the **building works** are being carried out at the **premises**, the following additional exclusions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

**We** will not pay any claim for loss, damage or liability:

1. for the **building works** that are being carried out at the **premises**
2. if the cause is confirmed as being related to the **building works**
3. whilst **building works** are being undertaken at the **premises** unless **your** contractor(s)/builder(s) have a minimum of £2,000,000 public liability insurance in place for the duration of the **building works**. It is **your** responsibility to ensure that **you** have evidence of **your** contractors'/builders' public liability insurance and in event of a claim **you** may be asked to provide this.
4. arising out of the activities of contractors/builders that have been appointed to undertake **building works** at the **premises**
5. resulting from theft or attempted theft from the **home** whilst **building works** are being undertaken at the **premises** other than as a result of violent and forcible entry or exit.
6. resulting from fire where the cause cannot be identified unless **you** can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

## Building Works Conditions

If we agree to insure you while the **building works** are being carried out at the **premises**, the following additional conditions apply to all sections of this **policy**, unless amended by **endorsement** shown on **your schedule**.

*Please provide a copy of these conditions to **your** contractor(s), Builder(s), Architect(s) and Project Manager(s)*

### 1. Heat Application Condition

The following conditions apply whenever there is application of heat involving a naked flame, an open heat source, operations producing sparks or a hot air stripper at the **premises**:

- a) all combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place. Where such clearance is impracticable, combustible material must be covered by blankets or screens which are both non-combustible and which prevent the transfer of heat into surrounding items or structures.

Combustible parts of the **premises** must be protected in the same way, and

- b) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating or a type suitable for the combustible material at the **premises** is kept immediately adjacent to the area of work in full working order and available for immediate use, and
- c) equipment is lit for as short a time as possible before use and extinguished immediately after use, and
- d) equipment which is lit or switched on is not left unattended, and
- e) on every occasion that work with heat occurs, one hour after work has finished, a thorough examination for any sign of combustion must be made, in and around the work area with the appropriate findings recorded and signed off by an independent party. A hot works permit system is recommended for this purpose.

### 2. Asphalt, Bitumen and Tar Heaters Condition

The following conditions apply whenever there is work being carried out that involves heating of asphalt, bitumen, tar or pitch at the **premises**:

- a) the vessel used for heating asphalt, bitumen, tar or pitch must be attended at all times whilst the source of heat is lit and whilst in use, and
- b) a suitably sized spill tray is used which can hold the entire contents of the vessel, which is both non-combustible and which prevents the transfer of heat into surrounding items or structures.

## Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

### 1. Your duties in the event of a claim – Things you need to do

#### a) Notifying us of a Claim

**You** must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

#### b) Circumstances of the Claim

**You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

#### c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

#### d) Notifying the Police or Other Relevant Authorities

**You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Police as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

#### e) Our Representatives

**You** must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

#### f) Other Information and Assistance

**You** must as soon as practicably possible provide any information and assistance **we** may require.

#### g) Your Authority

**You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

#### h) Your Duty of Care

**You** must take all care to limit any loss, damage or injury.

#### i) Evidence & Value

Where **we** request, **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

#### j) Your Property

**Your** property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if **we** have agreed with **you** in writing to do so.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above, this insurance may become invalid.

## 2. How we deal with your claim

### a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

### b) Defence of Claims

**We** have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

### d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

### e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your** **policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.



## Section 1 - Your Buildings

The following cover applies only if **your schedule** shows that it is included.

### 1. What is covered

We will insure **you** for physical loss or damage to the **buildings** occurring during the **period of insurance**.

### 2. How much we will pay

The full cost of repair, replacement or rebuilding of insured loss or damage (including **rebuilding expenses**) up to the **sum insured** shown on **your schedule** subject to the work being carried out. The basis of settlement is at **our** sole discretion. **We** will not provide any contribution, allowance or consideration for the cost of extending, improving or refurbishing any part of the **buildings**.

**We** will not pay any costs which **we** have not agreed in writing, any expenses for preparing a claim or an estimate of loss or damage.

The most **we** will pay is the **buildings sum insured** shown on **your schedule** less the **excess** shown on **your schedule**.

### 3. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

**We** will pay for:

#### 1. Alterations to the **Home**

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

#### 2. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 1.

#### 3. Loss of Rent

The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under Section 1.

**We** will not pay for:

- a) more than £15,000 in any one **period of insurance**.
- b) alterations to the **home** following accidents to **domestic employees**.
- a) more than 24 months.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.
- e) any alternative accommodation at the same time as paying the loss of rent.
- a) more than 24 months.
- b) any loss of rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent at the same time as paying the cost of alternative accommodation.

**We will pay for:**

**4. Denial of Access**

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

**5. Garden, Plants & Shrubs**

Damage to **your** garden caused by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles, anything dropped from an aircraft, theft, vandalism and malicious damage.

**6. Trace and Access**

The costs incurred to find the source of escape of:

- a) water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- b) water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule**.

**7. Sale of Your Premises**

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts (or if in Scotland from the date **you** accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner.

**8. Fixtures & Fittings**

Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the **United Kingdom**.

**We will not pay for:**

- a) more than £5,000 in any one **period of insurance**.
  - b) more than 30 days from the date when access is first denied.
  - c) any costs recoverable elsewhere.
  - d) any costs incurred before **we** provided **our** agreement to pay.
- 
- a) more than 5% of **your buildings sum insured** or £25,000 whichever is the lower amount for any one claim.
  - b) more than £1,000 for any one plant, tree or shrub.
  - c) any costs relating to any undamaged part of the garden.
  - d) for any plants grown on a commercial basis.
- 
- a) more than £15,000 in any one **period of insurance**.
  - b) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.
- 
- a) the **buildings** if they are more specifically insured under any other insurance.
  - b) any claim under any other Special Extensions of this **policy**.
- 
- a) more than 10% of **your buildings sum insured** for any one claim.

**We will pay for:**

#### 9. Extended Replacement

**We** will, where **you** have provided **us** with a full independent professional valuation which **we** have accepted and which is no more than five years old, pay up to 125% of the index-linked **sum insured** for restoring, repairing or rebuilding damage to the insured **buildings** provided that such work is carried out and only if **you**:

- a) have notified **us** of any additions, alterations and improvements to the **buildings**
- b) have amended the **sum insured** to adequately reflect such work
- c) pay any resultant additional premium **we** require.

#### 10. Replacement Locks

Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person

The **excess** for this special extension is £50.

#### 11. New Fixtures & Fittings/Building Materials

Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation.

Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home**.

And subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.

#### 12. Illegal Depositing of Waste

The removal of illegally deposited waste from **your premises** to a licensed waste management site.

Reinstating any damage caused by the illegal dumping of waste at **your premises**.

**We will not pay for:**

- a) this extension if **your buildings** are Grade 1 or Grade A listed, or
- b) tenants improvements to the **buildings**.

- a) fixtures and fittings left in the open.
- b) more than £10,000 any one claim

- a) more than £5,000 any one claim

**We will pay for:**

**13. Fatal Injury**

**We will pay a benefit if you suffer a physical injury as a result of:**

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the **United Kingdom**.

provided that death ensues within twelve (12) months of such injury.

**14. Reward**

A reward up to £10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

**15. Squatters**

The cost of alternative accommodation for **you** and **your** pets and horses while **your home** is occupied by squatters.

**16. Emergency Entries**

Damage to the **buildings** caused when the fire service, the Police or the ambulance service have to make a forced entry because of an emergency to **you**.

**17. Ground Rent**

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 1.

**18. Damage by Emergency Services**

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under Section 1.

**19. Unauthorised Use of Electricity, Gas or Water**

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

**We will not pay for:**

- a) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) **domestic employees**.
- d) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.

- a) any reward where **you** or the Police would benefit from such payment.

- a) more than £10,000 any one claim.

- a) more than £5,000 any one claim.

- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation
- c) any costs recoverable elsewhere
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than £2,500 any one claim.

- a) more than £5,000 any one claim
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use

**We will pay for:**

**20. Security Expenses**

Costs incurred by **you** to:

- a) refill fire extinguisher appliances
- b) replace used sprinkler heads
- c) reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under Section 1 – Your Buildings.

**21. Removal of Nests**

Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises**.

**We will not pay for:**

- a) more than £5,000 any one claim.

- a) more than £5,000 any one claim.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1.

## Section 1 - Your Buildings - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
  - contamination or pollution of any kind
  - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
  - the process of dyeing, repair or renovation or whilst being worked on
  - rusting, corrosion, gradual or general deterioration or anything that happens gradually
  - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
  - chewing, scratching, tearing, fouling, urinating, vomiting by **your** pets
  - frost damage, frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
  - water suddenly leaking from **swimming pools**
  - escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
  - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
  - escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
3. The cost of routine maintenance and decoration.
4. Loss of value following repair, replacement or reinstatement.
5. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
  - caused by **settlement**
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time
6. More than 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

## Section 2 - Contents inc. Fine Art, Antiques and Valuables

The following cover applies only if **your schedule** shows that it is included.

### 1. What is covered

We will insure **you** for physical loss or damage to **your contents, fine art and antiques, and valuables** occurring during the **period of insurance**.

Cover applies while the **contents, fine art and antiques, and valuables** are at the address shown on **your schedule** and while temporarily removed from the address elsewhere in the world.

### 2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions. The basis of settlement is **our** sole discretion.

To replace any item, pair or set but no more than the current cost as new or the market value at the time of loss for **fine art and antiques, and valuables**.

For partial losses, **we** will pay for the cost of restoration or repair but no more than the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions in all.

Less the **excess** shown on **your schedule**.

### 3. Special Limits

Unless a higher amount is shown on **your schedule** the following special limits are part of the total **sum insured** for **contents**.

**We** will not pay more than the amounts shown for any one claim:

<b>Fine Art and Antiques</b>	£15,000 for any one item unless a higher amount is shown on <b>your schedule</b> .
<b>Valuables</b>	£5,000 for any one item unless a higher amount is shown on <b>your schedule</b> .
<b>Total Valuables</b>	£5,000 in total unless a higher amount is shown on <b>your schedule</b> .
<b>Contents in Outbuildings</b> including Sheds and Greenhouses	Up to £20,000.
<b>Contents</b> Outside of but in the Boundaries of <b>your Home</b>	Up to £10,000.
Personal documents, title deeds and registered bonds	Up to £5,000.
Theft from Unattended Vehicles	Up to £2,500.
Saddlery and Tack away from <b>Home</b>	Up to £5,000.
<b>Watercraft</b> including their Furnishings, Equipment and Out Board Motors	Up to £5,000.
<b>Home Business Contents</b>	Up to £20,000.



## 4. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

### We will pay for:

#### 1. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 2.

#### 2. Rent Owed

The rent **you** have to pay as occupier of the **home**, if the **home** cannot be lived in following loss or damage which is covered under Section 2.

#### 3. Denial of Access

The cost of alternative accommodation for **you** and **your** pets and horses, substantially the same as **your** existing accommodation if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

#### 4. Bank Cards

Loss arising from fraudulent use of **your bank cards**.

### We will not pay for:

- a) more than 24 months.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.

- a) more than 24 months.
- b) any loss of rent if **we** have already paid a claim under this section for alternative accommodation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent payable after the property is reinstated and ready for habitation.

- a) more than £5,000 in any one **period of insurance**.
- b) any costs for a period greater than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than £25,000 in any one **period of insurance**.
- b) fraudulent activity by **you** or any person related to **you**.
- c) any loss reimbursed to the card holder.
- d) any loss insured elsewhere.

**We will pay for:**

### 5. Money

Physical loss of or physical damage to **your money**.

**We will not pay for:**

- a) more than £2,500 any one claim.
- b) **money** which will be replaced by the issuer.
- c) **money** left in an unattended vehicle.
- d) more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box.
- e) loss of value, confiscation or shortage due to **your** error or omission.
- f) any loss not reported to the police (or when outside of the **United Kingdom** to the local police, transit authority, hotel or airport security) within 24 hours of discovery of the loss.

### 6. Domestic Heating Oil

Accidental loss of domestic heating oil from heating installations, oil tanks or pipes

- a) more than £10,000 in any one **period of insurance**.
- b) loss or damage while the **home** is **unoccupied**.
- c) any loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

### 7. Fatal Injury

**We will pay a benefit if you** suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the **United Kingdom** provided that death ensues within twelve (12) months of such injury.

- a) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death
- b) this extension more than once under **your policy** for any one incident
- c) **domestic employees**
- d) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.

### 8. Fridge and Freezer contents

Loss or damage to fridge or freezer contents due to a change in temperature caused by:

- a) the accidental failure of the fridge or freezer, or
- b) contamination by the escape of refrigerant fumes, or
- c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.

**We will pay for:**

**9. Loss of Metered Water**

The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this **policy**.

**10. New Acquisitions**

Loss or damage to newly acquired items of **contents** and **fine art and antiques**:

- a) **you** must inform **us** within 60 days of the acquisition, and
- b) **you** must pay the additional premium, and
- c) the acquisition(s) must be under **your** direct care, custody and control if in transit.

**11. Replacement Locks**

Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person

The **excess** for this special extension is £50.

**12. Reinstating Data**

The cost involved in reinstating **your** electronic data including digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.

**13. Temporary Increases to the Sum Insured**

Loss or damage to additional **contents** between one month before and one month after:

- a) a wedding, civil partnership, anniversary and birthday, and/or
- b) a religious celebration.

**14. Students and Boarders Possessions**

Physical loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the **United Kingdom** during the **period of insurance**.

**We will not pay for:**

- a) more than £10,000 in any one **period of insurance**.
- b) loss or damage while the **home** is **unoccupied**.

- a) more than 20% of the **contents, fine art and antiques** and **valuables sum insured** in any one claim.

- a) more than £5,000 in any one claim.
- b) any illegal data.

- a) more than £10,000 in any one claim.
- b) any single item over £1,000.

- a) more than £5,000 any one claim.
- b) theft unless accompanied by forcible and violent entry.

**We will pay for:**

**15. Tenants Liability**

Loss or damage which is covered under this section to the **buildings you** have been made legally responsible for as a tenant of the address shown on **your schedule**.

This does not include **tenant's/leaseholder's fixtures and fittings**.

**16. Guests, Visitors and Domestic Employees' Personal Effects**

Loss or damage to guests, visitors and **domestic employees'** personal effects not insured elsewhere while in the **home**.

**17. Nursing/Residential Care Home Cover**

Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.

**18. Pedal Cycles including Electrically Assisted Pedal Cycles (EAPC)**

**19. Contents Elsewhere**

Loss or damage to **your contents** kept in other homes, places of work, caravans or beach huts.

**20. Marquees**

Loss or damage to marquees that **you** have hired.

**21. Quad Bikes, Go-carts and Off Road Motorcycles**

Loss or damage to quad bikes that do not require a Road Traffic Act certificate of insurance and go-carts and off road motorcycles with an engine size of 50cc or less.

**We will not pay for:**

- a) more than 20% of the **contents sum insured**.
- b) loss or damage caused by fire, lightning or explosion (other than to landlords fixtures and fittings), or **subsidence, heave and landslip**.
- c) loss or damage caused by the malicious intent of any person.
- d) loss or damage while the **buildings** are **unoccupied**.
- e) the cost of maintenance and normal redecoration.

- a) more than £5,000 any one claim.
- b) any single item, pair or set over £1,000.

- a) more than £10,000 any one claim.
- b) any single item, pair or set over £1,000.

- a) more than £5,000 any one claim unless a higher amount is shown on **your schedule**.
- b) loss or damage to pedal cycles or **EAPC** tyres, lamps and accessories unless the pedal cycle or **EAPC** is stolen or damaged at the same time.
- c) loss or damage to pedal cycles or **EAPC** while left unattended while away from the **home** unless locked to an immovable object or kept in a locked building at the time of the theft.

- a) theft unless accompanied by forcible and violent entry.
- b) more than £5,000 any one claim.
- c) any single item over £500.

- a) marquees hired for more than 7 days.
- b) more than £20,000 any one claim.
- c) any costs recoverable elsewhere

- a) more than £5,000 any one claim.
- b) theft or attempted theft if left unattended unless from a locked building and the quad bike, go-cart or off road motorcycles has been disabled with a ground anchor
- c) loss or damage whilst in use.

**We will pay for:**

**22. Death of Artist**

The increased value to any one piece of art that is individually listed under **fine art and antiques**, where such increase is due to the death of the artist.

**23. Defective Title**

The purchase price of an item individually listed on **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required by law to return it to its rightful owner.

**24. Hole in One**

**We will pay you** up to £500 for any expenses incurred if **you** achieve a hole in one in an official golf competition.

**25. Hiring Golf Clubs Overseas**

In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the **United Kingdom** we will pay for the necessary hire of replacement clubs.

**26. Moving Home**

Loss or damage to **your contents** during removal, transit and storage to **your** new permanent residence by professional removal contractors.

**We will not pay for:**

- a) more than 200% of any one piece of art subject to a maximum of £100,000 in total.
- b) any claim where the artist's death occurs more than 6 months after the date of loss or damage.
- c) any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of loss or damage.
- d) where **you** cannot prove the increased value of any piece of art.

- a) more than 110% of the total sum insured for **fine art and antiques** or £25,000 whichever is the less.
- b) if **you** do not notify **us** of a claim in the **period of insurance**.
- c) if the item was inherited or given to **you** as a gift.

- a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.

- a) more than £25 per day or £250 in total.
- b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.

- a) loss or damage to **your contents** in storage for more than 15 days.

**We will pay for:**

#### 27. Storage

Loss or damage to **contents** in a commercial storage facility within the **United Kingdom** during the **period of insurance** caused by any of the following perils:

- a) fire, lightning, explosion, earthquake or smoke
- b) storm, flood or weight of snow
- c) escape of water from fixed water apparatus pipes or tanks
- d) theft or attempted theft
- e) impact by any aircraft or other aerial devices, rail or road vehicles, anything dropped from an aircraft, an animal, falling trees, telegraph poles and lamp-posts, aerials, satellite dishes, their masts and fittings
- f) riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism.

#### 28. Reward

A reward up to £10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

#### 29. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 2

#### 30. Contents Kept Elsewhere

Loss or damage to **contents** belonging to **you** whilst kept at another property owned by **you**.

**We will not pay for:**

- a) more than 20% of **your contents sum insured**.
- b) any single item over £2,500.
- c) theft unless accompanied by forcible and violent entry.

- a) any reward where **you** or the Police would benefit from such payment.

- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than £5,000 any one claim.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

## Section 2 - Your Contents including Fine Art, Antiques and Valuables - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
  - contamination or pollution of any kind
  - to **contents** in the open by storm, flood, frost or weight of snow
  - rusting, corrosion, gradual deterioration or any gradually operating cause
  - chewing, scratching, tearing, fouling, urinating, vomiting by **your** pets
  - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
  - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
  - theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/parcel shelf that is locked and forcible and violent entry is used to break into the vehicle
  - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes.
  - process of dyeing, repair or renovation or whilst being worked on
  - **you** not receiving goods or services **you** have paid for through any internet website
  - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**.
  - rusting and/or bursting of gun barrels
  - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported)
  - escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
3. The cost of routine maintenance and decoration.
4. Loss or damage to **watercraft** whilst in use and unless kept in a securely locked building when not being used.
5. Loss or damage caused by theft or disappearance of gold, silver (including gold and silver plate), platinum, gemstones, jewellery or watches from baggage unless such baggage is carried by hand and under **your** personal supervision.
6. Loss or damage of any sports equipment whilst in use.
7. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time
8. More than 50% of the cost of replacing any undamaged parts of the **contents, fine art and antiques, or valuables** which form part of a pair, set, suite or part of a common design or function but no more than the **contents, fine art and antiques, or valuables sum insured** shown on **your schedule**.
9. Loss of value following repair, replacement or reinstatement.
10. Loss or damage to **contents** whilst in the care, custody or control of dealers or galleries for the purpose of exhibition or sale on behalf of **you**.
11. Loss or damage of casino chips



## Section 3 - Your Legal Liability to the Public

If 'Section 1 – Your Buildings' only are insured, **your** legal liability as owner only but not as occupier is covered in Part A below.

If 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' only are insured **your** legal liability as occupier only but not as owner is covered under Part A and Part B below.

If 'Section 1 – Your Buildings' and 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' are insured **your** legal liability as owner or occupier is covered under Part A and Part B below.

### 1. What is covered

#### Part A

As owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **premises** during the **period of insurance**.

#### Part B

As a private individual for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

### 2. Special Extensions

#### We will pay for:

##### 1. Defective Premises Cover

**We** pay **you** for any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home which has been disposed of by **you** and which prior to such disposal was occupied for private residential purposes by **you**.

##### 2. Unrecovered Damages

**We** will cover **you** for sums which **you** have been awarded by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made.

This coverage is subject to:

- a) Part B of this section would have paid **you** had the award been made against **you** rather than to **you**, and
- b) there is no appeal pending, and
- c) **you** agree to allow **us** to enforce any rights which **we** shall become entitled to upon making payment.

##### 3. Voluntary Work

**We** will cover **your** legal liability arising out of any voluntary work **you** do as a director or officer of a registered charity or other non-profit seeking organisation.

#### We will not pay for:

- a) any amount in excess of £1,000,000 in any one **period of insurance**.
- b) any legal liability where **you** are entitled to payment under any other insurance.
- c) any claim for the cost of repairing any fault or alleged fault.

- a) any amount in excess of £2,000,000 in any one **period of insurance**.

- a) any amount in excess of £1,000,000 in any one **period of insurance**.
- b) the first £750 of any claim.

## Section 3 - Your Legal Liability to the Public - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

1. Any amount more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.
2. Liability arising from any kind of pollution and/or contamination other than:
  - a) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
  - b) reported to **us** as soon as practicably possible but not later than 30 days from the end of the **period of insurance**;
 in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
3. Any damage to property owned by or in the charge or control of **you**, any other permanent member of the **home** or any person employed by **you**.
4. Any liability:
  - which **you** have assumed under a contract and which would not otherwise have attached
  - arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of **your home** as an office for non manual work in connection with **your home business**
  - for **bodily injury** to **you**, any other permanent member of the **home** or to any person who at the time of sustaining such injury is employed by **you**
  - for **bodily injury** arising from any infectious disease, virus or syndrome, including for example, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused
  - arising out of the ownership, occupation, possession or use of land or building not situated at the **premises**
  - if **you** are entitled to payment under any other insurance until such insurance is exhausted
  - in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**
  - arising out of any criminal or violent act to another person or their property
  - arising out of any goods sold or supplied for any purpose or following any activity by **you** or **your employees**
  - arising as a result of escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
5. Liability arising out of the ownership, possession or operation of:
  - a) any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within **your home**, pedestrian controlled domestic gardening machines operated elsewhere, **electrically assisted pedal cycles** and motorised wheelchairs/powerchairs and mobility scooters
  - b) any power operated lift (other than domestic stairlifts)
  - c) any aircraft or boat or vessel other than what **we** have defined as **watercraft**
  - d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
6. Costs and expenses incurred by **you** without **our** written consent.
7. Liability arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

## Section 4 - Your Legal Liability to your Domestic Employees

This section only applies if Section 2 is insured.

The General Conditions, General Exclusions and the additional exclusions detailed below all apply to this section.

### What is covered

**We** will cover **you** for any amounts **you** become legally liable to pay as compensation for accidental **bodily injury** to **your domestic employees** (employed by **you** in connection with the **premises** named on **your schedule**) plus costs and expenses incurred by **you** with **our** written consent for damages in respect of accidental **bodily injury** occurring during the **period of insurance** anywhere in the world.

The accident must arise from the work **your domestic employees** are employed to carry out for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**.

### Section 4 - Your Legal Liability to your Domestic Employees - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

#### What is not covered

1. Any amount more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event.
2. Liability arising from the ownership, operation or possession of any mechanically-propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs).
3. Liability arising from the ownership, operation or possession of any aircraft or boat or vessel other than what **we** have defined as **watercraft**.
4. Any liability from Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
5. Liability arising from the ownership or possession of any dog designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, The Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
6. Costs and expenses incurred by **you** without **our** written consent.

## Section 5 - Home Emergency

Your **schedule** of insurance will show if this Section is operative.

### Definitions

Additional definitions applying to this section:

#### Approved Contractor

A tradesperson authorised in advance on **our** behalf to carry out repairs.

#### Data Protection Legislation

The relevant **data protection legislation** in force in the United Kingdom at the time of the insured event.

#### Emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

1. Exposes the **insured** or a third party to a risk to their health or
2. Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or
3. Renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the **essential services** to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

#### Emergency Repair

Work undertaken by an authorised contractor to resolve the **emergency** by completing a **temporary repair**.

#### Essential Services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

#### Insured/You/Your

The policyholder and/or any member of the policyholder's family normally living at the **property**.

#### We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

#### Permanent Repair

Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.

#### Property

**Your** principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

#### Temporary Repair

The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

#### Vermin

Brown or black rats, house or field mice, wasps and hornets nests.

## The Cover

How much **we** will pay

1. If **you** suffer an **emergency** at **your property** **you** should tell **us** on the emergency telephone number shown on **your** schedule. **We** will then:
  - (a) advise **you** how to protect yourself and the **property** immediately;
  - (b) organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will, subject to prior agreement with ourselves, pay up to £100 including VAT in total for:
  - (a) **your** overnight accommodation and/or
  - (b) transport to such accommodation.

### What is covered

**Emergency** incidents that will be covered by this policy are:

1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
2. Blockages in toilet waste pipes.
3. Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.
4. Broken or damaged windows and doors presenting a security risk to the **property**.
5. Gas or electricity failure within the **property**.
6. Central heating or boiler failure.
7. Hot water failure.
8. **Vermin** inside the **property**.

### What is not covered

1. Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary ware.
2. Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
3. External water supply pipes after the internal stop tap.
4. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months.
5. Boilers over 15 years old.
6. Replacement of light bulbs and fuses in plugs.
7. Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
8. Loss of keys for outbuildings, garages and sheds.
9. **Vermin** outside the main dwelling e.g. in garages and other outbuildings.
10. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
11. Damage to boundary walls, hedges, fences or gates.
12. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr.
13. Electricity supply to, or failure of burglar/ fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
14. Septic tanks.
15. Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.

## What is not covered

16. The cost of replacement parts due to natural wear and tear or any loss or damage arising therefrom.
17. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
18. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company.
19. Any cost relating to the attempted repair by **you** or **your** own contractor.
20. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
21. Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
22. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
23. Any loss or damage arising as a consequence of:
  - War, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - Ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
24. Any loss, injury, damage or legal liability arising from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

## Section 5 - Home Emergency - Conditions

The following conditions apply in addition to the General Conditions. If **you** fail to comply with any of the conditions this insurance may become invalid:

### Costs

No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance.

### Proof of Insurance

**You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **our** other nominated agent.

### Other Insurance

If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.

### Maintenance

This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.

### Third Parties

**You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

### Availability of Parts

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.



## Section 5 - Home Emergency - Privacy & Data Protection Notice

### 1.Data Protection

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 2.How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

### 3.Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** Privacy Statement, which is available to view on the website address detailed above.

### 4.Disclosure of Your Personal Data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5.Your Rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

### 6.Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see website for full address details.

### Legal Insurance Management Ltd Customer Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.



## Section 6 - Legal Expenses & Identity Theft

Your schedule of insurance will show if this Section is operative.

Cover under this section is managed and provided by Arc Legal Assistance Limited. It is underwritten by **insurance providers** as named on **your** schedule, on whose behalf **we** act.

### How much we will pay

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is £100,000 where:

- a) The **insured incident** takes place within the **insured period** and within the **territorial limits**, and
- b) The **legal action** takes place in the **territorial limits**

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers' costs** payable by **us** are limited to no more than (a) **our standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section of the policy are contained under the 'Conditions' section on page 49 and should be read carefully.

### Definitions

Definitions applying to this section only:

#### Adviser

**Our** specialist panel solicitors or their agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

#### Advisers' Costs

Legal and accountancy fees and costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you**.

#### Conditional Fee Agreement

An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.

#### Conflict of Interest

There is a conflict of interest if **we** administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

#### Data Protection Legislation

The relevant **data protection legislation** in force within the **Territorial Limits** where this cover applies at the time of the **insured incident**.

#### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

## Excess

The amount that **you** must pay towards the cost of any claim as stated below:-

**Property Protection Section:** £250

## HM Revenue & Customs Full Enquiry

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **your** PAYE income or gains.

## Identity Theft

A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.

## Insurance Providers

Insurers as named on **your** schedule.

## Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **identity theft** the **insured incident** is a single act or the start of a series of single acts against **you** by one person or group of people.

In a claim arising from an **HM Revenue & Customs Full Enquiry**, the **insured incident** shall be deemed to be the date HM Revenue & Customs issue a formal notice to **you** notifying of a full enquiry into **your** non-business affairs.

## Insured Period

One year from the inception or renewal date shown on **your** schedule.

## Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.

## Limit of Indemnity

The maximum payable in respect of an **insured incident**.

## Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

## Territorial Limits

**Contract Pursuit and Defence and Personal Injury Sections of Cover:** European Union.

**All Other Sections of Cover:** Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.

## We/Us/Our

Arc Legal Assistance Limited.

## You/Your

The person or persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner who all permanently live in the **home**.

If **you** die **your** personal representatives will be covered to pursue or defend cases, covered under section six (6) of this insurance, on **your** behalf that arose prior to or out of **your** death.

## What is covered

### 1. Contract Pursuit and Defence

**Advisers' costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home.

**Advisers' costs** to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **your** main home.

### 2. Personal Injury

**Advisers' costs** to pursue a **legal action** for financial compensation for damages following an accident resulting in **your** personal injury or death against the person or organisation responsible.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will not be covered but **you** can access the legal helpline for advice on how to take **your** case further.

## What is not covered (claims)

- a) Where the amount in dispute is less than £250 plus VAT.
  - b) Where the contract was entered into before **you** first purchased this or similar insurance which expired immediately before this insurance began.
  - c) Involving a vehicle owned by **you** or which **you** are legally responsible for.
  - d) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- 
- a) Arising from medical or clinical treatment, advice, assistance or care.
  - b) For stress, psychological or emotional injury.
  - c) For illness, personal injury or death which are caused gradually or are not caused by a specific event.
  - d) Involving a vehicle owned or driven by **you**.

## What is covered

### 3. Employment Disputes

**Advisers' costs** to pursue a **legal action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment.

### 4. Property Protection

**Advisers' costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters.

**Advisers' costs** to pursue a **legal action** for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.

## What is not covered (claims)

- a) Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
  - b) For **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any settlement agreement.
  - c) Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment.
  - d) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
  - e) For **advisers' costs** awarded by an Employment or Employment Appeals Tribunal that **you** are ordered or agree to pay.
  - f) For any hearing fees and issue fees which **you** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
- 
- a) Where the nuisance or trespass started within 180 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began.
  - b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

## What is covered

### 5. Tax

**Advisers' costs** incurred by an accountant if **you** are subject to an **HM Revenue & Customs Full Enquiry** into **your** personal Income Tax position.

This cover applies only if **you** have:

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that the HM Revenue & Customs reasonably requires

### 6. Motor Prosecution Defence

**Advisers' costs** to defend a **legal action** in respect of a motoring offence, arising from **your** use of a vehicle. Pleas in mitigation are covered where there is a prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at **our** discretion.

### 7. School Admission Disputes

**Advisers' costs** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with its published admission policy, which leads to **your** child or children being refused entry at the state school of **your** choice.

## What is not covered (claims)

- a) Where deliberate misstatements or omissions have been made to the authorities. In this event, **you** will be liable to pay all costs and fees.
  - b) Where the Special Compliance Officer is investigating **your** affairs.
  - c) For accountancy fees which relate to **your** business trade or profession.
  - d) In respect of income or gains which have been under-declared because of false representations or statements by **you**.
  - e) For **advisers' costs** for any amendment after the tax return has initially been submitted to the HM Revenue & Customs.
  - f) For **advisers' costs** arising after **you** receive a notice telling **you** that the enquiry has been completed.
  - g) For enquiries into aspects of **your** Tax Return (Aspect Enquiries).
- 
- a) For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
  - b) For parking offences which **you** do not get penalty points on **your** licence for.
- 
- a) Arising where examinations or other selection criteria are part of the acceptance process.
  - b) Involving schools which are not state schools falling under the LEA's jurisdiction or where the allocation of a place(s) does not sit within the LEA's responsibility.
  - c) Arising prior to submitting an application to the school or LEA.
  - d) Arising where the LEA's refusal occurred within 180 days of **you** first purchasing this insurance.
  - e) Where the process for appealing against the decision to refuse a place at the school has not been adhered to.
  - f) Where the child has been suspended, expelled or permanently excluded from another school.
  - g) For children under 5 years except for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

## What is covered

### 8. Personal Identity Theft

**Advisers' costs** arising from **identity theft**.

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

### 9. Vehicle Cloning

**Advisers' costs** to defend a **legal action** arising from use of **your** vehicle's identity by another person or organisation without **your** permission.

### 10. Social Media Defamation

Following defamatory comments made about **you** through a social media website, **advisers' costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **you** are also covered for **advisers' costs** to write one letter to the author requesting that the comments are removed from the social media website.

## What is not covered (claims)

- a) Where **you** have not been the victim of **identity theft**.
- b) Where **you** did not take precautions against **identity theft** or take action to protect yourself from **identity theft**.
- c) Where the **identity theft** has been carried out by somebody living with **you**.
- d) For **adviser's costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.
- e) For any losses other than costs incurred by **you** as a result of **identity theft**.

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

- a) Where the vehicle's identity has been copied by somebody living with **you**.
- b) Where **you** did not act to take reasonable precautions against **your** vehicle's identity being copied without **your** permission.
- c) For any losses (other than **adviser's costs**) incurred by **you** as a result of **your** vehicle's identity being copied without **your** permission.

- a) Claims where **you** are not aged 18 years or over.

## Telephone Helplines

### European Legal & UK Tax Helpline

Use the 24 hour advisory service for telephone advice on any private legal or taxation problem of concern to **you** or any member of **your** household. **You** should also telephone the legal helpline if **you** need to make a claim under this insurance.

Simply telephone **0344 770 1040** and quote "**Plum Amethyst**".

### Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues.

**Our** specialists will help **you** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **your** general wellbeing.

Counsellors and information specialists are also trained to help **you** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **you** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

**You** can access the Lifestyle Counselling Helpline on **0344 770 1036** or **you** can access the Online Support Service by visiting [www.arclegal.co.uk/carefirst](http://www.arclegal.co.uk/carefirst) where **you** will be required to enter a username and password which is available from **your** broker.

### Total Legal - Additional Legal Services

In this package **our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Routine conveyancing costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **you** deal with these and other matters which may arise **we** are able to give **you** access to discounted legal services provided by **us** in partnership with **our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **you** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.



## Section 6 - Legal Expenses & Identity Theft - Exclusions

### 1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which were not agreed in advance or are above those for which **we** have given **our** prior written approval
- **You** have other legal expenses insurance cover.

### 2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- Appeals without **our** prior written consent
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

### 3. There is no cover for any claim arising from:

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Mining or quarrying
- Subsidence - downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves
- Heave - the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- Landslip - sudden movement of soil on a slope or gradual creep of a slope



## Section 6- Legal Expenses & Identity Theft - Conditions

### Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

### Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured incident**.

There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident.

To report a claim **you** must follow the instructions under "How to make a claim" under the 'Customer Services Information' section on page 51.

- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which must not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- d) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.
- e) The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- f) The **adviser** must:
- Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained without charge.
  - Keep **us** fully advised of all developments and provide such information as **we** may require.
  - Keep **us** regularly advised of **advisers' costs** incurred.
  - Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - Attempt recovery of costs from third parties.
  - Agree with **us** not to submit a bill for **advisers' costs** to the **insurance providers** until conclusion of the **legal action**.
- g) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- h) **Insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- i) **You** must supply all information requested by the **adviser** and **us**.
- j) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance must be reimbursed by **you**.
- k) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

### Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see the complaints procedure shown on **your** schedule), any dispute between **you** and **us** may, where **we** both agree, can be referred to an arbitrator who will be either a solicitor or a barrister.

If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome.

A positive outcome includes, but is not limited to:

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

The assessment of **your** claim and the prospects of its success will be carried out by an independent legal **adviser**. If the **adviser** forms the view that there is not more than a 50% chance of winning the case and achieving a positive outcome, then **we** may decline or discontinue support for **your** case.

## Proportional Costs

An estimate of the costs to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

## Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **disclosure breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **disclosure breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **disclosure breach** been known
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the **disclosure breach** been known.

## Suspension of Cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **insurance providers** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## Other Insurances

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

## English Law and Language

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

## Change in Law

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

## Fraud

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

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

## Customer Services Information

### How to Make a Claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt about whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Privacy and Data Protection Notice

#### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

#### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** Privacy Statement, which is available to view on the website address detailed above.

#### 4. Disclosure of Your Personal Data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see website for full address details.

## Customer Service

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

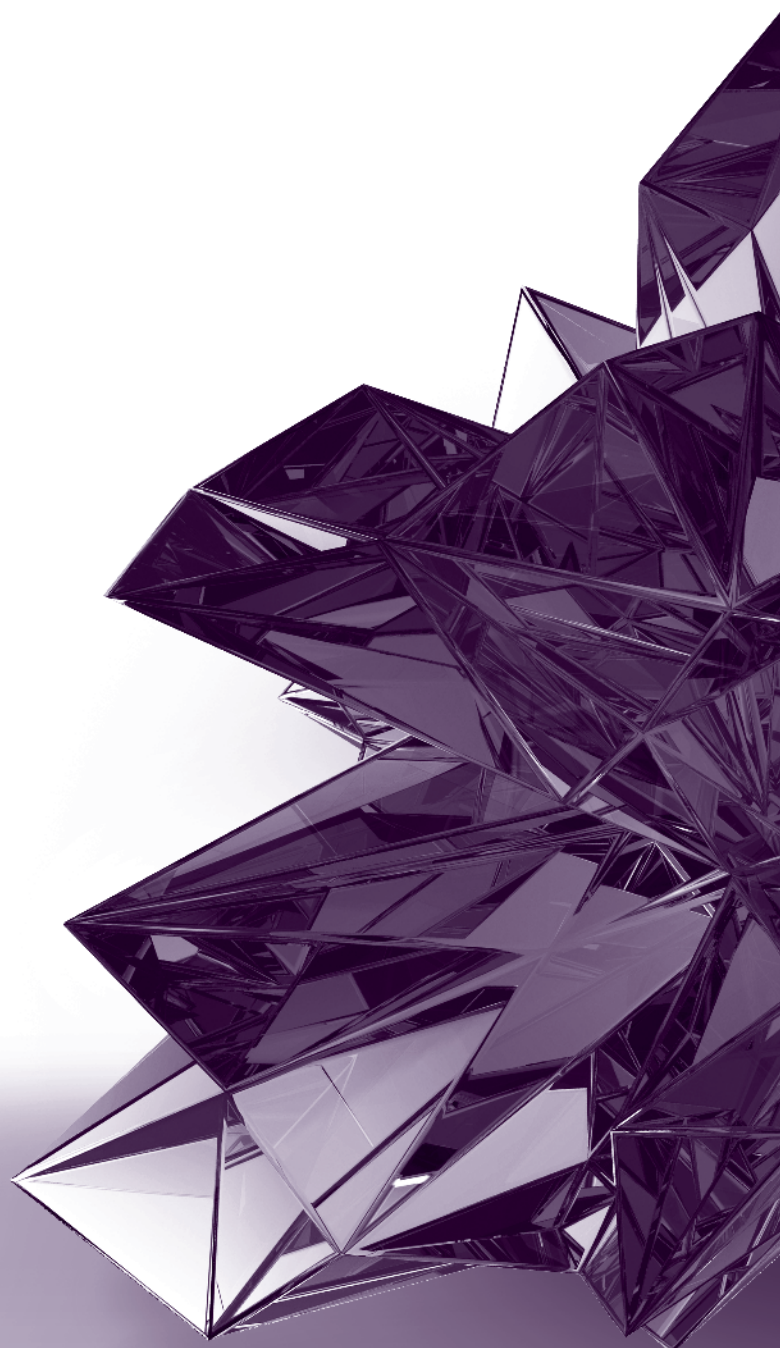
If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation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

Please see the Complaints Procedure shown on **your** schedule for full details on how to proceed.

## Notes

## Notes





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