

# OVERSEAS RETREAT

Overseas Holiday Home  
Insurance Policy

2018



Far from standard

**Plum**  
UNDERWRITING



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## 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**.

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings have been defined and are in bold.

The **policy** sections are:

1. **Buildings**
2. **Holiday Home Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public
5. Legal Expenses

## Your Policy Documentation

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

Words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section.

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

### Accessibility

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.

### Language

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

### Policy Fees

Plum Underwriting Ltd apply fees to administer all Plum 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', the new business/incepting of cover fee will be refunded to **you** and no cancellation fee will be charged. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

### 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 **you** find this insurance does not meet **your** requirements, **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.

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

**We** will refund any premium **you** have paid, providing that **you** have not made a claim.

### 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.

## 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, 50 Fenchurch Street, London, EC3M 3JY.

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  
25 The North Colonnade, London E14 5HS

UK: 0800 111 6768 (freephone)

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.

### Protecting your Information

All personal information about **you** will be treated as private and confidential by Plum Underwriting Ltd and the **insurers** (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd or the **insurers** are required by law.

Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to the **insurers** and other companies for underwriting, claims and premium collection purposes. **Your** data will be held in accordance with the Data Protection Act 1998, under which **you** have a right of access to see personal information about **you** that is held in the records of Plum Underwriting Ltd, whether electronically or manually. If **you** have any queries, please write to **your broker or insurance intermediary**.

Plum Underwriting Ltd and/or the **insurers** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.

By agreeing to these terms and conditions **you** agree to these uses of **your** information.

## 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 explains **your** duties in the event of a claim and how **we** deal with **your** claim.

## 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.

### Bodily Injury

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

### Buildings

- the **holiday home** and its decorations
- fixtures, fittings and fitted appliances attached to the **holiday home**
- underground services, sewers, pipes, cables and drains which connect to the public mains.
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named on **your schedule**.

### 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 within the **holiday home** which belong to **you** or for which **you** are legally liable for.

**Contents** includes:

- **leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**
- property in the open but within the **premises** up to £1,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**)
- **precious metals** up to £2,500 per claim within the private dwelling
- pedal cycles up to £500 in total per claim
- **contents** in garages and outbuildings up to £2,500 in total per claim
- **fine art and antiques** up to 10% of the **contents sum insured** in total per claim.

**Contents** do not include:

- motor vehicles (other than domestic gardening equipment, motorised mobility scooters, electric wheelchairs or powerchairs), caravans, trailers or watercraft or their accessories other than those defined as **watercraft**
- any living creature
- any part of the **buildings**

- any property held or used for business purposes other than **contents** used or held to furnish the **premises** for use as a **holiday home**.
- any property insured under any other insurance
- deeds, registered bonds and other such documents
- gemstones, jewellery, watches and furs
- land or water
- stamp or coin collections
- **money** and **credit cards**.

## Credit Cards

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

## 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 **holiday home**.

## 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
- 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** does not include **precious metals**.

## Heave

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

## Holiday Home

The private dwelling, the garages and outbuildings used as a holiday home at the **premises** shown on **your schedule**.

## Landslip

Downward movement of sloping ground.

## Leaseholder's Fixtures and Fittings

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

## Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets held for any purpose.

## 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**

## Precious Metals

Gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

## 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.

## Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

## Schedule

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

## Settlement

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

## 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.

## Territorial Limits

Spain, Portugal, France, Italy and Republic of Ireland, and journeys between these countries.

## Unfurnished

When the **holiday home** is not furnished for anyone to live in.

## Unoccupied

When the **holiday home** is not being lived in and occupied overnight by **you**, **your** tenants or **your** invited guests.

## 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/Insured

The person, 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 permanently live in the **holiday home**.

If **you** die **your** personal representatives will be covered to pursue or defend cases, covered under section five (5) of this insurance, on **your** behalf that arose prior to or out of **your** death.

## Your Broker or Insurance Intermediary

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

## General Conditions

The following general conditions apply to all sections of this **policy**. 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. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £25,000, **you** must tell **your broker or insurance intermediary** about the work at least 14 days before the work starts and before **you** enter into any contract for the works.

If **you** do not tell **your broker or insurance intermediary** where the estimated cost is more than £25,000, **we** will not pay **your** claim.

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

### 4. Index Linking

**We** will increase **your buildings** and **holiday home contents sum insured** at each renewal according to the appropriate index.

For **your** protection, if the index falls below zero **we** will not reduce the **sum 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 insured**.

### 5. Fraud Prevention

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

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

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

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

### 6. Assignment

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

### 7. Other Insurance

**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 2 – Holiday Home Contents - Additional Cover D).

## 8. 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 estimated cost of rebuilding 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 **precious metals** and **fine art and antiques** must reflect the current market value.

If, at the time of any loss or damage, the **sum insured** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

## 9. Fraudulent Claims

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.

## 10. 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.

## 11. Holiday Home Type

The **holiday home** type **we** have accepted and agreed is shown in **your schedule**. If at the time of a claim the **holiday home** type differs to what is shown on **your schedule** **we** will follow the procedure as detailed in the 'Change in Circumstances' clause under the 'Your Policy Documentation' section of this **policy** wording.

## 12. Security of the Holiday Home

**We** will not pay under this **policy** for loss or damage resulting from unauthorised entry into the **holiday home**, if **you** fail to comply with the following provisions, unless **you** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

**You** must ensure that the following security protections are fitted and maintained in good working order throughout the **period of insurance**:

- Final exit doors must be secured by a mortice deadlock with at least 5 levers or a rim deadlock installed or, if the door(s) are UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder
- All other external doors must be secured by a mortice deadlock or a deadlock or by a multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom.
- All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **buildings** are secured by key-operated window locks.



### 13. When the Holiday Home is Unoccupied or Unfurnished

We will not pay any claim under this **policy** for loss or damage resulting from unauthorised entry into the **holiday home**, when the **premises** are **unoccupied** or **unfurnished**, if you fail to comply with the following provisions unless **you** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

**You** or **your** adult representative must:

- ensure that the security of the **holiday home** is in full and effective operation
- inspect the **premises** internally and externally once every 30 days
- keep a record of dates, times and any observations of internal and external inspections
- provides **us** with a copy of the inspection record when requested

Example of an inspection record:

Name	Date	Time	Observations/Actions
<i>John Smith</i>	<i>17/12/2015</i>	<i>14:20</i>	<i>All rooms checked and found in good condition, left fully locked with alarm activated.</i>

Please refer to the section 'Protecting Your Holiday Home' section of this **policy** wording for additional tips on protecting **your holiday home** while it is not being lived in.

### 14. Condition of Property

**You** must ensure that **you** notify **us** as soon as practicably possible should **you** become aware that the condition of the **holiday home** has deteriorated by any means and/or the **holiday home** has been subject to unlawful access or attempted unlawful access of any kind.

### 15. Inventory of the Holiday Home

If **you** rent the **holiday home** as a holiday let **you** must ensure that **you** have an inventory of all the **contents** in the **holiday home** and a schedule detailing the condition of the property to avoid any misunderstandings or disputes at the end of each holiday let.

## Protecting Your Holiday Home

### Inspection Checklist

Whilst the list is not exhaustive, the following checklist is designed to help **you** ensure that **your** inspection is as thorough as possible:

- Windows shut and fastened and locked
- All external doors shut, fastened and locked when the **premises** are left unattended
- Check throughout the property for any signs of ingress of water
- Check inside and outside of the property for any signs of leaks/escape of water
- Check all windows and doors of the property for signs of any attempted forced entry
- Remove any build up of newspapers and post
- Consider sealing letter box
- Remove any rubbish that has accumulated outside of the property or in doorways/porches
- If fitted, ensure the intruder alarm system is fully functional and operates correctly
- If fitted, ensure the CCTV system is fully functional and operates correctly
- Ensure electrical appliances are switched off when not in use
- Ensure any uncontained electrical wiring is in good condition and no bare wires are showing
- Roof tiles are in good order, no slipped or broken tiles
- Flat roofs are in good condition, no rips/tears or pooling of water
- Ensure gutters and rainwater goods are regularly checked and cleared of any build up of leaves/rubbish
- Ensure trees and shrubs are maintained with any damage/diseased sections being removed
- Gardens are maintained with rubbish removed
- Ensure aerial and satellite dishes are secured
- Internally ensure water is free running through sanitary ware and there are no signs of blockages
- Lift drain inspection covers to ensure water is free running and that there are no signs of blockages
- Check the level of oil in external tanks is in line with expectation
- Check oil tanks externally for damage or leaks
- Check any outbuildings, sheds or barns for any attempted forced entry

## 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 holiday 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.

### 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 an electrical component 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:
    - a) **computer viruses**, erasure or corruption of electronic data
    - b) 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:
      - i) an **act of terrorism**; and/or
      - ii) 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 for loss or damage resulting from unauthorised entry into the **holiday home** when the **premises** are **unoccupied** unless the security of the **holiday home** is:
  - maintained in good working order throughout the **period of insurance**.
  - in full and effective operation when the **premises** is **unoccupied**.

**We will not pay under this policy, if you fail to comply with the above provisions unless you show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.**

10. 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**.

## 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 and/or any other relevant authorities as soon as practicably possible.
- 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 first.

#### k) Holiday Let Agreement(s)

**You** must provide **us**, on request, with a copy of any bookings and holiday letting agreement(s) if **you** let out **your holiday home**.

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 - Buildings - Standard Cover

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

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

### What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes

### What is not covered

**We** will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **holiday home** is **unoccupied** for more than 14 consecutive days between 1st November and 31st March unless **you** show that non-compliance with the below provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred:
  - **you** or a responsible adult representative of **yours** turns off the water at the internal stopcock and ensures all the tanks and pipes are drained, the taps must be left open and plug holes left unobstructed, OR
  - the central heating system is in constant operation to maintain a minimum temperature of 60 degrees Fahrenheit (15 degrees Celsius)

This insurance covers the **buildings** for physical loss or damage caused by

4. escape of water from or frost damage to fixed water tanks, apparatus or pipes  
*(continued)*
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11. falling trees, telegraph poles or lamp-posts

**We will not pay**

- d) loss or damage whilst the **holiday home** is **unfurnished**.
- e) for loss or damage due to the lack of grouting or sealant.
  - a) for loss or damage while the **holiday home** is **unfurnished**.
  - b) any loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank was installed less than 10 years ago
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and/ or forcible entry or exit other than any loss or damage which is covered under additional cover O – Theft or attempted theft by Guests/Tenant(s).
- a) for loss or damage while the **holiday home** is **unfurnished**.
- a) for loss or damage 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 holiday home** is damaged by the same cause and at the same time.
  - b) for loss or damage caused by **settlement**.
  - c) for loss or damage caused by riverbank or coastal erosion.
  - d) for loss or damage arising from defective materials or faulty workmanship.
  - e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.
  - b) for loss or damage to gates and fences.
  - c) for removing any part of the tree that is still below the ground.
  - d) for restoring the site.



## Section 1 – Buildings – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section on **your schedule**.

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

### What is covered

This section of the insurance also covers

#### A – Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

#### B – Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from **your holiday home**.

#### C – Loss of Rent/Alternative Accommodation

The rent **you** would have received but are unable to recover while the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover; or

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you**, **your** guests, **your** tenants and **yours**/their pets and horses as the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

### What is not covered

We will not pay

a) for loss or damage while the **holiday home** is **unfurnished**.

a) for loss or damage while the **holiday home** is **unfurnished**.

- a) any amount over 25% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any loss of rent or alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- f) any loss of rent at the same time as paying the cost of alternative accommodation.
- g) any alternative accommodation at the same time as paying loss of rent.

This section of the insurance also covers

## D – Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under section 1.

## E – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

## F – Sale of **your Premises**

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.

## G – Trace & Access

The costs incurred to find the source of escape of:

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

## H – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

**We will not pay**

- a) any expenses for preparing a claim or an estimate of loss or damage.
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
- b) for loss of metered water whilst the **holiday home** is **unfurnished**

- a) if the **buildings** are more specifically insured under any other insurance.
- b) any claim under any other additional covers of this **policy**.

- a) more than £5,000 in any **period of insurance**.
- b) any costs incurred whilst the **holiday home** is **unfurnished**.

- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
- b) for loss of oil whilst the **holiday home** is **unfurnished**.

This section of the insurance also covers

#### I – Ground Rent

Ground rent which **you** have to pay whilst the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

#### J – 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 numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

#### K – Replacement Locks

Costs **you** have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the **holiday 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.

#### L – 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 **holiday home** without **your** consent.

#### M – Emergency Entries

Damage to the **buildings** caused when the fire service, the Police/other relevant authorities or the ambulance service have to make a forced entry because of an emergency to **you** or any guests staying at **your holiday home**.

#### N – Garden, Plants & Shrubs

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

#### O – Theft or attempted theft by Guests/Tenant(s)

**We will pay** for theft or attempted theft by **your** guest(s) or tenant(s).

**We will not pay**

- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.

- a) more than £2,500 any one claim.

- a) any amount over £5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £5,000 in total.

- 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.

- a) more than £5,000 any one claim.

- a) more than £2,500 any one claim.
- b) more than £500 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) any plants grown on a commercial basis.

- a) more than £10,000 any one claim.
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit.

This section of the insurance also covers

## **P – 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**.

## **Q – Security Expenses**

Costs incurred by **you** to:

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

following loss or damage which is covered under Section 1 - Buildings - Standard Cover.

## **R – Emergency Travel Expenses**

Emergency travel expenses to **your holiday home**, where physical loss or damage occurs to the **buildings** at **your holiday home**.

**We will not pay**

a) more than £1,000 any one claim.

a) more than £5,000 any one claim.

a) more than £1,000 any one claim.

b) any travel expenses where the cost of the physical loss or damage to the **buildings** at **your holiday home** is less than £3,000.

## Section 1 – Buildings – Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

### **What is covered**

This extension covers **accidental damage** to the **buildings**

### **What is not covered**

**We will not pay**

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 1.
- b) for the **buildings** moving, settling, collapsing or cracking.
- c) for damage while the **holiday home** is being altered, repaired, maintained or extended.
- d) for the cost of maintenance and routine decoration.
- e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- f) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- g) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- h) for damage caused by chewing, tearing, scratching or fouling by **your** or **your** guests/tenants pets.

## Section 1 - Buildings - Conditions that Apply to this Section Only

### How we deal with your claim

1. If **your** claim for loss or damage is covered under section 1, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
  - the **buildings** were in a good state of repair prior to the loss or damage and
  - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 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**.

### Your sum insured

If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

### Limit of insurance

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

## Section 2 – Holiday Home Contents - Standard Cover

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

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

### What is covered

This insurance covers the **contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation

### What is not covered

**We** will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for property in the open.
- a) for loss or damage while the **holiday home** is **unoccupied** for more than 14 consecutive days between 1st November and 31st March unless **you** show that non-compliance with the below provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred:
  - **you** or a responsible adult representative of **yours** turns off the water at the internal stopcock and ensures all the tanks and pipes are drained, the taps must be left open and plug holes left unobstructed, OR
  - the central heating system is in constant operation to maintain a minimum temperature of 60 degrees Fahrenheit (15 degrees Celsius)
- b) loss or damage whilst the **holiday home** is **unfurnished**.
- c) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) any loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank was installed less than 10 years ago

This insurance covers the **contents** for physical loss or damage caused by

6. theft or attempted theft

7. collision by any vehicle or animal

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. falling trees, telegraph poles or lamp-posts

**We will not pay**

a) for loss or damage while the **holiday home** is **unfurnished**.

b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and/ or forcible entry or exit other than any loss or damage which is covered under additional cover J – Theft or attempted theft by Guests/Tenant(s).

a) for loss or damage while the **holiday home** is **unfurnished**.

a) for loss or damage caused by **settlement**.  
b) for loss or damage caused by riverbank or coastal erosion.

c) for loss or damage arising from defective materials or faulty workmanship.  
d) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.

a) for loss or damage caused by trees being cut down or cut back within the **premises**.

## Section 2 – Holiday Home Contents - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section on **your schedule**.

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

### What is covered

This section of the insurance also covers

#### A – Accidental Damage to Electronic Equipment

**We will pay for accidental damage** to the following electronic equipment situated in **your holiday home**:

- televisions, satellite decoders
- audio and visual equipment including MP3 players, cameras and portable DVD and BluRay players
- radios
- home computers, laptops, tablets and e-readers
- gaming consoles, including hand held gamers
- mobile phones

### What is not covered

**We will not pay**

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
- b) for damage to tapes, records, cassettes, discs or memory sticks or computer software.
- c) for mechanical or electrical faults or breakdown
- d) any amount recoverable from **your** guest(s) or tenant(s) deposit



This section of the insurance also covers

## B – Temporary removal of holiday home contents

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover while **your contents** are temporarily away from **your holiday home** for up to a maximum of 120 days in any one **period of insurance**.

## C – Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you, your guests, your tenants and yours/their pets and horses** as the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

## D – Fatal Injury

Fatal injury to **you**, any member of **your** immediate family, including civil partners and co habiting partners who permanently reside with **you** at **your** main home whilst at the **premises** caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve (12) months of such injury.

## E – Replacement Locks

Costs **you** have to pay as leaseholder for replacing & installing locks and keys to safes, alarms, external doors and windows of the **holiday 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.

We will not pay

- a) for **contents** outside the **territorial limits**.
  - b) any amount over £10,000.
  - c) **contents** removed for sale or exhibition.
  - d) theft unless the loss or damage follows breakage or damage in the **holiday home** in the course of entry.
  - e) more than 30 days in any professional storage facility.
  - f) for **your contents** temporarily away from **your holiday home** unless they are:
    - in any occupied private dwelling
    - in any building where **you** are living or working
    - in any building for valuation, cleaning or repair
    - in any professional storage facility
    - in any bank or safe deposit.
- a) any amount over 25% of the **holiday home contents sum insured**.
  - b) any alternative accommodation payable after the property is reinstated and ready for habitation.
  - c) any costs incurred without **our** agreement to pay.
  - d) any costs recoverable elsewhere.
  - e) more than 24 months for this additional cover.
  - f) any alternative accommodation at the same time as paying loss of rent.
- a) more than £10,000 for each insured person (or £5,000 for each insured person under sixteen (16) years of age) at the time of death.
  - b) fatal injury of any **domestic employee(s)**.
  - c) fatal injury of **your** tenants or **your** invited guests.
  - d) more than once under **your policy** for any one incident.
- a) any amount over £5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £5,000 in total.



This section of the insurance also covers

#### **F – Loss of Metered Water**

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Holiday Home Contents – Standard Cover.

#### **G – Loss of Oil**

Loss of domestic oil from fixed fuel oil tanks.

#### **H – Domestic Freezer Cover**

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

#### **I – Guests, Visitors & Domestic Employee(s) Personal Effects**

**We** will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover for **your** personal guests, visitors and **domestic employee(s)** personal effects not insured elsewhere while in **your holiday home**.

#### **J – Theft or attempted theft by Guests/Tenant(s)**

**We** will pay for theft or attempted theft by **your** guest(s) or tenant(s).

#### **K – Common Parts**

Loss or damage to **holiday home contents** of Common Parts of the **premises** to which all guests or tenants have access following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

**We** will not pay

- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
- b) for loss of metered water whilst **your holiday home** is **unfurnished**.
- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
- b) for loss of oil whilst **your holiday home** is **unfurnished**.
- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- c) more than £500 in any one claim.
- d) for the domestic freezer contents of **your** tenants/paying guests.
- a) more than £1,000 any one claim.
- b) for the personal effects of **your** tenants/paying guests.
- a) more than £10,000 any one claim.
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit.
- a) more than £1,000 in any **period of insurance**.

This section of the insurance also covers

## L– Ground Rent

Ground rent which **you** have to pay whilst the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

## M – Household Removals

**We** will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover while **your contents** are being permanently removed from **your holiday home** to any other holiday home **you** are going to use or holiday let including while they are being temporarily stored for up to 72 hours.

## N – Emergency Travel Expenses

Emergency travel expenses to **your holiday home**, where physical loss or damage occurs to **your contents** at **your holiday home**.

**We** will not pay

- a) any amount over 10% of the **holiday home contents sum insured**.
  - b) any ground rent payable after the property is reinstated and ready for habitation.
  - c) any costs incurred without **our** agreement to pay.
  - d) any costs recoverable elsewhere.
  - e) more than 24 months for this additional cover.
- 
- a) for **contents** outside the **territorial limits**.
  - b) for loss or damage to porcelain, china, glass and other brittle articles.
- 
- a) more than £1,000 any one claim.
  - b) any travel expenses where the cost of the physical loss or damage to the **contents** at **your holiday home** is less than £3,000.

## Section 2 – Holiday Home Contents - Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

### What is covered

This extension covers **accidental damage** to the **contents** within **your premises**.

### What is not covered

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
- b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- c) for damage caused by chewing, tearing, scratching or fouling by **your** or **your** guests/tenants pets.
- d) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- e) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

## Section 2 – Holiday Home Contents – Conditions that Apply to this Section Only

### How we deal with your claim

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section 2.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes
- pedal cycles

where **we** will pay up to the value of the item at the time of loss or damage.

2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function but no more than the **contents sum insured** shown on **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents** of **your holiday home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents sum insured** was enough to replace the entire **contents** of **your holiday home** as new, then **we** will pay up to 75% of any claim made by **you**.

### Limit of insurance

**We** will not pay any more than the **sum insured** for the **contents** less the **excess** of each **premises** shown in **your schedule**.

## Section 3 – Accidents to Domestic Employees

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

### What is covered

#### We will pay you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown on **your schedule**

### What is not covered

#### We will not pay you for **bodily injury** arising

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs)

### Limit of insurance

**We** will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 4 – Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this insurance.

This section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered

### Part A - Cover applies to premises located in France, Spain, Portugal, Italy and Republic of Ireland

#### What is covered

We will pay **you** and any person(s) who with **your** permission temporarily occupy the **holiday home** for any amounts that become legally liable to pay as damages for:

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

#### What is not covered

We will not pay **you** for any liability

- a) for **bodily injury** to:
  - **you**
  - any member of **your** immediate family that lives with **you** at **your** main home.
  - any person who at the time of sustaining such injury is employed by **you**.
- b) 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.
- c) arising out of any criminal or violent act to another person or property.
- d) for damage to property owned by or in the charge or control of:
  - **you**
  - any member of **your** immediate family that lives with **you** at **your** main home.
  - any person employed by **you**.
- e) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than using the **premises** as a **holiday home** as stated in **your schedule**.
- f) which **you** have assumed under contract and which would not otherwise have attached.

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## What is covered

### We will pay you

## What is not covered

### We will not pay you for any liability

- g) arising out of **your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the **premises**
    - pedestrian controlled gardening equipment within the **premises** and
    - motorised mobility scooters, electric wheelchairs or powerchairs within the **premises**.
  - ii) any power-operated lift (other than domestic stairlifts)
  - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under 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.
- h) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- i) in respect of any kind of pollution and/or contamination other than:
- 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
  - 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 treated as having happened at the time of such accident.
- j) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- k) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.

## Part B - Cover extension applying to premises located in Spain only

This cover applies in addition to the cover stated under Part A.

**We** will insure **you** up to **sum insured** for **your** legal liability to the public as per Section 1902 and subsequents of the Civil Code and Section 19 and subsequents of the Criminal Code which are lawfully demanded of **you** for loss or damage caused to third parties but limited to events occurring within the **holiday home** or its confines and happening during the **period of insurance**.

**We** will cover **your** legal defence when legal actions are brought against **you** for loss or damage insured under this Section even if those actions lack any merit or are unjustified.

**Your** legal defence will be administered by **us** and **we** will designate lawyers and solicitors.

**You** agree to provide all information, co-operation or assistance required by **us** granting the necessary powers of attorney.

With **your** prior agreement in criminal cases, **we** can assume **your** defence. If **you** are found guilty **we** will decide if appeal before the relevant higher court is appropriate or not. However even if **we** deem the appeal inappropriate **we** can proceed to a higher court by preclusive reasons and will give notice of this decision immediately to **you**. **You** will be free to continue with the appeal at **your** own expense and **we** will repay to **you** all expenses incurred should the appeal be successful.

If any conflict of interest should arise between **us** in the event of a legal proceeding arising from **our** having to uphold interest contrary to those defending **you**, **we** will duly inform **you** of this and will without prejudice fulfil the obligations necessary in the defence. However **you** can choose between keeping **us** responsible for the legal handling of the defence or appointing another defence counsellor.

In the latter case, **we** are obliged to pay the fees incurred by counsel up to the **sum insured** stated on **your schedule**.

In the event that the claim exceeds the **sum insured** stated on **your schedule**, **we** will pay the legal expenses in the same proportion existing between the amount to be satisfied and the total amount of **your** liability in the claim.

## Part C - Cover extension applying to premises located in France only

This cover applies in addition to the cover stated under Part A.

**We** will pay up to **sum insured** for the financial consequences of the liability which **you** may incur as tenant, in respect of material damage by fire or explosion, under Articles 1382 to 1384 and 1732 to 1735 of the Civil Code.

**We** will pay up to **sum insured** for the financial consequences of the liability which **you** may incur as under Articles 1382 to 1384 of the Civil Code for any material damage to property of neighbours and third parties resulting from fire or explosion originating in the **premises** or containing the **premises**.

### Limit of insurance

**We** will not pay more than £5,000,000 in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 5 – Legal Expenses

This section applies only if **your** schedule shows that it is included.

### How much we will pay

**Your** schedule shows the provider and **insurer** of this section.

If **you** make a valid claim 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 court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **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.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **maximum amount payable** where:-

- a) The **insured event** takes place in the **period of insurance** and within the **territorial limits** and
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

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 40 and should be read carefully.

## Section 5 – Legal Expenses – Definitions - Words with Special Meanings

The following additional definitions apply to this section of the policy only. Where the following words appear in bold they have these special meanings:

### Adviser

**Our** specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

### Advisers' Costs

Reasonable legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

### Conflict of Interest

There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

### Data Protection Legislation

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **insured event**, that being:

- (i) before 25 May 2018, the Data Protection Act 1998; and
- (ii) from 25 May 2018 onwards, the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

### Dilapidations Inventory

A full and detailed inventory of **your** contents and their condition within the **insured property**.



## 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 Infringement: £250

## HM Revenue and 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.

## Insurer

AmTrust Europe Limited.

## Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

### Tax

In accountancy matters the **insured event** arises on the date that **you** or **your adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **you** of either dissatisfaction with **your** returns, or amounts paid, or notice of intention to investigate.

### Criminal Proceedings

In criminal cases the **insured event** will be the date that **you** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

## Insured Property

The property insured under the underlying Holiday Home policy to which this insurance attaches.

## Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

## Maximum Amount Payable Period of Insurance

The maximum payable in respect of an **insured event** is £50,000

## Period of Insurance

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

## Standard Advisers' Costs

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

## Territorial Limits

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

FOR ALL OTHER SECTIONS: United Kingdom, the Channel Islands, the Isle of Man, the European Union and Switzerland.

## We/Us/Our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **insurer**.

## You / Your

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

## Section 5 – Legal Expenses – Cover

### What is covered

#### Contract Disputes

**Advisers' costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services and selling goods in connection with the **insured property** including the purchase or sale of the **insured property**. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

#### Property Infringement

**Advisers' costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

#### Tax

**Advisers' costs** incurred by an accountant if **you** are subject to an **HM Revenue and 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 HM Revenue and Customs reasonably requires

### What is not covered

We will not pay claims:

- a) where the amount in dispute is below £250 plus VAT
  - b) where the breach of contract occurred before **you** purchased this insurance
  - c) arising from a dispute with any government, public or local authority
  - d) relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
  - e) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
  - f) directly or indirectly arising from constructing buildings or altering their structure for **your** use, except in relation to disputes where the amount in dispute is below £5,000 including VAT
- a) for adverse possession
  - b) in respect of a contract **you** have entered into
  - c) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- a) where deliberate misstatements or omissions have been made, to the authorities
  - b) where income has been under-declared because of false representations or statements by **you**
  - c) where **you** are subject to an allegation of fraud
  - d) for **advisers' costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
  - e) for enquiries into aspects of **your** Tax Return (Aspect Enquiries)

## What is covered

### Criminal Prosecution Defence

**Advisers' costs** to defend Criminal Prosecutions brought against **you** in relation to the **insured property** under:

- i.) The Gas Safety (Installation and Use) Regulations 1994
- ii.) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii.) The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **territorial limits**.

**You** must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

## What is not covered

We will not pay claims:

- a) arising from something **you** have done, knowing it to be wrongful or ignoring that possibility

## Section 5 - Legal Expenses - Exclusions

### 1. There is no cover where:-

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
- c) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity

### 2. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **your** insurance adviser, the **insurer**, the **adviser** or **us**
- c) Any claim **you** make which is false or fraudulent or exaggerated
- d) Defending **legal actions** arising from anything **you** did deliberately or recklessly
- e) **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 directly or indirectly arising from:-

- a) A dispute between **you** and someone **you** live with or have lived with
- b) **Your** business trade or profession other than as an employee
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

## Section 5 - Legal Expenses - Conditions

### 1. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the legal proceedings.
  - i.) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice you will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- c) The **adviser** will:-
  - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
  - iii.) Keep **us** advised of **advisers' costs** incurred.
  - iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- e) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **adviser** and **us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- h) **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.

### 2. Disputes

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

### 3. 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 **adviser**. I form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome, then **we** may decline or discontinue support for **your** case.

## 4. Proportional Costs

An estimate of the **advisers' costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **advisers' 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.

## 5. Duty of Disclosure

Consumer

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

Non-Consumer

If this policy covers **your** business, trade or professional interests, **you** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **insurer's** decision to provide insurance to **you** on the terms agreed.

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.

## 6. 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 **insurer** 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.

## 7. 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.

## 8. 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.

## 9. English Law and Language

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

## 10. 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.

## 11. 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.

## Section 5 – Legal Expenses – How to Make a Claim

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

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or an 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 whether a matter constitutes a notifiable claim or circumstance, contact the Legal & Tax Helpline.

### Legal & Tax Helpline

**You** can use the helpline service to discuss any legal problem arising during the period of this policy. Simply telephone 0344 770 1040 and quote "Plum Overseas Holiday Homes Legal Expenses Insurance". For **our** joint protection telephone calls may be recorded and/or monitored.

## Section 5 – Legal Expenses – Customer Services

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right 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 **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle your complaint with **us**, or before **we** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel 08000 234 567

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

## Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

## Authorisation

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

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Data Protection

**Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **Data Protection Legislation**.

# OVERSEAS RETREAT

## Notes







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