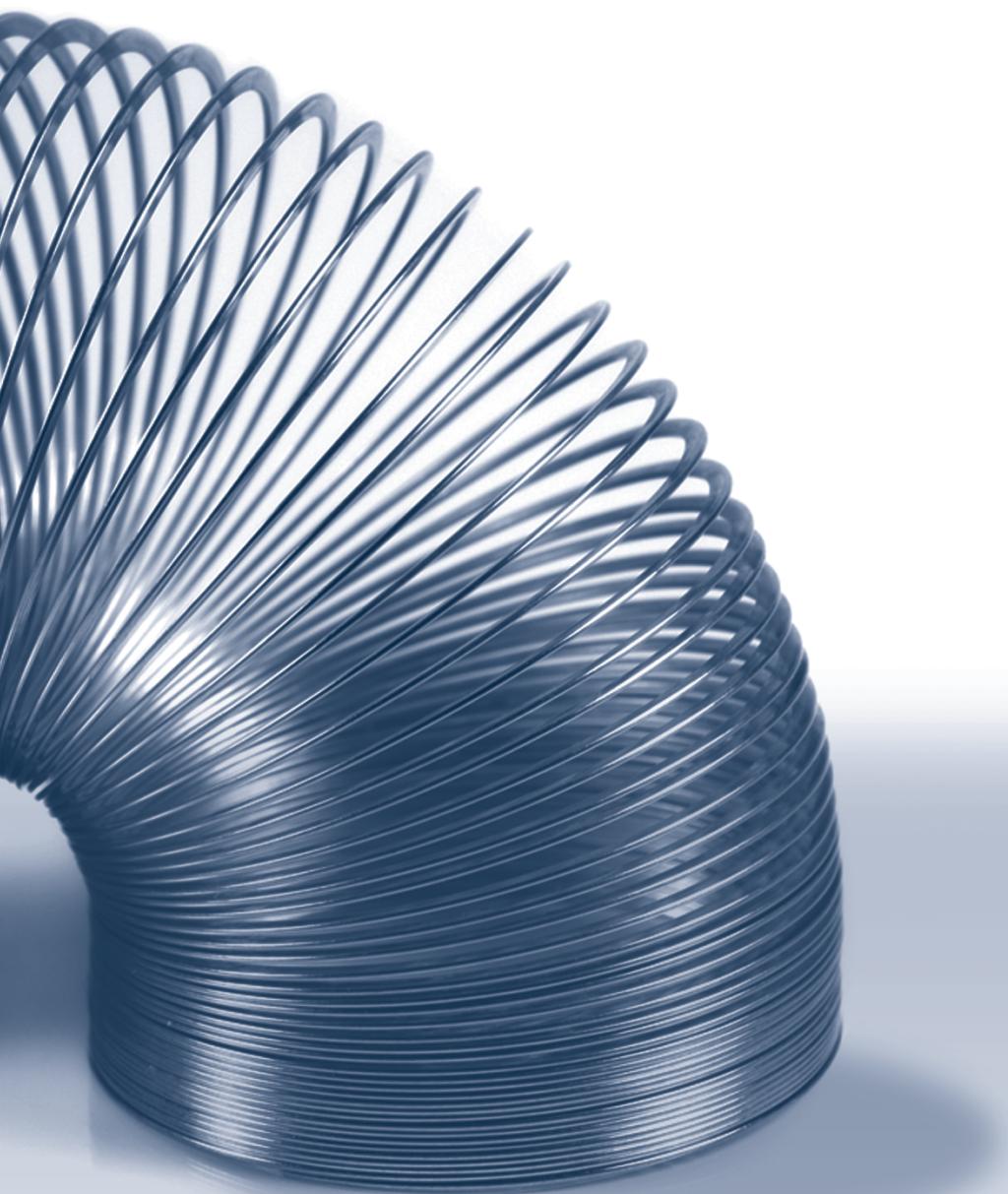


# FLEX

UK Home Insurance Policy

2021



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**.

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

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

The **policy** sections are:

- |  |                                       |
|--|---------------------------------------|
| 1. <b>Buildings</b>                          | 6. Domestic Freezer cover             |
| 2. <b>Contents</b>                           | 7. Pedal Cycle cover                  |
| 3. Accidents to <b>Domestic Employees</b>    | 8. <b>Money and Credit Card</b> cover |
| 4. Legal Liability to the Public             | 9. Legal Expenses                     |
| 5. <b>Valuables and Personal Possessions</b> |                                       |

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

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

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

## Information You Have Given Us

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

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

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

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

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

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

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

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

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

## Change in Circumstances

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

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

## Cooling Off and Cancellation

### Cooling-Off Period

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

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

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

### Cancellation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Policy Fees**

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

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

## **Customer Service & Complaints Procedure**

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

### **Customer Complaints Procedure**

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

### **Financial Ombudsman Service**

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

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

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

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

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

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

From within the United Kingdom

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

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

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

From outside the United Kingdom

Tel: +44 (0)207 964 0500

Fax: +44 (0)207 964 1001

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

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

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

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

## Authorisation, Regulation & Compensation

### Plum Underwriting Ltd

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

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

### Your Insurers

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

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

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

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

### The Financial Conduct Authority

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

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

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

The Financial Conduct Authority

12 Endeavour Square, London, E20 1JN

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

From abroad: +44 (0)20 7066 1000

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

### Prudential Regulation Authority

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

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

The Prudential Regulation Authority

Bank of England, Threadneedle Street, London EC2R 8AH

UK: +44 (0)20 3461 4878

From abroad: as above

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

## **Financial Services Compensation Scheme**

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

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

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

UK: 0800 678 1100  
From abroad: +44 (0)20 7741 4100

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

## **Subscribing Insurers' Several Liability**

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

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

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

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

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

## **Laws Applying**

### **Choice of Law and Jurisdiction**

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

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

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

### **Use of Personal Data**

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

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

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

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

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

## How to Make a Claim

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

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

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

## 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 **home** and its decorations
- fixtures, fittings and fitted appliances attached to the **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**.

### Building Works

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

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

### Computer Viruses

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

### Contents

Household goods and personal property within the **home**, which are **your** property or which **you** are legally liable for.

**Contents** includes:

- **tenant's/leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to £2,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** up to £1,000 in total per claim
- **credit cards** up to £1,000 in total per claim
- deeds and registered bonds and other personal documents up to £2,500 in total per claim
- stamps or coins forming part of a collection up to £2,500 in total per claim

- **valuables** up to 33.3% of the **contents sum insured** in total per claim and up to 10% of the **contents sum insured** for any single item of **valuables** other than pictures and works of art which are covered up to the **contents sum insured** with no single item limit.
- pedal cycles including **electrically assisted pedal cycles** up to £750 in total per claim
- **contents** in garages and outbuildings up to £7,500 in total per claim
- **personal possessions**

**Contents** do not include:

- motor vehicles (other than domestic gardening equipment, motorised mobility scooters, electric wheelchairs and powerchairs), caravans, trailers, boats or vessels 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 **your home business contents**
- any property insured under any other insurance
- land or water
- casino chips

## 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 **home**.

## Electrically Assisted Pedal Cycles (EAPC)

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

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

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

Its electric motor:

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

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

## Endorsement(s)

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

## Europe

'Europe' is defined as:

- EU member states;
- Andorra, Faroe Islands, Monaco, Iceland, Lichtenstein, Norway, San Marino, Switzerland and The Vatican City;
- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

## **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.

## **Heave**

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

## **Home**

The private dwelling, the garages and outbuildings at the **premises** shown on **your schedule**.

## **Home Business**

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

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

## **Home Business Contents**

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

## **Landslip**

Downward movement of sloping ground.

## **Money**

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- 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

all held for private or domestic and charitable purposes for which **you** are legally responsible.

## **Occupant**

A person or persons authorised by **you** to stay in the **home** overnight.

## **Period of Insurance**

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

## **Personal Possessions**

Clothing, baggage, sports equipment, camping equipment, MP3 players, mobile phones, hand held gamers, cameras, portable DVD and BluRay players, laptops, e-readers, tablets and other personal property that is designed to be worn or normally carried about the person and all of which belong to **you**.

**Personal possessions** do not include:

- **Money & Credit Cards**  
These are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 8 – Money & Credit Card Cover' which extends cover to outside of the **home** up to **your chosen sum insured**.
- **Pedal Cycles including Electrically Assisted Pedal Cycles (EAPC)**  
Pedal cycles and **EAPC** are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 7 – Pedal Cycle Cover' which extends cover to outside of the **home** up to **your chosen sum insured**.

- **Valuables**

**Valuables** are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 5 – Valuables & Personal Possessions Cover'. This section extends **your valuables** cover to include accidental loss or **accidental damage** and cover away from the **home** other than for Precious Metals and Pictures and Works of Art which are extended to include accidental loss or **accidental damage** but at **your premises** only.

Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on **your schedule** for exact cover and limitations.

- Casino Chips

## Policy

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

## Premises

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

## Rebuilding Expenses

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

## 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.

## Students and Boarders Possessions

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

## Subsidence

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

## Sum(s) Insured

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

## **Swimming Pools**

Swimming pools which are permanently installed.

## **Tenants/Leaseholders' Fixtures and Fittings**

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

## **United Kingdom**

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

## **Unoccupied**

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

## **Valuables**

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

Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on **your schedule** for exact cover and limitations.

## **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**

Sections 1-8

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

## **Your Broker or Insurance Intermediary**

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

## General Conditions

The following general conditions apply to sections 1 to 8 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

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

### 1. Multiple Premises

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

### 2. Safeguarding your Property

**You** must take all steps to:

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

### 3. Index Linking

Plum Underwriting Limited will increase **your buildings** and **contents sum(s) insured** (but not sections 5, 6, 7 and 8) at each renewal in accordance with the index **we** have set. Whilst the index will help to ensure that **your sum(s) insured** are adequate in line with increasing costs, it is dependent on the **sum(s) insured** disclosed to **us** at the start of **your policy** being correct. It is **your responsibility** to ensure **your sum(s) insured** are adequate at the start and at each renewal of **your policy**.

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

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

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

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

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

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

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

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

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

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected. This condition does not apply to fatal injury (Section 2 – Contents - Additional Cover H).

## **7. Sums Insured**

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

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

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

**Your sum insured** for **valuables** 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**.

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

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

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

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

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

## **9. No Claim Discount**

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

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

## General Exclusions

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

### What is not covered:

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

### 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 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 **home** when the **premises** are **unoccupied** unless the security of the **home** is:
  - maintained in good working order throughout the **period of insurance**.
  - in full and effective operation when the **premises** is **unoccupied**.
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**.
11. **We** will not pay any claim for loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of or inability to use any application, software, or programme;
  - ii. any **computer virus**;
  - iii. any computer related hoax relating to i and/or ii above.
12. **We** will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.

## Building Works

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

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

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

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

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

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

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

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

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

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

## Building Works Exclusions

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

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

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

## Building Works Conditions

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

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

### 1. Heat Application Condition

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

- a) all combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place. Where such clearance is impracticable, combustible material must be covered by blankets or screens which are both non-combustible and which prevent the transfer of heat into surrounding items or structures.  
Combustible parts of the **premises** must be protected in the same way, and
- b) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating or a type suitable for the combustible material at the **premises** is kept immediately adjacent to the area of work in full working order and available for immediate use, and
- c) equipment is lit for as short a time as possible before use and extinguished immediately after use, and
- d) equipment which is lit or switched on is not left unattended, and
- e) on every occasion that work with heat occurs, one hour after work has finished, a thorough examination for any sign of combustion must be made, in and around the work area with the appropriate findings recorded and signed off by an independent party. A hot works permit system is recommended for this purpose.

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

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

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

## Claims Conditions

The following claims conditions apply to sections 1 to 8 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 8 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 practicably possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

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

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

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

#### e) Our Representatives

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

#### f) Other Information and Assistance

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

#### g) Your Authority

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

#### h) Your Duty of Care

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

#### i) Evidence & Value

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

#### j) Your Property

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

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

## **2. How we deal with your claim**

### **a) Payment of Claims**

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

### **b) Defence of Claims**

We have the right to:

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

### **c) Joint Insureds**

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

### **d) Our Rights**

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

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

### **e) Excess**

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

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

## Section 1 - 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
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

### What is not covered

We will not pay

- 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 **home** is **unoccupied**.
- d) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.

This insurance covers the <b>buildings</b> for physical loss or damage caused by	<b>We will not pay</b>
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the <b>home</b> is <b>unoccupied</b> .
9. <b>subsidence or heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b>	a) for loss or damage to <b>swimming pools</b> , hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless <b>your home</b> is damaged by the same cause and at the same time. b) for loss or damage caused by <b>settlement</b> . 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 <b>your home</b> are damaged by the same cause and at the same time.
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> . 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** as stated 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**.

### What is not covered

**We will not pay**

- a) for loss or damage while the **home** is **unoccupied**.

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This section of the insurance also covers

## 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 home**.

## C – Loss of Rent/Alternative Accommodation

- i) The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover;  
or
- ii) The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

## 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.

## We will not pay

- a) for loss or damage while the **home** is **unoccupied**.
- 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.
- 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 £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.
- b) for loss of metered water whilst **your home** is **unoccupied**.

This section of the insurance also covers

#### 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 (or if in Scotland from the date **you** accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner.

#### 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 **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 **home** but at the address shown on **your schedule**.

#### H – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

#### We will not pay

- 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 £7,500 in any **period of insurance**.
- b) any costs incurred whilst the **home** is **unoccupied**.
- c) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.

#### I – Squatters

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

#### J – Emergency Entries

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

#### K – Garden, Plants & Shrubs

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

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

- a) more than £5,000 any one claim.

- 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) for any plants grown on a commercial basis.

This section of the insurance also covers

## L – Replacement Locks

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

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

## M – Ground Rent

Ground rent which **you** have to pay whilst the **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

## N – 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.

## O – Unauthorised Use of Electricity Gas or Water

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

## P – Removal of Nests

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

## Q – 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**.

## R – 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.

## We will not pay

- 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) 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) 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 £1,000 any one claim.

- a) more than £1,000 any one claim.

- a) more than £5,000 any one claim.

## 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 **home** is lent, let or sublet.
- 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, fouling, urinating or vomiting by **your** 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 – 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
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

### What is not covered

We will not pay

- a) for property in the open.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.
- a) for loss or damage while the **home** is **unoccupied**.
- 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 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 – Contents – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** as stated 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 home**:

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

#### B – Accidental Damage of Fixtures & Fittings

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

- fixed glass and double glazing
- **sanitary ware**
- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for.

### 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, memory sticks or computer software.
- c) for mechanical or electrical faults or breakdown.
- d) for loss or damage while the **home** is **unoccupied**.

- a) for the cost of repairing, removing or replacing frames.
- b) for loss or damage while the **home** is **unoccupied**.

# FLEX

This section of the insurance also covers

## C – Your contents temporarily away from your home

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

We will not pay

- a) for **contents** outside the **United Kingdom**.
- b) for **money** or **credit cards**.
- c) any amount over £10,000
- d) for **contents** removed for sale or exhibition.
- e) for theft unless the loss or damage follows breakage or damage in the **home** in the course of entry.
- f) more than 30 days in any professional storage facility.
- g) for **your contents** temporarily away from **your 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

## D – Rent Owed

The rent **you** have to pay as occupier of the **home**, if the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.

- a) any amount over 25% of the **contents sum insured**.
- b) more than 24 months for this additional cover.
- c) any costs recoverable elsewhere.
- d) any costs incurred without **our** agreement to pay.
- e) any rent **you** have to pay after the property is reinstated and ready for habitation.

## E – Alternative Accommodation

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

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

This section of the insurance also covers

#### F – Tenants Liability

We will cover loss or damage caused by the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover to the **buildings you** have been made legally responsible for as a tenant of **your premises**.

This does not include **tenants/leaseholders fixtures and fittings**.

#### We will not pay

- a) more than £15,000 or 10% of the **sum insured** for **contents** (whichever is the greater) for loss or damage to the **buildings**.
- b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings.
- c) for loss or damage arising from **subsidence, heave or landslip**.
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
- e) for loss or damage while the **home** is **unoccupied**.
- f) the cost of maintenance and normal redecoration.

#### G – 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 liable for as tenant only.

#### H – Fatal injury

Fatal injury to **you**, happening 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.

- a) for loss or damage while the **home** is **unoccupied**.

- 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) more than once under **your policy** for any one incident.
- c) for **domestic employees**.

#### I – Replacement Locks

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

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

- 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.

# FLEX

This section of the insurance also covers

## J – 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 – Contents – Standard Cover.

## K – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

We will not pay

- a) more than £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.
- b) for loss of metered water whilst **your home is unoccupied**.

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

## L – Reinstating Data

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

## M – Temporary Increases to the Sum Insured

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

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

- a) more than £2,500 in any one claim.
- b) for any illegal data

- a) more than £5,000 in any one claim.
- b) more than £1,000 any one item

## N – Students and Boarders Possessions

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

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

## O – Household Removals

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

- a) for **contents** outside the **United Kingdom**.
- b) for **money or credit cards**.
- c) for loss or damage to porcelain, china, glass and other brittle articles.

This section of the insurance also covers

#### P – Home Business Contents

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for **home business contents** subject to your contents sum insured including **home business contents**.

#### Q – 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 – Contents – Standard Cover for guests, visitors and **domestic employee(s)** personal effects not insured elsewhere while in **your home**.

#### R – Ground Rent

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

#### We will not pay

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

- a) more than £2,500 in any one claim.
- b) more than £1,000 any one item

- a) any amount over 10% of the **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.

## Section 2 – 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, fouling, urinating or vomiting by **your pets**.
- d) for **money** or **credit cards**.
- e) for damage while the **home** is lent, let or sub let.
- f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- g) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

## Section 2 – 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 including **electrically assisted 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 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 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 on 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 the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses 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.

### Part A - Legal Liability

Part A of 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 under Part A(i) below
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below

#### What is covered

##### We will pay you

- i) as owner or occupier for any amounts **you** 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**,

OR

- ii) as a private individual for any amounts **you** become legally liable to pay as damages for:
- **bodily injury**
  - damage to property

caused by an accident happening anywhere in the world 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 other permanent member of the **home**
  - any person employed by **you**.
- e) 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**.
- f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of **your home** as an office for non manual work in connection with **your home business**.
- g) which **you** have assumed under contract and which would not otherwise have attached.

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

- h) 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 used elsewhere and
    - motorised mobility scooters, electric wheelchairs and powerchairs
    - **electrically assisted pedal cycles**
  - ii) any power-operated lift (other than domestic stairlifts)
  - iii) any aircraft or boat or vessel 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.
- i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- j) 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.
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- l) arising as a result of escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- m) arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

## Part B - Unrecovered Damages

### We will pay you

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A ii) of this section would have paid **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

### We will not pay you

- a) for any amount in excess of £100,000.

## Part C - Defective Premises Act

### We will pay you

any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by **you**.

### We will not pay you

- a) for any liability if **you** are entitled to payment under any other insurance.
- b) for the cost of repairing any fault or alleged fault.

## Limit of insurance

**We** will not pay more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 5 – Valuables and Personal Possessions

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** shown on **your schedule**.

### What is covered

**Valuables and personal possessions** up to the **sum insured** shown on **your schedule** against physical loss or physical damage within the geographical limits shown on **your schedule**.

### What is not covered

#### We will not pay

- a) for damage caused by moth or vermin.
- b) any amount over £2,500 for any one item unless stated otherwise on **your schedule**.
- c) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- d) for damage to guns caused by rusting or bursting of barrels.
- e) for breakage of any sports equipment whilst in use.
- f) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your personal supervision**.
- g) any amount over £2,000 in total in respect of theft or disappearance of property from any unattended vehicle.
- h) for theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/ parcel shelf that is locked and forcible and violent entry is used to break into the vehicle.
- i) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your pets**.
- j) for loss or damage to precious metals, pictures and works of art which occurs outside **your premises**.

### Section 5 – Valuables and Personal Possessions - Conditions that Apply to this Section Only

#### How we deal with your claim

1. We will at our option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set we will pay up to 50% of the cost of replacing any undamaged parts of the **valuables and personal possessions** which form part of a pair, set, suite or part of a common design or function but no more than the **valuables and personal possessions sum insured** shown on your schedule.

#### Your sum insured

If, at the time of any loss or damage, the unspecified or specified **valuables and personal possessions 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 unspecified or specified **valuables and personal possessions** insurance is equal to 75% of what your premium would have been if your unspecified or specified **valuables and personal possessions sum insured** was enough, then we will pay up to 75% of any claim made by you.

However, if **personal possessions** are lost or damaged away from the **home** we will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

#### Limit of insurance

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

## Section 6 – Domestic Freezer 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** shown on **your schedule**.

### What is covered

Section 2 of this insurance extends to 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.

### What is not covered

We will not pay

- 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.

### Limit of insurance

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

## Section 7 – Pedal Cycle Cover

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

### What is covered

Section 2 of this insurance extends to cover the cost of repairing or replacing **your pedal cycles or EAPC** following:

- theft or attempted theft
- accidental damage

occurring anywhere in the **United Kingdom** and up to 60 days worldwide

### What is not covered

We will not pay

- a) for loss or damage to:
  - tyres
  - lamps
  - accessoriesunless the cycle is stolen or damaged at the same time.
- b) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- c) to replace a stolen cycle which has been left unattended unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- d) any amount over £750 for any one cycle unless stated otherwise on **your schedule** or the specification(s) attached to the **schedule**.

### Limit of insurance

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

## Section 8 – Money & Credit Card 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** shown on **your schedule**.

### What is covered

Section 5 of this insurance extends to cover the following:

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit cards**

within the geographical limits shown on **your schedule**, provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the Police (or when outside of the UK the local Police, transit authority, hotel or airport security) and, in the case of **credit cards**, the card issuing company.

### What is not covered

We will not pay

- a) to make up any shortages due to error or omission.
- b) for loss of value.

### Limit of insurance

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

## Section 9 – Legal Expenses

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

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

### Legal Helpline

You can use the helpline service to discuss any legal or taxation problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this **policy**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

Please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

For **our** joint protection telephone calls may be recorded and/or monitored.

### How much we will pay

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

The insurance covers **costs** as detailed under the separate sections of cover, less any **excess** 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**.

## Additional 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 it is necessary to start court proceedings or a **conflict of interest** arises, another legal representative nominated by **you**.

### **Advisers' Costs**

Legal or accountancy fees and disbursements incurred by the **adviser**.

### **Adverse Costs**

Third party legal costs awarded against **you** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### **Conditional Fee Agreement**

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

### **Conflict of Interest**

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

### **Contract of Employment**

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### **Costs**

**Standard advisers' costs** and **adverse costs**.

### **Data Protection Legislation**

The relevant **data protection legislation** in force in the **territorial limits** where this cover applies at the time of the **insured event**.

### **Disclosure Breach**

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

### **Employee**

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **contract of employment**.

### **Excess**

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

Property infringement section: £250

All other sections £Nil

The **excess** shall be paid to and at the request of the **adviser**.

### **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.

## **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 HM Revenue & Customs advising **you** of either dissatisfaction with **your** returns, or amounts paid, or notice of intention to investigate.

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.

## **Legal Action(s)**

- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- b) The defence of criminal prosecutions to do with **your** employment, or **your** vehicles identity
- c) The defence of motor prosecutions

## **Legal Helpline**

The service provided by **our** panel solicitors on **our** behalf which enables **you** to obtain advice on any matter which may give rise to a claim under this insurance.

## **Maximum Amount Payable**

The maximum payable in respect of an **insured event** is as shown in **your schedule**.

## **Period of Insurance**

The **period of insurance** declared to and accepted by **us**, which runs concurrently with the period of the underlying insurance **policy** to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance **policy** is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

## **Standard Advisers' Costs**

The level of **advisers' costs** that would normally be incurred in using a specialist panel solicitor or their agents.

## **Territorial Limits**

Contract Pursuit, Contract Defence and Personal Injury: The United Kingdom, the Channel Islands, the Isle of Man and the European Union.

All other sections: The United Kingdom, the Channel Islands and the Isle of Man.

## **You/Your/Insured**

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

If **you die** **your** personal representatives will be covered to pursue or defend cases, covered under section nine (9) of this insurance, on **your** behalf that arose prior to or out of **your** death.

## **We/Us/Our**

Arc Legal Assistance Limited.

## Section 9 – Legal Expenses - Cover

### What is covered

#### Consumer Pursuit

**Costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. 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.

### What is not covered

We will not pay any claim:

- a) where the breach of contract occurred before **you** purchased this insurance
- b) involving a vehicle owned by **you** or which **you** are legally responsible for
- c) arising from a dispute with any government, public or local authority
- d) arising from the purchase or sale of **your** main home
- e) relating to a lease tenancy or licence to use property or land
- f) 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
- g) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- h) arising from planning law
- i) arising from constructing buildings or altering their structure for **your** use

#### Consumer Defence

**Costs** to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling **your** own personal goods. 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.

- a) where the breach of contract occurred before **you** purchased this insurance
- b) involving a vehicle owned by **you** or which **you** are legally responsible for
- c) arising from a dispute with any government, public or local authority
- d) arising from the sale or purchase of **your** main home
- e) relating to a lease tenancy or licence to use property or land

**We will not pay any claim:**

## Personal Injury

**Costs** to pursue a **legal action** following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

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

## Employment Disputes

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

- a) **contract of employment**; or
- b) legal rights under employment laws.

- a) arising from medical or clinical treatment, advice, assistance or care
- b) for stress, psychological or emotional injury unless it arises from **you** suffering physical injury
- c) for illness, personal injury or death caused gradually and not caused by a specific sudden event

- a) where the breach occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred
- b) for a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) for **standard advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your contract of employment** or the costs associated with any settlement agreement
- d) where the breach is alleged to have commenced or to have continued after termination of **your** employment
- e) for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- f) for any hearing fees and issue fees which **you** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

We will not pay any claim:

## Property Infringement

**Costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home.

- a) where the nuisance or trespass started within the first 180 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) for adverse possession
- d) in respect of a contract **you** have entered into
- e) arising from planning law
- f) arising from constructing buildings or altering their structure for **your** use
- g) arising from:
  - i) subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) land slip meaning downward movement of sloping ground
  - iv) mining or quarrying

## Property Damage

**Costs** to pursue a **legal action** for damages against a person or organisation that causes physical damage to **your** main home or **your** personal effects. The damage must have been caused after **you** first purchased this insurance.

- a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) in respect of a contract **you** have entered into
- c) arising from planning law
- d) arising from constructing buildings or altering their structure for **your** use
- e) arising from:
  - i) subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) land slip meaning downward movement of sloping ground
  - iv) mining or quarrying

**We will not pay any claim:**

## **Motor Prosecution Defence**

**Standard advisers' costs** to defend a **legal action** in respect of a motoring offence, arising from **your** use of a vehicle. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

- a) for alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the vehicle whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **you** have been advised by a medical professional not to drive.
- b) for **standard advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) for parking offences which cannot lead to penalty points on **your** licence
- d) for **standard advisers' costs** incurred in excess of any costs **you** are able to recover under a Defendants Costs Order

## **Tax**

**Standard 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

- a) where:
  - i) deliberate misstatements or omissions have been made, to the authorities
  - ii) income has been under-declared because of false representations or statements by **you**
  - iii) **you** are subject to an allegation of fraud
- b) for **standard advisers' costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- c) for enquiries into aspects of **your** Tax Return (Aspect Enquiries)

## **School Admission Disputes**

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

- a) arising where examinations or other selection criteria are part of the acceptance process
- b) where the process for appealing against the decision to refuse a place at the school has not been adhered to
- c) where the child has been suspended, expelled or permanently excluded from another school

## **Vehicle Cloning**

**Costs** to defend a **legal action** arising from use of the identity of a vehicle owned by **you** by another person or organisation without **your** permission.

## Section 9 – 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 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
4. Contracts (Rights of Third Parties) Act 1999  
A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## Section 9 – Legal Expenses – Conditions

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the following conditions of this policy in order for **your** claim to proceed:

### 1. Claims

- a) **You** must notify claims as soon as 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.
- c) **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.
- d) 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.
- e) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- f) 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.
- g) **You** shall supply all information requested by the **adviser** and **us**.
- h) **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**.
- i) **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. Prospects of Success

There must be a 51% or greater 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**. If the **adviser** determines that there is not a 51% or greater chance of success then **we** may decline or discontinue support for **your** case.

### 3. Proportionality

**We** will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered.

## 4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see the complaints procedure shown on **your schedule**), any dispute between **you** and **us** may, where **we** both agree, 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.

## 5. Proportional Costs

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

## 6. 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.

## 7. 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.

## 8. 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.

## 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. 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.

## **Section 9 – Legal Expenses – Claims Procedure**

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

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form. 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 Helpline**.

## Section 9 – 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 straightaway.

If you are unhappy with the service that has been provided, you should contact us. We will always confirm to you, within five working days, that we have received your complaint. Within 4 weeks you will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when you will receive a final response. Within 8 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 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.

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

### Privacy and Data Protection Notice

#### 1. Data Protection

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

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

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

#### 3. Sensitive Personal Data

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

#### 4. Disclosure of Your Personal Data

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

#### 5. Your Rights

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

#### 6. Retention

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

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

## **Notes**

## Notes





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Far from standard

**Plum**  
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