

# POLICY TERMS & CONDITIONS



**DISCOUNT**  
insurance

# HEMOCARE BUILDINGS & CONTENTS

# Discount Insurance

## Introduction

Thank **you** for choosing **Discount Insurance**. This is **your** Home and Contents Insurance Policy wording, setting out **your** insurance protection in detail.

**Your** premium has been based upon the information shown on the insurance certificate and recorded in **your** statement of fact.

This insurance offers a comprehensive cover, legal liability as well as extended options - please refer to **your** insurance certificate and statement of fact for **your** cover level, provided that the conditions under which this policy has been issued are fulfilled. If **you** have any questions, please contact **us** on 0208 847 8000r free phone 0800 294 4522.

**You** must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers **you** give and statements **you** make as part of **your** insurance application, including at renewal and when an amendment to **your** policy is required, should be honest and accurate. If **you** deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

**We** recommend that **you** keep a copy or a record of all information **you** give to **us**.

This insurance has been arranged by **Discount Insurance**, a trading style of Home and Travel Limited, and is underwritten by **Ageas Insurance Limited**.

Home and Travel Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Ageas Insurance Limited are authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. This can be checked on the FCA's register by visiting their website at [www.fca.org.uk/](http://www.fca.org.uk/) register or by contacting them on 0800 111 6768

## Important note

Please read this policy document carefully and ensure that it meets **your** requirements. If **you** have any query please contact **your** agent whose details are shown in the certificate.

Please keep this policy in a safe place **you** may need to refer to it if **you** make a claim.

Home and Travel Limited, The Business Exchange, 26/28 Hammersmith Grove, London , W6 7BA

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## Making a claim

Please refer to the Policy Conditions for reporting claims on page 40 in particular Condition 10.

1. Check that the claim is covered by **your** policy. Each section of the policy tells **you** what is covered and what is not covered. The Basis of Claims Settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.

2. Contact **your** agent or Home and Travel Limited on 020 8847 8000.

Note: Please have **your** policy number available. If damage is serious in nature, immediate telephone contact is essential as **we** may need to arrange inspection of **your** property by a member of **our** claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay his fee.

3. **We** may be able to settle **your** claim from the information provided in **your** claim form but **we** may require further information, or ask **you** to furnish documentation in support of **your** claim.
4. It is at **our** option whether **we** replace as new, reinstate, repair or pay a cash alternative. If **you** would prefer a cash alternative, **we** may restrict this to an amount equal to the discounted replacement price **we** would normally pay. This helps **us** in controlling claims costs and ultimately premiums charged.

To report a claim call the claims centre on 020 847 8007.

## Our customer-care policy

**We** are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

**We** may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited  
Personal Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY  
Phone: 0800 161 5195  
E-mail: [claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

For complaints about policy administration and documents, contact Discount Insurance Customer Services at:

Discount Insurance  
The Business Exchange  
26/28 Hammersmith Grove  
London  
W6 7BA  
Telephone: 0208 847 8000  
Fax: 0208 847 8001  
Email: [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)  
Phone: 020 8587 1060  
FAX: 020 8587 1061  
E-mail: [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)

If we are unable to resolve **your** complaint, please contact the personal lines service manager at:

Ageas Insurance Limited  
60 Spring Gardens  
Manchester  
M60 1HU  
Phone: 0161 834 9888  
Fax: 0844 748 0207  
E-mail: [underwritingcustomerservice@ageas.co.uk](mailto:underwritingcustomerservice@ageas.co.uk)

**We** promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** again.

### **Financial Ombudsman Service**

**You** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile **You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

### **Regulation**

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk), which includes a register of all the firms they regulate. Or **you** can phone them on 0800 111 6768.

### **Financial Services Compensation Scheme**

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

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

## Property & legal helplines

### Property Helpline: 0117 934 0191

If **you** have a domestic emergency in **your home**, such as burst pipe, blocked drain, broken window or building damage, contact the helpline number above and DAS will arrange help or repairs.

DAS will not accept responsibility if the helpline service is unavailable for reasons they can not control.

If **you** require help telephone the 24 hour number shown above and provide **your** name and policy number which is shown in **your** certificate and they will aim to:

- a advise **you** of immediate action that can be taken to protect **you** and **your home**;
- b arrange for an emergency services contractor to carry out immediate repairs;
- c indicate to **you** the approximate call-out and hourly labour charges which will be required by the contractor. **You** will be responsible for these charges but the charges may be recoverable if the loss or damage is covered under this policy.

Helpline services are provided by DAS Assistance Limited. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve their service standards, DAS record all calls.

Neither **we** nor DAS are responsible for any liability arising directly or indirectly in respect of repairs, parts, advice or service provided by DAS, their agent or any person acting on their or **our** behalf.

## Definitions

### Emergency

A sudden unforeseen circumstance which requires immediate corrective action to:

- 1 prevent damage or further damage to **your home**;
- 2 alleviate unreasonable discomfort, risk or difficulties for **you** or **your family**;
- 3 to make **your home** safe or secure.

### Legal Helpline: 0344 770 1040

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household.

When you call, simply quote "Discount Insurance Family Legal Expenses".

### Major Emergency

Emergencies which may result in serious damage or danger to life or limb should be reported immediately to the Public Supply Authority, or in the case of difficulty the Public Emergency Services. Suspected gas leaks should always be reported to the Local Gas Authority.

## Definitions

The following definitions apply to Sections 1, 2 and 3 ONLY.

### The company/we/us/our

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Ageas Insurance Limited as insurers and Home and Travel Limited as administrators of **your** policy.

### Insured/you/your

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The person or persons named as policyholder(s) in the certificate.

### Family

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**You, your** domestic partner and other relations who permanently reside with **you**.

### Home

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The house, bungalow or self contained flat/maisonette together with its garages and domestic outbuildings at the address shown in the certificate, used for private residential purposes.

### Bedroom

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A room used as or originally designed and built to be a **bedroom** even if now used for another purpose.

### Contents

What is insured	What is not insured
<ol style="list-style-type: none"><li>Household goods, <b>valuables</b> and belongings, including <b>money</b> up to £750 and <b>credit cards</b> up to £1,000 owned by, or the legal responsibility of <b>you</b> or a member of <b>your family</b> when in <b>your home</b>.</li><li>Tenant's fixtures and fittings.</li><li>Visitors' <b>personal effects</b> up to £2,500 when in <b>your home</b> unless otherwise insured.</li><li>Office equipment and office furniture used by <b>you</b> or <b>your family</b> for business or professional purposes up to £5,000 when in <b>your home</b>, unless otherwise insured, owned by, or the legal responsibility of <b>you</b> or a member of <b>your family</b>.</li></ol>	<ul style="list-style-type: none"><li>Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.</li><li>Swimming pool covers.</li><li>Pets and livestock.</li><li>Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the <b>home</b>.</li><li>Property more specifically insured.</li><li>Bonds, bills of exchange, promissory notes and securities for <b>money</b>.</li><li>Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in <b>your home</b>).</li><li>Plants, trees or any growing matter.</li><li>Contact or corneal lenses.</li></ul>

### Buildings

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The **home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic outbuildings, permanent swimming pools, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

### Personal effects

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Personal property which is designed to be worn or carried on or about the person.

### Excess

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The amount of each claim **you** have to pay. If **you** make a claim under more than one section for loss or damage which happens at the same time and by the same cause **we** will deduct only one **excess**.

### Valuables

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Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or **your family**.

## **Money**

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Personal **money** held for private purposes by **you** or **your family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and **money** orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

## **Credit cards**

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Credit, cheque, debit, charge or cash cards.

## **Pedal cycle**

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Non-mechanically propelled **pedal cycle**.

## **Unfurnished**

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Without sufficient furniture and furnishings for normal living purposes.

## **Unoccupied**

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Furnished but has not been permanently lived in by **you** or **your family**, or any other person with **your** permission, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

## **Terrorism**

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For the purpose of the General Policy Exclusion (page 42) an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group 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.

## **Cost of rebuilding**

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The full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's fees.

## **Water table**

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The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.

## **Index linking - Buildings**

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The sum insured on **buildings** will be adjusted monthly by the percentage movement in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

## Section 1 – Buildings

See definitions Page 7 and Page 8

What is insured	What is not insured
Loss of or damage to the <b>buildings</b> by the following causes:	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Wet or dry rot.</li> <li>• Loss or damage due to any gradually operating cause.</li> </ul>
1 Fire, smoke, explosion, lightning or earthquake	
2 Storm or flood	<ul style="list-style-type: none"> <li>• Loss or damage caused:               <ul style="list-style-type: none"> <li>a by frost, subsidence, heave or landslip;</li> <li>b to fences and gates.</li> </ul> </li> <li>• Loss or damage to basement rooms as a result of a rise in the <b>water table</b>.</li> </ul>
3 Subsidence or heave of the site beneath the <b>buildings</b> , or landslip	<ul style="list-style-type: none"> <li>• Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the <b>home</b> is damaged at the same time and by the same cause.</li> <li>• Damage caused by:               <ul style="list-style-type: none"> <li>a the normal settlement or bedding down of new structures;</li> <li>b the settlement or movement of made-up ground;</li> <li>c coastal or river erosion; or</li> <li>d defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> </li> <li>• Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the <b>home</b> are damaged at the same time by the same cause.</li> <li>• Damage which originated prior to inception of this policy.</li> <li>• Damage resulting from:               <ul style="list-style-type: none"> <li>i demolition, construction, structural alteration or repair to the <b>buildings</b>; or</li> <li>ii groundworks or excavation.</li> </ul> </li> <li>• Any loss or damage where compensation is provided by contract or legislation.</li> <li>• The <b>excess</b> shown in the certificate.</li> </ul>
4 Riot, civil commotion, strikes, labour disturbances	
5 Malicious acts	<ul style="list-style-type: none"> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied or unfurnished</b>.</li> <li>• Loss or damage caused by <b>you, your family</b>, paying guests or tenants.</li> </ul>
6 Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance	<ul style="list-style-type: none"> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied or unfurnished</b>.</li> <li>• Repairs to tanks, pipes or appliances unless caused by freezing.</li> <li>• Loss or damage caused by subsidence or heave of the site beneath the <b>buildings</b>, or landslip (refer to cause 3 for details of the cover provided by this policy).</li> <li>• Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.</li> <li>• Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.</li> </ul>

7	Impact with the <b>buildings</b> by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> <li>Loss or damage caused by domestic pets.</li> </ul>
8	Theft or attempted theft	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Loss or damage whilst the <b>buildings</b> or any part of them are lent, let, sub-let or occupied by anyone other than <b>you</b> or <b>your family</b>, except where there is forcible and violent entry or exit.</li> <li>Loss or damage caused by <b>you, your family</b>, paying guests or tenants</li> </ul>
9	Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
10	Falling trees or branches	<ul style="list-style-type: none"> <li>Loss or damage to gates or fences.</li> <li>The cost of the removal of the tree or branch unless damage has been caused to the <b>buildings</b> by its fall.</li> <li>Damage caused by felling, lopping, or topping of trees.</li> </ul>
11	Falling television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> <li>Loss or damage to the aerials, aerial fittings, satellite dishes or masts.</li> </ul>

## Extensions to Section 1 – Buildings

What is insured	What is not insured
<p><b>A Fees and other Expenses</b>  <b>We</b> will pay the reasonable costs necessarily incurred by <b>you</b> with <b>our</b> written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:</p> <ol style="list-style-type: none"> <li>architects, surveyors, legal and other fees;</li> <li>the cost of clearing the site and making the <b>buildings</b> safe; and</li> <li>the additional <b>cost of rebuilding</b> or repair of the damaged part of the <b>buildings</b> solely to comply with any government or local authority requirements, unless <b>you</b> were given notice of the requirement before the loss or damage occurred.</li> </ol>	<ul style="list-style-type: none"> <li>Fees for preparing any claim.</li> <li>Costs for complying with requirements <b>you</b> were notified of before the loss or damage.</li> </ul>
<p><b>B Rent and Alternative Accommodation</b>  If the <b>home</b> is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy <b>we</b> will pay:</p> <ol style="list-style-type: none"> <li>up to two year's rent that <b>you</b> are responsible for paying or would have received until the <b>home</b> is again fit to live in.</li> <li>the reasonable extra accommodation costs, incurred with <b>our</b> written consent, for <ol style="list-style-type: none"> <li><b>you, your family</b>; and</li> <li><b>your</b> domestic pets;</li> </ol> until the <b>home</b> is again fit to live in.</li> </ol>	

<p><b>C Glass or Sanitaryware</b>  <b>We</b> will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the <b>buildings</b>, and ceramic hobs fixed to and forming part of the <b>home</b>.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Damage to ceramic hobs in movable cookers.</li> <li>• Damage to secondary double glazing whilst removed for any reason.</li> <li>• Malicious damage caused by <b>you, your family</b>, paying guests or tenants.</li> </ul>
<p><b>D Underground Pipes and Cables</b>  <b>We</b> will pay:</p> <ol style="list-style-type: none"> <li>a the cost of repair following accidental damage by external means to cables, underground pipes or underground tanks all servicing the <b>home</b> and for which <b>you</b> are legally responsible; and</li> <li>b up to £1,000 for breaking into and repairing an underground pipe for which <b>you</b> are legally responsible and which services the <b>home</b> where it is essential to clear a blockage.</li> </ol>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.</li> <li>• Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.</li> </ul>
<p><b>E Your Liability to the Public</b>  <b>We</b> will pay for damages and claimants' costs and expenses which <b>you</b> become legally liable to pay for accidental:</p> <ol style="list-style-type: none"> <li>a death of any person;</li> <li>b bodily injury to any person;</li> <li>c illness or disease of any person; or</li> <li>d damage to material property;</li> </ol> <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> <li>• any one claim; or</li> <li>• series of claims;</li> </ul> <p>made against <b>you</b> arising out of any one event occurring during the period of insurance and incurred:</p> <ol style="list-style-type: none"> <li>i solely as owner (not as occupier) of the <b>home</b> or the land belonging to the <b>home</b>; or</li> <li>ii in connection with any previous private residence which <b>you</b> owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that <b>you</b> had disposed of all legal title and interest at the time of such occurrence;</li> </ol> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> written consent in the defence of any claim made against <b>you</b>.  <b>We</b> reserve the right to withdraw <b>our</b> support in the defence of any claim if <b>we</b> decide the prospect of success of any judgement or potential judgement are insufficient to justify <b>our</b> continuing support. If <b>you</b> cancel, or do not renew, section 1 of <b>your</b> policy following the sale or disposal of <b>your home</b> the cover provided by paragraph ii for that <b>home</b> will continue for seven years after this section expires.</p>	<ul style="list-style-type: none"> <li>• Liability arising directly or indirectly from: <ol style="list-style-type: none"> <li>a any profession, business or employment;</li> <li>b the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);</li> <li>c any agreement unless <b>you</b> would have been liable had the agreement not been made;</li> <li>d death, injury, illness or disease of any member of <b>your family</b> or a domestic employee;</li> <li>e loss or damage to property owned, occupied or in the custody or control of <b>you, your family</b> or any domestic employee; or</li> <li>f the charging of any electric vehicle that is not situated within the boundary of the <b>home</b>.</li> </ol> </li> <li>• Liability if <b>you</b> have any other insurance policy that covers the same loss.</li> <li>• Liability: <ol style="list-style-type: none"> <li>i arising more than seven years after the expiry or cancellation of section 1 of this policy; or</li> <li>ii if <b>you</b> are <b>insured</b> under a more recently effected or current policy.</li> </ol> </li> </ul>
<p><b>F Purchaser's Interest</b>  If <b>you</b> have contracted to sell the <b>buildings</b> and the purchaser has not <b>insured</b> the property before completion, the purchaser will have the contractual right to the benefit of section 1 of this policy between exchange of contracts and completion of the sale provided the purchaser completes the purchase.</p>	

<p><b>G Trace and Access</b>  <b>We</b> will pay up to £5,000 for the reasonable costs incurred with <b>our</b> consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</p>	<ul style="list-style-type: none"> <li>Loss or damage to the heating or water system.</li> </ul>
<p><b>H Emergency Access</b>  <b>We</b> will provide cover for damage to the <b>home</b> and garden caused by forced access by the fire, police or ambulance services as a result of an emergency.</p>	
<p><b>I Door Locks</b>  <b>We</b> will pay up to £1,000 in respect of replacement locks for external doors to the <b>buildings</b> if <b>your</b> keys are stolen or lost.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate.</li> <li>Thefts not reported to the police.</li> </ul>

## Optional Extensions to Section 1 – Buildings

This cover does not apply unless the certificate states that accidental damage is included.

What is insured	What is not insured
<p><b>Accidental damage to the buildings</b></p>	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate.</li> <li>Damage whilst the <b>buildings</b> or any part of them are lent, let, or sub-let, or are left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Damage caused by: <ul style="list-style-type: none"> <li>i faulty workmanship, defective design or the use of defective materials;</li> <li>ii wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin;</li> <li>iii domestic pets;</li> <li>iv movement, settlement or shrinkage in any part of the <b>buildings</b>;</li> <li>v movement of the land belonging to the <b>buildings</b>; or</li> <li>vi demolition or structural alteration or repair.</li> </ul> </li> <li>Any destruction or damage otherwise shown as not <b>insured</b> under section 1 of this policy.</li> <li>Market depreciation, the cost of maintenance and redecoration.</li> <li>The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.</li> </ul>

## Section 1 – Basis of Claims Settlement

- a **We** will pay up to the sum insured for **buildings** shown in the certificate (plus any Index Linking adjustment applicable) for the **cost of rebuilding**, repairing or replacing the damaged parts of the **buildings**, inclusive of any amount which may become payable under extension A of section 1 of this policy.
- b If the **buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **buildings** prior to the loss or damage and the market value of the **buildings** following the loss or damage.
- c If the **buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- d If at the time of any loss the sum insured is less than the **cost of rebuilding**, **your** claim will be reduced in direct proportion to the degree of underinsurance. For example, if the sum insured under section 1: **buildings** only covers half the **cost of rebuilding** the **buildings**, **we** will only pay half the cost of the repair or replacement.
- e **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- f Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

## Automatic Reinstatement

**We** will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

## Section 2 - Contents

See definitions Page 7 and Page 8

What is insured	What is not insured
Loss of or damage to the <b>contents</b> by the following causes:	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage due to any gradually operating cause.</li> </ul>
1 Fire, smoke, explosion, lightning, earthquake	
2 Storm or flood	<ul style="list-style-type: none"> <li>• <b>Contents</b> in the open at the time of any loss or damage.</li> <li>• Loss or damage to <b>contents</b> in basement rooms as a result of a rise in the <b>water table</b>.</li> </ul>
3 Subsidence or heave of the site beneath the <b>buildings</b> , or landslip	<ul style="list-style-type: none"> <li>• Loss or damage caused by:               <ol style="list-style-type: none"> <li>a the normal settlement or bedding down of new structures;</li> <li>b the settlement or movement of made-up ground;</li> <li>c coastal or river erosion; or</li> <li>d defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ol> </li> <li>• Damage resulting from:               <ol style="list-style-type: none"> <li>i demolition, construction, structural alteration or repair to the <b>buildings</b>; or</li> <li>ii groundworks or excavation.</li> </ol> </li> </ul>
4 Riot, civil commotion, strikes, labour disturbances	
5 Malicious acts	<ul style="list-style-type: none"> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage caused by <b>you, your family</b>, paying guests or tenants.</li> </ul>
6 Escape of water from a fixed water or heating installation, or plumbed in domestic appliance	<ul style="list-style-type: none"> <li>• Damage to the installation or appliance from which the water escapes.</li> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage caused by subsidence or heave of the site beneath the <b>buildings</b>, or landslip (refer to cause 3 for details of the cover provided by this policy).</li> <li>• Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.</li> <li>• Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.</li> </ul>
7 Impact with the <b>buildings</b> by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> <li>• Loss or damage caused by domestic pets.</li> </ul>

8 Theft or attempted theft	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Loss or damage caused by <b>you, your family</b>, paying guests or tenants.</li> <li>Loss or damage whilst the <b>buildings</b> or any part of them are lent, let, sub-let or occupied by anyone other than <b>you</b> or <b>your family</b> except when force and violence are used to gain entry or exit.</li> </ul>
9 Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Damage to the appliance from which the oil escapes.</li> </ul>
10 Falling trees or branches	<ul style="list-style-type: none"> <li>Loss or damage arising from felling, lopping or topping of trees.</li> </ul>
11 Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> <li>Loss or damage arising from erection, dismantling, repair or maintenance.</li> </ul>

## Extensions to Section 2 - Contents

What is insured	What is not insured
<p><b>A Temporary Removal of Contents</b>  <b>We</b> will pay for <b>contents</b> lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the <b>home</b> but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:</p> <p>a up to £5,000 in respect of <b>contents</b> whilst in university halls of residence or in student accommodation or otherwise; or</p> <p>b up to 20% of the <b>contents</b> limit shown in the certificate.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate (or £100 in respect of <b>contents</b> whilst in university halls of residence or in student accommodation if greater).</li> <li>Loss or damage in a furniture depository.</li> <li>Loss or damage caused by storm or flood to property not in a building.</li> <li>Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ul style="list-style-type: none"> <li>a a building; or</li> <li>b in the case of halls of residence or student accommodation, a locked room.</li> </ul> </li> </ul>
<p><b>B Rent and Alternative Accommodation</b>  If the <b>home</b> cannot be lived in as a result of loss or damage to the <b>contents insured</b> under section 2 of this policy <b>we</b> will pay:</p> <p>a up to 12 months rent that <b>you</b> are responsible for paying as occupier until the <b>home</b> is again fit to live in;</p> <p>or</p> <p>b the reasonable extra accommodation costs, incurred with <b>our</b> written consent for</p> <ul style="list-style-type: none"> <li><b>you, your family</b>; and</li> <li><b>your</b> domestic pets;</li> </ul> until the <b>home</b> is again fit to live in.	
<p><b>C Deep Freezer Contents</b>  <b>We</b> will pay for food in a domestic deep freezer in the <b>home</b> made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate.</li> <li>Loss due to the deliberate act of the supply authority.</li> <li>Loss if the freezer is more than 10 years old at the date of loss.</li> </ul>

<p><b>D Mirrors and Glass</b>  <b>We</b> will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceram ceramic hobs forming part of a movable cooker.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Malicious damage caused by <b>you, your family</b>, paying guests or tenants.</li> <li>• Damage to ceramic hobs fixed to and forming part of the <b>home</b>.</li> </ul>
<p><b>E Audio and Audio Visual Equipment</b>  Accidental damage to:  a televisions;  b audio and visual equipment; and  c home computer and games console equipment;  which are owned by <b>you</b> or <b>your family</b>, or for which <b>you</b> are legally responsible.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.</li> <li>• Damage to records, tapes, discs or computer software.</li> <li>• Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.</li> <li>• Damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Wear and tear and depreciation.</li> <li>• Malicious damage caused by <b>you, your family</b>, paying guests or tenants.</li> </ul>
<p><b>F Tenants Liability</b>  (applicable if the <b>buildings</b> are rented)  Any amount which <b>you</b> become legally liable to pay as a tenant, and not as an owner of the <b>buildings</b> up to 20% of the <b>contents</b> limit shown in the certificate in respect of:  a Damage to the <b>buildings</b> by any of the causes 1-11 of section 1 of this policy.  b Accidental breakage and damage as described in extensions C and D of section 1 of this policy.</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage caused by <b>you, your family</b>, paying guests or tenants.</li> </ul>
<p><b>G Contents in the Garden</b>  <b>We</b> will pay up to £1,000 for loss or damage by causes 1-11 of section 2 for <b>contents</b> in the open within the boundaries of <b>your home</b>. This includes cover for flowers, plants, shrubs or trees in pots or containers.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Flowers, plants, shrubs, trees and any growing matter not in pots or containers.</li> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage caused by storm or flood.</li> </ul>
<p><b>H Door Locks</b>  <b>We</b> will pay up to £1,000 in respect of replacement locks for external doors to the <b>buildings</b> if <b>your</b> keys are stolen or lost.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Thefts not reported to the police.</li> </ul>
<p><b>I Loss of Oil and Metered Water</b>  <b>We</b> will pay up to £1,500 for:  a the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation; and  b additional metered water charges incurred by <b>you</b> and resulting from any of the causes 1-11 of section 2 of this policy.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss otherwise shown as not <b>insured</b> under section 2 of this policy.</li> <li>• Loss if the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Accidental loss of metered water costs recovered from the responsible water authority.</li> </ul>
<p><b>J Reinstatement of Title Deeds</b>  <b>We</b> will pay up to £2,500 in respect of the replacement of title deeds to <b>your home</b> if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in <b>your home</b> or lodged with <b>your</b> solicitor, bank or building society.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.</li> </ul>

<p><b>K Public and Personal Liability</b>  <b>We</b> will pay for damages and claimants' costs and expenses which <b>you</b> or any member of <b>your family</b> become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> <li>a death of any person;</li> <li>b bodily injury to any person;</li> <li>c illness or disease of any person; or</li> <li>d damage to material property;</li> </ul> <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> <li>• any one claim; or</li> <li>• series of claims;</li> </ul> <p>made against <b>you</b> or a member of <b>your family</b> arising out of any one event, occurring during the period of insurance and incurred:</p> <ul style="list-style-type: none"> <li>i solely as occupiers, (but not owners) of the <b>home</b> or the land belonging to the <b>home</b>; or</li> <li>ii in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.</li> </ul> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> written consent in the defence of any claim made against <b>you</b> or <b>your family</b>.</p> <p><b>We</b> reserve the right to withdraw <b>our</b> support in the defence of any claim if <b>we</b> decide the prospect of success of any judgement or potential judgement are insufficient to justify <b>our</b> continuing support.</p>	<ul style="list-style-type: none"> <li>• Death, bodily injury, illness or disease to any member of <b>your family</b> or domestic employee.</li> <li>• Loss or damage to property owned by, or in the custody or control of, <b>you</b> or any member of <b>your family</b> or any person permanently residing with <b>you</b>.</li> <li>• Liability arising directly or indirectly from the transmission of any communicable disease or virus by <b>you</b> or any member of <b>your family</b>.</li> <li>• Liability arising directly or indirectly as a result of a criminal act by <b>you</b> or any member of <b>your family</b>.</li> <li>• Any agreement unless <b>you</b> would have been liable had the agreement not been made.</li> <li>• The ownership, use or possession of any: <ul style="list-style-type: none"> <li>i lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft);</li> <li>ii mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs);</li> <li>iii animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or</li> <li>iv firearms, other than properly licensed shotguns.</li> </ul> </li> <li>• Any profession, business or employment.</li> <li>• Any claim or other proceedings against <b>you</b> or <b>your family</b> lodged or prosecuted in a court outside the United Kingdom.</li> <li>• Liability if <b>you</b> have any other insurance policy that covers the same loss.</li> <li>• Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the <b>home</b>.</li> </ul>
<p><b>L Reverse Liability</b>  <b>We</b> will pay all sums which <b>you</b> have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:</p> <ul style="list-style-type: none"> <li>a if the position of <b>you</b> and the responsible party had been reversed, <b>you</b> would have been entitled to indemnity under extension K, subject to the limit of indemnity under extension K;</li> <li>b the liability giving rise to the court award occurs during the period of insurance; and</li> <li>c <b>You</b> agree to allow <b>us</b> to enforce any rights or remedies which <b>we</b> will become entitled to upon making payment.</li> </ul>	<ul style="list-style-type: none"> <li>• Any amount whilst any appeal is pending.</li> </ul>

<p><b>M Accidents to Domestic Employees</b>  <b>We</b> will pay for damages and claimants' costs and expenses which <b>you</b> or a member of <b>your family</b> become legally liable to pay as compensation for accidental:</p> <ul style="list-style-type: none"> <li>a death of;</li> <li>b bodily injury to; or</li> <li>c illness or disease of;</li> </ul> <p>any domestic employee in connection with:</p> <ul style="list-style-type: none"> <li>a any one claim; or</li> <li>b series of claims;</li> </ul> <p>made against <b>you</b> or <b>your family</b> arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> written consent in the defence of any claim made against <b>you</b> or <b>your family</b>.</p> <p>The most <b>we</b> will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any legal costs and expenses.</p>	<ul style="list-style-type: none"> <li>• Liability arising directly or indirectly from the transmission of any communicable disease or virus by <b>you</b> or any member of <b>your family</b>.</li> <li>• Any agreement unless <b>you</b> would have been liable had the agreement not been made.</li> <li>• Any claim or other proceedings against <b>you</b> or <b>your family</b> lodged or prosecuted in a court outside the United Kingdom.</li> <li>• Liability arising from any business or profession</li> <li>• Liability for death of, bodily injury to, or illness or disease of any member of <b>your family</b>.</li> <li>• Liability for which compulsory insurance or security is required by any road traffic legislation.</li> </ul>
<p><b>N Fatal Accident</b>  <b>We</b> will pay £5,000 if <b>you</b> or <b>your</b> partner die, either separately or together, as a result of an injury in the <b>home</b> caused by fire or an assault by intruders, within 90 days of the incident.</p>	
<p><b>O Household Removals</b>  Accidental damage to <b>contents</b> whilst in transit by professional removal contractors from the <b>home</b> to <b>your</b> new permanent <b>home</b> within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• <b>Valuables</b> and <b>money</b>.</li> <li>• Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.</li> <li>• Any loss or damage not notified to the removal contractors within 7 days of the removal to <b>your</b> new permanent home.</li> </ul>
<p><b>P Shopping in Transit</b>  <b>We</b> will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to <b>your</b> home.</p>	<ul style="list-style-type: none"> <li>• Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.</li> </ul>
<p><b>Q Audio or Visual Downloads</b>  <b>We</b> will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of section 2 of this policy.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> </ul>
<p><b>R Weddings, Birthdays and Christmas</b>  The <b>contents</b> limit shown in the certificate will be automatically increased by:</p> <ul style="list-style-type: none"> <li>a 10% during the month of December;</li> <li>b 10% for 30 days before and after <b>your</b> wedding day;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>c 10% for 7 days after <b>your</b> birthday;</li> </ul> <p>to cover christmas, wedding or birthday gifts.</p>	

## Optional Extensions to Section 2 - Contents

What is insured	What is not insured
<p>A Accidental damage to <b>contents</b> when in <b>your home</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Clothing (including furs), <b>money, credit cards</b>, contact and corneal lenses, and food.</li> <li>• Loss or damage if the <b>buildings</b> are lent, let or sub-let in whole or in part, or are left <b>unoccupied or unfurnished</b>.</li> <li>• Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration.</li> <li>• Damage caused by domestic pets.</li> <li>• Damage caused by mechanical or electrical fault or breakdown or misuse.</li> <li>• Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.</li> <li>• Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured.</li> <li>• Confiscation or detention.</li> </ul>

### Section 2 – Basis of Claims Settlement

- a **We** will pay up to the **contents** limit shown in the certificate for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- b The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the **contents** limit shown in the certificate.
- c The maximum amount **we** will pay for any valuable item is £2,500, unless specifically insured.
- d The maximum amount that **we** will pay in respect of any one loss under section 2 of this policy is the **contents** limit stated in the certificate for section 2.
- e If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the **contents** limit shown in the certificate, **we** will pay only that proportion of the loss which the **contents** limit bears to the replacement cost.
- f **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- g In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered. In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered
- h Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- i The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

### Automatic Reinstatement

The **contents** limit shown in the certificate will not be reduced by the amount of any claim unless **we** give written notice to the contrary.

## Section 3 - Extra Protection

See definitions Page 7 and Page 8

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

### A Unspecified Articles, Personal Money and Credit Cards

What is insured	What is not insured
<p>Accidental loss or damage to unspecified articles comprising:</p>	
<p>a Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, <b>pedal cycles</b> and other portable <b>personal effects</b> up to a limit of £1,500 any one item.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Any loss or damage to contact or corneal lenses.</li> <li>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</li> <li>• Documents or securities.</li> <li>• Household goods, foodstuffs and domestic appliances.</li> <li>• Property more specifically insured.</li> <li>• Sports equipment whilst in use.</li> <li>• Equipment used for winter sports, water sports and camping.</li> <li>• Collections of stamps, coins and medals.</li> <li>• Televisions, audio and audio visual equipment.</li> <li>• Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.</li> <li>• Tools or instruments used or held for business or professional purposes.</li> <li>• Loss listed under What is not insured by Section 3.</li> </ul>
<p>b Personal <b>money</b> and <b>credit cards</b>. Loss of <b>money</b> belonging to <b>you</b> or <b>your family</b> up to £750 any one loss. <b>Money</b> comprising personal <b>money</b> held for private purposes by <b>you</b> or <b>your family</b> including bank notes used as legal tender, postal stamps (not in a collection), postal and <b>money</b> orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Depreciation in the value of <b>money</b>.</li> <li>• Loss of <b>money</b> caused by accounting errors or omissions.</li> <li>• Loss of <b>money</b> not reported to the police within 24 hours of discovery of loss.</li> <li>• Loss of <b>money</b> held for business or professional purposes.</li> <li>• Loss listed under What is not insured by Section 3.</li> </ul>

**Your** liability under the terms of the personal **credit cards** including cheque, debit, charge or cash cards, issued in the British Isles to **you** or **your family**, up to a maximum of £1,000 any one loss.

- The **excess** shown in the certificate.
- Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- Losses not reported to the police within 24 hours of discovery of loss.
- Any loss as a result of unauthorised use by a member of **your family** or a person residing with **you**.
- Loss listed under What is not insured by Section 3.
- Loss caused by accounting errors or omissions.
- Depreciation in value.

## B Specified Articles

What is insured	What is not insured
Loss or damage to articles specified in the Appendix to Section 3 in the certificate	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage listed under What is not insured by Section 3.</li> <li>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</li> <li>• Sports equipment whilst in use.</li> <li>• Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.</li> </ul>

## Section 3 – Basis of Claims Settlement

- We** will pay up to the sum insured (subject to any limits) shown in **your** certificate for the cost of replacing as new (or at **our** option **we** will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **pedal cycles**.
- In the event of loss or damage to any article forming part of a pair or set, **we** will not pay more than the value of the individual article lost or damaged.
- In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.  
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **we** will pay for any one loss is £75 in respect of these items.
- Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- In respect of articles specified in section 3B in the event of the sum insured being insufficient to cover the full value of the article **we** reserve the right to reduce the amount of any claim payment.

### What is not insured by Section 3

- a Electrical, electronic or mechanical breakdown or derangement.
- b Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- c Damage to watches and clocks caused by overwinding.
- d Loss of or damage:
  - i by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
  - ii to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **you** or a member of **your family**);
  - iii arising from confiscation or detention by customs or other officials;
  - iv to musical instruments in respect of loss of tone or replacement of strings or drum skins; or
  - v caused by domestic pets.
- e Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- f Theft of unattended **pedal cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- g Loss or damage
  - i To any **pedal cycles** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
  - ii To tyres and accessories of any **pedal cycles** unless the **pedal cycles** is lost or damaged at the same time.

## Section 4 - Family Legal Expenses Insurance

Your certificate will indicate if this section applies to your policy.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **we** act.

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

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

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

### IMPORTANT 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 conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving 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 more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Duty of Disclosure

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

#### 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.

## Definitions

Wherever the following words and phrases appear in the Section 4 of this policy they will always have these meanings:

### Adviser

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

### Advisers' Costs

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

### Conditional Fee Agreement

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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

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

### Data Protection Legislation

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The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Event**.

### Disclosure Breach

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

### Excess

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

**Property Infringement section:** £250.

**All other sections:** Nil.

### Insured Event

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

### Insurer

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AmTrust Europe Limited

### Legal Action(s)

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The pursuit or defence of civil legal cases for damages or injunctions

### Legal Helpline

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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

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The maximum payable in respect of an **insured event** is stated below:

All sections: £50,000

### Period of Insurance

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

### Standard Advisers' Costs

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

### Territorial Limits

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The United Kingdom

## We/Us/Our

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

## You / Your

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **your family** members normally resident with **you**. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

## Vehicle

Any motor **vehicle** or motorcycle owned by **you**.

## A Cover

**The insured is only covered for the specific section of cover as operative in the insurance certificate.**

### Consumer Pursuit

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> following a breach of a contract <b>you</b> have for buying or renting goods or services for <b>your</b> private use. This includes the purchase of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the purchase of <b>your</b> main home, the purchase must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

### Personal Injury

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible.</p> <p>If the <b>Legal Action</b> is going to be decided by a court in England or Wales and the damages <b>You</b> are claiming are above the small claims track limit, the <b>Adviser</b> must enter into a <b>Conditional Fee Agreement</b> which waives their own fees if <b>You</b> fail to recover the damages that <b>You</b> are claiming in the <b>Legal Action</b> in full or in part. If the damages <b>You</b> are claiming are below the small claims track limit <b>Advisers' Costs</b> will not be covered but <b>You</b> can access the <b>Legal Helpline</b> for advice on how to take <b>Your</b> case further.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• For stress, psychological or emotional injury</li><li>• For illness, personal injury or death which is caused gradually or is not caused by a specific event</li><li>• Involving a <b>vehicle</b> owned or driven by <b>you</b></li></ul>

## Property Infringement

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to <b>your</b> main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

## Property Damage

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to <b>your</b> main home. The damage must have been caused after <b>you</b> first purchased this insurance.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li></ul>

## Consumer Defence

What is insured	What is not insured
<p><b>Advisers' costs</b> to defend a <b>legal action</b> brought against <b>you</b> following a breach of a contract <b>you</b> have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the sale of <b>your</b> main home, the sale must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li></ul>

## Telephone Helplines

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### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

Simply telephone 0344 770 1040 and quote "Discount Insurance **Family** Legal Expenses".

## B General Exclusions

### 1. There is no cover where:

- The **insured event** began to start or had started before **you** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- **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
- Where **you** have other legal expenses insurance cover

### 2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **advisers' costs** in **excess** of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- **Advisers' costs** arising from any private prosecution
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims

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

- Planning law
- Constructing buildings or altering their structure
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **you** owning or living in **your** home
- A manufacturer's warranty or guarantee

### 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.

## C Conditions

### 1. Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance advisor providing fourteen days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

**We** may cancel the insurance by giving fourteen days notice in writing to **you** at the address shown on the certificate, or alternative address provided by **you**. No refund of premium shall be made.

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

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

### 2. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. **You** can complete and submit **your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued 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 there shall be no further cover for **advisers' costs** 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 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 any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs 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.

### 3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), 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.

### 4. Prospects of Success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- 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

### 5. English Law and Language

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

### 6. 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.

### 7. Disclosure

If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker, may:

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

### 8. Fraud

In the even 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.

### 9. 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.

## D Customer Services Information

### How to make a claim

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

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

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

### Data Protection

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

### Customer Service

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

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

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 0120 661 5000  
Email: [customerservices@arclegal.co.uk](mailto:customerservices@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

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

**Authorisation**

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

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

# Section 5: Home Emergency Insurance

## Introduction

Thank you for choosing Discount Insurance to protect your home. Your policy is underwritten by UK General Insurance Limited, on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Business and Domestic Insurance Services and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

If an emergency occurs in your home, then in exchange for your premium payment and subject to the terms of the policy, our policy will:

- Arrange for one of our approved contractors to visit your home and provide assistance.

This is subject to:

- The policy being suitable for you, shown on page 3; and
- The 'General policy conditions'; and
- The 'General exclusions'.

It is important that you check your policy schedule to make sure your details are correct, as together with this policy wording, these documents form the policy contract between you and us.

You need to make sure that you answer any questions that we or your broker ask you, truthfully and correctly. If you provide information which is untrue or incorrect, it may mean that we cannot pay your claim and could also mean that your policy is invalid.

## Important Numbers

To make a claim please contact CET Structures Ltd on telephone number 01332 818139. For any other enquiries, please contact 0800 294 4522.

## Changing your mind

If you decide for any reason that you do not want this insurance policy, then please contact Discount Insurance.

- If you do this within 14 days of taking out this policy, or the date which you received your documents if this is later, then the premium you have paid will be refunded in full. This is known as the 'cooling off period'.
- If you change your mind after the 14 day cooling off period and you have paid your premium in full, we will give you a pro-rata refund of your premium, based on the number of whole months remaining between your cancellation date and the end date of the policy shown on your schedule. If you have made a claim under this policy then you will not receive any refund.

On behalf of UK General Insurance Limited



Karen Beales  
Managing Director

## Definitions

Certain words in this policy have a special meaning. These meanings are explained below and these include the singular or plural where appropriate.

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### Assistance

The work which our approved contractor will complete in your home in response to an emergency. This will be a temporary repair to make the damaged item safe or to limit further damage.

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### Beyond economical repair

If cost of repairing an item exceeds the cost of replacing it entirely. The value of the item is calculated taking into account its age, condition and the type of item that it is (e.g. make and model of an appliance). This total is compared to the costs of any parts and labour needed for repair.

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### Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

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### Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

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### Emergency

A sudden and unexpected event which if not dealt with quickly, may:

- Lead to further damage; or
- Leave your home unsafe or unsecured; or
- Cause danger to you or any other permanent resident of your home.

This policy will only cover events which are emergencies.

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### Geographical limits

England, Scotland, Wales and Northern Ireland.

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### Home

The address shown on your schedule and which:

- Is your main domestic residence, not used for commercial purposes;
- Has its own self-contained primary heating system;
- Has a maximum of 5 bedrooms; and
- Is located within the geographical limits shown above.

Integral and attached garages are covered as long as these are used for domestic purposes only. Standalone or separate garages are not covered.

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### Period of cover

12 months from the start date shown on your schedule.

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### Primary heating system

The main domestic central heating and hot water system in your home. This includes (but is not limited to):

- Boiler;
- Programmer and/or room thermostat;
- Pumps; and
- Hot water cylinder and radiators.

Solar systems, warm air systems, log burners and open fires, underfloor systems, unvented systems or any non-domestic boilers or sources of heating, are not covered under this policy.

## Schedule

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The document which accompanies this policy wording and which shows your personal details, your home address and the period of cover.

## We (Inc. 'Us' & 'Our')

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UK General Insurance Limited on behalf of Great Lakes Insurance SE.

## You (Inc. 'Your')

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The person who has taken out this insurance, who lives permanently in the home and who is shown on the schedule as the 'Policyholder'.

From this point onwards if a word or phrase appears in bold type it will have the meaning explained above.

## Is this UK General Home Emergency Insurance suitable for you?

This policy might suit <b>you</b> , if:	This policy will not suit <b>you</b> , if:
<p><b>Your home</b> is located within the <b>geographical limits</b>, does not have more than 5 bedrooms and will not be unoccupied for more than 30 consecutive days at any one time.</p> <p><b>You</b> are not aware of any existing faults or problems which are likely to lead to an <b>emergency</b>.</p> <p><b>You</b> are able to comply with, and agree to, the policy conditions on pages 4 and 5.</p> <p><b>You</b> maintain <b>your home</b> and arrange for servicing, inspection and repair of items and fixtures when required, in order to keep <b>your home</b> in good working order and address any issues caused by wear and tear.</p>	<p><b>Your home</b> is not located within the <b>geographical limits</b>, or it has more than 5 bedrooms, or it will be unoccupied for more than 30 consecutive days at any one time.</p> <p><b>You</b> are aware of existing faults or problems; claims due to existing faults or problems will not be covered.</p> <p><b>You</b> are not able to comply with, or do not agree to, the policy conditions on pages 4 and 5.</p> <p><b>You</b> do not maintain <b>your home</b> and <b>you</b> do not arrange for servicing, inspection or repair of items and fixtures when required. Claims due to lack of maintenance or wear and tear, will not be covered.</p>

## Basis of cover

### Emergency events

This policy will only provide **assistance** with **emergency** events in **your home**. The policy will not cover maintenance or wear and tear issues. The claims handler will advise **you** if the event is an **emergency** and covered by the policy.

### Gas Leaks

A gas leak is the responsibility of the distributor for that area. If **you** smell gas or think that there is a gas leak in **your home**, **you** should contact the National Gas Emergency Service on 0800 111999. An approved contractor will not be able to attend **your home** until gas leaks have been made safe.

### Pay on Use

This policy will only cover **emergencies**. For issues which are not covered by this policy, **we** may be able to contact an approved contractor to help **you** on a 'pay on use' basis. This means that **you** would be responsible for paying for the full cost of all fees.

### Boilers / Gas powered heating or hot water systems

It is not a policy requirement to have had these serviced prior to the start of the **period of cover**. However **you** are responsible for ensuring that **your** boiler or gas powered heating or hot water system is maintained to a safe standard. Claims due to wear and tear or lack of maintenance will not be covered. **Our** approved contractors will not be able to complete any work or repairs, to boilers or systems which are deemed to be unsafe due to poor installation or lack of maintenance.

No age limit applies to the boilers **we** will cover, but there may be some circumstances where because of the age of **your** boiler, or the availability of parts or the cost of repairs, **our** approved contractor may not be able to offer **you assistance**. In these cases **your** boiler will be treated as **beyond economical repair** and a one-off cash payment will be made to **you** of £250. Once we have issued this payment to **you**, no further cover will operate in respect of **your primary heating system**, until such time as you have replaced **your** boiler.

## General Policy Conditions

**You must comply with these in order to be covered by your policy.**

1. **We** will only pay for **assistance** for **emergencies** occurring at **your home**, subject to the cover **you** selected shown on **your schedule**.
2. Assistance visits:
  - a) The maximum number of **assistance** visits that **we** will pay for in any one **period of cover** is known as the 'call out limit'; the call out limit on this policy is five. Once the call out limit has been reached, **you** may not make any further claims during that **period of cover**. However if an **emergency** occurs the claims handler may be able to arrange a 'pay on use' service for **you** - 'Basis of cover' explains what this means. If **you** renew **your** policy **you** will be able to claim again, up to the call out limit for that **period of cover**.
  - b) If the approved contractor is unable to gain access to **your home**, the visit will be counted against the call out limit. If the contractor needs to return at a later date to complete repairs, **you** must ensure that they can gain access. If the contractor cannot access **your** home, **we** will not be able to provide further help beyond the **assistance** already given and **your** claim will be closed.
3. Reporting of claims:
  - a) Any risk of injury to people or of serious and major damage to **your home**, should be immediately reported to the supply company if appropriate (e.g. a gas leak), or the public emergency services. Please do this before **you** contact **us**, as **your** safety should always take priority.
  - b) **You** must not make any arrangements for repairs without authorisation from the claims handler. This is because **our** approved contractors may need to examine the **emergency** themselves, in order to confirm that it is covered by **your** policy.
4. Visiting **your home** to provide **assistance** is dependent on:
  - Weather conditions. If there is bad weather then the approved contractor may not be able to safely access **your home**. In some cases it may not be possible to provide immediate **assistance** e.g. Roof inspections if there are high winds.
  - Being able to reach **your home**. Transport delays (e.g. due to weather or industrial action), may mean the approved contractor cannot reach **your home**.The decision whether it is safe or possible to provide **assistance** is at the sole discretion of the claims handler. If it is not possible to provide **assistance**, then **you** will be advised of this and help will be rearranged for a time when it is possible to safely attend **your home**.
5. The approved contractor may use parts which are sourced from third parties, in addition to those sourced from the manufacturer or its approved suppliers. All of our approved contractor repairs are guaranteed for 12 months. In order to provide this guarantee our claims handler will work with a pre-approved supply network. **We** are therefore unable to accept responsibility for loss, damage or inconvenience resulting from delays in the delivery of parts. If **you** wish the approved contractor to use parts which are of a superior specification to the faulty part being replaced, then **you** will be responsible for paying the difference in cost.
6. **You** must ensure that all questions are answered correctly and truthfully and that all documents **you** submit to **us** are accurate. In the event that **you** provide **us** with information which is false or fraudulent, then **we** reserve the right not to pay **your** claim and to cancel **your** policy with no refund of premium. **We** may also share this information with the police and other insurance companies for fraud prevention.
7. Subrogation - this means that **we** reserve the right to take over **your** claim after **we** have paid it, in order to recover payment from a third party. This may include taking legal action against third parties in **your** name. **You** must co-operate with **us** if **we** choose to do this; any action **we**

- take will be at **our** expense.
8. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.
  9. This policy will end:
    - At the end of the **period of cover**; or
    - The date the policy is cancelled.
  10. There are certain changes which **you** must tell **your** broker about, as soon as they happen. These are:
    - If you change **your home** address.
 If **you** do not tell **your** broker about these changes, then this may mean that **we** cannot pay **your** claim.

## Your Cover

What <b>you</b> are covered for:	What <b>you</b> are not covered for:
<p><u>Electricity Supply</u></p> <p><b>Emergency</b> caused by the sudden and unexpected failure of, or damage to, the electricity system in <b>your home</b>.</p>	<p><u>Electricity Supply</u></p> <ul style="list-style-type: none"> <li>• Wiring which is not permanently installed or is portable - e.g. standalone lamps, festive lights etc.</li> <li>• Replacing plug fuses or light bulbs.</li> <li>• Resetting circuit breakers, where they can be reset by <b>you</b> and no associated repair work is needed to complete this.</li> <li>• Wiring or cabling situated on the exterior of <b>your home</b> - e.g. wiring to satellite dishes, aerials etc.</li> <li>• Loss of supply, or damage, where the whole of <b>your home</b> is not affected.</li> <li>• Claims in respect of burglar or fire alarms, CCTV systems, swimming pools and the associated heating and piping and installation and accessories.</li> </ul> <p>This is because these are not classed as an <b>emergency</b> which can be covered by this policy.</p> <ul style="list-style-type: none"> <li>• Claims where <b>our</b> approved contractor advises that the system fails to meet minimum safety requirements.</li> <li>• Claims where <b>our</b> approved contractor cannot complete repairs or replacements due to the age and/or poor condition of the system.</li> </ul> <p>This is because this is work which is beyond the scope of cover. Your home needs to be in a good state of repair at the start of the <b>period of cover</b>, in order for us to be able to cover <b>you</b> under this policy.</p>

### Plumbing & Drainage

- **Emergency** caused by the sudden and unexpected failure of, or damage to, the plumbing and/or drainage system, including the toilet(s) in **your home**, which causes one or more of the following:
  - o Internal water leakage;
  - o Flooding;
  - o Water damage.

**We** will only cover plumbing and drainage which is **your** sole responsibility and which is within the boundary of **your home**.

### Plumbing & Drainage

- General maintenance - e.g. dripping taps, leaking external overflows, etc.
- De-scaling or removal of hard water deposits, de-sludging and clearing of airlocks, corrosion.
- Leaks from household appliances, sinks, baths or showers where the leak only occurs when the item is in use.
- The underground water supply or drainage facilities which are outside **your home**.
- Macerators, cesspits and septic tanks.
- Plumbing and filtration systems for swimming pools or spa baths.
- Replacement of water tanks, hot water cylinders, or radiators.

This is because this is work which is beyond the scope of cover under this policy.

- Escape of water where it is not causing any damage or risk to **your** safety or the safety of any permanent resident in **your home**.
- Any water leak noises where there is no visible leak.

This is because the policy is designed to only provide **assistance** for **emergencies**.

- Repairs to domestic appliances where the leak is from the appliance itself.
  - Noisy pipes caused by cooling and heating.
- This is because this is not classed as an **emergency** which can be covered by this policy.

- Frozen pipe work.

This is because preventative steps such as insulating the pipe work can help prevent it freezing.

<p><b>Primary Heating System</b></p> <ul style="list-style-type: none"> <li>• <b>Emergency</b> caused by the sudden and unexpected and complete failure of the <b>primary heating system</b> in <b>your home</b>.</li> </ul>	<p><b>Primary Heating System</b></p> <ul style="list-style-type: none"> <li>• Boilers if <b>your home</b> has more than 5 bedrooms.</li> <li>• Oil contamination arising from leaks from oil powered boilers. <ul style="list-style-type: none"> <li>• Any repair or replacement which involves the removal of asbestos.</li> </ul> </li> <li>• Replacement of water tanks, hot water cylinders or radiators.</li> <li>• Fuel tanks and associated pipe work.</li> </ul> <p>This is because this work is beyond the scope of cover under this policy.</p> <ul style="list-style-type: none"> <li>• Lighting or re-setting of boilers, adjustment of operating controls, adjustment of time and/or temperature controls.</li> <li>• Loss of hot water if there is an alternative means of heating water - e.g. an immersion heater.</li> <li>• Faults which occur intermittently and do not result in a total failure of the primary heating system.</li> <li>• Boiler or system noise where there is no apparent fault and there has not a total failure of the primary heating system.</li> </ul> <p>This is because the policy will only provide <b>assistance</b> for <b>emergencies</b>.</p> <ul style="list-style-type: none"> <li>• Bleeding of radiators, de-scaling or removal of hard water deposits, de-sludging and clearing of airlocks, corrosion.</li> <li>• Any claims which are due to lack of maintenance or wear and tear.</li> </ul> <p>These issues can be addressed through routine maintenance in <b>your home</b>.</p> <ul style="list-style-type: none"> <li>• The repair or replacement of parts if your boiler is deemed to be beyond economic repair. Please refer to the section 'Boilers' in 'Basis of Cover'.</li> <li>• Frozen condensate pipes.</li> </ul> <p>This is because preventative steps such as insulating the pipe work, can help prevent it freezing.</p>
<p><u>Alternative Accommodation</u></p> <p>If an <b>emergency</b> means that <b>your home</b> is declared unsafe by our approved contractor, <b>we</b> will provide a contribution of £250, or the actual cost you incur – whichever is the lower amount - for the cost of alternative accommodation for <b>you</b> and the permanent residents of <b>your home</b>.</p>	<p><u>Alternative Accommodation</u></p> <ul style="list-style-type: none"> <li>• Claims where <b>your home</b> has not been declared unsafe by <b>our</b> approved contractor; or</li> <li>• Claims where <b>your</b> request for alternative accommodation has not been approved by the claims handler.</li> </ul> <p>In all cases the decision to pay is at the discretion of the claims handler. <b>We</b> will not cover claims where <b>you</b> have decided to pay for alternative accommodation if <b>your home</b> has not been declared unsafe.</p>

<p><u>Pest Control</u></p> <ul style="list-style-type: none"> <li>• <b>We</b> will assist with the removal of, or extermination of: <ul style="list-style-type: none"> <li>o Grey squirrels;</li> <li>o Hornets;</li> <li>o Wasps;</li> <li>o Rats; and</li> <li>o Mice.</li> </ul> </li> </ul>	<p><u>Pest Control</u></p> <ul style="list-style-type: none"> <li>• Claims for any pests which are not specifically listed under the 'What is covered' section of 'Pest Control'.</li> <li>• Damage caused to <b>your home's</b> structure, masonry, fixtures and fittings, by pests. This is because this is outside of the scope of cover of this policy.</li> <li>• Any <b>emergency</b> which has arisen because you have failed to follow previous guidance or instructions issued previously by <b>our</b> approved contractor, or claims handler.</li> <li>• Any pests <b>you</b> keep as domestic pets. Any damage which arises due to failure to follow guidance, could have been avoided. If <b>you</b> choose to keep any of the pests listed in this policy as a domestic pet in <b>your home</b>, then it will not be considered an <b>emergency</b>.</li> </ul>
<p><u>Roofing</u></p> <p>Emergency caused by damage to the roof of your home, as a result of bad weather conditions, or falling trees or branches.</p>	<p><u>Roofing</u></p> <ul style="list-style-type: none"> <li>• Flat roofs.</li> <li>• <b>Homes</b> covered by a management agreement. These are beyond the scope of cover of this policy. Homes covered by a management agreement, will need repairs to be arranged in accordance with the terms of that agreement.</li> <li>• <b>Homes</b> more than three storeys high. These <b>homes</b> will usually require specialist equipment in order to allow access to the roof. This is outside of the scope of cover of this policy.</li> </ul>

<p><u>Security</u></p> <p><b>Emergency</b> caused by the sudden and unexpected failure of external locks, or damage to external locks, where in all cases the failure or damage means that <b>you</b> are unable to access <b>your home</b>, or <b>you</b> are unable to secure it.</p>	<p><u>Security</u></p> <ul style="list-style-type: none"> <li>• Damage caused by theft or attempted theft. This is because this can be covered by a home insurance policy.</li> <li>• Failure of alarm systems, electronic access security systems or CCTV. This is because this work is beyond the scope of cover under this policy.</li> <li>• Double glazed windows unless both panes have been damaged.</li> <li>• Broken, damaged or defective locks, doors or windows which do not cause a security risk to <b>your home</b>.</li> <li>• Loss of keys for outbuildings, garages or sheds.</li> <li>• Loss of keys where an alternative set is available for <b>you</b> to use.</li> <li>• Broken or damaged doors where <b>your home</b> is otherwise secure and there is alternative access available, which can be safely used by <b>you</b> and the permanent residents of <b>your home</b>.</li> <li>• Replacement glazing unless the approved contractor has the appropriate glazing available at the time of the <b>assistance</b> visit. This is because this policy is designed to provide <b>assistance</b> for <b>emergencies</b> only. If replacement glazing is not available, the approved contractor will board up the broken glazing in order to make <b>your home</b> secure.</li> </ul>
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## General Exclusions

### These apply to all sections of cover

**We** will not cover:

1. Any claims which are made within 14 days of the start date of **your first period of cover**.
2. Any claim occurring before or after the **period of cover**. **We** will only pay claims which arise whilst **your** policy is in force.
3. Any loss or damage which is not classed as an **emergency** by the claims handler. **We** will not pay for any costs which are not directly specified in the '**Your** cover' section of this policy.
4. Gas leaks, as these must be reported straightaway to the National Gas Emergency Service on 0800 111999.
5. Any claims which result from faulty workmanship or manufacturer's defect or recall.
6. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
7. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
8. Any alteration, endorsement or amendment made to this policy unless we have specifically authorised this in writing. Any changes to the contents of this policy may only be authorised by us.
9. Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
10. Any direct or indirect consequence of:  
Irradiation, or contamination by nuclear material; or  
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or  
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

## Making a Claim

Please contact CET Structures Ltd the claims handler acting on **our** behalf, on 01332 818139 as soon as possible. **You** must not proceed with any repairs without authorisation from the claims handler, because **our** approved contractor may need to inspect the damage themselves in order to confirm that it is covered by **your** policy.

**You** must notify the claims handler of an **emergency** as soon as **you** can. If **you** delay reporting **your emergency** without good reason, and this delay means that the cost of providing **you** with **assistance** is more than it would have been if **you** had reported it earlier, then **we** may not pay part or all of **your** claim.

**You** must follow the instructions given to **you** by the claims handler. If an appointment is made for an approved contractor to provide **assistance**, **you** must ensure that someone is available to allow access to **your home**. Failed visits where the contractor is not able to gain access to **your home** will count against the call out limit on **your** policy.

## Cancellation

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to **your** agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

If **you** wish to cancel **Your** Policy after 14 days, **you** will be entitled to a pro- rata return of premium.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 day's notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

## Complaints

### SALE OF THE POLICY

Please contact Business and Domestic Insurance Services, Building A, Venture House, Arlington Square, Bracknell, Berkshire, RG12 1WA. Telephone: 01344 706015. Email: info@businessanddomestic.co.uk

If **your** complaint about the sale of your policy cannot be resolved by the end of the third working day, your complaint will be passed to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685  
Email: customerrelations@ukgeneral.co.uk

## CLAIMS

If **you** want to complain about **your** claim, then please contact: CET Structures Ltd, Unit 2 E2 First Floor, Boundary Court, Willow Farm Business Park, Castle Donington, Leicestershire, DE74 2NN.

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 04654.

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, CET Structures Ltd will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

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

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau

### Right to vary terms

**We** may decide to vary the terms and conditions of **your** policy, or the premium that **we** charge. In the event that **we** decide to vary terms, **we** will give **you** at least 14 days' written notice of the changes that **we** intend to make. If **you** are unwilling to accept **our** revised terms, **you** may cancel **your** policy and **you** will receive a pro-rata refund for every complete month remaining for that **period of cover**. If **you** pay **your** premium by monthly instalments **you** will not receive any refund, as **you** will only have paid for the cover **you** have received.

### Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

#### Financial Services Compensation Scheme details

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet it's obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

**Your** insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

### Collecting your information

**We** collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information) such as details regarding **your** health.

**We** also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

### Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

**We** will only keep **your** information for as long as necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full privacy Policy for more information.

### Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

### Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of your personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

#### **Text for Notice to Policyholders**

**We** have updated **our** Privacy Policy to incorporate changes in the way **we** collect, store and process **your** data and who **we** may share this with. Please refer to the Privacy Notice in your policy wording. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

#### **Text for Proposal Forms, Questionnaires**

For details of how **we** collect, use and store **your** personal data – please refer to the Privacy Notice in **your** policy wording. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

## Policy Conditions

### 1 Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with **you** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

### 2 Your duty to prevent loss or damage

- a **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

### 3 Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided they fulfil the terms of the policy.

### 4 Changes in circumstances

**You** must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a If **you** change address or the number of **bedrooms** is increased.
- b **You** or **your family** being convicted of a criminal offence (other than driving offences).
- c If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d If the sums insured shown in the certificate are not adequate.
- e A change in occupancy or use of the **home** address.

### 5 Cancellation

**We** may cancel this policy by giving **you** 21 days notice by letter at **your** last known address. If **we** cancel the policy **we** will refund premium paid for the unexpired period of insurance. Notice given to **you** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy. **You** may cancel this policy by giving **us** 21 days notice. Providing **you** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **you** may be entitled to a refund of premium for the unexpired period of insurance.

### 6 Cooling-off period

If **you** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **you** or **your family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **we** will refund any premium **you** have paid. If a claim has been paid or an incident has occurred which may give rise to a claim **we** will make a charge amounting to 20% of the annual premium.

### 7 Fraudulent claims

**We** will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

### 8 Arbitration

Where **we** have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

### 9 Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

## **10 Notification of a Claim**

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **your** own expense, provide **us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **you** or **your family** in connection with a possible claim must be sent to **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

## **11 Company's rights after a claim**

**We** or **our** representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

## **12 Payment of Premium**

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due.

Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

## **13 Payment of Claims**

In the event of a claim being made under this policy and the premium is being paid under Creditplan **we** may deduct from any settlement any outstanding premium payment. The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **our** maximum liability shall not thereby be increased above the amount that would have been payable if **you** were the only person or entity that was entitled to contractual rights under the policy. Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **we** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

## **14 Law Applicable to the Policy**

**You** and **the company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply

## General Policy Exclusions

### What is not insured by this policy

- 1 Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to 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, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M);
  - b war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
  - c pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2 Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
- 3 Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
- 4 Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.  
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5
  - a Direct or indirect loss, damage, derangement or malfunction of any **insured** item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
    - i a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
    - ii computer viruses.
  - b Legal expenses or legal benefits or liability arising from (a) above.

### Except

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 **buildings** and section 2 **contents** of this policy.

- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 2(M).
- 7 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
- 8 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.

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