

# POLICY TERMS & CONDITIONS



**DISCOUNT**  
insurance

## **Tenants Contents Insurance**

with accidental damage cover

## Discount Insurance

### Introduction

Thank **you** for choosing Discount Insurance. This is **your** 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 8000 or 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** through RGA Underwriting Ltd.

RGA Underwriting 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/register](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.

Discount Insurance, 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 26 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 020 847 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 8847 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  
Tel: 020 8847 8000  
Fax: 020 8847 8001

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  
South Quay Plaza  
183 Marsh Wall  
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.

## Definitions

The following definitions apply to Sections 1 and 2 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.**

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### **Money**

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.

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### **Credit cards**

Credit, cheque, debit, charge or cash cards.

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### **Pedal cycle**

Non-mechanically propelled **pedal cycle**.

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### **Unfurnished**

Without sufficient furniture and furnishings for normal living purposes.

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### **Unoccupied**

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.

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### **Terrorism**

For the purpose of the General Policy Exclusion (page 28) 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.

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### **Water table**

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.



## Section 1 - Contents

See definitions Page 6 and Page 7

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 1 - 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 1 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 1 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, 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 of fixed glass in windows, doors, fanlights, skylights or fixed sanitary ware in the <b>buildings</b>, and ceramic hobs fixed to and forming part of the <b>home</b>.  c. Accidental damage by external means to cables, underground pipes or underground tanks, servicing the <b>home</b> and for which <b>you</b> are responsible.</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 1 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 1 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 1 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 1 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> <p>a death of any person;  b bodily injury to any person;  c illness or disease of any person; or  d damage to material property;  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> <p>i solely as occupiers, (but not owners) of the <b>home</b> or the land belonging to the <b>home</b>; or</p> <p>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.</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>.  <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 you.</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> <p>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;</p> <p>b the liability giving rise to the court award occurs during the period of insurance; and</p> <p>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.</p>	<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 1 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 1 - 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</b> or <b>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 1 and any extension to section 1 of this policy as not insured.</li> <li>• Confiscation or detention.</li> </ul>

### Section 1 – 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 1 of this policy is the **contents** limit stated in the certificate for section 1.
- 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 2 - Extra Protection

See definitions Page 6 and Page 7

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 2.</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 2.</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 2.
- 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 2 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 2.</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 2 – Basis of Claims Settlement

- a **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**.
- b 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.
- c 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.
- d 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.
- e 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.
- f In respect of articles specified in section 2B 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 2

- 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 3 - 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 Inter Partner Assistance SA, 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 **you** will be responsible for any **advisers' costs** in **excess of our standard advisers' costs**.

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

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

### Definitions

**Wherever the following words and phrases appear in the Section 3 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.

#### 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.

#### 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.

#### Insurance Providers

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Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

#### Insured Incident

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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 incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

#### Insured Period

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

#### Legal Action(s)

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

#### Limit of Indemnity

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

All sections: £50,000

### 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

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

### You / Your

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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

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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>Claims</p> <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• Arising from stress, psychological or emotional injury</li><li>• Arising from 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 incident** 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
- A reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which 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 **insurance providers**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- 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.

### 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 insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable 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

Subject to **your** right to refer a complaint to 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. Reasonable Prospects

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**

This contract is governed by English Law.



## 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.

### General Data Protection Regulation

**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 General Data Protection Regulation 2016/679.

### 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**.

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 0344 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
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. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100.

## **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.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked 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.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998

## Section 4 - Home Emergency Protect

### Introduction

This is **your** Home **Emergency** Protect. **Your** Contract of Insurance is made up of **your** application, policy and certificate and is based on the information **you** gave us when you applied. This policy and **your** certificate should be read together. Please check them carefully to make sure they give **you** the cover **you** want. If **your** needs change, or any of the information on which the contract is based changes, the certificate may need to be altered. Under the policy conditions **you** must tell us of any changes.

**We** agree to insure **you** according to the terms and conditions contained in this policy and the sections indicated in the certificate. **You** agree to pay the premium by the required date/s and keep to the conditions of the contract of insurance. This insurance is effected in England and unless otherwise agreed is subject to the laws of England and Wales.

This insurance is not an equipment maintenance contract, household building or contents policy. It complements **your** household insurance policies, providing services and benefits which are not usually available under such policies.

### Insurer

This policy is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

**Your** Policy is arranged by Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: Warranty House, Savile Street East, Don Valley, Sheffield S4 7UQ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting them on 0800 111 6768.

## Definitions

All through this policy there are certain words that have special meanings whenever they appear in **bold** within the policy, these are listed below:

### Authorised Service Agent/Contractor

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The qualified service agent or organisation appointed by the **helpline** to carry out the necessary service and repairs in accordance with the Policy.

### Boiler

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A gas fired **conventional** or **combination boiler** rated up to 200,000 BTu's (58.6KW), which heats the water for **your central heating installation**.

### Breakdown (Central Heating)

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The actual breaking down or burning out of any component covered by the Policy arising from either a mechanical or electrical defect in the **property** causing the **central heating installation** to fail to work and require replacement or repair of the components.

### Central Heating Installation

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The specified central heating **boiler** parts and, where applicable, the water circulation pump and specified parts of **your** central heating system. The details are shown on **your** certificate and in this Policy. It must be installed at **your property/home** and used for **domestic purposes** only.

### Combination Boiler

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A gas fired **boiler** which heats water direct from the cold water main, does not have a separate hot water cylinder and is under fifteen years old at the start of **your** Policy.

### Conventional Boiler

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A gas fired **boiler**, which heats and supplies hot water to a separate hot water cylinder and is under fifteen years old at the start of **your** Policy.

### Domestic Purposes

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At least half the rooms at the **property** must be used for normal living purposes.

### Emergency

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**Emergency** - means a sudden and unexpected event which, if not dealt with quickly would, in the reasonable opinion of the **helpline**:

- (i) have resulted in a **breakdown** of the **boiler** or
- (ii) render the **home** unsafe or insecure; or
- (iii) damage or cause further damage to the **home** and/or any of **your** belongings forming part of or normally contained within the **property/home** or
- (iv) cause personal risk to **you**.

### Endorsement

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A change **we** make to the Policy, notified to **you** in writing by **us** or on **our** behalf.

### Geographical Limits

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England, Scotland, Wales and, Northern Ireland.

### Helpline

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Customer service – 0208 847 8000  
24hr Home **Emergency** Assistance Insurance – 0844 573 7912

### Our/Us/We

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UK General Insurance Limited on behalf of Ageas Insurance Limited.

**Pest**

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Any living creature capable of causing harm, or transmitting an infecting disease.

**Property/Home**

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**Your** principal permanent place of residence as shown on **your** certificate, including out buildings and garages of which **you** are the owner, but excluding bedsits / properties in multiple occupation, council properties, residential homes or nursing homes.

**Repairs (Central Heating)**

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Repair work undertaken by an authorised service agent/contractor appointed by us to remedy an emergency. The cost of repairs shall include the authorised service agent/contractor's call out charge, labour charges, repair materials and VAT up to the Policy limit. Repairs and parts will be fitted on a "like for like" replacement basis.

**Repairs (Emergency)**

Temporary repair work undertaken by an authorised service agent/contractor appointed by us to limit or prevent damage.

**You/Your**

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The person shown on your certificate.

## What is covered

In the event of an **emergency** occurring in **your** home, **we** will:

- a) Advise **you** on what action to take to protect yourself and **your** home;
- b) Send one of **our authorised service agents/contractors to your home** or arrange a convenient time for an **authorised service agent/contractor** to attend and
- c) Cover the cost of providing **emergency** assistance detailed under the "What **we** will pay" section of **your** Policy

## Cover provided

This cover is only provided if the **emergency** happens during the period of cover and it is caused by one or more of the following:

### Electricity supply

Complete failure or **breakdown** of the electricity supply system within **your home**.

### Primary heating system

Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system**.

- (A) Any **boiler** with standard component(s), as supplied by the **boiler** manufacturer and fitted within the **boiler** casing that are designed to be used in the normal operation of the **boiler**.

Motorised/Selector Valves, room thermostat, time control, single water circulating pump (which must be able to be isolated without draining the system down).

- (B) Radiators (standard radiators against leaks & isolated corrosion)

Above ground internal pipe work (as long as it is easily accessible and not inside the fabric of the building).

radiator valves, single – standard hot water cylinder (excluding the insulation jacket & immersion heater) and expansion tank. For cylinders in excess of this, a standard cylinder allowance will be made.

- (C) Labour Charges

Labour charges directly connected with the repair or replacement of failed parts of the **central heating installation** at **your property/home** as stated in the certificate.

The heating system must have been properly installed, maintained or repaired. We will not pay for any costs if you are unable to provide evidence, such as a service receipt or invoice, that the boiler has been serviced in the last 12 months by a Safegas registered engineer

### Plumbing and drainage

Failure of, or damage to the plumbing or drainage system which result in water damage inside **your home**. This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets where there are no alternative facilities available ); and
- blocked drains.

### Uninhabitable accommodation cover

If no-one can live in **your home** as a result of an **emergency**, the **helpline** will pay all **your** reasonable costs in getting basic accommodation for one night, as long as the **helpline** approves it beforehand.

### Security and glazing

Failure of, or damage not caused by **you** to, outside locks, doors or windows which means that **your home** is no longer secure.

### Vermin

If **you** need to remove rats, mice, cockroaches, and wasps or bees nests from **your home** (this does not apply to animals and insects already in **your home** before **you** took out cover).

## **Roof**

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Damage to the roof of **your home** caused by storm or fallen trees or branches.

## **Policy Conditions**

### **Basis of Contract**

To prevent claims on pre-existing problems, there is a 14-day waiting period from the date the Policy application is received before cover commences. Therefore in the first term of this Insurance Policy, the period of insurance is fifty weeks. Providing **you** renew before the expiry of **your** policy, no waiting period applies after **your** first years cover.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 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 of the 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.
- d) Any outstanding premium is due.
- e) A fraudulent claim is made.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

### **Repairs/Replacements**

**Repairs** will only be carried out and/or replacement parts purchased by, the **authorised service agent contractor**. **Repairs** including labour and replacement parts will be guaranteed for 12 months. Business & Domestic and it's authorised service agent/contractor are not liable for delays due to non-availability of parts.

### **Cancellation**

If you decide for any reason that this policy does not meet your insurance needs then please return it to us within 14 days of issue. On the condition that no claims have been made or are pending, we will 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.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided that the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance document.

### **Access to Inspect**

**We** have the right to examine the **property** at all reasonable times during the period of insurance to ensure **your** boiler is in good working order. Prior notice will be given.

### **Pre-Existing Problems**

Any pre-existing defects are excluded from cover by this Contract of Insurance.

## What we will pay (Limits of Indemnity)

**We** will pay at **our** discretion up to £500 (including VAT) towards labour costs (including call out charges, materials and parts required to affect an **emergency** repair in **your home**) on any one occasion. We will not pay for more than one call out arising from the same cause.

### Replacement Parts

Where "like for like" replacement parts are unavailable due to parts being either unobtainable or obsolete, **we** will pay for the nearest suitable part/upgrade part, but **you** will be liable for any necessary additional parts and/or labour.

### Beyond Economical Repair

Where **your** boiler/system is in **our** view is uneconomical to repair, **we** will pay at **our** discretion a contribution towards the cost of a new **boiler** (once **we** are in receipt of a Gas Safe Register Authorised Engineers invoice for the fitment of a replacement **boiler**) less any outstanding premium, in line with the following allowances:

Systems/Conventional Boilers	Combination/Condensing Boilers
£250 incl. VAT 1-5 years	£250 incl. VAT



## What is not covered

1. Any event arising from circumstances known to **you** prior to the commencement date of this insurance, including any parts known to be failing or in need of attention/repair. Including claims arising as a result of wear and tear.
2. Damage, which is accidental or otherwise, caused by external means, including those caused by failure or disconnection of gas, electric, oil or water supplies.
3. Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
4. Any legal liability to any third party following damage or injury, loss of use, delay or any other subsequent loss.
5. Any failure of insured parts during the period when they are covered by the relevant manufacturers/contractor's guarantees or warranties or insured parts covered through non compliance with the manufacturer's operating instructions.
6. Any inherent or recurring manufacturer's design fault or defect.
7. Non functional decorative parts, trim or casing, the **repairs** or replacement of immersion heaters, designer or cast iron radiators, steel piping, solar heating system, cesspits, septic tanks and central-heating fuel tanks, non standard radiators or towel rails.
8. Any operational procedure or adjustment to the **central heating installation** described in the manufacturers operating instructions; i.e. venting radiators, turning off or lighting up of pilot lights, adjustment to time switches or other controls.
9. Replacing washers, clearing air locks, blocked pipes, poor circulation, balancing of radiators, non standard radiator valves, or work arising in the opinion of the **authorised service agent/contractor** from an incorrect installation.
10. Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit or from damage caused by corrosive water or water with a high chemical content.
11. Fuel lines to and flue ducts from the boiler, including gas leaks between the gas meter and appliance. Ducting, flues and warm air vents.
12. Any water pressure adjustments on sealed central heating installations, except in connection with a breakdown or failure covered by this policy.
13. Items designed to be regularly replaced in the normal operation of the boiler such as burner nozzles, fuses, filters etc.
14. Water circulating pumps not capable of being isolated by a valve either side of the pump or renewed without draining down. Pumps that have pipe work connections of 1 inch bore or greater, or a motor rating of 178 watts single phase. Pumps installed in secondary or direct hot water systems.
15. Any costs incurred due to boiler or system noise and/or where no fault is found or any intermittent faults
16. Unvented or pressurised hot water cylinders.
17. Cost of any draining down where no appropriate draining facility is available.
18. Refilling the system with additives such as corrosion inhibitor.
19. Additional pipe work or wiring due to replacement parts being fitted.
20. Replacement filling loop or replacement of steel pipes, non-standard cylinders and tanks.
21. Showers and associated pumps, bath, sink and water basin taps. Dripping or running overflows or steel water pipes.
22. No claim will be paid if it results from any of the following:
  - Damage or failure outside the boundary of the home.
  - Deliberate disconnection, withholding, or interruption of mains services to the home.
  - Loss or damage resulting from a wilful act.
  - Any legal liability or subsequent loss arising from any delay in providing the services to which it relates.
  - Any costs arising as a result of failure to service the boiler/system or in accordance with the manufacturer's instructions.
  - Damage resulting from lack of proper maintenance/incorrect installation.
  - Shared pipe work leading to or from other properties.
23. Where at any time in the opinion of the authorised service agent/contractor the boiler or system is installed incorrectly, is unsafe or is fitted with the incorrect component.
24. Energy management systems and their controls.
25. Costs that have not first been notified through the correct helpline and carried out by the authorised service agent/contractor.
26. Any costs in excess of the limits of cover. You are responsible for agreeing and settling these directly with the contractor.
27. Loss or damage of any kind directly caused by war, hostilities, riots, fire, lightning, explosions, storms, tempest, floods, frost, or other climatic conditions, subsidence, strike or lock-out..

28. Any defect, damage or breakdown caused through malicious or wilful action, negligence, misuse or third party interference including any attempts to repair, modify or install.
29. Any claim or event where the property/home has remained unoccupied for more than 30 days.
30. Any fixtures including wiring and earthing where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
31. Insured parts not easily accessible or enclosed inside the fabric of the building including under-floor heating.
32. Costs incurred where you have been advised of a need to carry out permanent repair work to avoid repetitive situations leading to emergencies. Including maintenance preventative damage and extensive corrosion.
33. **Boilers** which exceed the age limit of the **policy**
34. Accidental damage to glass or replacement glass.
35. Any matters relating to security alarms.
36. Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to effect an **emergency** repair;
37. Loss or damage to any **home**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
  - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
38. Pests kept as domestic pets or for commercial purposes. Boring insects and woodworm
39. Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system** where the **primary heating system** has not been properly serviced on an annual basis.

## How to claim

If **your property/home** suffers an **emergency** covered under this **Policy**:

FIRST CHECK TO SEE IF THE EMERGENCY IS COVERED AND WHETHER IT IS SOMETHING YOU CAN CORRECT YOURSELF SUCH AS –

If your radiators are not getting hot - a cold radiator may just require re-venting.

If **you** have no heating or hot water - a pilot light may have gone out which may need re-lighting or **your** room thermostat and time control may not be correctly set.

There will be a charge if the **authorised service agent/contractor** is called to attend for one of the above problems.

If the problem is not corrected by any of the above, contact the **helpline** as soon as possible and arrange for the **repairs** to be carried out (subject to the notes below). If **you** require the **authorised service agent/contractor** to use a security password, please notify the **helpline** at the time of your call.

The **authorised service agent/contractor** must carry out all **repairs; we** will not accept repair bills from any other company. Once the **repairs** are completed to **your** satisfaction, simply sign the attendance record and **we** will settle the claim with the **authorised service agent/contractor** directly.

The **approved service agent/contractor** will charge all costs covered by the insurance directly to **us**. **You** will be asked to pay:

- a) **call-out** charges if there is no-one at the **property** when the **engineer** arrives;
- b) work in excess of the **claim limit**;
- c) fitting replacement parts or components of a superior specification to the original at **your** request.
- d) If at the time of requesting assistance the **helpline** do not have a record of **your** policy on file, the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

Any failure of the **central heating installation** where the cost of repair is estimated by the **authorised service agent/contractor** to exceed £250 (incl. VAT), may only be repaired with **our** authorisation.

An abortive call charge of £20 plus VAT will be applied, should **you** not meet an agreed appointment made by the **authorised service agent/contractor**.

Should the **authorised service agent/contractor** not meet an agreed appointment with you, **we** will confirm non-attendance directly with the **authorised service agent/contractor** and pay a £10.00 reimbursement to **you**.

Our **authorised service agent/contractor** will only attend where an adult over 18 years of age is present, or else **you** will be liable for an abortive call charge.

IMPORTANT- Please note

Please quote the policy number shown on the certificate on all correspondence.

In the event that a repair exceeds the policy limit or takes the amount claimed during the period of cover over the policy limit, you will be asked if you wish the repairs to be completed and if necessary be asked to pay any amount in excess of the policy limit.

## Requesting Assistance

First check the circumstances are covered within the terms of this policy and under the product **you** have purchased. Having done this telephone **us** stating **your** Policy Number, on:

0844 573 7912

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON: 0800 111 999

## Customer Service

### Telephone Calls

As part of **our** customer service commitment, **we** may record **your** telephone call with **our** representatives to monitor and improve the quality of services **we** provide.

### Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints relating to policy sales, in the first instant please contact:

Business & Domestic Insurance Services  
Building A  
Venture House  
Arlington Square  
Bracknell  
Berkshire  
RG12 1WA

Telephone: +44 (0) 1344 706015  
Fax: +44 (0) 1344 668437  
Email: [info@businessanddomestic.co.uk](mailto:info@businessanddomestic.co.uk)

If your complaint about the policy cannot be resolved by the end of the next working day Business & Domestic Insurance Services will pass it to:

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

Telephone number: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

For complaints relating to claims, please contact:

CET Structures Limited  
Unit 2 E2 First Floor,  
Boundary Court,  
Willow Farm Business Park,  
Castle Donington,  
Leicestershire,  
DE74 2NN

Telephone number: 01332 818139  
Email: [customer.relations@cet-uk.com](mailto:customer.relations@cet-uk.com)

In the unlikely event that the complaint is still not resolved to **your** satisfaction, **you** may refer to the Financial Ombudsman Service whose address is Exchange Tower, Harbour Exchange, London, E14 9SR, telephone number 0800 023 4567 or 0300 123 9123. Please note **you** have six months from the date of our final response in which to refer **your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **your** right to take legal action against **us**. None of the above affects any right of legal action **you** may have.

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.

## **Compensation Scheme**

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0207 892 7300.

## **Data Protection Act 1998**

Please note that any information provided to **us** will be processed by us and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## 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 1(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 1(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 **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 1(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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