

# HOME PLUS INSURANCE



**DISCOUNT** ■  
insurance

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# Welcome

Thank **you** for choosing Home Plus Insurance to protect **your** property.

**We** want to help **you** understand **your** Home Plus Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

This policy is not complete without a policy **schedule**. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

**Your** Home Plus Insurance Policy Document is split into 6 Sections. Not all Sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to **you** by **your** Broker. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole

When drawing up this contract **we** have relied on the information and statements you have provided in **your** application or subsequent renewals.

**If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.**

## Important Information about your Policy

Sections One to Four, **buildings, household contents, fine art and antiques** and **valuables**, employees liability for **domestic employee(s)** and liability to others are underwritten by a consortium of leading insurers, Legal & General Insurance Limited and ERGO Versicherung AG (UK Branch).

Section Five, Home Emergency is underwritten by Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies.

Section Six, Family Legal Protection is underwritten by AmTrust Europe Limited, administered through Arc Legal.

### Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### The Law applicable to this insurance

Under the laws of the United Kingdom both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

### The Law applicable to this insurance

Under the laws of the United Kingdom both you and we are free to choose the law which applies to this contract to the extent permitted by those laws. Unless you and we agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and you have agreed that any legal proceedings between you and us in connection with this insurance will only take place in the courts of the part of the United Kingdom in which the premises are located.

### Your total peace of mind

Insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme,  
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
Tel: 0800 678 1100 or 020 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

## Things we need to tell you about

### The Insurers or Service Providers – Sections One to Four

Sections One to Four are underwritten by a consortium of the following leading insurers:

#### Legal & General Insurance Limited

Legal & General Insurance Limited (Registered number: 00423930) is registered in England and Wales at One Coleman Street, London EC2R 5AA

## **ERGO Versicherung AG (UK Branch)**

ERGO Versicherung AG (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768

Legal & General Insurance Limited (Register number 202050) and ERGO Versicherung AG (Register number 602490).

Details of each insurer's proportionate liability will be provided upon request.

### **Our Agreement with you**

This policy is a legal contract between **you** and **us**.

When **you** take out, amend, or renew **your** policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When **you** answer those questions, **you** are required to take care not to misrepresent any information and to give **us** all of the information **you** are asked for. If **you** give **us** incorrect or incomplete information the wrong terms may be quoted and **we** may be entitled to reject payment of a claim or payment could be reduced.

In certain circumstances **your** policy might be invalid and you may not be entitled to a refund of premium.

**Our** provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your Broker** immediately.

### **Our use of language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

## **General Data Protection Regulation**

### **How we use your information**

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

#### **Who we are**

This insurance is underwritten by a consortium of two leading UK insurers, being Legal & General Insurance Limited and ERGO Versicherung AG (UK Branch).

**You** are giving **your** information to Legal & General Insurance Limited and ERGO Versicherung AG (UK Branch) and their associated group companies (the Group). In this information statement, '**we**' '**us**' and '**our**' refers to the Group unless otherwise stated.

### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider.

**We** may use and share **your** information with other members of the Group to help **us** and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop our services, systems and relationships with you
- Understand our customers' requirements
- Develop and test products and services

**We** do not disclose **your** information to anyone outside the Group except:

- Where **we** have **your** permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to **us, our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement

**We** may transfer your information to other countries on the basis that anyone we pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

**We** will not keep **your** information for longer than necessary.

**Sensitive Information**

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement

**Fraud Prevention Agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

**Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **your** policy, **you** must tell **us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

**How to contact us**

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If **you** have any questions, or **you** would like to find out more about this notice **you** can contact **us** by writing to:

<u>Data Protection Officer</u> Legal & General Insurance Limited One Coleman Street London EC2R 5AA	<u>Data Protection Officer</u> ERGO Versicherung AG (UK Branch) Plantation Place 30 Fenchurch Street Londonag EC3M 3AJ
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# Definitions

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

## Accidental Damage

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

## Bodily Injury

**Bodily injury** includes death or disease.

## Broker

The intermediary who arranged this insurance on **your** behalf.

## Buildings

The **buildings** used for domestic purposes, situated at the address or addresses shown in your schedule which are owned by you, or for which you have a legal responsibility, including:

- the main domestic structure;
- garages and outbuildings
- decorative finishes;
- permanent fixtures and fittings;
- domestic fixed fuel tanks;
- garden walls, fences, gates, paths and drives;
- hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges;
- permanently fitted hot tubs and swimming pools;
- radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;
- underground service pipes, cables, sewers, drains and drain inspection covers

## Credit Cards

Credit, charge, cheque, bankers or cash dispensing cards.

## Domestic Employee (s)

Any person employed by **you** under a contract of service which is solely for private domestic duties. **Domestic employee(s)** does not include any employee involved in demolition, alterations, extensions or renovations to any part of the **insured premises**.

## Endorsement

A written variation to the terms and/or conditions of this insurance.

## Excess

The amount shown in the **schedule** or **endorsement you** have to bear in respect of certain claims covered by this insurance.

## Fine Art and Antiques

All items of an antique nature or of artistic merit, including but not limited to furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, statuary, stamps, coins and medals, all forming part of a collection.

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

## Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

## Home

The private dwelling(s) at the address(es) shown on **your schedule** and its outbuildings all used for domestic purposes only.

## Household Contents

The household goods and personal belongings of **your home** all of which belong to **you** or for which **you** have a legal responsibility, including:

- clothing and other personal property;
- audio and visual equipment;
- pedal cycles;



- tenants fixtures and fittings and interior decorations;
- garden machinery, tools and implements;
- office equipment;**
- outdoor items;**
- sports equipment;
- saddlery and tack;
- fine art and antiques;**
- valuables** up to £7,500 in total
- Household contents** excludes:
- motor vehicles other than those defined under **land vehicles**;
- any boat or vessel designed for use on water other than those defined under **watercraft**;
- caravans and aircraft and any parts or accessories thereof;
- any part of the **buildings**;
- any living creature;
- any items held or used in connection with any business, other than as defined under **office equipment**

## Insured Premises

The private dwelling(s) at the address(es) stated in the **schedule** and the land within the boundaries belonging to it/them.

## Land Vehicles

Any of the following which are owned by you, or for which you have a legal responsibility:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles;
- quad bikes;
- model or toy vehicles;
- segways;
- golf buggies;
- vehicles specifically designed to assist the disabled

## Landslip

Downward movement of sloping ground.

## Money

Any of the following belonging to you or in connection with your business:

- current legal tender, cheques, postal and money orders;
- postage stamps not forming part of a stamp collection;
- savings stamps, savings certificates and travellers cheques;
- premium bonds and gift tokens;
- travel and other tickets with a fixed monetary value

## Office Equipment

**Office equipment** includes any of the following used in conjunction with **your** business at the home, which belong to **you** or for which **you** have a legal responsibility:

- furniture;
- computers (including keyboards and monitors);
- printers;
- fax machines and modems;
- photocopiers and typewriters;
- phone equipment;
- business stock
- money**

**Office equipment** does not include:

- the cost of reconstituting any lost or damaged data;

## Outdoor Items

Items which are normally left outdoors including garden furniture, garden statues, barbeques, fixed recreational toys, urns and other similar items

## Period of Insurance

The period shown in the schedule and any further period for which you have paid or agreed to pay and we have accepted or have agreed to accept the premium.

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## Schedule

The schedule forms part of this insurance and shows details of the insured, the insured premises, the period of insurance, the sections of this insurance that apply and the sums insured or limits of liability.

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## Settlement

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

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## Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

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## Sums Insured / Limits of Liability

The maximum amounts **we** will pay as shown in the **schedule**. Unless otherwise stated, the amounts apply to each incidence of loss and will be available again in full to meet further loss or damage.

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## United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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## Unoccupied

If the **insured premises** have not been lived in overnight for more than 60 days or are not sufficiently furnished for normal living purposes

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## Valuables

Any of the following which are owned by **you** or for which **you** have legal responsibility:

- jewellery;
- watches;
- furs;
- guns

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## Watercraft

Any of the following which are owned by **you**, or for which **you** have a legal responsibility:

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

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## We / Us / Our

The Insurer(s) stated in the **schedule**.

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## You / Your / Insured

The person or persons named in the schedule and all members of your family who permanently live in the home, including any resident domestic employee(s) employed by you.

## Our Service Commitment to You

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
<u>Discount Insurance</u> The Business Exchange 26/28 Hammersmith Grove London W6 7BA Tel: 0800 294 4522 Email: <a href="mailto:info@discountinsurance.co.uk">info@discountinsurance.co.uk</a>	<u>The Claims Team</u> Ryan Direct Group PO BOX 1291 Preston PR2 0QJ Tel: 0330 102 6062 Email: <a href="mailto:prestonclaims@ryandirectgroup.co.uk">prestonclaims@ryandirectgroup.co.uk</a>

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Policy Related Complaints	Claims Related Complaints
<u>Complaints Officer</u> 7th Floor Spectrum Building 55 Blythswood Street Glasgow G2 7AT  Tel: 0141 285 3539 Email: <a href="mailto:pencomplaints@penunderwriting.com">pencomplaints@penunderwriting.com</a>	<u>Customer Care Line</u> Ryan Direct Group Quay Point Lakeside Boulevard Doncaster DN4 5PL Tel: 0344 854 2072 Email: <a href="mailto:customer.relations@ryandirectgroup.co.uk">customer.relations@ryandirectgroup.co.uk</a>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

The Financial Ombudsman Service  
 Exchange Tower  
 Harbour Exchange Square  
 London  
 E14 9SR  
 Tel: 0800 023 4567 (free from standard line, mobiles may be charged)  
 0300 123 9123 (same rate as 01 and 02 numbers on mobile tariffs)  
 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
 Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have six months from the date of **our** final response to refer a complaint to the Financial Ombudsman Service.

**Your** right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

In all communications the policy/certificate number appearing in the **schedule** should be quoted.

# Cancelling this Policy

## Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your broker** within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance, whichever is the latter

Providing no claim has been made **we** will refund **your** premium in full.

## Outside of the Cooling-off Period

If you wish to cancel your policy after 14 days you can do so at any time by contacting your broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis subject to a minimum of 6 months retained premium, providing no claims have been made we will refund your premium in full.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

## Our right to cancel this Policy

**We** can cancel **your** policy by giving you 30 days written notice at your last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- non-payment of premium;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;
- non-cooperation or failure to supply any information or documentation **we** request;
- **we** establish that **you** have provided **us** with incorrect information;
- failure to take care of the property insured;
- **you** breach any terms and conditions of **your** policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If we cancel the policy we will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

## Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information

# Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

## How to make a claim

When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

New Claims
<u>The Affinity Claims Team</u> PO BOX 1291 Preston PR2 0QJ  Tel: 03301 026 796 Email: prestonnewclaims@ryandirectgroup.co.uk

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your** home and mobile telephone numbers
- policy/Certificate number
- the date of the incident
- police details / Crime Reference number where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations

If **we** appoint an authorised repairer the benefits for **you** are:

- they will make **your home** safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items:
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work

## Section Five - Family Legal Expenses Insurance

### 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".

## Section Six – Home Emergency Protect

### Helpline Boiler

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

## Payments

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

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

# Claims Terms and Conditions

## Applicable to Sections One to Four of this insurance

These are the claims terms and conditions which **you** and **your** family will need to keep to as **your** part of the contract. If **you** do not a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases there are other people **you** must contact first:

- if **you** or **your** family are the victim of malicious damage, vandalism, riot, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number, tell **us** as soon as **you** can
- for all other claims **you** must notify **us** as soon as possible, giving full details of what has happened
- **you** must provide **us** with details of what has happened as soon as **you** can
- if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered
- **you** must not admit liability, or offer or agree to settle any claim without **our** written permission
- **you** must take care to limit any loss, damage or liability
- **you** must retain ownership of your property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so

## How we deal with your claim

**We** may request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- dates and location of when/where damaged items were purchased; and/or
- for damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair

**We** may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

**We** have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made

**You** must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

## Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy in force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

## Large Loss Excess Waiver

In the event of a claim for loss or damage covered by this insurance exceeding £30,000, the **excess** shown in **your schedule** will not apply. This Large Loss **Excess** Waiver does not apply to any **subsidence excess** and/or any additional increased **excess(es)** shown in **your schedule**.

# General Conditions

These are the conditions of the insurance **you** and **your** family will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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

## Take Care

**You** must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

**You** must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

**You** must always make sure that the **sums insured** shown in **your schedule** are adequate.

- **buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements,

Please note that the rebuilding cost of **your home** may be different from its market value.

- **household** contents should be insured for the full cost of replacement as new
- **fine art and antiques** should be insured for the current market value
- **valuables** should be insured for the current replacement value

## Changes in Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **you** are going to move **home** permanently;
- someone other than **your** family is going to live in **your home**;
- **your** home is going to be used for short periods each week or as a holiday home;
- **your** home is going to be **unoccupied**;
- work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**, with a contract value of over £75,000;
- **you** or any member of **your** family has received a conviction for any offence except for driving;
- any increase in the value of **your household contents** or the rebuilding cost of **your buildings**;
- any part of **your home** is going to be used for any trade, professional or business purposes;  
There is no need to tell **us** about trade, professional or business use if:
  - i. the trade, professional or business use is only clerical; and
  - ii. there are no staff employed to work from the **home**; and
  - iii. there are no visitors to the **home** in connection with the trade, profession or business; and
  - iv. there is no business **money** or stock in the **home**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy.

If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

## Transfer of Interest

**You** cannot transfer **your** interest in the policy without **our** written permission

## Fraud



**You** must not act in a fraudulent manner, if **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

### **Important Notice**

Please note that if the information provided by **you** is not complete and accurate, **we** may:

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

# General Exclusions

## 1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
  - b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
- 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 thereof

## 2. War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## 3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring outside of the **period of insurance**;
- caused deliberately by **you** or any person lawfully in the **home**.

## 4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- when caused by oil or water escaping from a fixed oil or fixed water installation, or
- when caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- reported to us not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

## 5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

## 6. Electronic Data Exclusion

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from:
  - computer viruses, erasure or corruption of electronic data,
  - the failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

## 7. Terrorism Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

## 8. Confiscation Exclusion

**We** will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

## 9. Loss of Value

**We** will not pay for any reduction in market value of any property following its repair, replacement or reinstatement, unless expressly included within this insurance

## 10. Indirect Loss or Damage

**We** will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, except where that loss or damage is expressly included within this insurance.

## 11. Wear and Tear and Gradually Operating Causes

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Anything which happens gradually, including smoke, damp, rising damp, wear and tear, gradual deterioration, fading, corrosion, rust or oxidation, rot, fungus, mould or infestation;
- Moths, insects, vermin or infestation;
- Dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm, frost or fire
- The process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life

## 12. Financial Sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** we may cancel this policy immediately by giving **you** written notice at **your** last known address. If we cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

## 13. Defective Design or Construction Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

## 14. Mechanical or Electrical Faults

**We** will not pay for any loss or damage caused by or resulting from any mechanical or electrical faults or breakdowns.

## 15. Unoccupied Homes

**We** will not pay for the following while your **home** is **unoccupied**:

- escape of water from or frost damage to fixed water tanks, apparatus or pipes, during the period 1st November to 28th February unless you comply with one of the following:
  - i. where the entire **home** has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit; or
  - ii. all water supplies to the **home** are turned off at the mains and the entire water system is drained of all the water
- theft or attempted theft, vandalism or malicious damage unless **we** agree cover;
- accidental breakage, spillage, staining, scratching or denting;
- escape of oil from any fixed heating installation or any domestic appliance;
- loss of metered water

## 16. Building Works

**We** will not pay for any loss or damage resulting from any work to **your home**, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of £75,000, unless the work has been agreed by **us**.

# Section One – Buildings

## The Cover

Cover for **buildings** applies only if it is shown as included in **your** policy **schedule**

This section covers the **buildings** belonging to **you** or for which **you** are legally liable, situated at the **insured premises**, against loss or damage, other than as excluded under either this section or the general exclusions.

## Basis of Valuation/Settlement of loss and/or damage

In the event of loss or damage covered by this insurance, **we** will pay the cost of rebuilding or repairing the damaged **buildings**. If **you** have an up-to-date survey of the buildings, **we** will pay the full cost of rebuilding or repairing the damage, even if this is more than the **sum insured**, except for **buildings** that are Grade 1 listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the **period of insurance** and must have been authorised by **us**.

**We** will make a deduction for wear, tear or betterment if the **buildings** have not been maintained in a good state of repair.

## Index-linking

The **sum insured** for **buildings** will be indexed each month in accordance with the movement in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

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

## Your Sum Insured

**We** will not reduce the amount insured under section one after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

## Specific Extensions

This section also covers:

### 1. Alternative Accommodation

The costs of alternative accommodation incurred by **you** and **your** domestic pets while **your home** cannot be lived in, due to loss or damage covered by this insurance, but not for a period of more than 36 months.

### 2. Building Works

**We** will pay for loss or damage to the **buildings** whilst works are being carried out to **your home** which are not routine repair, maintenance or decoration, up to a contract value of £75,000. **We** will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by **you** and kept at the **insured premises**.

### 3. Damage Caused by Domestic Pets

**We** will pay up to £2,500 in any one **period of insurance** in respect of damage to the buildings caused by **your** domestic pets due to chewing, scratching, tearing or fouling. The most **we** will pay under section one – **buildings** and section two – **household contents, fine art and antiques and valuables** combined is £2,500.

#### 4. Damage Occurring During the Sale of the Insured Premises

Loss or damage covered by this insurance for the purchaser of the **insured premises**, from the time of the exchange of contracts, or if in Scotland from the date **you** accept the offer of purchase, until the sale is completed or the **period of insurance** ends, whichever is sooner.

#### 5. Emergency Access

**We** will pay for loss or damage to the **buildings** as a direct result of forcible entry to **your home** to attend a medical emergency or to prevent damage to **your home**.

#### 6. Emergency Preventative Measures

**We** will pay up to £2,500 in any one **period of insurance** for costs incurred by **you** in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by storm or flood.

#### 7. Fees, Expenses and Debris Removal

**We** will pay for the following expenses incurred with our prior written consent:

- fees to architects, surveyors and consulting engineers;
- the cost of clearing the site and making the **buildings** safe; and
- the cost of doing anything required by any Government or Local Authority, unless **you** received a notice before the loss or damage happened, and provided that the **buildings** were originally built according to any Government and Local Authority regulations in force at that time.

#### 8. Forced Evacuation

If **you** are denied access to **your insured premises** by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to **our** prior consent and approval, reimburse you for the cost of necessary and comparable alternative accommodation incurred by you, or any loss of rent due to you, but not for more than a period of 15 days.

#### 9. Garden Cover

The costs of restoring **your** garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £10,000 for any one claim. **We** will only pay up to £1,000 for replacing any one tree, shrub or plant.

#### 10. Locating the source of a leak

The costs of locating the source of a leak from fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors and ceilings, up to £20,000 in total during the **period of insurance**.

#### 11. Removing trees from vehicular access

The costs of removing tree(s) that have fallen across the main vehicular access to the **insured premises**, **we** will only pay up to £2,500 for any one claim.

#### 12. Replacement Locks

The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

**Your excess** does not apply to this specific extension.

## Specific Exclusions

**We** will not pay for:

1. The **excess** stated in **your schedule**
2. Loss or damage caused by storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the private dwelling is also affected at the same time by the same event
3. Loss or damage caused by storm, flood, escape of water from or frost damage to domestic fixed fuel tanks
4. The cost of general maintenance and decoration
5. Loss or damage caused by or resulting from warping or shrinkage
6. Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**:
  - a. to domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;
  - b. to solid floors unless the walls of the **home** are affected at the same time by the same event;
  - c. arising from faulty design, specification, workmanship or materials;
  - d. which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law;
  - e. caused by river or coastal erosion;
  - f. whilst the **buildings** are undergoing any structural repairs, alterations or extensions; or
  - g. **settlement** of the **buildings**
7. The cost of clearing blocked sewer pipes, drains, pipes or underground tanks

## Section Two – Household Contents, Fine Art and Antiques and Valuables

### The Cover

Cover for **household contents, fine art and antiques** and **valuables** applies only if they are shown as included in **your** policy **schedule**.

This section covers the **household contents, fine art and antiques**, and **valuables** belonging to **you** or for which **you** are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions. These items are insured whilst at the **insured premises** or anywhere in the world.

### Basis of Valuation/Settlement of loss and/or damage

#### 1. In respect of **household contents**

In the event of loss or damage covered by this insurance, **we** will decide whether to repair, replace or pay a cash settlement on the basis of replacement cost as new. There will be no deduction for wear and tear.

In the event of a partial loss covered by this insurance **we** will pay for the cost of restoration or repair.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the specific limits shown below.

#### 2. In respect of **fine art and antiques** and **valuables**

In the event of loss or damage covered by this insurance we will pay:

##### a. For unspecified items:

Up to the specific limit of any items, pair or set of items at the time of such loss or damage

##### b. For specified items:

Up to the value agreed by **us** and as stated in the **schedule** for each item, pair or set of items individually listed in the valuation or private inventory

In the event of a partial loss covered by this insurance **we** will pay the cost of restoring or repairing the item to its condition immediately before the insured event plus any resulting depreciation in the market value of the item.

In the event of loss, covered by this insurance, to part of a pair or set of items, **we** will pay the full replacement cost of the pair or set of items, provided **you** surrender the undamaged part(s) of the pair or set of items to **us**.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the specific limits shown below.

### Your Sum Insured

**We** will not reduce the amount insured under section one after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

### Specific Limits

Unless otherwise shown in the **schedule**, or more specifically covered or excluded elsewhere in this insurance, **we** will not pay more than the following amounts:

#### **Fine art and antiques**

£15,000 for any one item, pair or set of items

#### **Land vehicles**

£5,000 for any one claim

**Office equipment**

£20,000 for any one claim, with a maximum of £10,000 for business stock

**Outdoor items**

£25,000 for any one claim

Personal documents

For title deeds and other personal documents up to £10,000 for any one claim

Theft from unattended vehicles

£10,000 for any one claim

**Valuables**

£10,000 for any one item, pair or set of items

**Watercraft** including their furnishings, equipment and outboard motors

£5,000 for any one claim

Wine

£25,000 for any one claim

**Index-linking**

The **sum insured** for **household contents** will be indexed each month in accordance with the movement in the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

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

**Fine art and antiques** and **valuables** will not be index linked. **You** must ensure that the **sums insured** shown in **your schedule** are adequate.



## Specific Extensions

This section also covers:

### 1. Additions and substitutions

This Section also automatically extends to include any additions or substitutions to the household contents, fine art and antiques and valuables insured during the period of insurance subject to our liability not exceeding an additional 20% of the sum insured stated in the schedule for this section, solely as a result of these additions or substitutions. This extension shall only apply when you declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by us is paid.

### 2. Alternative Accommodation

The costs of alternative accommodation incurred by you and your domestic pets, while the home cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months.

### 3. Alternative electricity generating supply cover

**We** will provide cover following loss or damage caused by fire, lightning, falling aircraft, flood or impact to permanently fitted and professionally installed and commissioned solar panels and wind turbines fitted at the **insured premises** for:

- the amount of revenue which is lost that **you** would have received from selling back surplus electricity, under contract, to a recognised electricity distributor;
- the additional cost of purchasing electricity from an electricity generating company sourced via the national grid which would otherwise have been reasonably provided by the solar panels or wind turbines fitted at the **insured premises**. **You** will have to demonstrate the amount of electricity historically produced by generating equipment installed at the **insured premises**.

The maximum amount payable in respect of any one incident and in any one **period of insurance** is £2,500 for a period of up to twelve months after the event that caused the loss, but only in respect of the period to repair or replace the solar panels or wind turbines.

**We** will not pay for loss or damage:

- that **we** specifically exclude elsewhere in this insurance;
- while the **insured premises** are being altered, repaired or extended;
- while the solar panels or wind turbines are being installed, moved or serviced;
- caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration;
- arising from faulty design, specification, workmanship or materials;
- caused by mechanical or electrical faults or breakdown;
- while the **insured premises** are lent, let or sublet

### 4. Computer Software

The cost involved in retrieving **your** personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.

### 5. Credit Cards

For loss for which **you** are responsible, up to £10,000 for any one claim, as a result of misuse by any unauthorised person(s) following loss or theft of any **credit card**, together with all costs and expenses incurred with **our** prior written consent arising before the **credit card** organisation received notification of the loss, provided that you comply with all the terms and conditions under which the **credit card** was issued. **We** will not pay for losses not reported to the police and issuer of the **credit card** within 24 hours of discovery. Where **you** have reported **your credit card(s)** for unauthorized or fraudulent use, in most circumstances **you** will only be liable for the first £50 of the claim.

### 6. Damage Caused by Domestic Pets

**We** will pay up to £2,500 in any one **period of insurance** in respect of damage caused by your domestic pets due to chewing, scratching, tearing or fouling. The most we will pay under section one – **buildings** and section two – **household contents, fine art and antiques and valuables** combined is £2,500.

## 7. Death of an Artist

**We** will pay for the increased value to any one piece of art that is individually listed under **fine art and antiques** where such increase is due to the death of the artist. **We** will not pay for:

- more than 200% of any one piece of art subject to a maximum of £50,000 in total;
- any claim where the artist's death occurs more than 6 months after the date of loss or damage;
- any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where **you** cannot prove the increased value of any piece of art

## 8. Defective Title

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

**We** will not pay:

- more than 110% of the total **sum insured** for **fine art and antiques** or £50,000, whichever is the less;
- if **you** do not notify us within the **period of insurance**; or
- if the item was inherited or given to **you** as a gift

## 9. Fatal Injury and acquired disability

Fatal injury to **you**, happening at the **insured premises**, caused by outward and visible violence by burglars or by fire, for the following amounts:

- £50,000 if such injury results in **your** death within 12 months of the incident; and/or
- up to £15,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation.

The maximum **we** will pay for any one incident is £100,000.

**We** will not pay for injury to or death of of any **domestic employee**.

## 10. Freezer Contents

Freezer contents against loss or damage whilst at the home, including damage caused by a rise or fall in temperature. **We** will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.

**Your excess** does not apply to this extension

## 11. Gap Year Students

For possessions of student members of **your** family under the age of 26 who would normally reside at the **home** but who are travelling outside of the **United Kingdom** between university or college term years. **We** will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- more than £7,000 for any one claim
- for theft from unattended vehicles

## 12. Gifts and Presents

Wedding, birthday, anniversary and religious festival gifts purchased by **you** but not yet given to third parties and similar items purchased for **you** and kept in the **home**. This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival. **We** will pay up to £1,000 for any single item and £10,000 for any one claim.

## 13. Hire of Replacement Golf Clubs Overseas

Following loss or damage to **your** golf clubs, or any that **you** have hired or borrowed, whilst outside of the **United Kingdom**, we will pay up to £25 per day, subject to a maximum of £250, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to **us** in the event of a claim.

## 14. Hole in One

In the event of a Hole in One being achieved by **you** in an official golf club competition **we** will pay up to £500. **Your** scorecard and certification from **your** club or match secretary must be submitted to **us** in the event of a claim.

## 15. Loss of Oil, Metered Water or LPG

**We** will pay up to £10,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at **your home** during the **period of insurance**.

**We** will pay up to £5,000 for the cost of liquid petroleum gas (LPG) lost from fixed domestic heating installations at **your home** during the **period of insurance**.

## 16. Loss of Rent Payable

Rent which **you** have to pay as a lessee or tenant of the **insured premises** while the **home** cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. **We** will not pay for any loss of rent if **we** have already paid a claim as a result of the same loss or damage under this section for alternative accommodation.

## 17. Marquees

For loss or damage to marquees that **you** have hired for up to 7 days, **we** will not pay more than £50,000 for any one claim.

## 18. Memorial Stones

**We** will pay up to £2,500 in any one **period of insurance** in respect of malicious damage or theft of the memorial stone commemoration of **your** parents, grandparents, spouse, domestic partner or children, subject to:

- the Memorial stone being in a good state of repair prior to the loss or damage;
- the Memorial stone being located in the **United Kingdom**

## 19. Money

**We** will pay up to £2,500 for any one claim. **We** will not pay for:

- loss of value, confiscation or shortage due to **your** error or omission;
- more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box;
- **money** left in an unattended vehicle; or
- losses not reported to the police within 24 hours of discovery

## 20. Moving Home

Loss or damage to **your household contents, fine art and antiques** and **valuables**, during removal, transit and storage to **your** new permanent residence within the **United Kingdom** by professional removal contractors. **We** will not pay for loss or damage whilst in storage for more than 15 days.

## 21. Pedal Cycles

**We** will not pay for theft of pedal cycles with an individual value in excess of £5,000 unless:

- whilst at the **insured premises** the cycles are kept in a securely locked building
- whilst away from the **insured premises** the cycles are secured to an immovable object or building with an adequate security device put into full and effective use and between the hours of 23.00 and 06.00 the cycles are to be kept in and securely chained to a locked garage or private dwelling of standard construction.

For the purpose of this extension only "adequate security device" means a lock which is classed as at least Gold Rated by the Master Locksmiths Association (MLA).

## 22. Replacement locks

The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

**Your excess** does not apply to this extension

## 23. Reward

**We** will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

**We** will not pay any reward where **you** or the Police would benefit from such payment.

## 24. Stamp, Coin and Medal Collections

For stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.

## 25. Storage

Loss or damage to **household contents, fine art and antiques** and **valuables** permanently kept in

a commercial storage facility during the **period of insurance** caused by any of the following perils:

- Fire, lightning, explosion, earthquake or smoke;
- storm, flood or weight of snow;
- escape of water from fixed water apparatus, pipes or tanks;
- theft or attempted theft accompanied by forcible and violent entry;
- impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings;
- riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism

We will not pay for more than 25% of **your household contents, fine art and antiques** and **valuables sum insured**

## 26. Students Possessions

**We** will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of **your** family whilst away from the **insured premises** and attending school, university or college.

**We** will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- for theft from unattended vehicles

**We** will not pay for theft or attempted theft of students possessions away from the **insured premises** unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

## 27. Your Legal Liability as a Tenant for Accidental Damage

**Accidental damage** to mirrors, glass tops and fixed glass in furniture and of fixed glass, double glazing, sanitary fixtures and ceramic hobs forming part of the **buildings** at the **insured premises** for which you are legally responsible as a tenant and are not otherwise insured.

## 28. Your Legal Liability as a Tenant for Damage to the Buildings

**Your** legal liability as a tenant, for loss or damage to the **buildings**, covered by this insurance. This extension excludes any liability:

- For loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings;
- For loss or damage arising from **subsidence, heave or landslip**;
- For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or
- While the **home** is **unoccupied**.

## 29. Visitors and Domestic Employees Personal Effects

Personal possessions belonging to **your** visitors or **domestic employees**, up to £1,000 for any one item, pair or set and £5,000 per person for any one claim against loss or damage whilst at the **home**.

**We** will not pay for **money, credit cards** and valuables belonging to **your** visitors or **domestic employees** or items covered under another insurance policy.

## Specific Exclusions

**We** will not pay for:

1. The **excess** stated in **your schedule**
2. Loss or damage **to** any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.
3. Loss, damage or **liability** caused by or resulting from guns used willfully or maliciously, regardless of intention to cause harm
4. Theft of any item from an unattended vehicle unless violence and force are used to enter the vehicle
5. Loss or damage caused by **you** not receiving goods or services **you** have paid for through any internet website.
6. Loss of value following repair, replacement or reinstatement in respect of **household contents**
7. Loss or damage caused by or resulting from warping or shrinkage
8. Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**:
  - a. arising from faulty design, specification, workmanship or materials;
  - b. which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law;
  - c. caused by river or coastal erosion;
  - d. whilst the **buildings** are undergoing any structural repairs, alterations or extensions

## Section Three – Employers Liability for Domestic Employee(s) The Cover

Cover for Employers Liability for **domestic employee(s)** applies only if it is shown as included in **your** policy **schedule**

This section indemnifies **you** against any amounts that **you** become legally liable to pay as compensation, including costs and expenses with our prior written consent, for **bodily injury** by accident happening to **your domestic employees**, occurring anywhere in the world during the **period of insurance**, other than as excluded under either this Section or the General Exclusions.

### Limit of Liability

**Our** liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 including all costs and expenses incurred with our prior written consent.

## Specific Exclusions

**We** will not indemnify **you** for any liability for:

1. **Bodily injury** arising directly or indirectly out of any work **domestic employees** do for **you**, other than domestic or gardening duties.
2. **Bodily injury** arising directly or indirectly from any communicable disease or condition.
3. Fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
4. **Bodily injury** arising out of your ownership, possession or use of:
  - a. **land vehicles** when involved in incidents occurring away from the **insured premises** other than:
    - segways
    - model or toy vehicles
    - vehicles specifically designed to assist the disabled
  - b. any vehicle which is required to be registered for use on a public highway
  - c. any aircraft or **watercraft** other than:
    - surfboards
    - sailboards
    - hand-propelled boats

## Section Four – Liability to Others

### The Cover

Cover for Liability to Others applies only if it is shown as included in **your** policy **schedule**

This section indemnifies **you**:

1. As owner or occupier for any amounts you become legally liable to pay as damages in respect of:
  - a. **bodily injury** to any person; or
  - b. loss or damage to property caused by an accident happening at the **insured premises** during the **period of insurance**, other than as excluded under this section or the general exclusions
2. As a private individual for any amounts **you** become legally liable to pay as damages in respect of:
  - a. **bodily injury** to any person; or
  - b. loss or damage to property caused by an accident happening anywhere in the world during the **period of insurance**, other than as excluded under this section or the general exclusions

If only section one – **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under part 1) above.

If only section two – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as occupier only but not as owner is covered under parts 1) and 2) above.

If both section one – **buildings** and section two – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as owner or occupier is covered under parts 1) and 2) above

#### Limit of Liability

**Our** liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 plus all costs and expenses incurred with our prior written consent.

#### Specific Conditions

1. All claims arising out of one incident shall be treated as one claim.
2. In the event of **your** death, **we** will treat **your** legal personal representatives as the **insured** in respect of liability incurred by **you**.

#### Specific Extensions

##### 1. Unrecovered Court Awards

**We** will pay for amounts you have been awarded by a court in the **United Kingdom** for **bodily injury** or damage to property and which still remain outstanding 3 months after the award has been made, provided that:

- a. part 2. above of this insurance would have indemnified **you** had the award been made against **you** rather than to **you**;
- b. there is no appeal pending; and
- c. **you** agree to allow **us** to enforce any right that **we** shall become entitled to upon making payment

**Our** liability for all damages payable under this extension shall not exceed £1,000,000 in any one **period of insurance**.

##### 2. Defective Premises Act

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

This extension will not indemnify **you** for:

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

## Specific Exclusions

**We** will not indemnify **you** for any liability for:

1. For **bodily injury** to **you**, any person permanently residing with **you** in the **home** or any person who, at the time of sustaining such injury, is engaged in **your** service.
2. For damage to property owned by or in the charge or control of **you**, any person permanently residing with **you** in the **home** or any person engaged in **your** service. This exclusion does not apply in respect of damage to the **buildings** for which **you**, as tenant, are legally liable to the owner.
3. **Bodily injury** arising out of **your** ownership, possession or use of:
  - i. **land vehicles** when involved in incidents occurring away from the **insured premises** other than:
    - segways
    - model or toy vehicles
    - vehicles specifically designed to assist the disabled
  - ii. any vehicle which is required to be registered for use on a public highway
  - iii. any aircraft or **watercraft** other than:
    - surfboards
    - sailboards
    - hand-propelled boats
  - iv. any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
  - v. any power operated lift (other than domestic stair lifts)
4. For **bodily injury** arising directly or indirectly from any communicable disease or condition.
5. For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
6. Arising out of any criminal or violent act to another person or their property
7. Arising directly or indirectly out of any business, profession, occupation or employment, other than:
  - i. Use of the **home** as an office for non-manual work in connection with **your home** business
  - ii. Any unpaid occupation as a director or officer of a registered charity or other not for profit organization
  - iii. Voluntary work for a registered charity, religious or community group



8. Which **you** have assumed under contract and which would not otherwise have attached

9. Arising out of **your** ownership, occupation, possession or use of any land or building which is not within the **insured premises**

10. If **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

11. In respect of any kind of pollution and/or contamination unless it is:

i. Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **insured premises** named in the schedule; and

ii. Reported to us not later than thirty (30) days from the end of the **period of insurance**

The most we will pay in total for all such claims covered in the **period of insurance** is £5,000,000 including costs and expenses

## Section Five - Family Legal Expenses Insurance

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

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

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

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

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

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

## IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

### Proportional Costs

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

### Duty of Disclosure

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

### Suspension of Cover

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

## Definitions

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

### Adviser

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

### Advisers' Costs

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

### Conditional Fee Agreement

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An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

### Conflict of Interest

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

### Data Protection Legislation

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

### Disclosure Breach

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

### Excess

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

**Property Infringement section:** £250.

**All other sections:** Nil.

### Insured Event

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

### Insurer

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AmTrust Europe Limited

### Legal Action(s)

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

### Legal Helpline

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

### Maximum Amount Payable

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

All sections: £50,000

### Period of Insurance

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

**Standard Advisers’ Costs**

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

**Territorial Limits**

The United Kingdom

**We/Us/Our**

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

**You / Your**

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

**Vehicle**

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

**A Cover**

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

**Consumer Pursuit**

What is insured	What is not insured
<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.	Claims <ul style="list-style-type: none"><li>Where the amount in dispute is less than £250 plus VAT</li><li>Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

## Personal Injury

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

## Property Infringement

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

## Property Damage

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

**Consumer Defence**

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

**Telephone Helplines**

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**Legal Helpline**

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.  
Simply telephone 0344 770 1040 and quote “Discount Insurance Family Legal Expenses”.

## B General Exclusions

### 1. There is no cover where:

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

### 2. There is no cover for:

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

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

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

### 4. Contracts (Rights of Third Parties) Act 1999

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

## C Conditions

### 1. Cancellation

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

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

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

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

### 2. Claims

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



### 3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 4. Prospects of Success

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

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

### 5. English Law and Language

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

### 6. Other insurances

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

### 7. Disclosure

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

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

### 8. Fraud

In the event of fraud, We:

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

### 9. Change in Law

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

## D Customer Services Information

### How to make a claim

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

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

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

### Data Protection

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

### Customer Service

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

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

**Our** contact details are:

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

The Financial Ombudsman Service contact details are:

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

### Compensation

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

### Authorisation

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

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

## Section 6: Home Emergency Insurance

## Introduction

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

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

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

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

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

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

This is subject to:

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

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

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

## Important Numbers

To make a claim please contact 0344 573 7912.

For any other enquiries, please contact 0800 294 4522.

## Changing your mind

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

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

On behalf of UK General Insurance Limited



Karen Beales  
Managing Director

## Definitions

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

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### **Assistance**

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

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### **Beyond economical repair**

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

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### **Computer Virus**

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

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### **Electronic Data**

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

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### **Emergency**

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

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

This policy will only cover events which are emergencies.

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### **Geographical limits**

England, Scotland, Wales and Northern Ireland.

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### **Home**

The address shown on your schedule and which:

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

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

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### **Period of cover**

12 months from the start date shown on your schedule.

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### **Primary heating system**

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

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

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

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### **Schedule**

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

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

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

**You (Inc. 'Your')**

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

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

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

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

## Basis of cover

### Emergency events

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

### Gas Leaks

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

### Pay on Use

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

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

It is not a policy requirement to have had these serviced prior to the start of the **period of cover**. However **you** are responsible for ensuring that **your** boiler or gas powered heating or hot water system is maintained to a safe standard. Claims due to wear and tear or lack of maintenance will not be covered. **Our** approved contractors will not be able to complete any work or repairs, to boilers or systems which are deemed to be unsafe due to poor installation or lack of maintenance. No age limit applies to the boilers **we** will cover, but there may be some circumstances where because of the age of **your** boiler, or the availability of parts or the cost of repairs, **our** approved contractor may not be able to offer **you assistance**. In these cases **your** boiler will be treated as **beyond economical repair** and a one-off cash payment will be made to **you** of £250. Once we have issued this payment to **you**, no further cover will operate in respect of **your primary heating system**, until such time as you have replaced **your** boiler.

## General Policy Conditions

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

1. **We** will only pay for **assistance** for **emergencies** occurring at **your home**, subject to the cover **you** selected shown on **your schedule**.
2. Assistance visits:
  - a) The maximum number of **assistance** visits that **we** will pay for in any one **period of cover** is known as the 'call out limit'; the call out limit on this policy is five. Once the call out limit has been reached, **you** may not make any further claims during that **period of cover**. However if an **emergency** occurs the claims handler may be able to arrange a 'pay on use' service for **you** - 'Basis of cover' explains what this means. If **you** renew **your** policy **you** will be able to claim again, up to the call out limit for that **period of cover**.
  - b) If the approved contractor is unable to gain access to **your home**, the visit will be counted against the call out limit. If the contractor needs to return at a later date to complete repairs, **you** must ensure that they can gain access. If the contractor cannot access **your** home, **we** will not be able to provide further help beyond the **assistance** already given and **your** claim will be closed.
3. Reporting of claims:
  - a) Any risk of injury to people or of serious and major damage to **your home**, should be immediately reported to the supply company if appropriate (e.g. a gas leak), or the public emergency services. Please do this before **you** contact **us**, as **your** safety should always take priority.
  - b) **You** must not make any arrangements for repairs without authorisation from the claims handler. This is because **our** approved contractors may need to examine the **emergency** themselves, in order to confirm that it is covered by **your** policy.

4. Visiting **your home** to provide **assistance** is dependent on:
- Weather conditions. If there is bad weather then the approved contractor may not be able to safely access **your home**. In some cases it may not be possible to provide immediate **assistance** e.g. Roof inspections if there are high winds.
  - Being able to reach **your home**. Transport delays (e.g. due to weather or industrial action), may mean the approved contractor cannot reach **your home**.
- The decision whether it is safe or possible to provide **assistance** is at the sole discretion of the claims handler. If it is not possible to provide **assistance**, then **you** will be advised of this and help will be rearranged for a time when it is possible to safely attend **your home**.
5. The approved contractor may use parts which are sourced from third parties, in addition to those sourced from the manufacturer or its approved suppliers. All of our approved contractor repairs are guaranteed for 12 months. In order to provide this guarantee our claims handler will work with a pre-approved supply network. **We** are therefore unable to accept responsibility for loss, damage or inconvenience resulting from delays in the delivery of parts. If **you** wish the approved contractor to use parts which are of a superior specification to the faulty part being replaced, then **you** will be responsible for paying the difference in cost.
6. **You** must ensure that all questions are answered correctly and truthfully and that all documents **you** submit to **us** are accurate. In the event that **you** provide **us** with information which is false or fraudulent, then **we** reserve the right not to pay **your** claim and to cancel **your** policy with no refund of premium. **We** may also share this information with the police and other insurance companies for fraud prevention.
7. Subrogation - this means that **we** reserve the right to take over **your** claim after **we** have paid it, in order to recover payment from a third party. This may include taking legal action against third parties in **your** name. **You** must co-operate with **us** if **we** choose to do this; any action **we** take will be at **our** expense.
8. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.
9. This policy will end:
- At the end of the **period of cover**; or
  - The date the policy is cancelled.
10. There are certain changes which **you** must tell **your** broker about, as soon as they happen. These are:
- If you change **your home** address.
- If **you** do not tell **your** broker about these changes, then this may mean that **we** cannot pay **your** claim.

# Your Cover

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



<p><u>Plumbing &amp; Drainage</u></p> <ul style="list-style-type: none"> <li>• <b>Emergency</b> caused by the sudden and unexpected failure of, or damage to, the plumbing and/or drainage system, including the toilet(s) in <b>your home</b>, which causes one or more of the following: <ul style="list-style-type: none"> <li>o Internal water leakage;</li> <li>o Flooding;</li> <li>o Water damage.</li> </ul> </li> </ul> <p><b>We</b> will only cover plumbing and drainage which is <b>your</b> sole responsibility and which is within the boundary of <b>your home</b>.</p>	<p><u>Plumbing &amp; Drainage</u></p> <ul style="list-style-type: none"> <li>• General maintenance - e.g. dripping taps, leaking external overflows, etc.</li> <li>• De-scaling or removal of hard water deposits, de-sludging and clearing of airlocks, corrosion.</li> <li>• Leaks from household appliances, sinks, baths or showers where the leak only occurs when the item is in use.</li> <li>• The underground water supply or drainage facilities which are outside <b>your home</b>.</li> <li>• Macerators, cesspits and septic tanks.</li> <li>• Plumbing and filtration systems for swimming pools or spa baths.</li> <li>• Replacement of water tanks, hot water cylinders, or radiators.</li> </ul> <p>This is because this is work which is beyond the scope of cover under this policy.</p> <ul style="list-style-type: none"> <li>• Escape of water where it is not causing any damage or risk to <b>your</b> safety or the safety of any permanent resident in <b>your home</b>.</li> <li>• Any water leak noises where there is no visible leak.</li> </ul> <p>This is because the policy is designed to only provide <b>assistance</b> for <b>emergencies</b>.</p> <ul style="list-style-type: none"> <li>• Repairs to domestic appliances where the leak is from the appliance itself.</li> <li>• Noisy pipes caused by cooling and heating.</li> </ul> <p>This is because this is not classed as an <b>emergency</b> which can be covered by this policy.</p> <ul style="list-style-type: none"> <li>• Frozen pipe work.</li> </ul> <p>This is because preventative steps such as insulating the pipe work can help prevent it freezing.</p>
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<p><b><u>Primary Heating System</u></b></p> <ul style="list-style-type: none"> <li>• <b>Emergency</b> caused by the sudden and unexpected and complete failure of the <b>primary heating system</b> in <b>your home</b>.</li> </ul>	<p><b><u>Primary Heating System</u></b></p> <ul style="list-style-type: none"> <li>• Boilers if <b>your home</b> has more than 5 bedrooms.</li> <li>• Oil contamination arising from leaks from oil powered boilers.</li> <li>• Any repair or replacement which involves the removal of asbestos.</li> <li>• Replacement of water tanks, hot water cylinders or radiators.</li> <li>• Fuel tanks and associated pipe work.</li> </ul> <p>This is because this work is beyond the scope of cover under this policy.</p> <ul style="list-style-type: none"> <li>• Lighting or re-setting of boilers, adjustment of operating controls, adjustment of time and/or temperature controls.</li> <li>• Loss of hot water if there is an alternative means of heating water - e.g. an immersion heater.</li> <li>• Faults which occur intermittently and do not result in a total failure of the primary heating system.</li> <li>• Boiler or system noise where there is no apparent fault and there has not a total failure of the primary heating system.</li> </ul> <p>This is because the policy will only provide <b>assistance</b> for <b>emergencies</b>.</p> <ul style="list-style-type: none"> <li>• Bleeding of radiators, de-scaling or removal of hard water deposits, de-sludging and clearing of airlocks, corrosion.</li> <li>• Any claims which are due to lack of maintenance or wear and tear.</li> </ul> <p>These issues can be addressed through routine maintenance in <b>your home</b>.</p> <ul style="list-style-type: none"> <li>• The repair or replacement of parts if your boiler is deemed to be beyond economic repair. Please refer to the section 'Boilers' in 'Basis of Cover'.</li> <li>• Frozen condensate pipes.</li> </ul> <p>This is because preventative steps such as insulating the pipe work, can help prevent it freezing.</p>
<p><b><u>Alternative Accommodation</u></b></p> <p>If an <b>emergency</b> means that <b>your home</b> is declared unsafe by our approved contractor, <b>we</b> will provide a contribution of £250, or the actual cost you incur – whichever is the lower amount – for the cost of alternative accommodation for <b>you</b> and the permanent residents of <b>your home</b>.</p>	<p><b><u>Alternative Accommodation</u></b></p> <ul style="list-style-type: none"> <li>• Claims where <b>your home</b> has not been declared unsafe by <b>our</b> approved contractor; or</li> <li>• Claims where <b>your</b> request for alternative accommodation has not been approved by the claims handler.</li> </ul> <p>In all cases the decision to pay is at the discretion of the claims handler. <b>We</b> will not cover claims where <b>you</b> have decided to pay for alternative accommodation if <b>your home</b> has not been declared unsafe.</p>

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

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

### These apply to all sections of cover

**We** will not cover:

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

## Making a Claim

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

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

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

## Cancellation

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

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

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

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

## Complaints

### SALE OF THE POLICY

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

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

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

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

## CLAIMS

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

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

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

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

Tel: 0344 573 7912

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

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

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

Tel: 0300 123 9 123

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

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

### Right to vary terms

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

### Consumer Insurance Act

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

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

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

#### Financial Services Compensation Scheme details

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

#### General Data Protection Regulation

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the General Data Protection Regulation, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

## 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.

**Discount Insurance** is a leading provider of insurance products and services to the commercial and residential lettings market and provides this policy on behalf of leading UK Insurers.

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**TENANT CONTENTS INSURANCE**

**UK HOLIDAY HOMES**

**CARAVAN INSURANCE**

**TRAVEL INSURANCE**

**BREAKDOWN INSURANCE**

**PET INSURANCE**

**TENANTS REFERENCING**



**DISCOUNT INSURANCE**

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London, W6 7BA  
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Fax: 020 8847 8001

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