

# POLICY TERMS & CONDITIONS



# HOMECARE BUILDINGS & CONTENTS

# Discount Insurance

## Introduction

Thank you for choosing **Discount Insurance**. This is your Homecare Insurance Policy, setting out your insurance protection in detail.

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

**This insurance offers a comprehensive cover, as well as extended options, please refer to your insurance certificate and statement of fact for your cover level.** If you have any questions, please contact us on 0208 847 8000 or free phone 0800 294 4522.

## Insurers

Your Property Insurance is 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.

Legal & General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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

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

ERGO Versicherung AG is a German insurance company authorised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of ERGO Versicherung AG, UK Branch's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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.

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

# Homecare Insurance Policy

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# Your Policy

**Welcome to your Homecare insurance policy and thank you for choosing Discount Insurance.**

**The information you have supplied forms part of the contract of insurance with us your policy is evidence of that contract you should read it carefully and keep it in a safe place.**

In return for having accepted **your** premium, **we** will, in the event of injury, loss or damage happening within the **period of insurance**, provide insurance as described in the following pages and referred to in your certificate.

If after reading these documents **you** have any questions, please contact your insurance adviser.

## **Important**

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**We** recommend that **you** read this **policy** in conjunction with **your** certificate to ensure that it meets with **your** requirements. Should **you** have any queries please contact **us** or **your** insurance adviser.

**Your** attention is drawn to the Complaints procedure (Making Yourself Heard) on page 33.

## **The Law applicable to this Policy**

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**You** are free to choose the law applicable to this **policy**. **Your policy** will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

## **General Data Protection Regulation 2016/679**

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**Discount Insurance** are the data controller of any personal information **you** provide to **us** or personal information that has been provided to **us** by a third party. **We** collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **us** monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** Privacy Policy - <https://www.discountinsurance.co.uk/privacy-policy/> . If **you** are providing personal data of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice.

## Important Telephone Numbers

### Policy Enquiries

Discount Insurance  
The Business Exchange  
26/28 Hammersmith Grove  
London  
W6 7BA  
Tel: 0208 847 8000  
Email: [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)

### Claims Enquiries

The Claims Team  
Ryan Direct Group  
PO BOX 1291  
Preston  
PR2 0QJ  
Tel: 0330 102 6062  
Email: [prestonclaims@ryandirectgroup.co.uk](mailto:prestonclaims@ryandirectgroup.co.uk)

# Definitions

Where **we** explain what a word means that word will have the same meaning wherever it is used in the **policy** or certificate.

These words are highlighted by the use of **bold print**.

## **Buildings**

The structure of the **home** including fixtures and fittings and the following (if they form part of the property): oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and **outbuildings**.

## **Company/our/us/we**

Pen Underwriting

## **Domestic Staff**

A person employed to carry out domestic duties associated with the **home** and not employed by **you** in any capacity in connection with any business trade profession or employment.

## **Endorsement(s)**

A change to the terms of the **policy** as shown under **endorsements** in the certificate.

## **Excess**

The amount **you** are required to pay as the first part of each and every claim made.

## **Family/They**

**Your** domestic partner, children, **domestic staff** and any other person all permanently residing with **you** and not paying a commercial rent.

## **Home**

The private residence shown in the certificate including its garages and **outbuildings**, if they form part of the property.

## **Insured/You/Your**

The person or persons named in the certificate as the Policyholder.

## **Outbuildings**

- Sheds;
- Greenhouses;
- Summer houses;
- Other buildings;

which do not form part of the structure of the main building of the **home** and are used or occupied for domestic purposes.

## **Period of Insurance**

The dates shown in the certificate.

## **Policy**

**Your policy** booklet and most recent certificate and any **endorsements** attached or issued.

## **Discount Insurance**

Discount Insurance is an independent insurance intermediary arranging this insurance.

## **Unfurnished**

Without sufficient furniture and furnishings for normal living purposes.

## **Unoccupied**

Not lived in by **you** or **your family** for more than 60 consecutive days or occupied by squatters.

**Your policy** is designed to help **you** understand the extent of cover provided.

**You** will find on many pages these headings:

What is covered	What is not covered
These sections are printed on a light grey background and give detailed information on the insurance provided and must be read with ' <b>What is not covered</b> ' at all times.	These sections shown on a dark grey background draw <b>your</b> attention to what is not included in the scope of <b>your policy</b> .

## General Conditions

**You** and **your family** must comply with the following conditions to have the full protection of **your policy**.

If **you** or **your family** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

### Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

### Keeping Your sums insured at the correct level

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**You** must at all times keep the sums insured at a level which represents the full value of the property insured.

Full value means:

For the **buildings**:

- The estimated cost of rebuilding if the **buildings** were completely destroyed.
- This is not the market value.

For the **contents**:

- The current cost as new (other than for clothes furs and household linen).
- For clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

### Underinsurance

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If the sum insured for each section or item does not represent full value at the time of a loss, the amount payable by the company in respect of such damage shall be proportionately reduced.

### Changes in your circumstances

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**You** must notify **us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- Change of address;
- Structural alteration to **your home**;
- If **you** or **your family** intend to let or sub-let **your home**;
- If **you** or **your family** intend to use **your home** for any reason other than private residential purposes;
- If **your home** will be **unoccupied**;
- If **you** or **your family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences.

**We** will then advise **you** of any change in terms.

If **you** are in any doubt please ask **your** insurance adviser.

### Taking care of your property

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**You** and **your family** must take all reasonable precautions are taken to avoid injury, loss or damage and that all practicable steps are taken to safeguard the property insured from loss or damage.

**You** must maintain the property insured in good repair; a full list of these requirements is provided in the maintenance guide, which is available on **our** website.

### Protection

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All protections provided for the safety of the building specified in the certificate and statement of fact must be maintained in good order and be in use at all times, as well as when the building is left unattended or when the occupants have retired for the night.

## Precious Stones

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The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately.

## Cancellation

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**We** can cancel this contract of insurance by giving **you** thirty (30) days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

**We** will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non payment of premium;
- Non –cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- The use of threatening or abusive behaviour or language;
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the period of insurance.

This insurance has a cooling off period of fourteen (14) days in which you can cancel this policy. These 14 days start from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance

Whichever is later.

Cancellations made after 14 days of the start date will be subject to cancellation fee of up to £35. We will also retain a pro-rata premium for time on cover. For instance, if you paid £200 for a policy and cancelled this half-way you will be entitled to a refund of £100 for the unexpired portion of the policy less the cancellation fee of £35 (total refund in this instance would be £65).

Please note any administration fees charged for policy set up are non-refundable if cancelled after the 14 days cooling off period.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

## Premiums paid and up to date

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If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments. Alternatively the outstanding instalments will be deducted from any claim payment that may be due to **you**.

Cancellations after a claim will receive no refund and full outstanding premiums must be paid.

## General Data Protection Regulation 2016/679

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**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the General Data Protection Regulation 2016/679, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

## Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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



## **Several Liability Clause**

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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 of part of its obligations.

# Claims Conditions

**You** and **your family** must comply with the following claims conditions to have the full protection of **your policy**.

If **you/they** do not comply with them, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

## Claims procedure

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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

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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

The Affinity Claims Team

PO BOX 1291

Preston

PR2 0QJ

Tel: 03301 026 796

Email: [Prestonnewclaims@ryandirectgroup.co.uk](mailto: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

## Our special rights

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**We** may enter any part of the property affected by a claim and take possession of it.

**You** cannot abandon the property to **us**; **we** may in **your** name and on **your** behalf, take complete control of legal action.

**We** may take legal action in **your** name against any other person to recover any payment **we** have made under the **policy**; **we** will do this at **our** expense.

## Contribution

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If at the time of a claim there is any other **policy** covering anything insured under this **policy**, **we** shall be liable only for a proportionate share.

## Arbitration

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If **we** admit liability for a claim but **you** cannot agree with **us** the amount to be paid, the disagreement will be referred to an arbitrator appointed jointly by **you** and **us** in accordance with the law in force at the time. **You** will not be able to take action in law against **us** over this disagreement until the arbitrator has made his award.

## Fraud

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If a claim is found to be false or fraudulent in any respect, or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy, or if any damage is caused by **your** wilful act or with **your** involvement, Under the Insurance Act, the policy shall become void from the date of the fraudulent event.

## Fraudulent Claims

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If the **Insured** makes a fraudulent claim under this insurance, the **Insurer** will not be liable to pay the claim; and will recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the fraudulent claim; and may, by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** treats the contract as terminated with effect from the time of the fraudulent act, the **Insurer**:

- will refuse all liability to the **Insured** under this policy in respect of any relevant act or event which would otherwise have given rise to the **Insurer's** liability, occurring after the time of the fraudulent act; and
- need not return any of the premiums paid under the contract.

Treating this Policy as having been terminated under this clause does not affect the rights and obligations of the **Insurer** and the **Insured** with respect to an **Event** occurring before the time of the fraudulent act.

## How We Settle Claims

### **Buildings, contents and personal possessions sections**

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**We** will at **our** option repair reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or damage. If **we** do pay cash, the sum payable will reflect any discounts **we** may have received, had **we** replaced the property. The sums insured will not be reduced by any claim - this will not apply to any aggregate limits..

An approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation a repair or a replacement where appropriate.

### **Matching sets suites and carpets**

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An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

### **Will a deduction be made for wear and tear?**

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**Contents** – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 6).

The **buildings** – If repair or reinstatement is carried out, there will be no deduction, provided that the sum insured represents the full value of the **buildings** and they have been maintained in good repair (see General Conditions on page 6).

# General Exclusions

These exclusions apply throughout **your policy**.

## We will not pay for

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### Riot/Civil Commotion

Any loss damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

### Sonic Bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### Pre-existing Damage Liability or Injury

This policy does not cover damage, liability or injury occurring before the cover under your policy started.

### Wear and Tear

This policy is not a maintenance contract. It does not cover the cost of maintenance, routine decoration, gradually operating causes or wear and tear. Examples of wear and tear include but are not limited to:

- Damp formed over a period of time due to blocked or poorly maintained drains or guttering, or
- Gradual deterioration over a period of time that occurs to flat roofs, fascia boards or flooring, or
- Furniture wearing out through use or lifestyle.

It is your responsibility to ensure that all property insured is maintained in good repair.

### Illegal Activities Exclusion

We will not be liable for any loss or damage caused as a result of the property being used for illegal activities.

### Reduction in Market Value

Any reduction in market value of any property following its repair or reinstatement.

### Confiscation

Any loss or damage or liability occasioned by or happening through confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

**The exclusions above do not apply to the following covers:**

- LIABILITY TO **domestic staff**;
- TENANT'S LIABILITY;
- LIABILITY TO THE PUBLIC.

### Pollution/Contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at **your home**.

### Radioactive Contamination and Nuclear Assemblies Exclusion

**We will not pay for**

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

- (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **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.

### **Government Authority Exclusion**

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by 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.

### **Electronic Data Exclusion Clause**

**We** will not pay for

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;  
directly or indirectly caused by or contributed to by or arising from;
  - Computer viruses, erasure or corruption of electronic data;
  - The failure of any equipment to correctly recognise the date or change of date;
  - Cyber hacking.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

### **Biological and Chemical Contamination Clause**

**We** will not pay for

1. Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;  
directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;
  - Terrorism; and/or
  - Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### **Sanctions**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **Cyber Attack**

**We** will not pay for loss, damage, loss of rent or loss or legal liability directly or indirectly caused by or consisting of or arising from any form of cyber attack or cyber intrusion whether committed with malicious intent or not.

### **Mould and Fungus**

**We** will not pay for loss, damage, loss of rent or legal liability arising, directly or indirectly, from pathogenic organisms or any form of bacterial contamination.

### **North American Jurisdiction**

In respect of any claim made or brought in the United States of America or Canada; or any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless **you** have requested that there shall be no such limitation and have accepted the terms offered by **us** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

### **Terrorism or Act of Sabotage**

**We** will not pay for loss, damage, loss of rent or legal liability arising, directly or indirectly, from any Act of Terrorism or Act of Sabotage including any action taken in controlling, preventing, suppressing or any Act of Terrorism;

**We** will not pay for loss, damage, injury, cost or expense directly or indirectly arising out of: any business interruption losses resulting from customers or suppliers extensions or denial of access due to any Act of Terrorism or Act of Sabotage;

**We** will not pay for loss, damage, cost or expenses directly or indirectly arising out of any service interruption due to any Act of Terrorism or Act of Sabotage.

### **Punitive and Exemplary Damages**

**We** will not pay for any fines, punitive and exemplary damages for breach of contract or any penalties of whatsoever nature.

**We** will not pay for loss occasioned by the voluntary parting with title or possession of any property or rights to property;

- Property Insured's own collapse or cracking
- attributable solely to change in the water table level.

## **Inflation Protection**

To help protect **you** against the effect of inflation, sums insured under **contents** and personal possessions and **buildings** will be adjusted at the end of each month by the percentage increases in the following indices:

### **Contents/Personal Possessions**

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The Consumer Durables section of the Retail Price index compiled by the Office for National Statistics.

### **Buildings**

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The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable, **we** will use a suitable alternative index.

**We** will not reduce the sums insured or monetary limits if an index should fall.

The premium at renewal for the next **period of insurance** will be based on any increased sum insured.

Although **you** have the benefit of inflation protection, **you** should not rely on this alone to keep the **buildings** and **contents** and personal possessions sums insured at the correct level.

The value of **your buildings** or **contents** or personal possessions may be growing faster than inflation – perhaps because of a new extension or acquired items.

It is a condition to insure for the correct sum (see page 6).

## Contents Standard Cover

**Your** certificate will show if this section is in force. Inflation protection applies (see page 12).

Where accidental damage is noted, it will only be in force if it is shown to be insured on your certificate and statement of fact.

What is covered	What is not covered
<p>All of the following things are included, provided that they belong to <b>you</b> or <b>your family</b> or <b>you</b> or <b>they</b> are legally responsible for them and they are mainly used for private purposes:</p> <p><b>Household Goods</b></p> <p>This includes fixtures, fittings and interior decorations.</p> <p><b>Personal Effects</b></p> <p>This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also sports equipment and pedal cycles. It does not include <b>portable electronic goods, valuables or money.</b></p> <p><b>Valuables</b></p> <p>This means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p><b>Money</b></p> <p>This means coins, bank notes in current use, postal orders, postage stamps (which are not part of a collection) trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets (including season tickets) petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p>	<ul style="list-style-type: none"> <li>a) Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs models and toys are covered;</li> <li>b) Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in a) above;</li> <li>c) Any living creature;</li> <li>d) Property more specifically insured by any other insurance;</li> <li>e) Documents other than as shown in cover 20;</li> <li>f) Lottery tickets and raffle tickets;</li> <li>g) Any part of the structure of the <b>buildings</b> other than fixtures and fittings for which <b>you</b> are responsible as occupier;</li> <li>h) Property mainly used for business trade profession or employment purposes.</li> </ul>

### What is the most we will pay?

**We** will not pay more in total than the sum insured for **contents** shown in **your policy** certificate; for any one claim or series of claims arising from one originating cause under causes 1-11 and covers 12-18, 20, 22-24, 29 and 30. **We** will pay, in addition, amounts due under cover 19, 21 and 25-28 up to the limits shown;

The following limits apply:

- For any one **valuable** - 5% of the **contents** sum insured;
- For any one claim for **valuables** - one third of the **contents** sum insured;
- For **money** - £500.

These are the standard limits if **you** have increased any of them the revised limits which apply to **your policy** will be shown in **your** certificate.



What is covered	What is not covered
<p>Loss or damage to <b>your</b> or <b>your family's contents</b> while they are in the <b>home</b> by following causes:</p> <p>1. Fire, smoke, explosion, lightning, earthquake.</p>	<p>The amount of the <b>excess</b> shown in the certificate except for covers 24, 25 and 26.</p> <p>1. Damage arising gradually or out of repeated exposure.</p>
<p>2. Storm or flood. Storms normally means very windy conditions accompanied by heavy rain hail or snow Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.</p>	<p>2. a) Loss or damage by frost; b) Loss or damage to property in the open; c) Loss or damage caused by rising ground water levels or solely due to change in the water tables; d) Subsidence, heave or landslip caused by storms and flood ; e) Damage to landscaped gardens.</p>
<p>3. Theft or attempted theft. Minimum security precautions <b>endorsement</b> will apply – see certificate.</p>	<p>3. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. b) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible irrecoverable or irredeemable for any reason.</p> <p><b>We</b> will not pay for the following, unless there has been forcible and violent entry to or exit from the <b>home</b>:</p> <p>a) Loss or damage from the <b>home</b> if any part of it is occupied by anyone but <b>you</b> or <b>your family</b>; b) Loss or damage from any part of the <b>home</b> which is used for any business, trade profession or employment purposes;</p>
<p>4. Escape of water from: a) A fixed: i) Water installation; ii) Drainage installation; iii) Heating installation. b) Washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.</p>	<p>4. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Damage caused by the escape of water is covered but damage to the installation is only covered if an insured cause or cover is operative.</p>
<p>5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p>	<p>5. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.</p>
<p>6. Malicious persons or vandals.</p>	<p>6. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Minimum security precautions <b>endorsement</b> may apply – see certificate.</p>
<p>7. Riot, civil commotion, strikes, labour and political disturbances.</p>	

What is covered	What is not covered
<p>8. Subsidence or ground heave of the site on which the <b>buildings</b> stand or landslip.</p>	<p>8. We will not pay</p> <ul style="list-style-type: none"> <li>a) For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>b) For loss or damage caused by faulty or unsuitable materials or design or poor workmanship;</li> <li>c) For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law;</li> <li>d) For loss or damage whilst the buildings are undergoing any structural repairs, structural alterations, extensions or demolition, construction, structural alteration or repair of any <b>Building(s)</b> at the same Insured Premises, or groundwork or excavation at the same Insured Premises;</li> <li>e) For loss or damage caused by coastal or river bank erosion;</li> <li>f) Subsidence prior to inception;</li> <li>g) Normal settlement or bedding down of new structures;</li> <li>h) Settlement or movement of made up ground;</li> <li>i) Fire, subterranean fire, explosion; earthquake or the escape of water from any tank, apparatus or pipe.</li> </ul>
<p>9. Collision by:</p> <ul style="list-style-type: none"> <li>a) Aircraft;</li> <li>b) Aerial devices;</li> <li>c) Road or rail vehicles;</li> <li>d) Animals.</li> </ul> <p style="text-align: right;">} or anything dropped from them</p>	<p>9. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>a) Domestic pets;</li> <li>b) Insects.</li> </ul>
<p>10. Falling trees or branches.</p>	<p>10. a) The cost of removal of the fallen tree or branch. b) loss or damage caused during tree felling lopping or topping.</p>
<p>11. Breakage or collapse of:</p> <ul style="list-style-type: none"> <li>a) Satellite dishes maximum limit £500;</li> <li>b) TV or radio aerials aerial fittings or masts;</li> <li>c) Lampposts;</li> <li>d) Telegraph poles;</li> <li>e) Electricity pylons poles or overhead cables.</li> </ul>	<p>11. Loss or damage to the items themselves. Cover for items in or on the <b>home</b> may be covered – see cover 12 over page.</p>

What is covered	What is not covered
<p>12. HOME ENTERTAINMENT EQUIPMENT Accidental damage to:</p> <ul style="list-style-type: none"> <li>a) Television sets and their aerials;</li> <li>b) Radios, stereos or other audio entertainment equipment;</li> <li>c) Record players, compact disc players and tape recorders;</li> <li>d) Video recorders;</li> <li>e) DVD players, Blue-Ray players or similar visual media players;</li> <li>f) <b>Home</b> computers, games consoles;</li> <li>g) Cable/satellite/digital television receivers.</li> </ul>	<p>12. a) Damage to equipment designed to be portable e.g. laptops, tablets, portable music players, head-phones;</p> <ul style="list-style-type: none"> <li>b) Mechanical or electrical breakdown or failure;</li> <li>c) Damage to records discs, CDs, DVDs, Blue-Ray Discs, mini-discs or other similar data storage devices;</li> <li>d) Accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> <li>i. Erasure or distortion of data;</li> <li>ii. Accidental erasure or mislaying or misfiling of documents or records;</li> <li>iii. Viruses.</li> </ul> </li> <li>e) Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering;</li> <li>f) Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> <li>g) Damage to equipment not in or on the <b>home</b>;</li> <li>h) Loss or damage by chewing, scratching, tearing or fouling by domestic pets;</li> <li>i) Damage caused by wear and tear;</li> <li>j) Damage caused by rot, fungus, insects or vermin;</li> <li>k) Damage caused by the action of light or any atmospheric or climatic condition;</li> <li>l) Damage caused by any gradually operating cause.</li> </ul>
<p>13. MIRRORS AND GLASS Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a) Mirrors;</li> <li>b) Fixed glass in and glass tops of furniture;</li> <li>c) Ceramic hobs and ceramic tops of cookers;</li> <li>d) Glass oven doors.</li> </ul>	<p>13. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</p> <ul style="list-style-type: none"> <li>b) Loss or damage to <b>your</b> or <b>your family's contents</b>, while they are not in the <b>home</b>.</li> </ul>
<p>14. REPLACEMENT OF LOCKS <b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>a) External doors and windows of the <b>home</b>;</li> <li>b) A safe within or an alarm protecting the <b>home</b>;</li> </ul> <p>following the theft of keys. <b>We</b> will not pay more than £500 for any one claim.</p>	<p>14. The cost of replacing keys and locks to a garage or <b>outbuilding</b>. <b>We</b> will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p>

What is covered	What is not covered
<p>15. CREDIT CARD LIABILITY</p> <p><b>You</b> or <b>your family's</b> liability under the terms of any credit card, cheque card or cash dispenser, card agreement as a direct result of its theft from the <b>home</b> and following its unauthorised use by any person not related to or residing with <b>you</b>.</p> <p><b>We</b> will not pay any more than £250 for any one claim.</p> <p><i>Do not forget to immediately inform the police and issuing authorities in the event of a loss.</i></p>	<p>15. Any loss unless:</p> <ul style="list-style-type: none"> <li>a) <b>You</b> or <b>your family</b> have complied with the terms and conditions of the issuing authority;</li> <li>b) Any loss or claim due to accounting errors or omissions.</li> </ul>
<p>16. ACCIDENTAL LOSS OF OIL AND METERED WATER</p> <p>This Section extends to include cover for additional metered utility charges and additional heating oil charges incurred by the <b>Insured</b>, following Damage insured hereby, at the Insured Premises during the <b>Period of Insurance</b>. The Insurer shall not be liable for any such charges incurred by the Insured in respect of any Unoccupied Building(s).</p>	<p>16. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p>17. <b>Contents</b> REMOVED TO THE GARDEN</p> <p>Loss or damage by causes 1-11 to <b>contents</b> while in the open within the boundaries of the land belonging to the <b>home</b>.</p> <p><b>We</b> will not pay more than £500 for any one claim.</p>	<p>17. Loss or damage to:</p> <ul style="list-style-type: none"> <li>a) <b>Valuables</b> or <b>money</b>;</li> <li>b) Plants and trees.</li> </ul>
<p>18. TEMPORARY REMOVAL</p> <p>Loss or damage by causes 1-11 to the <b>contents</b> temporarily removed from the <b>home</b> to:</p> <ul style="list-style-type: none"> <li>a) Any bank or safe deposit;</li> <li>b) Any occupied private dwelling;</li> <li>c) Any building where <b>you</b> or <b>your family</b> are working or temporarily residing while anywhere in the world for up to 60 days during any <b>period of insurance</b>.</li> </ul> <p><b>We</b> provide insurance protection for <b>contents</b> in the <b>home</b> during normal periods of unoccupancy, for example when <b>you</b> are on holiday.</p> <p><i>However if <b>you</b> are going away for 90 consecutive days or more, if the <b>home</b> is to be vacated, please tell <b>us</b> as this will affect the terms of <b>your policy</b>.</i></p>	<p>18. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) By theft unless it involves forcible and violent entry to or exit from a building;</li> <li>b) From a caravan, mobile home or motor home;</li> <li>c) Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.</li> </ul>

What is covered	What is not covered
<p>19. ALTERNATIVE ACCOMMODATION</p> <p>While the <b>home</b> cannot be lived in because of loss or damage covered by this <b>policy</b>, <b>we</b> will pay for:</p> <p>a) Rent payable for which <b>you</b> are legally liable;</p> <p>or</p> <p>b) The reasonable increased cost of alternative accommodation for <b>you</b> and <b>your family</b> and <b>your</b> domestic pets.</p> <p><b>We</b> will not pay more than 20% of the sum insured for <b>contents</b> for any one claim.</p>	
<p>20. DOCUMENTS</p> <p>Loss or damage by causes 1-11 to documents (other than <b>money</b>) whilst:</p> <p>a) Within the main <b>building</b> of the <b>home</b>;</p> <p>or</p> <p>b) Deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world.</p> <p><b>We</b> will not pay more than £250 for any one claim.</p>	<p>20. a) Property more specifically insured by any other insurance;</p> <p>b) Property mainly used for business trade profession or employment purposes.</p>
<p>21. AUTOMATIC INCREASE IN SUM INSURED FOR GIFTS AND PROVISIONS</p> <p>The <b>contents</b> sum insured is automatically increased for gifts and provisions:</p> <p>a) During the months of November and December;</p> <p>b) During the period 30 days before and 30 days after <b>your</b> or <b>your family's</b> wedding.</p> <p><b>We</b> will not pay more than 10% of the sum insured for <b>contents</b> for any one claim.</p>	
<p>22. VISITOR'S PERSONAL EFFECTS</p> <p>Loss or damage by causes 1-11 to visitor's personal effects whilst contained within the <b>home</b>.</p> <p><b>We</b> will not pay more than £500 for each visitor for any one claim.</p>	<p>22. Loss or damage specifically excluded under <b>contents</b> standard cover.</p>
<p>23. DOMESTIC STAFF'S PERSONAL EFFECTS</p> <p>Loss or damage by causes 1-11 to <b>domestic staff's</b> personal effects contained within the <b>home</b>.</p> <p><b>We</b> will not pay more than £500 for each member of <b>domestic staff</b> for any one claim.</p>	<p>23. Loss or damage specifically excluded under <b>contents</b> standard cover.</p>

What is covered	What is not covered
<p>24. UNRECOVERED DAMAGES</p> <p><b>We</b> will pay the amount of any award of damages made in <b>your</b> or <b>your family's</b> favour which:</p> <ul style="list-style-type: none"> <li>a) Is in respect of death, bodily injury or illness or damage to property of such nature that <b>you</b> or <b>your family</b> would have been entitled to indemnity under LIABILITY TO THE PUBLIC had <b>you</b> or <b>your family</b> been responsible for the injury or damage;</li> <li>b) Is made by a court within the United Kingdom, the Isle of Man or Channel Islands;</li> <li>c) Is still outstanding six months after the date on which it is made;</li> <li>d) Is not the subject of an appeal.</li> </ul> <p><b>We</b> will not pay more than £1,000,000 in respect of any one award.</p>	

## Contents Additional Cover

Your certificate will show if this extension has been chosen

What is covered	What is not covered
<p>28. ACCIDENTAL LOSS OR DAMAGE TO <b>CONTENTS</b> WHILST IN THE <b>HOME</b>.</p>	<p>28. a) Any loss or damage specifically excluded under <b>contents</b> standard cover;</p> <p>b) Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>i) By mechanical or electrical breakdown or failure;</li> <li>ii) Arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> <li>iii) Caused by or in the process of cleaning, maintenance, repair dismantling, restoring, altering, dyeing or washing;</li> <li>iv) By chewing, scratching, tearing or fouling by domestic pets;</li> <li>v) By wear and tear;</li> <li>vi) By rot, fungus, insects or vermin;</li> <li>vii) By the action of light or any atmospheric or climatic condition;</li> <li>viii) By any gradually operating cause;</li> <li>ix) To contact lenses;</li> <li>x) To food drink or plants;</li> <li>xi) Specifically provided for under <b>contents</b> standard cover;</li> <li>xii) To computers or computer equipment: <ul style="list-style-type: none"> <li>• By erasure or distortion of data;</li> <li>• By accidental erasure or mislaying or misfiling of documents or records;</li> <li>• By viruses;</li> <li>• By contamination;</li> </ul> </li> <li>xiii) Arising from depreciation in value or consequential loss;</li> <li>xiv) While the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
<p>29. HOUSE REMOVAL</p> <p>Accidental loss or damage to <b>contents</b> whilst in the course of removal by professional removal contractors from the <b>home</b> to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>29. Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>a) To <b>money</b>;</li> <li>b) To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors;</li> <li>c) To jewellery;</li> <li>d) During sea transit;</li> <li>e) Whilst the <b>contents</b> are in storage;</li> <li>f) By mechanical or electrical breakdown or failure.</li> <li>g) To defective packing, denting, scratching or bruising, vermin or insects;</li> <li>h) To packing which was inadequate to withstand normal handling.</li> </ul>

## Personal Possessions

**Your** certificate will show if this section is in force. Inflation protection applies (see page 12).

### What are personal possessions?

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All of the following things are included provided that they belong to **you** or **your family** or **you** or **they** are legally responsible for them and they are mainly used for private purposes.

#### Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also sports equipment and pedal cycles It does not include **valuables** or **money**.

#### Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

#### Money

This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

If a reduced premium rate applies for items permanently kept in **your** bank, **we** must be notified of their removal otherwise no cover will be operative.

#### Portable Electronic Goods

This means SLR and digital cameras, camcorders, mobile phones, laptops, tablet computers, MP3 or music players, handheld computer consoles, satellite navigation systems, voice recording devices and e-readers.

### What is the most we will pay?

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**We** will not pay more than the sum insured shown in total for personal possessions in **your policy** for any one claim.

NB: The sum insured for Personal Possessions is included within the sum insured for **contents** standard cover and is not in addition to it.

The following limits apply:

For <b>money</b>	- £500;
For credit cards	- £250;
For any one pedal cycle	- £400;
For any one unspecified article	- £2,000;

These are the standard limits.

If **you** have increased any of them, the revised limits which apply to **your policy** will be shown in **your** certificate.



What is covered	What is not covered
<p>1. Loss or damage to <b>valuables, money, portable electronic goods, and personal effects</b> belonging to <b>you</b> or <b>your family</b> whilst anywhere in the world.</p>	<p>1. The amount of the <b>excess</b> shown in the schedule</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>a) Arising from the cost of remaking any film, disc or tape or the value of any information contained on it;</li> <li>b) Caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering;</li> <li>c) Caused by chewing, scratching, tearing or fouling by domestic pets;</li> <li>d) Caused by rot, fungus, insects or vermin;</li> <li>e) Caused by any gradually operating cause or wear and tear;</li> <li>f) Caused by theft or attempted theft from an unattended motor vehicle, unless the item(s) are concealed from view, all windows are closed and all doors, including the boot, are locked;</li> <li>g) To items not in the care, custody or control of <b>you</b> or <b>your family</b> or an authorised person;</li> <li>h) Caused by theft or attempted theft from an unlocked hotel room;</li> <li>i) By depreciation in value or consequential loss;</li> <li>j) By mechanical or electrical breakdown or failure;</li> <li>k) To watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes), but lawn mowers, garden implements, wheelchairs, models and toys are covered;</li> <li>l) To parts, accessories, tools and fitted radios cassette players and compact disc players for the things excluded in (k) above;</li> <li>m) By theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle;</li> <li>n) To any property mainly used for business trade profession or employment purpose;</li> <li>o) To plants or any living creature;</li> <li>p) To documents;</li> <li>q) To contact lenses;</li> </ul> <p style="text-align: right;"><i>(continued on next page)</i></p>

What is covered	What is not covered
	<ul style="list-style-type: none"> <li>r) Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;</li> <li>s) Specifically provided for elsewhere in this <b>policy</b>;</li> <li>t) To computers or computer equipment: <ul style="list-style-type: none"> <li>i) By erasure or distortion of data;</li> <li>ii) By accidental erasure or mislaying or misfiling of documents or records;</li> <li>iii) By viruses;</li> <li>iv) By contamination.</li> </ul> </li> <li>u) While the <b>home</b> is left <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>v) To property more specifically insured by any other insurance;</li> <li>w) To lottery tickets and raffle tickets.</li> </ul>
<p>2. <b>You or your family's</b> liability under the terms of any credit card or cash dispenser card agreement, as a direct result of its unauthorised use by any person not related to or residing with <b>you</b> or <b>your family</b>.</p>	<p>2. Any loss or claim:</p> <ul style="list-style-type: none"> <li>a) Unless <b>you</b> and <b>your family</b> have complied with the terms and conditions of the issuing authority;</li> <li>b) Due to accounting errors or omissions.</li> </ul>

## Buildings Standard Cover

Your certificate will show if this section is in force. Inflation protection applies (see page 12).

### What is the most we will pay?

We will not pay more in total than the sum insured shown for **buildings** in your policy certificate for any one claim under causes 1-11 and covers 13, 14, 15, 17, 18 and 20. We will pay, in addition, amounts due under covers 12 and 16 up to the limits shown.

What is covered	What is not covered
<p>Loss or damage to the <b>buildings</b> by the following causes:</p>	<p>The amount of the <b>excess</b> shown in the certificate (increased for cause 4). Not applicable to cover 19.</p>
<p>1. Storm or flood</p> <p>Storm normally means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.</p>	<p>1. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) By subsidence ground heave or landslip;</li> <li>b) To gates, hedges, fences, drives or paths;</li> <li>c) To radio or television aerials*;</li> <li>d) By frost;</li> <li>e) Caused by rising ground water levels.</li> <li>f) Loss or damage caused by rising ground water levels or solely due to change in the water tables;</li> <li>d) Subsidence, heave or landslip caused by storms and flood ;</li> <li>e) Damage to landscaped gardens.</li> </ul> <p><i>* May be covered under the contents standard cover section if you have chosen this cover.</i></p>
<p>2. Escape of water from or frost damage to:</p> <ul style="list-style-type: none"> <li>a) A fixed: <ul style="list-style-type: none"> <li>• Water installation;</li> <li>• Drainage installation;</li> <li>• Heating installation.</li> </ul> </li> <li>b) A washing machine dishwasher water bed refrigerator or deep freeze cabinet.</li> </ul> <p>We will also pay the necessary reasonable costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall floor or ceiling removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.</p>	<p>2. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) While the <b>home is unoccupied or unfurnished</b>;</li> <li>b) By subsidence, ground heave or landslip;</li> <li>c) By dry rot;</li> </ul> <p>Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.</p>
<p>3. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation. We will also pay the necessary costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall floor or ceiling if removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.</p>	<p>3. Loss or damage while the <b>home is unoccupied or unfurnished</b>.</p> <p>Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.</p>

What is covered	What is not covered
<p>4. <b>Subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>.</p>	<p>4. <b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a. Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also damaged at the same time by the same event;</li> <li>b. Loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>c. Loss or damage caused by faulty or unsuitable materials or design or poor workmanship;</li> <li>d. Loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law;</li> <li>e. Loss or damage caused by coastal or river bank erosion;</li> <li>f. Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, structural alterations, extensions or demolition, construction, structural alteration or repair of any <b>Building(s)</b> at the same Insured Premises, or groundwork or excavation at the same Insured Premises;</li> <li>g. Loss or damage caused by normal <b>settlement</b> and / or any general deterioration of the <b>building</b>;</li> <li>h. Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the <b>buildings</b>;</li> <li>i. The first £1,000 of every claim unless stated otherwise on your Certificate.</li> <li>j. Subsidence prior to inception;</li> <li>k. Normal settlement or bedding down of new structures;</li> <li>l. Settlement or movement of made up ground;</li> <li>m. Fire, subterranean fire, explosion; earthquake or the escape of water from any tank, apparatus or pipe.</li> </ul>
<p>5. Theft or attempted theft. Minimum security precautions endorsement will apply – please refer to your certificate and statement of fact.</p>	<p>5. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Loss or damage to or from the interior of the building unless force and violence is used to enter or exit the building. Any amount in excess of £2,500 in respect of any one claim for loss or damage to the external fixed fabric of the buildings.</p>

What is covered	What is not covered
6. Collision by: a) Aircraft; or b) Aerial devices; anything c) Road or rail vehicles; dropped d) Animals. from them.	6. Loss or damage caused by: a) Domestic pets; b) Insects.
7. Falling trees or branches.	7. a) The cost of removal if the fallen tree or branch has not caused damage to the <b>buildings</b> ; b) Loss or damage caused during tree felling lopping or topping.
8. Breakage or collapse of: a) Satellite dishes; b) TV or radio aerials aerial fittings or masts; c) Lampposts; d) Telegraph poles; e) Electricity pylons poles or overhead cables.	8. Loss or damage to the items themselves. Certain items may be covered under the <b>contents</b> standard cover section, if <b>you</b> have chosen this cover.
9. Fire, smoke, explosion, lightning, earthquake.	9. Smoke damage arising gradually out of repeated exposure.
10. Malicious persons or vandals.	10. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> .
11. Riot, civil commotion, strikes, labour and political disturbances.	
12. <b>DEBRIS REMOVAL AND BUILDING FEES</b> Necessary expenses for rebuilding or repairing the <b>buildings</b> as a result of damage covered by buildings standard cover for: a) Architects, surveyors, consulting engineers and legal fees; b) The cost of clearing debris from the site or demolishing or shoring up the <b>buildings</b> ; c). The cost to comply with government or local authority requirements. <b>We</b> will not pay more than 10% of the sum insured for <b>buildings</b> for any one claim.	

What is covered	What is not covered
<p>13. SERVICE PIPES AND CABLES</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> <li>a) Cables;</li> <li>b) Drain inspection covers;</li> <li>c) Underground drains pipes or tanks providing services to or from the <b>home</b> and for which <b>you</b> are responsible.</li> </ul> <p><b>We</b> will also pay the necessary and reasonable costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall drive fence or path removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.</p>	<p>13. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.</p>
<p>14. GLASS AND SANITARY WARE</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a) Fixed glass in: <ul style="list-style-type: none"> <li>i) Windows;</li> <li>ii) Doors;</li> <li>iii) Fanlights;</li> <li>iv) Skylights;</li> <li>v) Greenhouses;</li> <li>vi) Conservatories;</li> <li>vii) Verandas.</li> </ul> </li> <li>b) Fixed ceramic hobs or hob covers;</li> <li>c). Fixed sanitary ware and bathroom fittings.</li> </ul>	<p>14. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</p> <p>b) Damage to property that does not form part of the <b>home</b>.</p> <p>Remember it is a condition of <b>your policy</b> that the property must be kept in good repair at all times.</p>
<p>15. REPLACEMENT OF LOCKS</p> <p><b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>a) External doors and windows of the <b>home</b>;</li> <li>b) A safe within or an alarm protecting the <b>home</b>;</li> </ul> <p>following the theft of their keys.</p> <p><b>We</b> will not pay more than £500 for any one claim.</p>	<p>15. The cost of replacing keys and locks to a garage or <b>outbuilding</b>.</p> <p><b>We</b> will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p>
<p>16. ALTERNATIVE ACCOMMODATION</p> <p>While the <b>home</b> cannot be lived in because of loss or damage covered under buildings standard cover.</p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>a) The reasonable increased cost of alternative accommodation for <b>you</b> and <b>your family</b> and <b>your</b> domestic pets; or</li> <li>b) The amount of rent <b>you</b> and <b>your family</b> lose.</li> </ul> <p><b>We</b> will not pay more than 20% of the sum insured for <b>buildings</b> for any one claim.</p>	

What is covered	What is not covered
<p>17. EMERGENCY ENTRY</p> <p>Loss or damage to the <b>buildings</b> caused when the fire police or ambulance service has to force an entry to the <b>buildings</b> because of an emergency involving <b>you</b> or <b>your family</b>.</p>	
<p>18. CONTRACTING PURCHASER</p> <p>Anyone buying the <b>home</b> who will have the benefit of the buildings section until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>18. If the <b>buildings</b> are insured under any other insurance.</p>

## Buildings Additional cover

Your certificate will show if this extension has been chosen.

What is covered	What is not covered
<p>19. ACCIDENTAL DAMAGE TO THE <b>BUILDINGS</b></p>	<p>19. Accidental damage:</p> <ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one;</li> <li>b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking;</li> <li>c) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended;</li> <li>d) for damage to outbuildings and garages which are not of <b>standard construction</b>;</li> <li>e) for damage while the <b>home</b> is lent, let or sublet;</li> <li>f) for the cost of general maintenance;</li> <li>g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost;</li> <li>h) for damage caused by faulty or unsuitable materials or design or poor, workmanship;</li> <li>i) for damage from mechanical or electrical faults or breakdown;</li> <li>j) for damage caused by dryness, dampness, extremes of temperature or exposure to light;</li> <li>k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks and gardens;</li> <li>l) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination;</li> <li>m) the first GBP £100 of every claim, unless a higher buildings excess shows on your certificate.</li> <li>n) not covered under the other perils;</li> <li>o) <b>Buildings</b> or structures in course of construction or erection.</li> </ul>



## Personal Accident

If **your** certificate shows **you** have **contents** cover this cover is automatically in force.

What is covered	What is not covered
<p>If <b>you</b> or <b>your</b> domestic partner living with <b>you</b> suffers accidental injury within the United Kingdom, the Channel Islands or the Isle of Man as a result of:</p> <ul style="list-style-type: none"><li>a) Accident, assault or fire in the <b>home</b>;</li><li>b) An accident whilst travelling as a passenger on a public service vehicle;</li><li>c) Assault in the street;</li></ul> <p>during the <b>period of insurance</b> which proves fatal within 12 months of its occurrence, <b>we</b> will pay £5,000 to the deceased's legal personal representative(s).</p>	<p><b>We</b> will not pay where:</p> <ul style="list-style-type: none"><li>a) The person is over the age of 75 years;</li><li>b) The incident is not reported to <b>us</b> within 14 days of death.</li></ul>

## Legal Liability to the Public

This section applies only if the certificate shows that either the **buildings** are insured under the Contents section or the **contents** are insured under the Buildings section of this contract of insurance.

### Part A

Part A of this section applies in the following way:

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

What is covered	What is not covered
<p><b>We will pay for your legal liability:</b></p> <p>i As owner or occupier up to the sums insured stated in the <b>schedule</b> for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b></li> <li>• Damage to property caused by an accident occurring at the <b>premises</b> during the <b>period of insurance</b>, OR</li> </ul> <p>ii As a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b></li> <li>• Damage to property caused by an accident occurring anywhere in the world during the <b>period of insurance</b></li> </ul> <p>iii <b>ACCIDENTS TO DOMESTIC STAFF</b></p> <p><b>We will pay for your legal liability</b> for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> within the UK to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b></p> <p><b>We will not pay more than £2,000,000</b> for any one accident or series of accidents arising out of any one event, plus the costs and expenses which <b>we</b> have agreed in writing.</p>	<p><b>We will not pay for your legal liability</b></p> <p>a. For <b>bodily injury</b> to</p> <ul style="list-style-type: none"> <li>• <b>You</b></li> <li>• Any other permanent member of the <b>home</b></li> <li>• Any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>b. For <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c. Arising out of any criminal or violent act to another person or property other than for reasons of protection of self or other persons.</p> <p>d. For damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> <li>• <b>You</b></li> <li>• Any other permanent member of the <b>home</b></li> <li>• Any person engaged in <b>your</b> service</li> </ul> <p>e. Arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f. Which <b>you</b> have assumed under contract and which would not otherwise have attached (<b>Exclusions</b> continued over the page)</p> <p>g. arising out of <b>your</b> ownership, possession or use of:</p> <ol style="list-style-type: none"> <li>i. Any motorised or horse drawn vehicle other than: <ul style="list-style-type: none"> <li>• Domestic gardening equipment used within the <b>premises</b> and</li> <li>• Domestic pedestrian controlled gardening equipment</li> </ul> </li> <li>ii. Any power-operated lift other than stairlifts</li> <li>iii. Any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> </ol>

What is covered	What is not covered
	<p>iv. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation</p> <p>h. In respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the certificate; and</li> <li>• Reported to <b>us</b> not later than thirty (30) days from the end of the <b>period of insurance</b>;</li> </ul> <p>In which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i. Arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p> <p>j. <b>We will not pay for your legal liability for bodily injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• From the use of any vehicle outside the <b>premises</b></li> <li>• From any vehicle used for racing, pacemaking or speed testing</li> <li>• From any communicable disease or condition</li> <li>• In Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the <b>period of insurance</b></li> <li>• From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li> </ul>

## Part B

What is covered	What is not covered
<p><b>We</b> will pay for:</p> <p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none"><li>• Part A(ii) of this section would have paid you had the award been made against you rather than to you</li><li>• There is no appeal pending</li><li>• You agree to allow us to enforce any right which we shall become entitled to upon making payment</li></ul>	<p><b>We</b> will not pay for:</p> <p>for any amount in excess of GBP 250,000</p>

## Part C

What is covered	What is not covered
<p><b>We</b> will pay for:</p> <p>any amount <b>you</b> 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 <b>home</b> previously owned and occupied by <b>you</b>.</p>	<p><b>We</b> will not pay for:</p> <p>for the cost of repairing any fault or alleged fault</p>

## Limit of insurance

### **We** will not pay

- In respect of pollution and/or contamination:  
more than GBP 2,000,000 for the period of insurance.
- In respect of other liability covered under section four:  
more than GBP 2,000,000 in all for Part A and C, and GBP 250,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

# Endorsements, Special Terms and Conditions

The following clauses apply only if they are mentioned in the certificate.

## 1. Alarm Clause

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This insurance does not cover theft when **you** have left the premises without an authorised occupant, or at night unless:

- a) At all such times the intruder alarm has been put into full and effective operation;
- b) The intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

## 2. Jewellery Clause

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**We** will not pay more than £250 for any one claim of, loss of or damage to jewellery or watches by theft or disappearance unless such items are:

- a) Being worn by **you**;
- b) Being carried by hand under **your** personal supervision; or
- c) Deposited in a bank or locked safe or, if **you** are staying in a hotel or motel, unless such items are kept in the principal safe of the hotel or motel.

## 3. Non-Standard Construction Clause

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It is agreed that the private dwelling of the **home** is not of standard construction.

## 4. Subsidence, Heave or Landslip Exclusion Clause

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Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 4 of **building** standard cover, is not covered by this insurance.

## 5. Flood Exclusion Clause

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**Buildings** standard cover and **contents** standard cover of this insurance do not cover loss or damage caused by flood, other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 1 of **buildings** standard cover and 2 of **contents** standard cover respectively.

## 6. Contractors Exclusion Clause

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This insurance does not cover loss, damage or liability arising out of the activities of contractors.

## 7. Keys Clause

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This insurance does not cover theft of jewellery from safe(s), unless **you** have removed the keys of the safe(s) from the **home**, while **you** are absent from the premises.

## 8. Thatch Clause

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- All chimneys to solid fuel stoves, boilers and open fires, are kept in a good state of repair and that they are professionally cleaned once a year before winter;
- All old thatch and thatching is burnt at a distance of more than 100 metres from the premises;
- No naked flames or tools producing naked flames be present in the attic or loft space at any time.

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

## 9. Mortgage Interest Clause

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The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home**, provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

## 10. Unattended Vehicles Clause

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This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

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## 11. FLEEA Clause

It is hereby noted and agreed that the premises insured hereunder are covered against loss or damage directly caused by the perils of fire, lightning, explosion, earthquake and aircraft only.

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## 12. Stamp Clause

**We** will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

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## 13. Minimum Security Clause

This insurance does not cover theft from the private dwelling of the **home**, unless the undernoted minimum protections are fitted:

- External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621);
- Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections;
- Windows: key operated security locks to all ground floor and other accessible windows.

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## 14. Musical Instrument Clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

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## 15. Flat Roof Clause

It is a condition precedent of this **policy** that the flat roof has been inspected and repaired, where necessary, no earlier than 24 months prior to inception. It is further warranted that future inspections and repair, renovation and replacement, where necessary, will take place at no greater than five year intervals with full records of inspections and works retained for **our** inspection. This condition is precedent to any liability for claims relating to the flat roof.

If the **Insured** breaches this condition precedent, the **Insurer's** liability under this insurance in respect of any loss occurring or attributable to any **Event** arising from such underground work, shall be suspended from the time of the breach until the time when the breach is remedied. The **Insurer** will have no liability for any loss which occurs during the period when the **Insurer's** liability is suspended or for any loss which results from the breach, unless the **Insured** shows that non-compliance with this condition could not have increased the risk of the loss actually occurring in the circumstances in which it occurred.

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## 16. Monthly Payment Clause

It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **your** paying the premium for each month's cover. **We** will normally only review **your** premium once per annum.

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## 17. Legal Fees Clause

This **policy** includes Legal Protection Cover, in accordance with the enclosed **policy** document.

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## 18. Theft limitations Clause

This insurance does not cover theft or attempted theft from the **home**, other than as a result of violent and forcible entry.

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## 19. Tree Pruning Clause (19)

In accordance with General Conditions: Taking Care of Your Property; a Tree Surgeon or similar professional must, triennially, at the **insured's** expense:

- a) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the property insured;
- b) Prune or pollard any/all trees as appropriate.

Subject otherwise to the terms, exclusions and conditions of the **policy**

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## 20. Theft or Attempted Theft and Malicious Damage (20)

**We** will not be liable for the first £1,000 of each and every claim arising from theft or attempted theft or malicious damage unless the property is protected by the minimum security, as described in endorsement 13 Minimum Security Clause (13).

## **21. Central Heating Clause (21)**

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**You** must maintain the property at a constant temperature of 13°C at all times or turn the water supply off and drain the system.

# Complaints Procedure

**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:

<b>Policy Enquiries</b>	<b>Claims Enquiries</b>
Discount Insurance	The Claims Team
The Business Exchange	Ryan Direct Group
26/28 Hammersmith Grove	PO BOX 1291
London	Preston
W6 7BA	PR2 0QJ
Tel: 0208 847 8000	Tel: 0330 102 6062
Email: info@discountinsurance.co.uk	Email: prestonclaims@ryandirectgroup.co.uk

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer  
55 Blythswood Street  
Glasgow  
G2 7AT  
Tel: 0141 285 3539  
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:

<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

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  
Website: 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.



# 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 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**

## IMPORTANT CONDITIONS

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

### Prospects of Success

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

### Proportional Costs

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

### Duty of Disclosure

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

### Suspension of Cover

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

## Definitions

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

### Adviser

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

### Advisers' Costs

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

### Conditional Fee Agreement

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

### Conflict of Interest

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

### Data Protection Legislation

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

### Disclosure Breach

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

### Excess

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

**Property Infringement section:** £250.

**All other sections:** Nil.

### Insured Event

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

### Insurer

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AmTrust Europe Limited.

### Legal Action(s)

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

### Legal Helpline

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

### Maximum Amount Payable

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

All sections: £50,000

### Period of Insurance

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

### Standard Advisers' Costs

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

### Territorial Limits

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The United Kingdom

**We/Us/Our**

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

**You / Your**

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

**Vehicle**

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

## A Cover

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

### Consumer Pursuit

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

### Personal Injury

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible.</p> <p>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 You 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
<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.	Claims <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
<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.	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>

## 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:

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

### 2. Claims

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

### 3. Disputes

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

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

#### **4. Prospects of Success**

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

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

#### **5. English Law and Language**

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

#### **6. Other insurances**

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

#### **7. Disclosure**

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

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

#### **8. Fraud**

In the even of fraud, We:

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

#### **9. Change in Law**

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



## D Customer Services Information

### How to make a claim

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

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

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

### General Data Protection Regulation 2016/679

**Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the General Data Protection Regulation 2016/679.

### Customer Service

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

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

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The Business Exchange,  
26/28 Hammersmith Grove  
London, W6 7BA  
Tel: 020 8847 8000  
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