

# POLICY TERMS & CONDITIONS



# HEMOCARE BUILDINGS & CONTENTS

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# Discount Insurance

## Introduction

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

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

This insurance offers a comprehensive cover, legal liability as well as extended options - please refer to **your** insurance certificate and statement of fact for **your** cover level, provided that the conditions under which this policy has been issued are fulfilled. If **you** have any questions, please contact **us** on 0208 847 8000 or free phone 0800 2944 522.

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

## Your Insurers

This policy is administered by **Your** agent, arranged by Discount Insurance and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>.

This **Policy** is a contract of insurance between **You** and **Us**, and is made up of this booklet and **Your Schedule** including any **Endorsements**. It is based on the statements and information **You** gave **Your** insurance agent or the information that was given on **Your** behalf when **You** applied for the insurance. We used that information to assess the cover **We** would provide for **You** and to set the premium and **Policy** conditions required for that cover.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the period of cover

**You** should read this **Policy**, **Your** statement of facts and **Your Schedule** together. Words with specific meanings are defined on Pages 4-5 of the **Policy**.

## Governing Law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

## Important note

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

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

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

## DEFINITIONS

The following definitions apply to Sections 1-5 only and have the same meaning wherever they appear in **Your Policy** or **Schedule** and are highlighted in bold:

### **Accidental Damage**

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Sudden, unexpected and unintentional damage, occurring at a specific time and caused by external means.

### **Bedroom**

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A room used as or originally designed and built for sleeping in even if now used for another purpose, and any rooms that have been permanently converted for sleeping in.

### **Buildings**

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The **Property**, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You**, or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

### **Business**

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Any employment, trade or profession.

### **Consequential Loss**

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Costs which are incurred as a direct consequence of any event which led to a claim being made under this **Policy**. For example, mobile telephone call charges following the loss of a mobile telephone.

### **Contents**

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Household furniture and goods; fittings; **Personal Effects** and Possessions, **Pedal Cycles**, plus TV aerials and masts which are the **Property** of **You** or members of **Your Family** permanently residing with **You** or for which **You** are legally liable. **Contents** includes **Office Equipment** and office furniture used by **You** or **Your Family** for **Business** or professional purposes up to £5,000 when in **Your Home**, owned by, or the legal responsibility of **You** or a member of **Your Family**.

### **Cost of Rebuilding**

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

### **Credit Cards**

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Credit, cheque, debit, charge or cash cards, issued in the British Isles and held for personal or charitable purposes by **You** or **Your Family**.

### **Endorsement(s)**

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A specific term, condition or variation to the **Policy**.

### **Excess**

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The amount **You** must pay towards any claim.

### **Family**

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**You**, **Your** domestic partner and other relations that permanently reside with **You**, including fostered and adopted children.

## **Home**

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The **Property**, fixtures and fittings that **You** are responsible for. If there are no **Business** visitors to the **Property** and no employees, one room may be used as an office. Unless **We** say otherwise in the **Schedule**, the main building of **Your Property** must be made of brick, stone or concrete and have a slate, tile, metal or concrete roof.

## **Insurers/We/Us/Our**

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

## **Money**

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Coin and bank notes used as legal tender, postal stamps (not in a collection), postal and **Money** orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens, held for private purposes by **You** or **Your Family**.

## **Office Equipment**

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Office furniture and **Business** equipment, including computers, printers, photocopiers and telephone answering machines, all used for **Business** or professional purposes.

## **Pedal Cycles**

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Any bicycle, including electrically powered models, and its accessories.

## **Period of Insurance**

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The period shown in the **Schedule**, for which **We** agree to grant cover.

## **Personal Effects**

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Clothing or other items normally carried on or about **You**, excluding the following: **Valuables**, **Money**, household goods, **Pedal Cycles**, sports equipment, items relating to **Business**, camping equipment.

## **Personal Possessions**

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Jewellery, watches, **Valuables**, **Money**, household goods, sports equipment excluding **Pedal Cycles**, items relating to **Business**.

## **Policy**

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The **Policy** booklet, the **Schedule** and all terms, conditions and **Endorsements** of **Your** insurance contract with **Us**.

## **Property**

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The private house or flat and its out**Buildings** (including garages), at the address shown on **Your Schedule**, all used for domestic purposes only.

## **Schedule**

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The document which provides specific details of the insurance cover in force.

## **Sum Insured**

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The amount shown in the **Schedule** as being the maximum amount **We** will pay in the event of any claim on this **Policy**.

## **Unfurnished**

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Without sufficient furniture and furnishings for normal living purposes.

## **Uninsurable Risks**

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Wear and tear, depreciation, fungus, wet or dry rot, vermin or insect damage, mechanical or electrical fault, rusting or corrosion, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

## **United Kingdom**

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Great Britain, Isle of Man, Channel Islands and Northern Ireland.

## **Unoccupied**

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Unoccupancy starts from the date that **You** last vacated the **Property**, which may pre-date the inception of the insurance granted by this **Policy**. Regular visits to the **Home** or occasional overnight stays do not represent a break in this period.

## **Valuables**

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Articles made from precious metals, jewellery, watches, stamps, medals, photographic equipment, furs, curios, works of art and **Home** computer equipment.

## **Vehicles**

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Any vehicle or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle).

But not the following while being used for their intended purpose and by a person for whom they were designed:

- Ride-on lawnmowers
- Electrically powered wheelchairs and mobility scooters
- Electrically powered children's ride on toys
- Electrically assisted bicycles
- Pedestrian controlled electrically powered golf trolleys
- Model watercraft
- Hand-propelled watercraft (such as a surfboard or rowing boat)

## **You/Your**

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The person(s) as specified in the **Schedule**, or in the event of their death, their legally appointed representative.

## SECTION 1 - BUILDINGS

(This section is included if shown on **Your Schedule**).

We cover **Your Buildings** against loss or damage caused by the following perils:

**1. Fire, smoke, explosion, lightning, or earthquake.**

**Excluding**

- a. loss or damage caused by smog, industrial or agricultural output

**2. Storm or flood.**

**Excluding**

- a. loss or damage caused by frost
- b. loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts
- c. loss or damage caused by rising water table levels

**3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.**

**Excluding**

- a. loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- b. loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c. loss or damage caused by gradual emission
- d. subsidence, heave or landslip damage caused by escaping water or oil

**4. Damage to Your plumbing installation caused by freezing or bursting.**

**Excluding**

- a. loss or damage to **Your** plumbing external to **Your Home** or in any outbuilding
- b. loss or damage caused by corrosion, wear and tear or rust
- c. loss or damage occurring after **Your Home** has been **Unoccupied** for more than 14 days in a row during the months of October through to April, unless **Your Home** is adequately heated during these months.

**5. Theft or attempted theft caused by violent and forcible entry or exit.**

**Excluding**

- a. theft or attempted theft by any person lawfully on the **Property**
- b. loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- c. loss or damage caused by deception, unless deception is used solely to gain entry to **Your Property**.

**6. Collision or impact by any animal, Vehicle, aircraft or aerial devices and including items dropped from them.**

**7. Riot, civil commotion, labour and political disturbances.**

**8. Malicious damage to tangible property or vandalism.**

**Excluding**

- a. loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- b. malicious damage or vandalism by person lawfully on the **Property**.

**9. Subsidence, landslip or heave of the site upon which the Buildings stand.**

**Excluding**

- a. loss or damage caused by erosion of any coast or riverbank
- b. loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main Building is damaged at the same time and by the same cause
- c. loss or damage caused by structural repairs, alterations, demolitions or extensions
- d. loss or damage arising from faulty or defective workmanship, designs or materials
- e. normal settlement, shrinkage or expansion
- f. loss or damage that originated prior to the start of this **Policy**
- g. loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main Building are damaged at the same time and by the same cause
- h. loss or damage to **Buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **Buildings**

**10. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.**

**Excluding**

- a. loss or damage caused by maintenance to trees
- b. loss or damage to gates and fences
- c. loss or damage to aerials, dishes and masts

**11. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the Property.**

**Excluding**

- a. loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- b. loss or damage caused by chipping, denting or scratching

**12. Accidental Damage to underground pipes, tanks, cables and services for which You are responsible.**

**Excluding**

- a. loss or damage due to wear and tear or gradual deterioration
- b. loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

**ADDITIONAL COVER**

If **Buildings** is covered on **Your Schedule**, **You** are covered for:

**13. The cost of alternative accommodation and lost rent incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this Policy.**

**Excluding**

- a. any amount in excess of £25,000
- b. losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule**
- c. loss or damage where a valid claim has not been accepted by **Us** under section 1, perils 1-10.

**14. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the Building, following loss or damage caused by any of the perils listed in Section 1 of Your Policy.**

**Excluding**

- a. any fees charged in the preparation of a claim.

**15. Expenses incurred by You in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 12 of this Policy.**

- a. any amount in excess of £1,000
- b. loss or damage to the apparatus from which water or oil has escaped.

**16. Purchaser's Interest**

If **You** have contracted to sell the **Buildings** and the purchaser has not insured the **Property** before completion, the purchaser will have the contractual right to benefit of Section 1 of this **Policy** between exchange of contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.

**17. Emergency Access**

**We** will provide cover for damage to the **Home** or garden landscaping caused by forced access by the fire, police or ambulance services as a result of an emergency.

**Excluding**

- a. any amount in **Excess** of £750

**18. Replacement of Locks and Keys**

**We** will pay to replace and fit locks on the outside doors of **Your Home**, or to any safe or alarm system in Your Home, if the keys have been lost or stolen.



## OPTIONAL COVER

(This extension only applies in shown on the **Schedule**)

### 19. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 12 of this section.

#### Excluding

- a. loss or damage caused by **Uninsurable Risks**
- b. loss or damage caused by vermin; fungus; insects or domestic pets
- c. loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- d. the cost of normal maintenance
- e. loss or damage caused by wet or dry rot; faulty workmanship or design.
- f. loss or damage as a result of any building alterations, renovations or repairs
- g. loss or damage specifically excluded from cover under Section 1 or General Exclusions of this **Policy**

## CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

### Index-linking Clause

If **You** have provided **Your** agent with the **Sum Insured** in Section 1, these may be adjusted each month in accordance with the House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **You** will be requested to provide or confirm the **Sum Insured** which will be used as the basis to calculate the premium required. The **Sum Insured** will be shown on the renewal **Schedule**.

### Basis of Claims Settlement

In the event of loss or damage to the **Buildings**, **We** will pay the full cost of reinstatement, as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **Policy**, **Our** liability will not exceed the **Sum Insured** for the **Property**, as shown in the **Schedule** It is **Your** responsibility to ensure that, at all times the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees.

If the **Sum Insured** isn't enough to cover the cost to rebuild **Your Buildings**, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to rebuild **Your Buildings**, **We** will pay no more than 75% of **Your** claim.

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Buildings** which form(s) part of a pair, set, suite or part of a common design.

**We** will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

### Your Excess

**You** will have to pay any **Excess(es)** shown in **Your Schedule**. This includes the specific **Excesses** for:

- subsidence, heave or landslip
- escape of water.

**We** will only take off one **Excess** for each claim, unless there is an **Endorsement** shown in **Your Policy Schedule** to say otherwise. If **We** have asked a supplier to deal with all or part of **Your** claim, **We** may ask them to collect the **Excess** from **You**.

## SECTION 2 - CONTENTS

(This section is included if shown on **Your Schedule**).

We will cover the **Contents** in **Your Home** against loss or damage caused by the following perils:

**1. Fire, smoke, explosion, lightning, or earthquake.**

**Excluding**

- a. loss or damage caused by smog, industrial agricultural output

**2. Storm or flood.**

**Excluding**

- a. **Contents** in the open
- b. loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts
- c. loss or damage caused by rising water table levels
- d. loss or damage caused by frost

**3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.**

Including £250 of additional metered water charges incurred by **You** and resulting from any of the causes 1-9 of Section 2 of this **Policy**

**Excluding**

- a. loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more
- b. loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c. loss or damage caused by gradual emission
- d. subsidence, heave or landslip damage caused by escaping water or oil

**4. Theft or attempted theft caused by violent and forcible entry or exit.**

**Excluding**

- a. theft or attempted theft by any person lawfully on the **Property**
- b. loss or damage whilst the **Your Home** is **Unoccupied** for 30 days or more
- c. any amount in excess of £1,000 in respect of **Contents** contained within locked detached domestic out **Buildings** and garages
- d. any amount in excess of £500 in respect of **Contents** contained within unlocked detached domestic out **Buildings** and garages
- e. any amount in excess of £500 in respect of flowers, plants, shrubs, trees and any growing matter not in pots or containers

**5. Collision or impact by any animal, Vehicle, aircraft or aerial devices and including items dropped from them.**

**6. Riot, civil commotion, labour and political disturbances.**

**7. Malicious damage to tangible property or vandalism.**

**Excluding**

- a. loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more
- b. malicious damage or vandalism by any person lawfully on the **Property**

**8. Subsidence, landslip or heave of the site upon which the Buildings stand.**

**Excluding**

- a. loss or damage caused by erosion of any coast or riverbank
- b. loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main Building is damaged at the same time and by the same cause
- c. loss or damage caused by structural repairs, alterations, demolitions or extensions
- d. loss or damage arising from faulty or defective workmanship, designs or materials
- e. normal settlement, shrinkage or expansion
- f. loss or damage that originated prior to the start of this **Policy**
- g. loss or damage caused by the movement of solid floors, unless the foundations beneath the outside wall of the main **Building** are damaged at the same time and by the same cause
- h. loss or damage to **Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**

**9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.**

**Excluding**

- a. loss or damage caused by maintenance to trees
- b. loss or damage to gates and fences
- c. loss or damage to aerials, dishes and masts

**10. Accidental Damage to mirrors, fixed glass, glass topped furniture and ceramic hobs.**

**Excluding**

- a. loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more
- b. loss or damage caused by chipping, denting or scratching

**11. Accidental Damage in the Home to:**

Desktop computers, Audio, hi-fi, television, telecommunication, video or DVD equipment, Satellite television receiving equipment or television and radio aerials but not mobile phones, laptop computers, iPads and tablet computers, computer software, hand-held computers or electronic toys.

**Excluding**

- a. loss or damage after the **Property** has been **Unoccupied** for more than 30 days in a row
- b. loss or damage caused by electrical or mechanical breakdown
- c. loss or damage caused by wear and tear, depreciations, gradually operating causes, process of cleaning, repair or restoration
- d. any amount exceeding £1,500 for any single item or set

**ADDITIONAL COVER**

If **Contents** is included on **Your Schedule**, **You** are covered for:

**12. The costs of alternative accommodation and lost rent incurred by You, as a result of Your Home becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.**

**Excluding**

- a. any amount in excess of £10,000
- b. losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule**
- c. loss or damage where a valid claim has not been accepted by **Us** under the perils listed in Section 2, paragraphs 1-11.

**13. Deep Freezer Contents**

**We** will pay up to the £1,000 for food in a domestic deep freezer in the **Home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

**Excluding**

- a. loss or damage from fridges/freezers over 10 years from new
- b. deliberate act of the utility provider

**14. Personal Money and Credit Cards**

Loss of Money in Your Home, up to £750 for any one loss. Your liability under the terms of Your Credit Cards, up to a maximum of £1,000 for any one loss.

**Excluding**

- a. any loss unless the terms and conditions under which the card is issued have been fulfilled
- b. losses not reported to the Police within 24 hours of discovery of loss
- c. any loss as a result of unauthorised use by a member of **Your Family** or a person residing with **You**
- d. loss caused by accounting errors or omissions
- e. depreciation in value

**15. Increased metered water or oil charges incurred by You, which result from the escape of water or oil, for which a successful claim has been made under Section 2, peril 3 of this Policy.**

**Excluding**

- a. any amount in excess of £1,000 in any **Period of Insurance**

## 16. Digital Information

The cost of replacing content that **You** have bought and stored on **Your Home** computer, mobile phone or other portable entertainment device that is lost or damaged by any cause listed in Section 2 - **Contents**.

### Excluding

- a. the cost of rewriting the lost information
- b. any amount in excess of £1,000 in any **Period of Insurance**.

## 17. Office Equipment

Damage caused by perils 1-9, Section 2 - **Contents** up to the £5,000 for **Office Equipment**, computers, monitors, scanner and printers used for **Your Business**.

## 18. Valuables

Damage caused by perils 1-9, Section 2 - **Contents** up to £1,500 any one item of **Valuables**, subject to a maximum of £10,000 in total, unless specifically noted on **Your Schedule**.

## 19. Visitors' Personal Effects

Damage caused by perils 1-9, Section 2 - **Contents** up to £500 for visitors **Personal Effects** whilst in **Your Home** unless otherwise insured.

## 20. Weddings, Birthdays and Religious Festivals

The **Sum Insured** shown in the **Schedule** for **Contents** in the **Home** will be automatically increased by £5000 to cover wedding, birthday, or other gifts.

- a. during the month of any religious festival or celebration that **You** celebrate
- b. for 30 days, before and after the day of **Your** wedding or civil partnership: and
- c. for 7 days after **Family** birthdays

## 21. Replacement of Locks and Keys

The cost of replacing and fitting locks on the outside doors of **Your Home**, or to any safe or alarm system in **Your Home**, if the keys have been lost or stolen.

## 22. Contents and plants in the Garden

Damage caused by perils 1-9 of Section 2 for **Contents**, trees, shrubs, plants and lawns outside the structure of **Your** Building but within the boundaries of **Your Home**

### Excluding

- a. any amount in excess of £1,000, or £250 for any one plant, shrub or tree
- b. loss or damage to **Money**.
- c. loss or damage by impact other than impact by a Vehicle, train or animal.
- d. loss or damage while the **Home** is **Unoccupied** or unfurnished for more than 30 consecutive days.
- e. loss or damage to trees, shrubs, plants and lawns following subsidence, unless **Your Home** is damaged at the same time and by the same cause.
- f. loss or damage to **Pedal Cycles** which have not been secured with a suitable locking device to a permanent fixture.

## 23. Contents Temporarily Removed

Up to £5,000 for loss or damage to **Your Contents** caused by any of the perils listed in 1 to 9, Section 2 whilst temporarily removed from **Your Home** and in occupied premises where **You** or a member of **Your Family** is residing or employed within the United Kingdom and/or up to £5,000 to **Your Contents** belonging to **Your** offspring whilst at University or College and contained within halls of residence or private accommodation.

### Excluding:

- a. loss or damage from theft unless involving forcible and violent entry or exit
- b. loss or damage from a mobile **Home**, motor **Home** or caravan
- c. **Contents** removed for sale or exhibition or to furniture storage areas
- d. loss or damage in a furniture depository
- e. loss or damage caused by storm or flood to **Property** not in a building
- f. loss or damage listed under other exclusions.
- g. loss or damage to **Money**.
- h. camping equipment

The maximum payable under this section is £5,000 in total. The maximum payable per single item under this section is £1,000. The maximum payable per single item for **Contents** whilst at halls of residence or private student accommodation is £500 and specifically excludes laptops, mobile phones and iPads or tablet computers.

#### 24. Title deeds

The cost of preparing new title deeds to **Your Home** after loss or damage by any cause insured under perils 1-9, Section 2 – **Contents**, while the deeds are in **Your Home** or in **Your** bank for safe keeping.

#### 25. Tenant's Liability (applicable if the Buildings are rented)

Any amount which **You** become legally liable to pay as a tenant and not as an owner of the **Buildings** up to 20% of the **Contents** limit shown in the **Schedule** in respect of damage to the **Buildings** by any of the perils 1-11 listed under Section 1 of this **Policy**.

#### OPTIONAL COVER

(These extensions do not apply unless shown on **Your Schedule**)

#### 26. Accidental Damage cover to the Contents contained within the Home in addition to those perils as listed in paragraphs 1 to 11 of this Section.

##### Excluding

- a. loss or damage specifically excluded from cover under Section 2 or General Exclusions of this **Policy**
- b. loss or damage caused by normal wear and tear
- c. loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions
- d. loss or damage caused by cleaning or making repairs or alterations
- e. loss or damage caused by pets
- f. loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more
- g. loss or damage as a result of mechanical or electrical breakdown

### SECTION 3 - PERSONAL POSSESSIONS

(This section is included if shown on **Your Schedule**)

#### 1. We will cover Your Personal Possessions up to a maximum of £1,500 in total – unless specified otherwise in Your Schedule, against accidental loss or damage within the limits of the United Kingdom. Cover is provided worldwide for up to 30 days in any one Period of Insurance.

Accidental loss or damage to **Personal Possessions** comprising of;

- i. articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable **Personal Effects** (except mobile telephones) up to £1,500 for any one item unless specified on **Your Schedule**
- ii. sports equipment, including sporting guns and wearing apparel used for amateur sports purposes up to a limit of £1,500 for any one loss;
- iii. mobile telephones up to £350 for any one item and any one loss unless specified on **Your Schedule**;
- iv. Money and Credit Cards up to £750 for any one loss;

##### Excluding

- a. any loss or damage to contact or corneal lenses
- b. loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container
- c. documents or securities
- d. household goods, foodstuffs and domestic appliances
- e. Property more specifically insured
- f. sports equipment whilst in use
- g. activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering
- h. theft from unattended road **Vehicles** unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked Vehicle
- i. tools or instruments used or held for **Business** or professional purposes.

## **CONDITIONS THAT APPLY TO SECTION 2 – CONTENTS and SECTION 3 – PERSONAL POSSESSIONS**

### **Index-linking Clause**

If **You** have provided **Your** agent with the **Sum Insured** in Section 2 & 3, these may be adjusted each month in accordance with the Consumer Durables section of the Retail Price Index, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **You** will be requested to provide or confirm the **Sum Insured** which will be used as the basis to calculate the premium required. The **Sum Insured** will be shown on the renewal **Schedule**.

### **Basis of Claims Settlement**

In the event of loss or damage to **Your Contents** and/or **Personal Possessions**, **We** will replace these as new, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Contents** and/or **Personal Possessions**. At Our option, **We** may either pay the cost of replacing the lost or damaged item(s) as new, or pay the cost of repairing the item(s).

In respect of any claim made under this **Policy**, **Our** liability will not exceed the **Sum Insured** for **Your Contents** and/or **Personal Possessions**, as shown in the **Schedule**.

It is **Your** responsibility to ensure that, at all times the **Contents** and/or **Personal Possessions Sum Insured** reflects the total cost of replacement as new.

If the **Sum Insured** isn't enough to cover the cost to replace **Your Contents** and/or **Personal Possessions** as new, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to replace **Your Contents** as new, **We** will pay no more than 75% of **Your** claim.

**We** will not pay for the cost of replacing or repairing any undamaged item(s) of **Your Contents** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

### **Your Excess**

**You** will have to pay any **Excess(es)** shown in **Your Schedule**. This includes the specific **ExcessUs** for:

- subsidence, heave or landslip
- escape of water

**We** will only take off one **Excess** for each claim, unless there is an Endorsement shown in **Your Policy Schedule** to say otherwise.

If **We** have asked a supplier to deal with all or part of **Your** claim, **We** may ask them to collect the **Excess** from **You**.

## SECTION 4 - PEDAL CYCLES

(This section is included if shown on **Your Schedule**)

Accidental loss or damage to **Pedal Cycles** owned by **You** or **Your Family** up to the **Sum Insured** as specified on **Your Schedule**, within the limits of the **United Kingdom**. Cover is provided worldwide for up to 30 days in any one **Period of Insurance**.

### Excluding

- a. loss or damage listed under other exclusions
- b. loss or damage while being used for track racing or **Business** purposes
- c. theft while away from the **Home** unless in a building or securely locked to an immovable object
- d. loss of or damage to accessories unless caused by an accident to **Pedal Cycles** or unless the **Pedal Cycles** are stolen or destroyed by fire at the same time

### Basis of Claims Settlement

In the event of loss or damage to **Your Pedal Cycles**, **We** will replace the damaged **Pedal Cycles**, provided that the **Sum Insured** is at least equal to the cost of replacing the **Pedal Cycles**. At Our option, **We** may either pay the cost of replacing the lost or damaged item or pay the cost of repairing the item. A deduction will be made for wear and tear.

In respect of any claim made under this **Policy**, Our liability will not exceed the **Sum Insured** for **Your Pedal Cycles**, as shown in the **Schedule**.

**We** will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

If the **Sum Insured** isn't enough to cover the cost to replace **Your Pedal Cycles** as new, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to replace **Your Pedal Cycles** as new, **We** will pay no more than 75% of **Your** claim.

### Your Excess

**You** will have to pay any **Excess(es)** shown in **Your Schedule**. This includes the specific **Excesses** for:

- subsidence, heave or landslip
- escape of water.

**We** will only take off one **Excess** for each claim, unless there is an Endorsement shown in **Your Policy Schedule** to say otherwise.

If **We** have asked a supplier to deal with all or part of **Your** claim, **We** may ask them to collect the **Excess** from **You**.

## SECTION 5 – LIABILITIES

If **Buildings** shows on **Your Schedule You** are covered for

**1. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless shown otherwise on the Schedule) in respect of all sums for which You are legally liable, as the owner of the Buildings, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with Our prior consent.**

**Excluding**

- a. bodily injury or death to any person who is engaged in **Your** service, or is a member of **Your Family** or household
- b. any claim arising directly or indirectly from the transmission of any communicable disease
- c. damage to **Property** under **Your** custody or control
- d. any claim arising out of any profession, occupation or **Business**, other than through private letting of the **Property**
- e. any claim arising out of the ownership, possession or operation of:
  - i. any mechanically propelled Vehicle (other than a private garden vehicle) operated within **Your Property**
  - ii. any power operated lift
  - iii. any aircraft or watercraft
  - iv. a caravan, whilst being towed
  - v. any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f. any claim arising out of pollution or contamination
- g. any claim where **You** are entitled to indemnity under any other insurance
- h. any cost or expense not agreed by **Us** in writing.

If **Contents** shows on **Your Schedule You** are covered for

**2. Accidents to Domestic Employees**

Damages and claimants' costs and expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to £10,000,000 in connection with any one claim or series of claims made against **You** or **Your Family** arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**We** will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**

**Excluding**

- a. liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**
  - b. any agreement unless **You** would have been liable had the agreement not been made
  - c. any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the United Kingdom
  - d. liability arising from any **Business** or profession
  - e. liability for death of, bodily injury to, or illness or disease of any member of **Your Family**
  - f. liability for which compulsory insurance or security is required by any road traffic legislation.
- 3. Occupier's and Personal Liability**  
Up to £2,000,000 to cover **Your** legal liability for damages **You** have to pay if someone makes a claim against **You** or **Your Family** for:
- accidental death or illness of, or bodily injury to, any person
  - accidental loss of or damage to **Property**.
- that happens within the **Period of Insurance** on **Your Schedule**.

This will also include costs, expenses and legal fees for defending **You**, if **We** have agreed this in writing beforehand.

This section covers liabilities arising from **You** occupying **Your Property**. Any liability that arises solely from **You** owning **Your Home**, not as occupier of the **Property**, is not covered under this section. However, if **You** have Our **Buildings** cover, this covers liabilities arising from **You** owning **Your Home**.



**Excluding any liability relating to or arising from:**

- a. death or illness of or bodily injury to **You, Your Family** or **Your** domestic staff
- b. damage to **Property** belonging to or being looked after by **You, Your Family** or **Your** domestic staff
- c. death, illness, injury, loss or damage caused by:
  - i. You owning or occupying any land or building except **Your Home** or temporary holiday accommodation
  - ii. any **Business**
  - iii. an agreement, unless that liability would have existed anyway.
- d. You owning, keeping or using any:
  - i. Vehicles
  - ii. drones or model aircraft
  - iii. hoverboards, airboards, self-balancing boards or scooters
  - iv. animals except domestic pets
  - v. horses, ponies, donkeys or mules
  - vi. dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.
- e. any disease that can be passed from one person to another.

## SECTION 6 - 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.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in **excess** of **our standard advisers' costs**.

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

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

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

### IMPORTANT CONDITIONS

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

#### Prospects of Success

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

#### Proportional Costs

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

#### Duty of Disclosure

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

#### Suspension of Cover

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

## Definitions

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

### Adviser

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

### Advisers' Costs

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

### Conflict of Interest

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

### Excess

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

**Property Infringement section:** £250.

**All other sections:** Nil.

### Insurance Providers

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AmTrust Europe Limited.

### Insured Incident

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

### Insured Period

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

### Legal Action(s)

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

### Limit of Indemnity

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

All sections: £50,000.

### Standard Advisers' Costs

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

### Territorial Limits

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The United Kingdom

### We/Us/Our

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

### You / Your

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

### Vehicle

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

## A Cover

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

### Consumer Pursuit

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

### Personal Injury

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• Arising from stress, psychological or emotional injury</li><li>• Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event</li><li>• Involving a <b>vehicle</b> owned or driven by <b>you</b></li></ul>

## Property Infringement

What is insured	What is not insured
<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.	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>

## 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 0844 770 1040 and quote "Discount Insurance Family Legal Expenses".

## B General Exclusions

### 1. There is no cover where:

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

### 2. There is no cover for:

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

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

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

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

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

## C Conditions

### 1. Cancellation

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

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

### 2. Claims

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

### 3. Disputes

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

### 4. Reasonable Prospects

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

If so, **we** may decline support or any further support. Examples of a positive outcome are:

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

### 5. English Law

This contract is governed by English Law.

## D Customer Services Information

### How to make a claim

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

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

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

### General Data Protection Regulation

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



## Customer Service

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

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

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 0844 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## Authorisation

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

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

## Section 7 Home Emergency Insurance

### Introduction

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

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

Business & Domestic Insurance Services a trading style of Motorway Direct Plc Group of Companies and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

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

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

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

This is subject to:

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

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

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

### Important Numbers

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

### Changing your mind

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

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

On behalf of UK General Insurance Limited



Karen Beales  
Managing Director

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

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

### Basis of cover

#### Emergency events

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

#### Gas Leaks

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

#### Pay on Use

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

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

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

## General Policy Conditions

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

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

10. There are certain changes which **you** must tell **your** broker about, as soon as they happen.

These are:

- If you change **your home** address.

If **you** do not tell **your** broker about these changes, then this may mean that **we** cannot pay **your** claim.

## Your Cover

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

What <b>you</b> are covered for:	What <b>you</b> are not covered for:
<p><u>Plumbing &amp; Drainage</u></p> <ul style="list-style-type: none"> <li>• <b>Emergency</b> caused by the sudden and unexpected failure of, or damage to, the plumbing and/or drainage system, including the toilet(s) in <b>your home</b>, which causes one or more of the following: <ul style="list-style-type: none"> <li>o Internal water leakage;</li> <li>o Flooding;</li> <li>o Water damage.</li> </ul> </li> </ul> <p><b>We</b> will only cover plumbing and drainage which is <b>your</b> sole responsibility and which is within the boundary of <b>your home</b>.</p>	<p><u>Plumbing &amp; Drainage</u></p> <ul style="list-style-type: none"> <li>• General maintenance - e.g. dripping taps, leaking external overflows, etc.</li> <li>• De-scaling or removal of hard water deposits, de-sludging and clearing of airlocks, corrosion.</li> <li>• Leaks from household appliances, sinks, baths or showers where the leak only occurs when the item is in use.</li> <li>• The underground water supply or drainage facilities which are outside <b>your home</b>.</li> <li>• Macerators, cesspits and septic tanks.</li> <li>• Plumbing and filtration systems for swimming pools or spa baths.</li> <li>• Replacement of water tanks, hot water cylinders, or radiators.</li> </ul> <p>This is because this is work which is beyond the scope of cover under this policy.</p> <ul style="list-style-type: none"> <li>• Escape of water where it is not causing any damage or risk to <b>your</b> safety or the safety of any permanent resident in <b>your home</b>.</li> <li>• Any water leak noises where there is no visible leak.</li> </ul> <p>This is because the policy is designed to only provide <b>assistance</b> for <b>emergencies</b>.</p> <ul style="list-style-type: none"> <li>• Repairs to domestic appliances where the leak is from the appliance itself.</li> <li>• Noisy pipes caused by cooling and heating.</li> </ul> <p>This is because this is not classed as an <b>emergency</b> which can be covered by this policy.</p> <ul style="list-style-type: none"> <li>• Frozen pipe work.</li> </ul> <p>This is because preventative steps such as insulating the pipe work can help prevent it freezing.</p>

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

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



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

## **GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY**

### **Your Responsibility**

**You** must take reasonable care to:

- a. supply accurate and complete answers to all the questions **You** agent may ask as part of **Your** application for cover under the **Policy**
- b. to make sure that all information supplied as part of **Your** application for cover is true and correct
- c. tell **Your** agent of any changes to the answers **You** have given as soon as possible.

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

If **You** become aware that information **You** have given **Your** agent is inaccurate or has changed, **You** must inform them as soon as possible.

### **Claims Underwriting Exchange**

**We** may use **Your** personal information to prevent crime. In order to prevent crime **We** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

### **Duty of Care**

**You** must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** is maintained in a good state of repair. All protections installed for the protection of the Building must be regularly maintained and be in use when the Building is left unattended, or when any occupants have retired for the night.

### **Changes in Circumstances**

It is important that **You** keep **Your** agent advised of any change in **Your** circumstances. **Your Policy** has been based on the information **You** have given **Your** agent in the proposal and **You** must advise **Your** agent immediately of changes such as:

- **Your Property** becoming **Unoccupied** for more than 30 days
- **You** or any member of **Your Family** being convicted of any criminal offence
- **You** or any member of **Your Family** being declared bankrupt, or served with a County Court Judgement
- **You** or any member of **Your Family** using the **Home** for **Business** or professional purposes.

### **Unoccupancy**

**You** must notify **Your** agent if the **Buildings** as specified in the **Schedule** are to become **Unoccupied** for more than 30 days in any single period.

### **Notice of Building Works**

**You** must notify **Your** agent prior to the start of any conversions, alterations and extensions to any **Buildings** specified in the **Schedule**.

### **Cancellation**

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

If **You** wish to cancel **Your Policy** after 14 days, **You** will be entitled to a pro rata return of premium on the condition that no claims have been made or are pending.

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

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

If **We** cancel the **Policy** and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover. Where Our investigations provide evidence of fraud or misrepresentation, **We** may cancel the **Policy** immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** agent with incomplete or inaccurate information. This may result in **Your Policy** being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your Policy** is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

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

No person, company or entity who is not party to this **Policy** shall have any rights to enforce any terms or conditions of this **Policy**. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

#### **Other Insurance**

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** proportionate share of any claim.

#### **Fraud**

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your Policy**;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **Policy**, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- If **Your** claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this **Policy** or return any premium to **You** and **We** may cancel **Your Policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

## **GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY**

This **Policy** does not cover the following:

**a. Radioactive Contamination Any direct or indirect consequence of:**

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

**b. War**

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to **Property** by or under the order of any government, local or public authority.

**c. Terrorism**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

**d. Deliberate Act**

Loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.

**e. Existing Damage**

Loss or damage occurring prior to the commencement of **Your** insurance **Policy**.

**f. Sonic Pressure**

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

**g. Consequential Loss**

Consequential Loss as a result of any claim under this **Policy**.

**h. Uninsurable Risks**

Loss or damage as a result of **Uninsurable Risks**.

**i. Motor Vehicles**

Loss or damage caused to any motor Vehicle (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

**j. Domestic Pets**

Loss or damage caused by domestic pets.

**k. Electronic Data**

Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **Policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this **Policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## HOW TO CLAIM AND CLAIMS CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY

If **You** need to make a claim under this **Policy**, **You** must do the following:

- a. Provide **Us** with full details of **Your** claim as soon as possible after the event. In the first instance, please contact Our claims management service;

### **SECTION 1-4**

Direct Group Ltd  
PO Box 800  
Halifax  
HX1 9ET  
Tel: 03444 124 222  
Email: UKGclaims@davies-group.com

### **SECTION 5**

Langleys Solicitors LLP  
Queens House  
Micklegate  
York  
YO1 6WG  
Tel: 01904 686790  
Email: ukgl@langleysclaimsservices.com

- b. Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number
- c. Take all steps necessary to reduce further loss, damage or injury
- d. Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request
- e. Do not, under any circumstances effect full repairs without Our prior written consent
- f. Under no circumstances must **You** admit any liability or responsibility or negotiate or settle any aspect of any claim without Our permission in writing

### **On receipt of a notification of a claim, We may do the following:**

- a. Enter any **Building** following loss or damage
- b. Negotiate, defend or settle any claim made against **You**
- c. Prosecute in **Your** name for Our benefit, any other person in respect of any claim **We** may have to pay
- d. Appoint a loss adjuster to handle the claim on **Our** behalf
- e. Arrange to repair the damage to the **Building** and/or any other **Property** or item and handle any salvage appropriately.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

## COMPLAINTS PROCEDURE & REGULATORY INFORMATION

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

Complaints regarding:

### SALE OF THE POLICY

Please contact

Discount Insurance  
The Business Exchange  
26/28 Hammersmith Grove  
London  
W6 7BA  
Telephone: 0800 2944 522  
Email: info@discountinsurance.co.uk

### CLAIMS

If **Your** complaint is about the handling of a liability claim, please contact:

Langleys Solicitors LLP  
Queens House  
Micklegate,  
York  
YO1 6WG  
Tel: 01904 686790  
Email: ukg@langleysclaimsservices.com

For complaints about the handling of any other claim, please contact:

Direct Group Ltd  
Customer Relations  
PO Box 1193  
Doncaster  
DN1 9PW  
Tel: 0344 854 2072  
Email: customer.relations@directgroup.co.uk

### UNRESOLVED COMPLAINTS

If **Your** complaint about a liability claim, or the sale of **Your Policy** cannot be resolved by the end of the third working day, **Your** complaint will be passed to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: 0345 218 2685  
Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06742A.

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

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.  
Tel: 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

If **You** have purchased the insurance **Policy** online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

### **COMPENSATION SCHEME**

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

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

### **UK GENERAL INSURANCE LTD PRIVACY NOTICE**

We are UK General Insurance Ltd, referred to as "We/Us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including Policyholders, prospective Policyholders, and any other individuals insured under a Policy. We refer to these individuals as "You/Your" in this notice.

We are dedicated to being transparent about what We do with the information that We collect about You. We process Your personal data in accordance with the relevant data protection legislation.

#### **Why do we process your data?**

The provision of Your personal data is necessary for Us to administer Your insurance Policy and meet our contractual requirements under the Policy. You do not have to provide Us with Your personal data, but We may not be able to proceed appropriately or handle any claims if You decide not to do so.

#### **What information do we collect about you?**

Where You have purchased an insurance Policy through one of our agents, You will be aware of the information that You gave to them when taking out the insurance. The agent will pass Your information to Us so that We can administer Your insurance Policy.

For specific types of insurance policies, for example when offering You a travel insurance Policy, We may process some special categories of Your personal data, such as information about Your health.

We have a legitimate interest to collect this data as We are required to use this information as part of Your insurance quotation or insurance Policy with Us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**UK General's full privacy notice**

This notice explains the most important aspects of how We use Your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing Us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, You can write to Us at: Data Protection, UK General Insurance Ltd, Cast HoUse, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

**GREAT LAKES INSURANCE SE INFORMATION NOTICE**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.





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

**With our expertise, commitment to customer care and consistent quality service, you can rely on Discount Insurance for lasting security and comprehensive products.**



**Ask about our Discounted Insurance products & services; which include:**

LANDLORD BUILDINGS AND CONTENTS INSURANCE  
OWNER OCCUPIED  
LANDLORD RENT & LEGAL PROTECTION  
COMMERCIAL PROPERTIES INSURANCE  
COMMERCIAL BUSINESS OWNER INSURANCE  
TENANT CONTENTS INSURANCE  
UK & EU HOLIDAY HOMES  
CARAVAN INSURANCE  
TRAVEL INSURANCE  
BREAKDOWN INSURANCE  
PET INSURANCE  
TENANTS REFERENCING

**DISCOUNT INSURANCE**

The Business Exchange,  
26/28 Hammersmith Grove  
London, W6 7BA  
Tel: 020 8847 8000  
Fax: 020 8847 8001

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