

# POLICY TERMS & CONDITIONS



**DISCOUNT**  
insurance

## Tenants Contents Insurance

with accidental damage cover

# Discount Insurance

## Introduction

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

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

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

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

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

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

RGA Underwriting Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Ageas Insurance Limited are authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. This can be checked on the FCA's register by visiting their website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0845 606 1234

## Important note

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

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

Discount Insurance, The Business Exchange, 26/28 Hammersmith Grove London, W6 7BA

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## Making a claim

Please refer to the Policy Conditions for reporting claims on page 26 in particular Condition 10.

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

2. Contact **your** agent or Home and Travel Limited on 020 847 8000.

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

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

To report a claim call the claims centre on 020 8847 8007.

## Our customer-care policy

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

**We** may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited  
Personal Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY  
Phone: 0844 748 0117  
E-mail: [claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

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

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

E-mail: [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)

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

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

**We** promise to:

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

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

**Financial Ombudsman Service**

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

Their address is:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

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

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

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

### **Regulation**

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

### **Financial Services Compensation Scheme**

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

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

## Definitions

The following definitions apply to Sections 1 and 2 ONLY.

### The company/we/us/our

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

### Insured/you/your

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

### Family

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

### Home

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

### Bedroom

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

### Contents

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

### Buildings

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

### Personal effects

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

### Excess

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

### Valuables

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

## **Money**

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

## **Credit cards**

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Credit, cheque, debit, charge or cash cards.

## **Pedal cycle**

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Non-mechanically propelled **pedal cycle**.

## **Unfurnished**

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Without sufficient furniture and furnishings for normal living purposes.

## **Unoccupied**

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

## **Terrorism**

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For the purpose of the General Policy Exclusion (page 28) an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## **Water table**

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



## Section 1 - Contents

See definitions Page 6 and Page 7

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

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

## Extensions to Section 1 - Contents

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

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

<p><b>J Reinstatement of Title Deeds</b>  <b>We</b> will pay up to £2,500 in respect of the replacement of title deeds to <b>your home</b> if they are lost, destroyed or damaged by any of the causes 1-11 of section 1 of this policy while in <b>your home</b> or lodged with <b>your</b> solicitor, bank or building society.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.</li> </ul>
<p><b>K Public and Personal Liability</b>  <b>We</b> will pay for damages and claimants' costs and expenses which <b>you</b> or any member of <b>your family</b> become legally liable to pay for accidental:</p> <ol style="list-style-type: none"> <li>a death of any person;</li> <li>b bodily injury to any person;</li> <li>c illness or disease of any person; or</li> <li>d damage to material property;</li> </ol> <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> <li>• any one claim; or</li> <li>• series of claims;</li> </ul> <p>made against <b>you</b> or a member of <b>your family</b> arising out of any one event, occurring during the period of insurance and incurred:</p> <ol style="list-style-type: none"> <li>i solely as occupiers, (but not owners) of the <b>home</b> or the land belonging to the <b>home</b>; or</li> <li>ii in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.</li> </ol> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> written consent in the defence of any claim made against <b>you</b> or <b>your family</b>.  <b>We</b> reserve the right to withdraw <b>our</b> support in the defence of any claim if <b>we</b> decide the prospect of success of any judgement or potential judgement are insufficient to justify <b>our</b> continuing support.</p>	<ul style="list-style-type: none"> <li>• Death, bodily injury, illness or disease to any member of <b>your family</b> or domestic employee.</li> <li>• Loss or damage to property owned by, or in the custody or control of, <b>you</b> or any member of <b>your family</b> or any person permanently residing with you.</li> <li>• Liability arising directly or indirectly from the transmission of any communicable disease or virus by <b>you</b> or any member of <b>your family</b>.</li> <li>• Liability arising directly or indirectly as a result of a criminal act by <b>you</b> or any member of <b>your family</b>.</li> <li>• Any agreement unless <b>you</b> would have been liable had the agreement not been made.</li> <li>• The ownership, use or possession of any: <ol style="list-style-type: none"> <li>i lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft);</li> <li>ii mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs);</li> <li>iii animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or</li> <li>iv firearms, other than properly licensed shotguns.</li> </ol> </li> <li>• Any profession, business or employment.</li> <li>• Any claim or other proceedings against <b>you</b> or <b>your family</b> lodged or prosecuted in a court outside the United Kingdom.</li> <li>• Liability if <b>you</b> have any other insurance policy that covers the same loss.</li> <li>• Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the <b>home</b>.</li> </ul>
<p><b>L Reverse Liability</b>  <b>We</b> will pay all sums which <b>you</b> have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:</p> <ol style="list-style-type: none"> <li>a if the position of <b>you</b> and the responsible party had been reversed, <b>you</b> would have been entitled to indemnity under extension K, subject to the limit of indemnity under extension K;</li> <li>b the liability giving rise to the court award occurs during the period of insurance; and</li> <li>c <b>You</b> agree to allow <b>us</b> to enforce any rights or remedies which <b>we</b> will become entitled to upon making payment.</li> </ol>	<ul style="list-style-type: none"> <li>• Any amount whilst any appeal is pending.</li> </ul>

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

## Optional Extensions to Section 1 - Contents

What is insured	What is not insured
<p>A Accidental damage to <b>contents</b> when in <b>your home</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Clothing (including furs), <b>money, credit cards</b>, contact and corneal lenses, and food.</li> <li>• Loss or damage if the <b>buildings</b> are lent, let or sub-let in whole or in part, or are left <b>unoccupied or unfurnished</b>.</li> <li>• Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration.</li> <li>• Damage caused by domestic pets.</li> <li>• Damage caused by mechanical or electrical fault or breakdown or misuse.</li> <li>• Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.</li> <li>• Any loss, destruction or damage otherwise shown under section 1 and any extension to section 1 of this policy as not insured.</li> <li>• Confiscation or detention.</li> </ul>

### Section 1 – Basis of Claims Settlement

- a **We** will pay up to the **contents** limit shown in the certificate for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- b The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the **contents** limit shown in the certificate.
- c The maximum amount **we** will pay for any valuable item is £2,500, unless specifically insured.
- d The maximum amount that **we** will pay in respect of any one loss under section 1 of this policy is the **contents** limit stated in the certificate for section 1.
- e If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the **contents** limit shown in the certificate, **we** will pay only that proportion of the loss which the **contents** limit bears to the replacement cost.
- f **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- g In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered. In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered
- h Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- i The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

### Automatic Reinstatement

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

## Section 2 - Extra Protection

See definitions Page 6 and Page 7

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

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

What is insured	What is not insured
<p>Accidental loss or damage to unspecified articles comprising:</p>	
<p>a Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, <b>pedal cycles</b> and other portable <b>personal effects</b> up to a limit of £1,500 any one item.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Any loss or damage to contact or corneal lenses.</li> <li>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</li> <li>• Documents or securities.</li> <li>• Household goods, foodstuffs and domestic appliances.</li> <li>• Property more specifically insured.</li> <li>• Sports equipment whilst in use.</li> <li>• Equipment used for winter sports, water sports and camping.</li> <li>• Collections of stamps, coins and medals.</li> <li>• Televisions, audio and audio visual equipment.</li> <li>• Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.</li> <li>• Tools or instruments used or held for business or professional purposes.</li> <li>• Loss listed under What is not insured by Section 2.</li> </ul>
<p>b Personal <b>money</b> and <b>credit cards</b>. Loss of <b>money</b> belonging to <b>you</b> or <b>your family</b> up to £750 any one loss. <b>Money</b> comprising personal <b>money</b> held for private purposes by <b>you</b> or <b>your family</b> including bank notes used as legal tender, postal stamps (not in a collection), postal and <b>money</b> orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Depreciation in the value of <b>money</b>.</li> <li>• Loss of <b>money</b> caused by accounting errors or omissions.</li> <li>• Loss of <b>money</b> not reported to the police within 24 hours of discovery of loss.</li> <li>• Loss of <b>money</b> held for business or professional purposes.</li> <li>• Loss listed under What is not insured by Section 2.</li> </ul>

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

- The **excess** shown in the certificate.
- Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- Losses not reported to the police within 24 hours of discovery of loss.
- Any loss as a result of unauthorised use by a member of **your family** or a person residing with you.
- Loss listed under What is not insured by Section 2.
- Loss caused by accounting errors or omissions.
- Depreciation in value.

## B Specified Articles

What is insured	What is not insured
Loss or damage to articles specified in the Appendix to Section 2 in the certificate	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage listed under What is not insured by Section 2.</li> <li>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</li> <li>• Sports equipment whilst in use.</li> <li>• Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.</li> </ul>

## Section 2 – Basis of Claims Settlement

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



## What is not insured by Section 2

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

## Section 3 - Family Legal Expenses Insurance

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

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

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

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

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

### Definitions

**Wherever the following words and phrases appear in the Section 3 of this policy they will always have these meanings:**

#### Adviser

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

#### Advisers' Costs

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

#### Conflict of Interest

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

#### Excess

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

**Property Infringement section:** £250.

**All other sections:** Nil.

#### Insurance Providers

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

#### Insured Incident

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

#### Insured Period

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

#### Legal Action(s)

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

#### Limit of Indemnity

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

All sections: £50,000

## Standard Advisers' Costs

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

## Territorial Limits

The United Kingdom

## We/Us/Our

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

## You / Your

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

## Vehicle

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

## A Cover

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

## Consumer Pursuit

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

## Personal Injury

What is insured	What is not insured
<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.	Claims <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.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

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

### Data Protection Act

**Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### 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 Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100.

## **Authorisation**

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998



## Privacy Notice

The following applies to sections 1 and 2 of this policy.

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

**You** should show this notice to anyone else **insured** or proposed to be **insured** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people **insured** under **your** policy. Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

### Sensitive information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

### How we use your personal information

**We** are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

**We** may have to share **your** personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

**We** will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud;
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

**We** use a number of service providers to support us, including companies who may be based outside Europe.

**You** can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on the next page.

### Preventing and detecting crime

**We** may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or **money** transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about you. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out on the next page; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit [insurancedatabases.co.uk](http://insurancedatabases.co.uk). **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

## Marketing

**We** may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Security

**We** will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through **our** email system. **Our** email system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

## Reinsurance use

**We** also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

## Further information

**You** are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this. If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

## Policy Conditions

### 1 Compliance with conditions

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

### 2 Your duty to prevent loss or damage

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

### 3 Your personal representatives

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

### 4 Changes in circumstances

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

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

### 5 Cancellation

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

### 6 Cooling-off period

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

### 7 Fraudulent claims

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

### 8 Arbitration

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

### 9 Other Insurances

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

### 10 Notification of a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **your** own expense, provide **us** with all the details

and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **you** or **your family** in connection with a possible claim must be sent to **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

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

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

#### **12 Payment of Premium**

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

#### **13 Payment of Claims**

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

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

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

## General Policy Exclusions

### What is not insured by this policy

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

### Except

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

- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 1(M).
- 7 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
- 8 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.

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

**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  
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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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