

# POLICY TERMS & CONDITIONS



## **HOMECARE BUILDINGS & CONTENTS**

INSURANCE FOR OWNER OCCUPIERS

# Discount Insurance

## Introduction

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

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

This insurance offers a comprehensive cover, as well as extended options, please refer to **your** insurance **Schedule** and **statement of fact** for **your** cover level.

If **you** have any questions, please contact **us** on 020 8847 8000 or free phone 0800 294 4522.

This property insurance has been arranged by Discount Insurance and is underwritten by AXIS Managing Agency Ltd under the binding Authority Agreement Reference Number: B1202RENT19AX1 for sections 1- 5 and by Inter Partner Assistance (IPA) for Section 6.

Discount Insurance is a trading style of Home & Travel Limited who are authorised and regulated by the Financial Services Authority and are registered in England and Wales registration number 7270270. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

This can be checked on the Financial Conduct Authority'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.

**We** adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk). **Your** personal details and information provided are also covered by the Data Protection Legislation.

# Homecare Insurance Policy

## Contents

|  |    |
|--|----|
| • Introduction   | 1  |
| • <b>Your</b> Policy   | 3  |
| • Important Telephone Numbers  | 4  |
| • Definitions  | 5  |
| • General Conditions   | 8  |
| • General Exclusions   | 10 |
| • Claims Conditions  | 12 |
| • How We Settle Claims   | 13 |
| • Section 1 - <b>Buildings</b>   | 14 |
| Section 1 - <b>Buildings</b> Extensions                                | 16 |
| Section 1 - <b>Buildings</b> - Optional Extensions                     | 18 |
| Section 1 - <b>Buildings</b> - Conditions                              | 18 |
| • Section 2 - <b>Contents</b>  | 19 |
| Section 2 - <b>Contents</b> Extensions                                 | 2  |
| Section 2 - <b>Contents</b> - Optional Extensions                      | 24 |
| Section 2 - <b>Contents</b> - Conditions                               | 25 |
| • Section 3 - <b>Personal Possessions</b> In And Away From <b>Home</b> | 26 |
| Claims Settlement Under Section 3 - Personal Content                   | 27 |
| • Section 4 - Legal Liability To The Public                            | 28 |
| Limit of Insurance   | 30 |
| • Section 5 - Legal Liability To <b>Domestic Staff</b>                 | 30 |
| • Endorsements, Special Terms and Conditions                           | 31 |
| • Making Yourself Heard  | 36 |
| • Section 6 - Family Legal Expenses Insurance                          | 37 |

# Your Policy

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

This **policy**, the **schedule** and any endorsements form a legally binding contract of insurance between **you** and **us** and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable. Please read the whole document carefully and keep it in a safe place.

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

If after reading these documents **you** have any questions, please contact Discount Insurance.

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## The Law applicable to this Policy

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

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## Information you have given us

In deciding to accept this contract of insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this contract of insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- Treat this contract of insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- Charge **you** more for **your** contract of insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged you; or
- Cancel **your** contract of insurance in accordance with the cancellation condition of this **policy**.

**We** or **your** insurance **broker** will write to **you** if **we**:

- Intend to treat this contract of insurance as if never existed; or
- Need to amend the terms of **your** contract of insurance; or
- Require **you** to pay more for **your** insurance.

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## Data Protection

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

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

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

## Important Telephone Numbers

|  |               |   |
|--|---------------|---|
| Claim Notification Line<br>In the event of a claim telephone<br><b>us</b> on this number | 0208 847 8007 | If <b>you</b> need to make a claim, <b>we</b> tell <b>you</b> the process to follow. <b>You</b> should also read the Claim Conditions. Please read the conditions and process before ringing the claims line. |
| Legal Expenses Claims Line   | 0344 770 9000 |   |
| Customer Services  | 020 8847 8000 |   |

In order to maintain quality service, telephone calls may be monitored or recorded.

## Several Liability Clause

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The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5096

### Your Insurers

Sections 1 to 5 of this insurance are underwritten by AXIS Managing Agency Ltd , a Lloyd's service company acting for certain underwriters at Lloyd's. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962).

Registered Office Willkie,Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

Section 6 is underwritten by Inter Partner Assistance (IPA) 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.

IPA is listed on the Financial Services Register under number 202664.

# Definitions

Wherever the following words appear in bold in this contract of insurance they will have the meanings shown in the Definitions

Please note Section 6 – Family Legal Expenses Insurance will contain additional words and expressions with meanings specific to that section.

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## Accidental Damage

Sudden, unintentional and unexpected physical damage that can be seen.

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## Bodily injury

Bodily injury includes death or disease.

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## Broker

Discount Insurance

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## Buildings

**Your home**, and its permanent fixtures and fittings including:

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges; permanently installed:
  - a) swimming pools;
  - b) hot tubs;
- permanently connected:
  - a) drains, pipes and cables;
  - b) service tanks and central heating oil tanks;
  - c) wind turbines, solar panels and ground source heating pumps; all sited within the boundaries of the land belonging to **your home**.

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## Business Equipment

Computers, modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture, but not including any property held as trade stock.

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## Contents

Household goods, furniture, carpets, curtains and domestic appliances all of which belong to **you** or for which **you** are legally responsible.

**Contents** includes:

- tenant's fixtures and fittings;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**;
- **contents** in the open but within the grounds of **your home** up to GBP 2,500 in total
- **business equipment** up to GBP 5,000 in total;
- **money** up to GBP 500 in total;
- **credit cards** up to GBP 1,000 in total;
- mobile telephones up to GBP 750 in total;
- deeds and registered bonds and other personal documents up to GBP 2,500 in total;
- **valuables** up to 20% of the sum insured for **contents** within the **home** subject to a limit of GBP 5,000 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**;
- domestic oil in fixed fuel tanks up to GBP 2,000;
- plants in **your** garden up to GBP 1,000
- pedal cycles up to GBP 500

**Contents** does not include:

- motor vehicles, electrically-, mechanically- or power-assisted vehicles (other than domestic gardening equipment or wheelchairs), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for any of these items;
- Aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
- any living creature;
- any part of the **buildings**;
- mobile telephones insured under another insurance policy;

- any item used for **your** trade or profession (other than **business equipment**);
- any item insured under any other insurance policy.
- Pedal cycles over £500 unless specifically listed in the **schedule**.

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### **Credit Cards**

Credit cards, charge cards, cheque cards and cash dispenser cards all held solely for private or domestic purposes.

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### **Domestic Staff**

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

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### **Emergency**

A sudden, unexpected event involving **your home** which requires immediate remedial action to make **your home** safe or secure and avoid initial or further damage.

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### **Excess**

The amount **you** must pay towards each and every incident of loss or damage.

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### **Heave**

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

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### **Home**

The private dwelling, garage and domestic outbuildings at:

- The address stated on **your policy schedule**;
- Any other address detailed by endorsement;

but excluding:

- Any garage or outbuildings used in any way for business (other than clerical work by **you**) or farming purposes;
- Polytunnels and similar structures.

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### **Landslip**

Downward movement of sloping ground.

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### **Money**

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.

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### **Pair or Set**

Articles which complement one another or are used together.

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### **Period of Insurance**

The period of insurance stated on **your policy schedule** or until cancelled.

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### **Period of Unoccupancy**

Any period, starting from the first day, during which the **home** has been left without an occupant for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

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### **Personal Possession**

Clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to **you**.

**Personal possessions** does NOT include:

- **Money** and bank cards;
- Pedal cycles over £500 unless specifically listed in the **schedule**.

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### **Policy**

The policy booklet, **your policy schedule** and any applicable endorsements and amendment notices that may apply.

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### **Policyholder**

The person(s) named as **policyholder** on **your policy schedule**.

## **Premises**

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The address named in **your policy schedule**.

## **Sanitaryware**

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Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools or hot tubs.

## **Settlement**

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Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

## **Schedule**

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Is part of this contract of insurance and contains details of **you**, the **Home**, the sums insured, the **period of insurance** and the sections of the contract of insurance which apply.

## **Standard Construction**

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Built of Brick, Stone or Concrete and roofed with slate, tiles, concrete or flat roofs (up to 25%) made from felt on timber.

## **Subsidence**

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Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

## **Us, We or Our**

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Discount Insurance as administrators of this insurance and AXIS Managing Agency Ltd as underwriters, as the context may require. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Wilkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

## **You or Your**

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- The **policyholder**;
- Any member of the **policyholder's** family permanently residing at your **home**.

## **Valuables**

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- Jewellery
- Furs
- Gold, silver, gold and silver plated articles
- Pictures

all of which belong to **you**.



## General Conditions

**You** and **your** family must comply with the following conditions to have the full protection of **your policy**. If **you** or **your** family do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

### Keeping Your sums insured at the correct level

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

For the **buildings**:

- The estimated cost of rebuilding if the **buildings** were completely destroyed in the same form/style and condition, as new, plus an amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements.
- This is not the market value.

For the **contents**:

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

### Underinsurance

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

### Changes in your circumstances

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**You** must tell **us** or **your broker** within 14 days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**; When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation clause, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

Examples of what **you** must tell **us** about include, but are not limited to:

If **you**:

- plan to carry out building works at the **home**;
- change how the **home** is used (for example if it becomes occupied by tenants or is used for business);
- are convicted or have a prosecution pending for any offence (other than motoring);
- change **your** address;
- the **home** is currently, or **you** plan to leave the **home** unoccupied (either temporarily or permanently).

### Taking care of your property

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

**You** must maintain the property insured in a good repair; A useful maintenance guide is available on our **website**.

### Cancellation by us

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

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

- Non-payment of premium where you have not rectified within the time allowed;
- Non-cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- The use of threatening or abusive behaviour or language;
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

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

## **Cancellation by you**

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This insurance has a cooling off period of fourteen (14) days from either:

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

Whichever is later.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered.

This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

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

## **Premiums paid and up to date**

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If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments.

To cancel, please contact:

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

## **Your Personal Information Notice**

### **Who we are**

**We** are the insurers(s) identified in the contract of insurance and/or in the certificate of insurance.

### **The Basics**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

### **Other people's details you provide to us**

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

## Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

## Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details.

## General Exclusions

These exclusions apply throughout **your policy**.

### We will not pay for

#### Riot/Civil Commotion

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

#### Sonic Bangs

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

#### Pre-existing Damage, Loss, Liability or Injury

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

#### Deliberate Loss or Damage

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Any loss or damage deliberately caused by or arising from a criminal act caused by **you** or **your** family, or by any other person lawfully in **your home**.

#### Reduction in Market Value

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

#### Confiscation

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Any loss or damage or liability caused by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers:

- Liability to **domestic staff**;
- **Tenant's** Liability;
- Liability to The Public.

#### Pollution/Contamination

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Loss, damage, liability or **bodily injury** arising in connection with pollution or contamination unless caused by:

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

#### Radioactive Contamination and Nuclear Assemblies Exclusion

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**We** will not pay for:

- Loss or destruction of or damage to any property, or any loss or expenses resulting or arising from;
- Or indirectly caused by or in connection with or contributed to by or arising from:
  - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

#### War Exclusion

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**We** will not pay for any loss or damage or liability caused by, happening through, in any way

connected with or as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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### **Electronic Data Exclusion Clause**

**We** will not pay for:

- loss or damage to any property, or any loss or expenses resulting or arising from;
- any legal liability of any nature;  
caused by or in connection with or contributed to by or in any way connected with or arising from:
  - (a) Computer viruses, erasure or corruption of electronic data;
  - (b) The failure of any equipment to correctly recognise the date or change of date.

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

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### **Cyber Exclusion**

**We** will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices. Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

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

**We** will not pay for:

- Loss or damage to any property, or any loss or expenses resulting or arising from;
- Any legal liability of any nature;
- Death or injury to any person;  
caused by or in connection with or contributed to by or arising from Biological or Chemical contamination due to or arising from;
  - (a) Terrorism; and/or
  - (b) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

- The causing, prompting or threatening of harm of any nature and by any means;
  - Putting the public or any section of the public in fear;
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

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### **Sanctions**

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

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### **Gradual Deterioration**

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time.

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### **Matching of items**

The cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design if damage occurs within a clearly identifiable area or to a specific part and it is not possible to match replacements.

## Claims Conditions

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

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

### Claims procedure

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If **you** wish to make a claim or if something happens which may lead to a claim, **you** must notify Discount Insurance as soon as possible. Contact details as follows:

Discount Insurance

The Business Exchange

26/28 Hammersmith Grove

London

W6 7BA

Tel: 020 8847 8007

E-mail: info@discountinsurance.co.uk

If there has been malicious damage theft or attempted theft, **you** must also tell the police without delay

- incidents involving **personal possessions** must be reported as soon as possible.

**You** will be required to register the claim with **us** within 30 days of the incident with all the supporting documents and proofs **we** require - for example written estimates, photographs, purchase receipts, invoices. **We** will only ask for information relevant to **your** claim.

If **you** receive a writ summons or other legal process regarding a claim under the **policy**, **you** must send it without delay to **us**.

**You** must give **us** all the help and information necessary to settle or resist a claim against **you** or to help **us** take action against someone else.

Failure to meet these conditions may invalidate a claim.

### Control of claims

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Do not admit, deny, negotiate or settle a claim without **our** written consent. However, **you** should make **emergency**/temporary repairs to the property to prevent further damage.

### Our special rights

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

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

### Contribution

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

### Arbitration

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

### Fraud

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If **you** make a fraudulent claim under this insurance contract, then **we**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **you** any sums paid by us to you in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above:

- (a) **We** will not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

## How We Settle Claims

### Buildings, contents and personal possessions sections

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**We** will at **our** option repair reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or damage. If **we** can repair or replace an item but **we** agree to **your** request to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers. The sums insured will not be reduced by any claim.

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

### Matching sets suites and carpets

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

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

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**Contents** – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 8).

The **buildings** – If repair or reinstatement is carried out, there will be no deduction, provided that the sum insured represents the full value of the **buildings** and they have been maintained in good repair (see General Conditions on page 8).

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

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

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

## Section 1 - Buildings

The following cover applies only if the **schedule** shows that it is included.

| What is insured   | What is not insured  |
|---|--|
| 1. Fire, smoke, explosion, lightning or earthquake.       | <ul style="list-style-type: none"> <li>• Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is <b>accidental damage</b> and <b>you</b> have cover under Accidental Damage - extension 21 this would be insured subject to the exclusions and <b>excess</b> applicable to that paragraph).</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 2. Riot, civil commotion, strikes or labour disturbances. | <ul style="list-style-type: none"> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 3. Malicious acts or vandalism.                           | <ul style="list-style-type: none"> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>;</li> <li>• Loss or damage caused by <b>you, your domestic staff</b>, lodgers, paying guests or tenants.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| 4. Storm or flood.  | <ul style="list-style-type: none"> <li>• Loss or damage caused by frost;</li> <li>• Loss or damage to fences, gates and hedges;</li> <li>• Loss or damage to cantilever car-ports, canopies and awnings;</li> <li>• Loss or damage to any felt roof where the felt is more than 10 years old;</li> <li>• Loss or damage caused by rising ground water levels;</li> <li>• Loss or damage caused by <b>subsidence, heave or landslip</b>. (<b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b> caused by storm or flood would be insured under paragraph 5 and subject to the exclusions and <b>excess</b> applicable to that paragraph).</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |

|  |   |
|--|---|
| <p>5. <b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b>.</p>      | <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• For loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;</li> <li>• For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>• For loss or damage caused by faulty or unsuitable materials or design or poor workmanship;</li> <li>• For loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law;</li> <li>• The first GBP 1,000 of each and every claim unless shown otherwise on <b>your schedule</b>.</li> <li>• For loss or damage caused by coastal or river bank erosion;</li> <li>• For loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations, extensions or demolition;</li> <li>• For loss or damage caused by normal <b>Settlement</b> and / or any general deterioration of the building;</li> <li>• Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the <b>buildings</b>.</li> </ul> |
| <p>6. Theft or attempted theft.</p>  | <ul style="list-style-type: none"> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>;</li> <li>• Loss or damage caused by <b>you, your</b> domestic employees, lodgers, paying guests or tenants.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.</p> | <ul style="list-style-type: none"> <li>• Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in <b>your home</b>. (If it is <b>accidental damage</b> and <b>you</b> have cover under Accidental Damage - extension 21, this would be insured subject to the exclusions and <b>excess</b> applicable to that paragraph);</li> <li>• Loss or damage caused by the failure, or lack of grout and/or sealant in <b>your home</b>;</li> <li>• Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies;</li> <li>• Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b>. (<b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b> caused by escape of water would be insured under paragraph 5 and subject to the exceptions and <b>excess</b> applicable to that paragraph);</li> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |



|  |  |
|--|--|
| 8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal. | <ul style="list-style-type: none"> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 9. Leakage of oil from any fixed oil fired heating installation.   | <ul style="list-style-type: none"> <li>Loss or damage occurring during a <b>period of unoccupancy</b>.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |
| 10. Falling trees and branches.  | <ul style="list-style-type: none"> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 11. Falling television and radio receiving aerials, aerial fittings or masts.  | <ul style="list-style-type: none"> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |

## Section 1 - Buildings Extensions

| What is insured  | What is not insured  |
|--|--|
| 12. <b>Accidental damage</b> to underground pipes or cables serving the <b>buildings</b> .   | <ul style="list-style-type: none"> <li>Damage for which <b>you</b> are not legally responsible.</li> <li>Damage to any part of the pipe or cable above ground level</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 13. Accidental breakage of:<br>(a) fixed glass including ceramic hobs forming part of the <b>buildings</b> ; and<br>(b) fixed <b>sanitary ware</b> forming part of the <b>buildings</b> .  | <ul style="list-style-type: none"> <li>Breakage occurring during a <b>period of unoccupancy</b>.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| 14. Frost damage to any plumbed in domestic water or heating installation.   | <ul style="list-style-type: none"> <li>For loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under number 5 of section one;</li> <li>For loss or damage to domestic fixed fuel-oil tanks and swimming pools;</li> <li>The first GBP 250 of each and every claim;</li> <li>Loss or damage occurring during a <b>period of unoccupancy</b></li> </ul> |
| 15. Loss of rent and alternative accommodation. During the period <b>your home</b> is made uninhabitable by any cause covered under this section which results in an admitted claim, <b>we</b> will pay for:<br>(a) Loss of rent that is no longer payable to <b>you</b> ;<br>(b) Any ground rent which continues to be payable by <b>you</b> ;<br>(c) The cost of comparable alternative accommodation if <b>you</b> are the occupier, including for any domestic pets permanently living with <b>you</b> . | <ul style="list-style-type: none"> <li>Any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |

|   |  |
|---|--|
| <p>16. The period between exchange of contracts and completion.</p> <p><b>You</b> will be covered by section 1 from paragraphs 1 -14 if you enter into a contract to sell <b>Buildings</b> insured by this policy, and if they are destroyed or damaged prior to the sale being completed.</p>  | <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• That would be insured under any other policy in the absence of this cover;</li> <li>• That the seller is responsible for making good;</li> <li>• Occurring while the <b>buildings</b> are in the course of construction or undergoing demolition, structural alterations or structural repairs;</li> <li>• Occurring while the <b>buildings</b> is not fit for normal living purposes;</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |
| <p>17. Additional costs.</p> <p>If the following costs are incurred with <b>our</b> consent in making good the insured loss or damage, <b>we</b> will pay for:</p> <p>(a) Architects', surveyors', consulting engineers' and legal fees;</p> <p>(b) The cost of clearing the site and making safe the damaged parts of the <b>buildings</b>;</p> <p>(c) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law;</p> <p>(d) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire;</p> <p>Up to the sums insured as stated in the <b>schedule</b>.</p> | <ul style="list-style-type: none"> <li>• Fees incurred in the preparation of a claim;</li> <li>• The cost of stabilising the site;</li> <li>• The cost of removing trees other than as is necessary to enable repairs to be carried out;</li> <li>• Costs arising from a notice served prior to the date of the loss or damage.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>18. Tracing and accessing leaks inside the <b>home</b>.</p> <p>The insurance provided by paragraphs 7 and 9 of this section also covers the costs involved in tracing the source of the escape of water or leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them), inside the <b>home</b> where this occurs in the course of these investigations. Cover is subject to the exclusions and <b>excess</b> that apply to paragraphs 7 and 9.</p>  | <ul style="list-style-type: none"> <li>• Any amount over GBP 5,000 for any one event, or more than GBP 25,000 for any single <b>period of insurance</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| <p>19. <b>Emergency</b> access.</p> <p><b>We</b> will pay for damage to the <b>buildings</b> caused by fire, ambulance or police services if they have to make a forced entry to <b>your home</b> as a result of an <b>emergency</b>.</p>   | <ul style="list-style-type: none"> <li>• Any amount over GBP 1,000 for any one event.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>20. Loss or theft of keys.</p> <p>If keys to <b>your home</b> are lost or stolen, <b>we</b> will pay for the replacement and installation of door locks for any external doors of <b>your home</b>.</p>  | <ul style="list-style-type: none"> <li>• Loss or damage that is otherwise insured.</li> <li>• Any amount over GBP 750.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |

## Section 1 - Buildings Optional Extensions

The following cover applies only if the **schedule** shows that it is included.

| What is insured                               | What is not insured  |
|---|--|
| 21. <b>Accidental damage to the Buildings</b> | <ul style="list-style-type: none"><li>• For damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one;</li><li>• For the <b>buildings</b> moving, settling, shrinking, collapsing or cracking;</li><li>• For damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended;</li><li>• For damage to outbuildings and garages which are not of <b>standard construction</b>;</li><li>• For damage while the <b>home</b> is lent, let or sublet;</li><li>• For the cost of general maintenance;</li><li>• For damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost;</li><li>• For damage caused by faulty or unsuitable materials or design or poor, workmanship;</li><li>• For damage from mechanical or electrical faults or breakdown;</li><li>• For damage caused by dryness, dampness, extremes of temperature or exposure to light;</li><li>• For damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks;</li><li>• For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination;</li><li>• The first GBP 100 of each and every claim.</li></ul> |

## Section 1 - Buildings Conditions

Conditions that apply to section one (**buildings**) only.

### Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage;
  - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form;
  - the damage has been repaired or loss has been reinstated.
2. If the **buildings** were not in a good state of repair **we** may deduct an amount from **your** claim.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

### Limit of insurance

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

## Section 2 - Contents

The following cover applies only if the **schedule** shows that it is included.

| What is insured  | What is not insured  |
|--|--|
| 1. Fire, smoke, explosion, lightning or earthquake.  | <ul style="list-style-type: none"> <li>• Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is <b>accidental damage</b> and <b>you</b> have cover under Accidental Damage - Extension 28 this would be insured subject to the exclusions applicable to that paragraph).</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 2. Riot, civil commotion, strikes or labour disturbances.  | <ul style="list-style-type: none"> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 3. Malicious acts or vandalism.  | <ul style="list-style-type: none"> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>;</li> <li>• Loss or damage caused by <b>you, your domestic staff</b>, lodgers, paying guests or tenants.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| 4. Storm or flood.   | <ul style="list-style-type: none"> <li>• Loss or damage caused by underground water.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| 5. <b>Subsidence</b> or <b>heave</b> of the site on which <b>your home</b> stands or <b>landslip</b> . | <ul style="list-style-type: none"> <li>• For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>• For loss or damage caused by faulty or unsuitable materials or design or poor workmanship;</li> <li>• For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law;</li> <li>• For loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations, extensions or demolition;</li> <li>• For loss or damage caused by coastal or river bank erosion.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |
| 6. Theft or attempted theft.   | <ul style="list-style-type: none"> <li>• <b>Money</b> and pedal cycles unless force and violence is used to gain entry to <b>your home</b>;</li> <li>• Any loss or damage if <b>your home</b> or any part of it is let or lent, unless force and violence is used to gain entry to <b>your home</b>;</li> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>;</li> <li>• Loss or damage caused by <b>you, your domestic staff</b>, lodgers, paying guests or tenants.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |

| What is insured  | What is not insured   |
|--|---|
| 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.  | <ul style="list-style-type: none"> <li>Loss or damage occurring during a <b>period of unoccupancy</b>;</li> <li>Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in <b>your home</b>. (If it is <b>accidental damage</b> and <b>you</b> have cover under Accidental Damage - Extension 28, this would be insured subject to the exclusions and <b>excess</b> applicable to that paragraph);</li> <li>Loss or damage caused by the failure, or lack of, grout and/or sealant in <b>your home</b>;</li> <li>Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |
| 8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.   | <ul style="list-style-type: none"> <li>Loss or damage caused by domestic pets.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 9. Leakage of oil from any fixed oil fired heating installation.   | <ul style="list-style-type: none"> <li>Loss or damage occurring during a <b>period of unoccupancy</b>.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 10. Falling trees and branches.  | <ul style="list-style-type: none"> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| 11. Falling television and radio receiving aerials, aerial fittings or masts.  | <ul style="list-style-type: none"> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| 12. <b>Accidental damage to business equipment</b> , televisions and their aerials, digital receivers, radios, computers and related equipment, and other audio and video equipment. | <ul style="list-style-type: none"> <li>Damage to items designed and intended to be portable (such as laptops and mobile phones), or to hand held computer equipment and games;</li> <li>Electronic failure;</li> <li>Computer virus;</li> <li>Wear and tear;</li> <li>Electrical or mechanical breakdown.</li> <li>Damage caused in the process of cleaning, maintenance, repair or dismantling;</li> <li>Damage to records, cassettes, discs or other data storage devices.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| 13. Accidental breakage of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture.  | <ul style="list-style-type: none"> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |

## Section 2 - Contents Extensions

| What is insured  | What is not insured   |
|--|---|
| 14. Alternative accommodation.<br>During the period <b>your home</b> is made uninhabitable following loss or damage to the <b>contents</b> by any insured event covered under this section which results in an admitted claim, <b>we</b> will pay for the cost of comparable alternative accommodation, including for any domestic pets permanently living with <b>you</b> . | <ul style="list-style-type: none"> <li>Any amount over 20% of the <b>contents</b> sum insured;</li> <li>Rent and other costs and expenses which <b>you</b> would have paid but for the damage will be deducted from any payment made.</li> <li>The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |

|   |   |
|---|---|
| <p>15. Loss or damage to <b>contents</b> during household removal by professional removal contractors.<br/>The <b>contents</b> are insured against accidental loss or damage while in transit between <b>your home</b> and <b>your</b> new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. <b>We</b> will also cover temporary storage by professional removal contractors for up to three days.</p>  | <ul style="list-style-type: none"> <li>• Loss of or damage to china, glass, earthenware and other items of a brittle nature, unless they have been packed by professional packers;</li> <li>• Loss of <b>money</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| <p>16. <b>Your</b> liability as a tenant. <b>We</b> will cover <b>you</b> against <b>your</b> legal liability as a tenant for:</p> <p>(a) Loss, damage or breakage to <b>your home</b> and to landlord's fixtures and fittings from any insured event described in paragraphs 4, 6, 7, 9, 11, 12, and 13 of section 1 of this <b>policy</b>, subject to the exclusions and <b>excess</b> applicable to that paragraph;</p> <p>(b) Damage to internal decorations caused by fire or smoke.</p> | <ul style="list-style-type: none"> <li>• Any amount over GBP 5,000 or 10% of the sum insured recorded against <b>contents</b> on <b>your policy schedule</b>, whichever is higher.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>17. (a) <b>Contents</b> temporarily removed from <b>your home</b> for up to 90 consecutive days. Provided that it is <b>your</b> intention to return the item(s) to <b>your home</b>, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to <b>contents</b>:</p>   | <p>Under part a)</p> <ul style="list-style-type: none"> <li>• no more than GBP 7,000 or 15% of the sum insured recorded against <b>contents</b> on <b>your policy schedule</b>, whichever is higher;</li> <li>• No more GBP 1,000 for a single article, <b>pair or set</b>;</li> <li>• Loss or damage to pedal cycles;</li> <li>• Loss or damage to any item that has never been in <b>your home</b>;</li> <li>• Loss or damage to any item that has been away from <b>your home</b> for more than 90 consecutive days at the time of the event that caused the loss or damage;</li> <li>• <b>Loss</b> or damage that would be insured under any other policy in the absence of this cover.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |
| <p>i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where <b>you</b> are living (other than while attending full time education) or employed.</p>  | <p>i) • Theft of <b>money</b> unless force and violence is used to gain entry.<br/>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</p>  |
| <p>ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p>   | <p>ii) Loss or damage:</p> <ul style="list-style-type: none"> <li>• Due to storm or flood;</li> <li>• Due to theft or attempted theft unless the <b>contents</b> are: <ul style="list-style-type: none"> <li>- in a building or caravan and force and violence is used to gain entry or</li> <li>- in transit to or from a bank or safe deposit;</li> </ul> </li> <li>• Caused by theft of <b>money</b> unless the theft is from a building or caravan where force and violence is used to gain entry;</li> <li>• Occurring within the boundaries of the land belonging to <b>your home</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |

| What is insured   | What is not insured  |
|---|--|
| <p>17. b) <b>Contents</b> temporarily removed from <b>your home</b> while attending full time education. Provided that it is <b>your</b> intention to return the item(s) to <b>your home</b>, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to <b>contents</b> in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where <b>you</b> are living.</p> | <p>Under part b)</p> <ul style="list-style-type: none"> <li>• any amount over GBP 5,000 in total and any amount over GBP 1,000 for a single article, <b>pair or set</b>;</li> <li>• Loss or damage: <ul style="list-style-type: none"> <li>– To pedal cycles</li> <li>– To any item(s) that has never been in <b>your home</b></li> <li>– That would be insured under any other policy in the absence of this cover</li> <li>– Due to theft unless force and violence is used to gain entry to the building</li> <li>– While the <b>contents</b> are being worn, moved or carried.</li> </ul> </li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |
| <p>18. <b>Contents</b> in the garden.<br/>The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to <b>contents</b> outside the <b>home</b> but within the boundaries of the land belonging to <b>your home</b>.</p>  | <ul style="list-style-type: none"> <li>• Any amount over GBP 2,500;</li> <li>• Loss or damage caused by storm or flood;</li> <li>• Loss or damage to pedal cycles;</li> <li>• Theft of <b>money</b>;</li> <li>• Theft or attempted theft from any unattended vehicle;</li> <li>• Loss or damage to <b>valuables</b>;</li> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>19. Loss or theft of keys.<br/>If keys to <b>your home</b> are lost or stolen, <b>we</b> will pay for the replacement and installation of door locks for any external doors of <b>your home</b>.</p>   | <ul style="list-style-type: none"> <li>• Any amount over GBP 750.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>20. Personal assault.<br/><b>We</b> will pay <b>you</b> or <b>your</b> personal representatives GBP 5,000 if <b>you</b> die within 60 days as a direct result of injuries received in <b>your home</b> caused by thieves.</p>  | <ul style="list-style-type: none"> <li>• Theft of <b>money</b> held or used for business purposes.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| <p>21. Freezer contents.<br/><b>We</b> will pay for food in a freezer cabinet or freezer compartment of a refrigerator at <b>your home</b> made unfit for human consumption due to:<br/>(a) A rise or fall in temperature;<br/>(b) Contamination by refrigerant or refrigerant fumes.</p>   | <ul style="list-style-type: none"> <li>• Any amount over GBP 250;</li> <li>• Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old;</li> <li>• Loss of or damage to food held or used for business purposes;</li> <li>• Loss or damage due to the power supply authority deliberately cutting or reducing the supply to <b>your home</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| <p>22. Oil and metered water.<br/><b>We</b> will pay for loss of oil or metered water following <b>accidental damage</b> to <b>your</b> domestic water or heating installations.</p>  | <ul style="list-style-type: none"> <li>• Any amount over GBP 2,000;</li> <li>• Loss occurring during a <b>period of unoccupancy</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |

|   |  |
|---|--|
| <p>23. Special events.<br/>For one month before and one month after a special event or religious festival where the value of <b>contents</b> owned by <b>you</b> is increased due to purchases related to the special event or religious festival, the <b>contents</b> sum insured recorded on <b>your policy schedule</b> is increased by 10%.</p>   | <ul style="list-style-type: none"> <li>• Any amount over 10% of the sum insured recorded against <b>contents</b> on <b>your policy</b>.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>24. New purchases.<br/>The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, <b>pair or set</b> of <b>valuables</b> that <b>you</b> have not previously told <b>us</b> about, up to a maximum of GBP 2,500 occurring within 30 days of purchase.</p>  | <ul style="list-style-type: none"> <li>• Any amount over GBP 2,500;</li> <li>• Loss or damage to articles for which <b>you</b> do not have proof of the date of purchase.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>25. Reinstatement of documents.<br/><b>We</b> will pay the cost of preparing new title deeds to <b>your home</b>, bonds or securities if they are lost or damaged by any insured events described in paragraphs 1 to 11 and (if applicable) Accidental Damage - extension 28 of section 2 of this <b>policy</b> while in <b>your home</b> or while kept in <b>your</b> bank, building society or solicitor's office.</p> | <ul style="list-style-type: none"> <li>• Any amount over GBP 2,500;</li> <li>• Negotiable bonds or securities.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>   |
| <p>26. Plants in the garden.<br/>The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of plants outside the <b>home</b> but within the boundaries of the land belonging to <b>your home</b>.</p>  | <ul style="list-style-type: none"> <li>• Any amount over GBP 1,000.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul>  |
| <p>27. Visitors' personal effects.<br/>The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to <b>your</b> visitors' clothing and personal belongings whilst in <b>your home</b>.</p>  | <ul style="list-style-type: none"> <li>• Any amount over GBP 300</li> <li>• Loss or damage that would be insured under any other policy in the absence of this cover.</li> <li>• <b>Money, credit cards</b>, securities and documents.</li> <li>• Vehicles, pedal cycles, other means of transport, caravans, trailers, aircraft, hovercraft, boats or their parts or accessories.</li> <li>• Property held or used for business or trade.</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> </ul> |



## Section 2 – Contents - Optional Extensions

The following will only be covered if it shows **accidental damage** is applicable on **your schedule**.

| What is insured              | What is not insured   |
|------------------------------|---|
| 28. <b>Accidental damage</b> | <ul style="list-style-type: none"> <li>• For damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section two;</li> <li>• For loss or damage to <b>contents</b> within garages and outbuildings;</li> <li>• For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon;</li> <li>• For damage caused by chewing, tearing, scratching or fouling by animals;</li> <li>• Any amount over GBP 5,000 in total for porcelain, china, glass and other brittle articles;</li> <li>• For loss or damage to <b>money, credit cards</b>, documents or stamps;</li> <li>• For loss or damage to contact, corneal or micro corneal lenses;</li> <li>• For loss or damage while the <b>home</b> is lent, let or sublet;</li> <li>• For damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost;</li> <li>• For damage caused by faulty design or unsuitable materials specification, workmanship;</li> <li>• For damage from mechanical or electrical faults or breakdown;</li> <li>• For damage caused by dryness, dampness, extremes of temperature and exposure to light;</li> <li>• For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination;</li> <li>• For the first GBP 100 of each and every claim;</li> <li>• For any damage caused by coastal or river bank erosion.</li> </ul> |

## Section 2 – Contents - Conditions

Conditions that apply to section two (**contents**) only.

### Settling claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two.  
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
  - The new article is as close as possible to but not an improvement on the original article when it was new;
  - **You** have paid or **we** have authorised the cost of replacement.
 The above basis of settlement will not apply to:
  - Clothes and household linen
  - Pedal cycles
 where **we** will take off an amount for depreciation.

If **we** can repair or replace an item but **we** agree to **your** request to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a **Pair or Set** or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

**Your sum insured**

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

**Limit of insurance**

**We** will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

## Section 3 - Personal Possessions In And Away From Home

The following cover applies only if the **schedule** shows that it is included.

| What is insured  | What is not insured   |
|--|---|
| <p><b>Valuables</b> and <b>personal possessions</b> listed in the <b>schedule</b> (or specification(s) attached) against physical loss or damage. Cover will apply anywhere in the UK'</p> | <ul style="list-style-type: none"> <li>• Damage caused by moth or vermin;</li> <li>• For damage from electrical or mechanical faults or breakdown;</li> <li>• Any amount over GBP 5,000 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b>;</li> <li>• For loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon;</li> <li>• For damage to guns caused by rusting or bursting of barrels;</li> <li>• For breakage of any sports equipment whilst in use;</li> <li>• For any loss of or damage to contact, corneal or micro corneal lenses;</li> <li>• For theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision;</li> <li>• The <b>excess</b> for each and every claim as shown on <b>your policy schedule</b>;</li> <li>• For mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the <b>schedule</b>;</li> <li>• Any amount over £1,000 for theft from an unattended motor vehicle or where the unattended motor vehicle is stolen at the same time. We will not pay any amount unless the property was concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs were securely closed and all doors locked;</li> <li>• Any amount over GBP 500 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms.</li> <li>• For loss or damage of pedal cycles left unattended while away from <b>your home</b> unless they are locked to a permanent structure by a shop bought cycle lock or kept in a locked building.</li> <li>• For loss or damage to pedal cycle accessories or spare parts unless the cycle is stolen at the same time.</li> <li>• For loss or damage to the pedal cycle while it is being used for racing, pace making, is let out on hire or is used other than for private purposes.</li> </ul> |

## Claims settlement under section 3 – Personal Possessions

### How we deal with your claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured value of GBP 2,500 or over:
  - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set;
  - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.
3. If **we** can repair or replace an item but **we** agree to **your** request to make a cash settlement **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers.

### Your sum insured

4. If the total value of items covered under this section at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total value of the items **we** will only pay one half of the cost of repair or replacement. However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

### Limit of insurance

**We** will not pay more than the sum(s) insured shown in the **schedule**.

## Section 4 - Legal Liability To The Public

This section applies only if the **Schedule** shows that either the **buildings** are insured under Section 1 or the **contents** are insured under Section 2 of this contract of insurance.

Part A of this section applies in the following way:

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

### Part A below

| We will pay for your legal liability   | We will not pay for your legal liability  |
|--|---|
| <ul style="list-style-type: none"> <li>• As owner or occupier up to the sums insured stated in the <b>schedule</b> for any amounts <b>you</b> become legally liable to pay as damages for:               <ul style="list-style-type: none"> <li>(a) <b>Bodily injury</b>;</li> <li>(b) Damage to property; caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>.</li> </ul> </li> <li>• As a private individual for any amounts <b>you</b> become legally liable to pay as damages for:               <ul style="list-style-type: none"> <li>(a) <b>Bodily injury</b>;</li> <li>(b) Damage to property; caused by an accident happening anywhere in the world during the <b>period of insurance</b></li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• For <b>bodily injury</b> to:               <ul style="list-style-type: none"> <li>(a) <b>You</b></li> <li>(b) Any other permanent member of the <b>home</b></li> <li>(c) Any person who at the time of sustaining such injury is engaged in <b>your</b> service;</li> </ul> </li> <li>• For <b>bodily injury</b> arising in connection with any communicable disease or condition;</li> <li>• Arising out of any criminal or violent act to another person or property;</li> <li>• For damage to property owned by or in the charge or control of:               <ul style="list-style-type: none"> <li>(a) <b>You</b></li> <li>(b) Any other permanent member of the <b>home</b></li> <li>(c) Any person engaged in <b>your</b> service</li> </ul> </li> <li>• In Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the <b>period of insurance</b>;</li> <li>• Arising in connection with any profession, occupation, business or employment;</li> <li>• Which <b>you</b> have assumed under contract and which would not otherwise have attached;</li> <li>• Arising out of <b>your</b> ownership, possession or use of:               <ul style="list-style-type: none"> <li>(a) Any motorised or horse drawn vehicle other than                   <ul style="list-style-type: none"> <li>(i) Domestic gardening equipment used within the <b>premises</b> and</li> <li>(ii) Domestic pedestrian controlled gardening equipment;</li> </ul> </li> <li>(b) Any power-operated lift other than stair lifts;</li> <li>(c) Any aircraft (including drones) or watercraft other than manually operated rowing boats, punts or canoes (Exclusions continued over the page);</li> </ul> </li> </ul> |

| We will pay for your legal liability: | We will not pay for your legal liability  |
|---------------------------------------|---|
|                                       | <p>(d) Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation;</p> <ul style="list-style-type: none"> <li>• In respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> <li>(a) Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>Schedule</b>;</li> <li>(b) Reported to <b>us</b> not later than thirty (30) days from the end of the <b>period of insurance</b>;</li> </ul> </li> </ul> <p>In which case all such pollution and/or contamination arising out of such accident will be deemed to have happened at the time of such accident;</p> <ul style="list-style-type: none"> <li>• Arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>;</li> <li>• If <b>you</b> are entitled to payment under any other insurance, until such insurance(s) is exhausted.</li> </ul> |

## Part B

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

## Part C

| We will pay for  | We will not pay for   |
|--|---|
| <p>Any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by <b>you</b>.</p> | <ul style="list-style-type: none"> <li>• For the cost of repairing any fault or alleged fault.</li> </ul> |

**\*Dangerous Dogs Act 1991** The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

**\*\*Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

**Limit of insurance**

**We** will not pay

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

**Section 5 - Legal Liability To Domestic Staff**

This section applies only if **your Schedule** shows that is insured/included.

| We will pay for your legal liability  | We will not pay for your legal liability  |
|---|---|
| For amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your domestic staff</b> employed in connection with the <b>premises</b> shown in the <b>schedule</b> . | For <b>bodily injury</b> arising <ul style="list-style-type: none"> <li>• In connection with the use of any vehicle outside the <b>premises</b>;</li> <li>• In connection with any vehicle used for racing, pacemaking or speed testing;</li> <li>• In connection with any communicable disease or condition;</li> <li>• In Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b>;</li> <li>• From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li> </ul> |

**\*Dangerous Dogs Act 1991** The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

**Limit of insurance**

**We** will not pay more than GBP 5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

# Endorsements, Special Terms and Conditions

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

## 1. Alarm Clause

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

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

## 2. Subsidence, Heave or Landslip Exclusion Clause

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**Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip** is not covered by this insurance.

## 3. Flood Exclusion Clause

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

## 4. Contractors Exclusion Clause

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

## 5. Mortgage Interest Clause

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

## 6. FLEEA Clause

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The **premises** insured under this policy are covered against loss or damage directly caused by the events of fire, lightning, explosion, earthquake and aircraft only.

In addition, the following Sections are deleted:

Section 3 - Personal Possessions In and Away From Home

Section 4 - Legal Liability To the Public, cover for Personal Liability and Part B are deleted.

## 7. Minimum Security Clause

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

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

## 8. Musical Instrument Clause

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

## 9. Flat Roof Clause

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It is a condition of this **policy** that the flat roof has been inspected and repaired, where necessary, no earlier than 24 months prior to the commencement of the period of insurance. It is also a condition that future inspections and repair, renovation and replacement, where necessary, will take place at no greater than five year intervals with full records of inspections and works retained for **our** inspection.

If **you** do not do this, **we** will not be able to pay a claim which involves loss or damage to a flat roof which has occurred due to weather related conditions.

## 10. Monthly Payment Clause

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



### **11. Security (Secured to prevent illegal entry)**

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This insurance does not cover loss or damage caused by illegal entry or exit to the **home** unless the **home** has been secured to prevent illegal entry or exit.

### **12. Tree Pruning Clause**

---

In accordance with General Conditions: Taking Care of **Your** Property; a Tree Surgeon or similar professional must, triennially (every 3 years), at **your** expense:

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

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

### **13. Central Heating Clause**

---

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

### **14. Safe Clause**

---

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

### **15. Keys Clause**

---

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

### **16. Installation Clause**

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This insurance does not include cover for theft or attempted theft from the **home** unless a NACOSS approved and maintained alarm is fitted to the **home** within 30 days of commencement of the period of insurance.

### **17. Wind and Waterproof**

---

This insurance does not cover loss or damage caused by storm unless the **home** is wind and weatherproof at all times.

### **18. Unoccupied Buildings Cover Limitation – Buildings - FLEA**

---

There is no liability under Section 1 of this Policy whilst the **Buildings** are **Unoccupied** other than loss or damage caused by

- (a) fire
- (b) explosion
- (c) lightning
- (d) earthquake

### **19. Unoccupied Buildings Cover Limitation – Contents - FLEA**

---

There is no liability under Section 2 of this Policy whilst the **Buildings** are **Unoccupied** other than loss or damage caused by

- (a) fire
- (b) explosion
- (c) lightning
- (d) earthquake

### **20. Theft Restriction**

---

There is no liability under Sections 2 and 3 of this Policy for loss or damage by theft or attempted theft unless there is physical evidence of violent and forcible entry into, or exit from, the **Home**.

### **21. Business Use Extension**

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**We** will indemnify **You** in respect of **Your** legal liability to pay damages and claimants costs and expenses for

- (a) accidental **Bodily Injury**
  - (b) accidental loss of or damage to property.
- happening in the **Home** during the **Period of Insurance** in connection with **Your** business or profession arising out of non manual, or clerical activities.

The maximum **We** will pay in respect of any one incident is £2,000,000.

## 22. Childminding – Accidental Damage and Theft Restriction

---

There is no liability under Sections 2 and 3 of this Policy for loss or damage caused by

(a) **Accidental Damage**

(b) theft or attempted theft unless there is physical evidence of violent and forcible entry into, or exit from, the **Home**.

Where **You** are involved in **Childminding** at the **Home**

**Childminding is defined as a person who is paid to look after children, other than their own children, between the ages of birth to 8 years in their own home.**

## 23. Bed and Breakfast Accommodation Cover Extension

---

We will pay for

(a) loss or damage to **Valuables** and personal effects belonging to any guest whilst kept at the **Home**.

**We** will not pay for

(a) the first £50 of each and every claim

(b) loss or damage that can be recovered under any other insurance Policy.

The maximum that **We** will pay is £1,000 in any one Period of Insurance.

(b) loss of bookings if the **Home** is damaged by any cause covered under this Section and, as a result, is rendered unfit for the acceptance of paying guests

The maximum **We** will pay is £100 per week up to a maximum of 8 weeks.

**We** will not pay for loss of bookings within the first 14 days of damage occurring.

(c) **Your** legal liability arising as

i. Owner

ii. Occupier

iii. In a personal capacity

iv. As employer of a domestic employee

Where the **Home** is used in part for the provision of bed and breakfast accommodation, provided that

(a) The maximum number of paying guests does not exceed 6 at any one time

(b) Only 3 bedrooms are used for bed and breakfast purposes at any one time

(c) The property is not licensed

## 24. Jewellery Clause

---

There is no liability under Sections 2 and 3 of this Policy for loss or damage caused by theft or attempted theft of jewellery unless the jewellery is

(a) being worn by **You**

(b) deposited in a bank or locked safe

(c) being carried by hand under **Your** personal supervision

## 25. Unoccupancy

---

It is a requirement of this Policy when the **Buildings** are **Unoccupied** that

(a) An inspection of the **Buildings** are conducted, and recorded, internally and externally at least once every 7 days by a responsible adult and

(b) the water, gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain a minimum temperature of 58°F (15°C) at all times.

**We** will not pay for

(a) the first £250 of each and every claim (or the total for all other losses **Excess** shown in **Your Schedule** whichever is the highest)

(b) **Valuables, Money** and **Credit Cards**

## 26. Pedal Cycle

---

It is a requirement of this Policy for loss or damage by theft, or attempted theft, of pedal cycles that pedal cycles are secured by a 'D'-shaped shackle lock designed for that use.

## 27. Jewellery Maintenance Warranty

---

There is no liability under Sections 2 and 3 of this Policy for loss or damage to individual jewellery valued at over £5,000, unless

(a) an inspection is carried out at least every three years by a competent jeweller

(b) any defects in clasps, mountings and settings are immediately rectified.

### **28. Boarders, Lodgers and Paying Guest**

There is no liability under Sections 1 and 2 of this Policy in respect of **Your** legal liability as a result of  
(a) accidental **Bodily Injury** to any boarder, lodger or paying guest  
(b) accidental loss of or damage to property belonging to any boarder, lodger or paying guest  
**You** must notify **Us** immediately if, at any point during the **Period of Insurance**, more than 3 boarders, lodgers or paying guests are accommodated in the **Home**.

### **29. Subsidence Excess £2,500**

**We** will not pay for the first £2,500 in respect of each and every claim caused by subsidence or heave of the land that the **Buildings** stand on, or landslip.

### **30. Evidence of Value - applicable to applicable to Section 3 Personal Possessions**

It is a requirement of this Policy for loss or damage to **Personal Possessions** that **You** provide a receipt or professional valuation in support of **Your** claim.

### **31. Evidence of Value – applicable to Section 2 Contents**

It is a requirement of this Policy for loss or damage to **Contents** with a value that exceeds £2,000 that **You** provide a receipt or professional valuation in support of **Your** claim.

### **32. Accidental Damage Exclusion**

There is no liability under Sections 1, 2 and 3 of this Policy for loss or damage caused by **Accidental Damage**.

### **33. Subsidence Exclusion**

There is no liability under Sections 1 and 2 of this Policy for loss or damage caused by subsidence or heave of the land that the **Buildings** stand on, or landslip.

### **34. Basis of Claims Settlement - Stamp Collections**

The basis of claims settlement for loss or damage to stamp **Collections**

### **35. Basis of Claims Settlement – Coin & Medal Collections**

The basis of claims settlement for loss or damage to Coin & Medal **Collections**

### **36. Increased Flood Excess £500**

**We** will not pay for the first £500 in respect of each and every claim caused by storm and flood.

### **37. Increased Flood Excess £1,000**

**We** will not pay for the first £1,000 in respect of each and every claim caused by storm and flood.

### **38. Increased Flood Excess £2,500**

**We** will not pay for the first £2,500 in respect of each and every claim caused by storm and flood.

### **39. Increased Flood Excess £5,000**

**We** will not pay for the first £5,000 in respect of each and every claim caused by storm and flood.

### **40. Increased Subsidence Excess £2,500**

**We** will not pay for the first £2,500 in respect of each and every claim caused by subsidence or heave of the land that the **Buildings** stand on, or landslip.

### **41. Increased Subsidence Excess £5,000**

**We** will not pay for the first £5,000 in respect of each and every claim caused by subsidence or heave of the land that the **Buildings** stand on, or landslip.

### **42. Cover Limitation**

There is no liability under Sections 1, 2 and 3 of this Policy for loss or damage caused by storm, flood or weight of snow.

### **43. Business Equipment Extension**

Exclusion e. of Policy Definition Contents is amended to as follows:

e. any property held or used for business purposes other than Business Equipment up to £10,000 in total;

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#### **44. Storm and Flood Exclusion**

There is no liability under Sections 2 and 3 of this Policy for loss or damage caused by storm or flood.

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#### **45. Increased Theft Excess £1,000**

**We** will not pay for the first £1,000 in respect of each and every claim caused by theft and malicious damage.

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#### **46. Increased Theft Excess £2,000**

**We** will not pay for the first £2,000 in respect of each and every claim caused by theft and malicious damage

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#### **47. Increased Escape of Water Excess £750**

**We** will not pay for the first £750 in respect of each and every claim caused by escape of water

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#### **48. Increased Policy Excess £250 Excess - applicable to Section 1 Buildings**

**We** will not pay for the first £250 of each and every claim applicable to Section 1 Buildings

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#### **49. Increased Policy Excess £250 Excess - applicable to Section 2 Contents and Section 3 Personal Possessions**

**We** will not pay for the first £250 of each and every claim applicable to Section 2 Contents and Section 3 Personal Possessions

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#### **50. Escape of Water Exclusion**

There is no liability under Sections 2 and 3 of this Policy for loss or damage caused by escape of water from, or frost damage to, fixed water tanks, apparatus or pipes.

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#### **51. Unoccupied Exclusions - Deleted**

The following exclusion is deleted and does not apply wherever it appears in the Policy under A Cover: while the **Buildings** are **Unoccupied**.

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#### **52. Notifiable Diseases**

Despite anything to the contrary in your contract of insurance, we will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which:

- is notifiable to the government or a local authority under any law, order, act or statute; and/or
- is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.

## Making Yourself Heard

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

If **your** complaint is in relation to Sections 1-5:

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the insurer AXIS Managing Agency Ltd or to the Complaints team at Lloyd's. Contact details are as follows:

Complaints  
AXIS Managing Agency Ltd  
The Scalpel Building, 52 - 54 Lime Street,  
London  
EC3M 7AF  
Tel No: 020 7050 9000  
e-mail: complaints@axiscapital.com

Complaints  
Lloyd's, One Lime Street, London, EC3M 7HA  
Tel No: 020 7327 5693 Fax No: 020 7327 5225  
e-mail: complaints@lloyds.com  
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:  
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)  
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** live in the Channel Islands, the contact information is:  
Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG.  
Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.  
Fax +44 1534 747629  
Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)  
Website: [www.ci-fo.org](http://www.ci-fo.org)

If **you** have purchased **your policy** online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>  
Making a complaint does not affect **your** right to take legal action.

If **your** complaint is in relation to Section 6 of this **policy you** must follow the complaints procedure as detailed on page 40 of this document.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone 0800 0234 567 (landline)  
Telephone 0300 123 9 123 (mobile)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### If you appoint someone to act on your behalf

If **you** ask someone else to act on **your** behalf **you** should provide **us** with written authority to allow **us** to deal with them.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY.) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Data protection

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer certain information which **you** have provided to other parties.

## 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. It is underwritten by AmTrust Europe Limited, on whose behalf **we** act.

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

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

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

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

## IMPORTANT CONDITIONS

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

### Prospects of Success

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

### Proportional Costs

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

### Duty of Disclosure

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

## Suspension of Cover

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

## Definitions

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

### Adviser

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

### Advisers' Costs

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

### Conditional Fee Agreement

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

### Conflict of Interest

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

### Data Protection Legislation

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

### Disclosure Breach

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

### Excess

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

**Property Infringement section:** £250.

**All other sections:** Nil.

### Insured Event

---

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

### Insurer

---

AmTrust Europe Limited.

### Legal Action(s)

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

### Legal Helpline

---

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

### Maximum Amount Payable

---

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

All sections: £50,000

**Period of Insurance**

---

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

**Standard Advisers' Costs**

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

**Territorial Limits**

---

The United Kingdom

**We/Us/Our**

---

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

**You / Your**

---

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

**Vehicle**

---

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



## A Cover

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

### Consumer Pursuit

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

### Personal Injury

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

### Property Infringement

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

## Property Damage

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

## Consumer Defence

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

## Telephone Helplines

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### Legal Helpline

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

## B General Exclusions

### 1. There is no cover where:

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

### 2. There is no cover for:

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

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

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

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

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

## C Conditions

### 1. Cancellation

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

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

### 2. Claims

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

### 3. Disputes

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

### 4. Prospects of Success

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

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

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

## 5. English Law and Language

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

## 6. Other Insurances

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

## 7. Disclosure

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

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

## 8. Fraud

If you make a fraudulent claim under this insurance contract, then we:

- a) Are not liable to pay the claim; and
- b) May recover from you any sums paid by us to you in respect of the claim; and
- c) May by notice to you treat the contract as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under clause c) above:

- a) We will not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) We need not return any of the premiums paid.

## 9. Change in Law

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

# D Customer Services Information

## How to make a claim

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

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

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

### **Data Protection**

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

### **Customer Service**

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

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

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 01206 615000  
Email: customerservices@arclegal.co.uk

The Financial Ombudsman Service contact details are:

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

### **Compensation**

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

### **Authorisation**

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

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

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TENANTS REFERENCING

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Fax: 020 8847 8001

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