

POLICY TERMS & CONDITIONS



HEMOCARE BUILDINGS & CONTENTS

INSURANCE FOR OWNER OCCUPIERS

Contents

•	Definitions	3
•	Section 1 - Buildings	6
•	Section 2 - Contents	9
•	Section 3 - Personal Possessions	12
•	Section 4 - Pedal Cycles	14
•	Section 5 – Liabilities	15
•	Section 6 - Family Legal Expenses Insurance	17
•	General Conditions	25
•	General Exclusions	27
•	How To Claim And Claims Conditions	28
•	Complaints Procedure & Regulatory Information	29

Discount Insurance

Introduction

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

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

This insurance offers a comprehensive cover, legal liability as well as extended options - please refer to **your** insurance certificate and statement of fact for **your** cover level, provided that the conditions under which this policy has been issued are fulfilled. If **you** have any questions, please contact **us** on 0808 587 1060.

Your Insurers

This policy is administered by **Your** agent, arranged by Discount Insurance a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909, and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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

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

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

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

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

Governing Law

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

Important note

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

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

Discount Insurance, 27 Great West Road, Brentford, London TW8 9BW

Definitions

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

Accidental Damage

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

Bedroom

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

Buildings

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

Business

Any employment, trade or profession.

Consequential Loss

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

Contents

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

Cost of Rebuilding

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

Credit Cards

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

Endorsement(s)

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

Excess

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

Family

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

Home

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

Insurers/We/Us/Our

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

Money

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

Office Equipment

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

Pedal Cycles

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

Period of Insurance

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

Personal Effects

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

Personal Possessions

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

Policy

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

Property

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

Schedule

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

Sum Insured

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

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Uninsurable Risks

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

United Kingdom

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

Unoccupied

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

Valuables

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

Vehicles

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

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

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

You/Your

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

Section 1 - Buildings

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

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

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

Excluding

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

2. Storm or flood.

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

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

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

8. Malicious damage to tangible property or vandalism.

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

ADDITIONAL COVER

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

16. Purchaser's Interest

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

17. Emergency Access

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

Excluding

- a. any amount in **Excess** of £750

18. Replacement of Locks and Keys

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

OPTIONAL COVER

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

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

Excluding

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

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Index-linking Clause

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

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

Basis of Claims Settlement

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

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

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

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

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

Your Excess

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

- subsidence, heave or landslip
- escape of water.

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

Section 2 - Contents

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

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

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

Excluding

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

2. Storm or flood.

Excluding

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

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

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

Excluding

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

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

Excluding

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

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

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

7. Malicious damage to tangible property or vandalism.

Excluding

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

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

Excluding

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

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

Excluding

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

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

Excluding

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

11. Accidental Damage in the Home to:

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

Excluding

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

ADDITIONAL COVER

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

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

Excluding

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

13. Deep Freezer Contents

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

Excluding

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

14. Personal Money and Credit Cards

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

Excluding

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

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

Excluding

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

16. Digital Information

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

Excluding

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

17. Office Equipment

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

18. Valuables

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

19. Visitors' Personal Effects

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

20. Weddings, Birthdays and Religious Festivals

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

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

21. Replacement of Locks and Keys

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

22. Contents and plants in the Garden

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

Excluding

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

23. Contents Temporarily Removed

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

Excluding:

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

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

24. Title deeds

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

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

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

OPTIONAL COVER

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

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

Excluding

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

Section 3 - Personal Possessions

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

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

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

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

Excluding

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

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

Index-linking Clause

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

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

Basis of Claims Settlement

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

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

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

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

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

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

Your Excess

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

- subsidence, heave or landslip
- escape of water

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

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

Section 4 - Pedal Cycles

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

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

Excluding

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

Basis of Claims Settlement

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

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

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

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

Your Excess

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

- subsidence, heave or landslip
- escape of water.

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

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

Section 5 – Liabilities

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

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

Excluding

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

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

2. Accidents to Domestic Employees

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

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

Excluding

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

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

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

Excluding any liability relating to or arising from:

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

Section 6 - Family Legal Expenses Insurance

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

This insurance is managed and provided by Arc Legal Assistance Limited.

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

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

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

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

IMPORTANT CONDITIONS

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

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

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

Suspension of Cover

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

Definitions

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

Adviser

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

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

Conflict of Interest

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

Excess

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

Property Infringement section: £250.

All other sections: Nil.

Insurance Providers

AmTrust Europe Limited.

Insured Incident

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

Insured Period

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

Legal Action(s)

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

Limit of Indemnity

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

All sections: £50,000.

Standard Advisers' Costs

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

Territorial Limits

The United Kingdom

We/Us/Our

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

You / Your

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

Vehicle

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

A Cover

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

Consumer Pursuit

What is insured	What is not insured
<p>Advisers' costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main home. The contract must have been made after you first purchased this insurance and, in respect of disputes over the purchase of your main home, the purchase must have commenced at least 180 days after you 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">• Where the amount in dispute is less than £250 plus VAT• Involving a vehicle owned by you or which you are legally responsible for• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Personal Injury

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

Property Infringement

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

Property Damage

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

Consumer Defence

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

Telephone Helplines

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

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

B General Exclusions

1. There is no cover where:

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

2. There is no cover for:

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

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

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

4. Contracts (Rights of Third Parties) Act 1999

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

C Conditions

1. Cancellation

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

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

2. Claims

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

3. Disputes

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

4. Reasonable Prospects

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

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

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

5. English Law

This contract is governed by English Law.

D Customer Services Information

How to make a claim

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

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

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

General Data Protection Regulation

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

Customer Service

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

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

Our contact details are:

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

The Financial Ombudsman Service contact details are:

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

Compensation

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

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register 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.

General Conditions – Applicable to All Sections of This Policy

Your Responsibility

You must take reasonable care to:

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

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

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

Claims Underwriting Exchange

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

Duty of Care

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

Changes in Circumstances

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

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

Unoccupancy

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

Notice of Building Works

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

Cancellation

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

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

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

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

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

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

Contracts (Rights of Third Parties Act) 1999

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

Other Insurance

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

Fraud

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

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

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

General Exclusions – Applicable to All Sections of This Policy

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

a. Radioactive Contamination Any direct or indirect consequence of:

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

b. War

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

c. Terrorism

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

d. Deliberate Act

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

e. Existing Damage

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

f. Sonic Pressure

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

g. Consequential Loss

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

h. Uninsurable Risks

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

i. Motor Vehicles

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

j. Domestic Pets

Loss or damage caused by domestic pets.

k. Electronic Data

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

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

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

How to Claim and Claims Conditions – Applicable to All Sections of This Policy

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

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

SECTION 1-4

Davies Group,
Two Smithfield,
Leonard Coates Way,
Stoke-on-Trent
ST1 4FD
Tel: 0344 856 2491
Email: UKGclaims@davies-group.com

SECTION 5

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

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

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

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

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

Complaints Procedure & Regulatory Information

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

Complaints regarding:

SALE OF THE POLICY

Please contact

Discount Insurance,
27 Great West Road,
Brentford,
London,
TW8 9BW.
Tel: 0208 847 8000
Email: info@discountinsurance.co.uk

CLAIMS

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

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

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

Davies Group,
Two Smithfield,
Leonard Coates Way,
Stoke-on-Trent
ST1 4FD
Tel: 0344 856 2015
Email: customer.care@davies-group.com

UNRESOLVED COMPLAINTS

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

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

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

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

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

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

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

COMPENSATION SCHEME

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

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

UK GENERAL INSURANCE LTD PRIVACY NOTICE

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

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

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

Why do we process your data?

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

What information do we collect about you?

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

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

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

UK General's full privacy notice

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

GREAT LAKES INSURANCE SE INFORMATION NOTICE

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

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

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

DISCOUNT
insurance

Ask about our Insurance products & services; which include:

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

DISCOUNT INSURANCE

27 Great West Road
Brentford, London
TW8 9BW

Telephone: 0208 847 8000

Fax: 0208 847 8001

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