



Elite

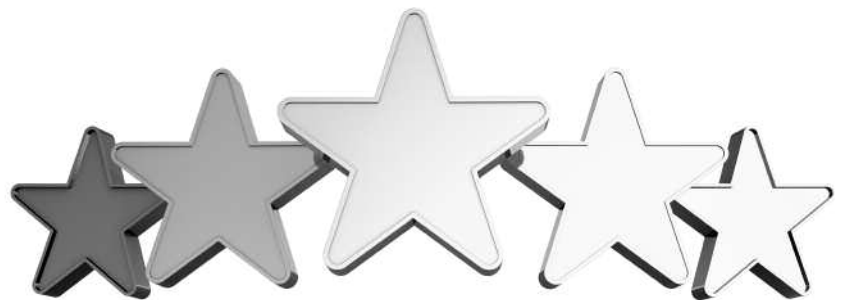
Home Insurance Policy

Plum
Underwriting

Contents

Page

Your Policy	2
Complaints, Compensation & Authorisation	2
How to Notify a Claim	3
Definitions - Words with Special Meanings	4
Subscribing Underwriters' Several Liability	6
General Conditions	7
General Exclusions	9
Section 1 - Your Buildings	11
Section 2 - Your Contents including Fine Art, Antiques and Valuables	14
Section 3 - Your Legal Liability to the Public	20
Section 4 - Your Legal Liability to your Domestic Employees	22
Section 5 - Identity Theft	23
Section 6 - Family Legal Costs	27
Section 7 - Home Emergency	33



Elite

Home Insurance Policy

Your Policy

Your policy sets out clearly what is and what is not covered and to assist **you**, any words with special meanings have been defined and are in bold.

The **policy** sections are:

1. Your Buildings
2. Your Contents including Fine Art, Antiques and Valuables
3. Your Legal Liability to the Public
4. Your Legal Liability to your Domestic Employees
5. Identity Theft
6. Family Legal Costs
7. Home Emergency

Your schedule of insurance details which sections are covered and which **underwriter** is providing the cover under each section.

It is essential that **you** read **your policy**, **your schedule of insurance** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

If **your policy**, **your schedule of insurance** and any **endorsements** are incorrect in any way, please tell **us** immediately so that **we** can make the necessary changes. This may affect **your** cover.

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker** within 14 days of either the date **you** receive **your** insurance documentation or the start of the **period of insurance**, whichever is the later.

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

Customer Service

Plum Underwriting and **your broker** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker** shown on **your schedule of insurance**.

Customer Complaints Procedure

In the unlikely event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

Your Policy

Data Protection Act

Any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, claim handling and fraud prevention which may necessitate providing such information to other parties.

Compensation

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

Authorisation

All **underwriters** providing cover under this **policy** are regulated by the Financial Services Authority ('The FSA') whose address is:

The Financial Services Authority
25 The Colonnade
Canary Wharf
London E14 5HS

You can check these details on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance. IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

How to Notify a Claim

To notify a possible claim, please refer to **your schedule of insurance** for claims contact details relevant to the section under which **you** are claiming.

When notifying a claim, please provide **your** name, **policy** number, the name of **your** insurance broker and full details of the loss or damage.

Please refer to the claims conditions detailed in the General Conditions and in sections 5 and 6.

Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

Bank cards

Credit cards, chargecards, debit cards, cash dispenser cards which belong to **you**.

Buildings

The **home** including fixtures and fittings, fitted appliances, integral garages, **outbuildings**, greenhouses, sheds, tennis courts, swimming pools, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates and fences, solar panels, interior decorations all owned by **you** or for which **you** are responsible at the address shown on **your schedule of insurance**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

Buildings do not include land or water.

Contents

Household goods and personal property that belong to **you** or for which **you** are legally responsible subject to the limits shown under section 2.

This definition includes **fine art and antiques, valuables, home business contents** and **tenant's fixtures and fittings**.

Contents do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance
- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, motorised wheelchairs and mobility scooters)
- caravans and accessories
- watercraft other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents**.

Domestic employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Endorsement(s)

A change in the terms and conditions of this insurance.

Excess

The amount shown in **your schedule of insurance** or **endorsement** which **you** will be responsible for paying in the event of each and every claim.

Fine art and antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
 - sculptures, ornaments, porcelain and glass
 - clocks, barometers, mechanical art and objects d'art
 - stamp and coin collections, wines, memorabilia and other collectables such as models and dolls
- all belonging to **you** or for which **you** are legally responsible.

Fine art and antiques do not include **valuables**.

Definitions - Words with Special Meanings

Home

The private dwelling at the address shown on **your schedule of insurance** and its **outbuildings** all used for domestic purposes only.

Home business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

Home business contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

Money

- Current legal tender, cheques, travellers cheques, postal or money orders
- Travel and seasonal travel tickets
- Premium bonds, savings certificates and share certificates
- Gift tokens, phone cards, current postage stamps and saving stamps
- Electronic cash prepayment card

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

Outbuildings

Additional buildings set apart from the **home** and at the same address, including detached garages but not greenhouses or sheds.

Period of insurance

The length of time the insurance is in force as shown on the **schedule of insurance** and for which **you** have paid, and **we** have accepted a premium.

Policy

This insurance document and **your schedule of insurance**, including any **endorsement(s)**.

Rebuilding expenses

- Reasonable and necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred.

Schedule of insurance

Your schedule of insurance forms part of this insurance and contains details of **you**, the **home**, the **sum insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and sections of this insurance that apply.

Students and boarders possessions

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

Sum insured

The amounts shown against each section, limit and/or item in **your schedule of insurance**.

Tenant's fixtures and fittings

Alterations, decorations and improvements which have been undertaken by **you** or previous occupiers as tenants but only if not covered by the landlord's or any other insurance.

Definitions - Words with Special Meanings

Terrorism

Any act(s) of any person(s) or organisation(s) involving:

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

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

United Kingdom

Great Britain, Northern Ireland, The Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied

Your home is considered to be **unoccupied** whenever it is insufficiently furnished for normal living purposes or although furnished has not been lived in for a period of more than 60 consecutive days.

Valuables

Precious metals, gemstones, jewellery, watches, furs and guns which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate.

Watercraft

- Sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- Motorised **watercraft** with an engine of 25 horsepower or less.

We/us/our/underwriter(s)

For sections 1, 2, 3 and 4 – Underwriters as named in **your schedule of insurance**. For sections 5, 6 and 7 – please refer to the individual sections.

You/your/insured

The person or persons named in **your schedule of insurance**, all members of their family, their civil partner or co-habiting partner and **domestic employees** who all permanently live in the **home**.

Your broker

The insurance broker who placed this insurance on **your** behalf.

Subscribing Underwriters' Several Liability

The subscribing insurers obligations under the contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

General Conditions

The following conditions apply to all sections with the exception of the claims condition which applies only to sections 1 to 4. Additional conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

Claims

If **you** need to notify **us** of a claim **you** must:

1. as soon as possible provide details of the claim or possible claim, using the claims contact details as stated in **your schedule of insurance**
2. co-operate fully with **us** at all times
3. promptly provide any information and assistance **we** may reasonably require
4. if **your** property is lost, stolen, vandalised or maliciously damaged
 - a) tell the police as soon as possible and, if required, any other relevant authorities
 - b) obtain an incident report number, a property irregularity or other appropriate report
5. for liability claims, immediately send **us** unanswered every statement of claim, legal process or other communication **you** receive about the claim
6. not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

After a claim **we** have the right to:

1. take over and conduct in **your** name, the defence or settlement of any claim
2. prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
3. inspect any damaged property should **we** wish to do so.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £25,000, **you** must tell **us** about the work at least 30 days before the work starts and where **you** enter into any contract for the works.

You do not need to tell **us** if the work is for redecoration only.

Cancellation

We may cancel this insurance or any part of it by giving 30 days notice by recorded delivery to the address stated in **your schedule of insurance**. **You** will be entitled to a pro-rata refund of premium but not if you have made a claim during the current **period of insurance**.

You may cancel this insurance by giving written notice to **your broker** shown in **your schedule of insurance**. **You** may be entitled to a pro-rata refund of premium but not if **you** have made a claim in the current **period of insurance**.

Fraud, non-disclosure and misrepresentation

If any claim or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent or deliberately falsely overstated, or if **you** have not told **us** about or have misrepresented any facts or circumstances which might affect **our** decision to provide insurance or the terms of that insurance, this insurance is void and **we** will not pay **your** claim.

Index linking

Your Buildings sum insured is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

Your Contents sum insured is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

Information

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary questionnaires, forms the basis of this legal contract between **you** and **us**. **You** must therefore ensure that all the information given is accurate and that no material facts have been withheld.

General Conditions

Joint insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay any one of **you**.

Law applicable

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. Unless **we** agree otherwise the language of this insurance contract and all communications relating to it will be in English.

Material facts

You must tell **us** of any changes to material facts that will affect the assessment of risk and the premium charged. If **you** are unsure whether something constitutes a material fact, please disclose it to **us** immediately.

Notifying us of a change

You must notify **us** as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance.

We reserve the right to alter the terms, conditions, and exclusions; to charge an additional premium or to cancel this **policy** should **we** become aware of any change which may affect this insurance.

Other insurance

If at the time of any loss, damage or liability covered by any section of this insurance there is another insurance covering the same loss, damage or liability **we** will only pay an amount in excess of that of which would have been payable under the other insurance.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

Safeguarding your property

You must take all reasonable steps to:

1. safeguard **your** property at all times to prevent loss or damage
2. maintain **your** property to a good state of repair
3. prevent accident or injury.

Sum insured

Your sum insured for **buildings** must be the estimated cost of rebuilding if the **buildings** were destroyed. The **sum insured** must also include **rebuilding expenses**.

Your sum insured for **contents** must be the cost to replace as new.

Your sum insured for **fine art and antiques** and **valuables** must reflect the current market value.

We will not reduce the **sum insured** under any section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

You must take reasonable steps to ensure that **your sum insured** is adequate at all times.

Surveys

We reserve the right to survey the **buildings** and **contents** during the **period of insurance**. If **we** do wish to survey **we** will contact **you** to arrange a mutually convenient date and time.

Unoccupancy

You must tell **us** immediately if **you** stop using the **home** as **your** permanent private residence or leave the **home unoccupied**.

General Exclusions

The following exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage that is not directly associated with the incident that caused **you** to claim unless expressly stated in this **policy**.
2. Loss or damage occurring before cover starts or arising from an event before cover starts.
3. Loss or damage caused by deliberate acts by **you** or any of **your** employees.
4. Loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature directly or indirectly caused by or contributed to or 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, or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
5. Any loss, damage, expense, or legal liability directly or indirectly caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. Loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability directly or indirectly caused by or contributed to by 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.

7. Loss or damage or liability directly or indirectly occasioned by, happening through or resulting from 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.
8.
 - i) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
 - ii) Any legal liability of whatsoever nature;
 - iii) Death or injury to any person

directly or indirectly caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:

- **terrorism**; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **terrorism**.

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

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

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

9. Loss or damage or liability caused by deception other than by any person using deception to gain entry to **your home**.

General Exclusions

10. Damage caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.
11. We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, unless expressly stated in this insurance.
12. Loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
13. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.

Section 1 - Your Buildings

The following cover applies only if **your schedule of insurance** shows that it is included.

What is covered

We will insure **you** for direct physical loss or damage to the **buildings** occurring during the **period of insurance**.

How much we will pay

The full cost of repair, replacement or rebuilding of insured loss or damage up to the **sum insured** shown on **your schedule of insurance** subject to the work being carried out. The basis of settlement is at **our** sole discretion. **We** will not provide any contribution, allowance or consideration for the cost of extending, improving or refurbishing any part of the **buildings**.

The cost of reasonable **rebuilding expenses**:

1. Necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**.
2. The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage.
3. Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred.

We will not pay any costs which **we** have not agreed in writing, any expenses for preparing a claim or an estimate of loss or damage.

The most **we** will pay is the **buildings sum insured** shown on **your schedule of insurance** less the **excess** shown on **your schedule of insurance**.

Special Extensions

We will pay for:

1. Alterations to the **home**
The reasonable cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused directly by a sudden and unforeseen accident during the **period of insurance**.
2. Alternative accommodation
The cost of alternative accommodation substantially the same as **your** existing accommodation, necessarily incurred by **you** and **your** domestic pets if **your home** is made uninhabitable as a direct result of damage insured under this Section.
3. Loss of rent
The loss of rent **you** would have received but are unable to recover as a result of the **home** being made uninhabitable as a direct result of damage insured under this Section.

We will not pay for:

- a) More than £5,000 in any one **period of insurance**.
 - b) Alterations to the **home** following accidents to **domestic employees**.
-
- a) More than 20% of the **sum insured** for **buildings**.
 - b) Any costs recoverable elsewhere.
 - c) Any costs incurred before **we** provided **our** agreement to pay.
-
- a) More than 20% of the **sum insured** for **buildings**.
 - b) Any loss of rent payable after the property is reinstated and ready for habitation.

Section 1 - Your Buildings

We will pay for:

4. Denial of access
The cost of alternative accommodation, substantially the same as **your** existing accommodation if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.
5. Garden, plants & shrubs
Damage to **your** garden caused directly by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage.
6. Trace and access cover
The costs incurred to find the source of escape of:
 - a) Water, oil or gas from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings.
 - b) Water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule of insurance**.
7. Sale of **your home**
The purchaser of **your home** will be entitled to the benefit of this Section for the period from exchange of contracts or if in Scotland from the date **you** accept the offer of purchase until completion of the sale or expiry of the insurance whichever is the sooner.

We will not pay for:

- a) More than £5,000 in any one **period of insurance**.
 - b) Any costs for a period greater than 30 days from the date when access is first denied.
 - c) Any costs recoverable elsewhere.
 - d) Any costs incurred before **we** provided **our** agreement to pay.
-
- a) More than £2,500 any one claim.
 - b) More than £250 for any one plant, tree or shrub.
 - c) Any costs relating to any undamaged part of the garden.
 - d) Any plants grown on a commercial basis.
-
- a) More than £5,000 in any one **period of insurance**.
-
- a) If the **buildings** are more specifically insured by the purchaser
 - b) Any claim under Special Extensions 1 to 6.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1.

Section 1 - Your Buildings - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered:

1. The cost of routine maintenance and decoration.
2. Loss or damage caused by contamination or pollution of any kind.
3. Loss or damage caused by misuse by **you** or any person legally in **your home**, faulty or defective materials and faulty or defective design, manufacture, specification or workmanship.
4. Loss of value following repair, replacement or reinstatement.
5. Loss or damage to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**, by storm, flood, frost, falling trees or weight of snow.
6. Loss or damage caused by demolition, alteration, construction, renovation, repair, restoration, application of heat or any similar process.
7. Loss or damage caused by the process of cleaning, dyeing, repair or renovation or whilst being worked on.
8. Loss or damage caused by general wear and tear, rusting, corrosion, gradual or general deterioration, extremes of temperature or exposure to light or anything that happens gradually.
9. Loss or damage caused by termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or any dryness, dampness or contamination caused by atmospheric or temperature changes.
10. Loss or damage caused by normal settlement and shrinkage of the **buildings**.
11. Loss or damage caused by chewing, scratching, tearing, fouling, vomiting by **your** domestic pets.
12. Loss or damage caused by subsidence, landslip or heave of the site upon which the **buildings** stand:
 - a) caused whilst the **buildings** are undergoing structural repairs, alterations or extensions
 - b) arising from the use of defective materials, faulty workmanship, specification or design
 - c) following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
 - d) to tennis courts, swimming pools, domestic oil or gas tanks, septic tanks, paved terraces, ornamental fountains and ponds, drives, patios, paths, walls, gates and fences unless **your home** is also affected at the same time by the same event
 - e) due to foundations which fail to meet building regulations applicable at the time of construction
 - f) caused by river or coastal erosion
 - g) which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
13. Loss or damage caused by frost damage, frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is constantly heated throughout for the months of October to April.
14. Loss or damage by water suddenly leaking from swimming pools.
15. Loss or damage caused by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**.
16. Loss or damage caused by theft, attempted theft, vandalism, malicious or accidental damage whilst the **home** is **unoccupied**.
17. 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.
18. The **excess** shown in **your schedule of insurance**.

Section 2 - Your Contents including Fine Art, Antiques and Valuables

The following cover applies only if **your schedule of insurance** shows that it is included.

What is covered

We will insure **you** for direct physical loss or damage to **your contents, fine art and antiques**, and **valuables** occurring during the **period of insurance**.

Cover applies while the **contents, fine art and antiques**, and **valuables** are at the address shown in your **schedule of insurance** and while temporarily removed from the address elsewhere in the world.

How much we will pay

The full cost of repair or replacement up to the **sum insured** shown in **your schedule of insurance** or up to any other limit shown below under specific limits and special extensions. The basis of settlement is **our** sole discretion.

To replace any item, pair or set but no more than the current cost as new or the market value at the time of loss for **fine art and antiques**, and **valuables**.

For partial losses, **we** will pay for the cost of restoration or repair but no more than the **sum insured** shown in **your schedule of insurance** or up to any other limit shown below under specific limits and special extensions in all.

Less the **excess** shown on **your schedule of insurance**.

Specific Limits

Fine Art and Antiques

£15,000 for any one item unless a higher amount is shown in **your schedule of insurance**.

Valuables

£5,000 for any one item unless a higher amount is shown in **your schedule of insurance**.

Total Valuables

£5,000 in total unless a higher amount is shown in **your schedule of insurance**.

Contents in outbuildings

including sheds and greenhouses

Up to £5,000 for any one claim

Pedal cycles

Up to £1,000 per pedal cycle for any one claim unless a higher amount is shown in **your schedule of insurance**.

Contents in the open

Up to £2,500 for any one claim

Personal documents, title deeds, and registered bonds

Up to £5,000 for any one claim

Theft from unattended vehicles

Up to £2,500 for any one claim

Saddlery and tack away from **home**

Up to £2,500 for any one claim

Watercraft including their furnishings, equipment and out board motors

Up to £2,500 for any one claim

Mobile telephones and mobile computer equipment

Up to £5,000 for any one claim

Wine collection

Up to £5,000 for any one claim but no more than £500 per bottle

Home Business Contents

Up to £10,000 for any one claim

Section 2 - Your Contents including Fine Art, Antiques and Valuables

Special Extensions

We will pay for:

1. **Alternative accommodation**
The cost of alternative accommodation, substantially the same as **your** existing accommodation, necessarily incurred by **you** and **your** domestic pets if **your home** is made uninhabitable as a direct result of damage insured under this Section.
2. **Loss of rent**
The loss of rent payable by **you** as occupier that **you** are unable to recover as a result of the **home** being made uninhabitable as a direct result of damage insured under this Section.
3. **Denial of access**
The cost of alternative accommodation, substantially the same as **your** existing accommodation if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.
4. **Bank cards**
Loss arising from fraudulent use of **your bank cards**.
5. **Money**
Physical loss of or physical damage to **your money**.
6. **Domestic heating oil**
Accidental loss of domestic heating oil from heating installations, oil tanks or pipes.

We will not pay for:

- a) More than 20% of the **sum insured** for **contents**.
 - b) Any costs recoverable elsewhere.
 - c) Any costs incurred before **we** provided **our** agreement to pay.
- a) More than 20% of the **sum insured** for **contents**.
 - b) Any loss of rent if **we** have already paid a claim under this section for alternative accommodation.
- a) More than £5,000 in any one **period of insurance**
 - b) Any costs for a period greater than 30 days from the date when access is first denied.
 - c) Any costs recoverable elsewhere.
 - d) Any costs incurred before **we** provided **our** agreement to pay.
- a) More than £10,000 in any one **period of insurance**.
 - b) Any loss where **you** are in breach of the terms and conditions of the use of **your bank cards**.
 - c) Fraudulent activity by **you** or any person related to **you**.
 - d) Any loss reimbursed to the card holder.
 - e) Any loss insured elsewhere.
- a) More than £1,000 any one claim.
 - b) **Money** which will be replaced by the issuer.
 - c) **Money** left in an unattended vehicle.
 - d) More than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box.
 - e) Loss of value, confiscation or shortage due to **your** error or omission.
 - f) Any loss not reported to the police (or when outside of the UK to the local police, transit authority, hotel or airport security) within 24 hours of discovery of the loss.
- a) More than £2,500 in any one **period of insurance**.
 - b) Loss or damage while the **home** is **unoccupied**.

Section 2 - Your Contents including Fine Art, Antiques and Valuables

We will pay for:

7. Fatal injury
We will pay a benefit if **you** suffer a physical injury as a direct result of:
 - a) a fire or violence by burglars at **your home**, or
 - b) an assault in the **United Kingdom** that is not connected to any business or occupation (other than **home business**)and **you** die from the injury within 12 months of the incident.
8. Fridge and Freezer contents
Loss or damage to fridge or freezer contents due to a change in temperature caused by:
 - a) the accidental failure of the fridge or freezer, or
 - b) contamination by the escape of refrigerant fumes, or
 - c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.
9. Loss of metered water
The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this **policy**.
10. New acquisitions
Loss or damage to newly acquired items of **contents** and **fine art and antiques**:
 - a) **you** must inform **us** within 60 days of the acquisition, and
 - b) **you** must pay the additional premium, and
 - c) the acquisition(s) must be under **your** direct care, custody and control if in transit.
11. Replacement locks
The cost of replacing locks to external doors, safes and burglar alarms in **your home** following the loss of or theft of **your** keys.
12. Retrieving personal computer data
The cost involved in retrieving **your** personal electronic data from **your** computers as a result of loss or damage covered under this Section.

We will not pay for:

- a) More than £25,000 per person (or £5,000 for anyone under 16 years of age).
 - b) Injury or death of any **domestic employees**.
-
- a) More than £2,500 any one claim.
-
- a) More than £2,500 in any one **period of insurance**.
 - b) Loss or damage while the **home** is **unoccupied**.
-
- a) More than 20% of the **contents** and **fine art and antiques sum insured** any one claim.
 - b) More than £25,000 any one claim.
-
- a) More than £2,500 any one claim.
-
- a) More than £2,500 any one claim.

Section 2 - Your Contents including Fine Art, Antiques and Valuables

We will pay for:

13. Temporary increases to the **sum insured**
Loss or damage to additional **contents** between one month before and one month after:
- a wedding, anniversary and birthday, and/or
 - a religious celebration.
14. **Students and boarders possessions**
Physical loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the **United Kingdom** during the **period of insurance** caused by any of the following perils:
- fire, lightning, explosion, earthquake or smoke
 - storm, flood or weight of snow
 - escape of water from fixed water apparatus pipes or tanks
 - theft or attempted theft
 - impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles and lamp-posts, aerials, satellite dishes, their masts and fittings
 - riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism.
15. Tenants liability
Your legal liability as tenant for damage to the **buildings**.
16. Visitors and non-resident **domestic employees'** personal effects
Loss or damage to visitors and non-resident **domestic employees'** personal effects not insured elsewhere while in the **home**.

We will not pay for:

- More than £2,500 any one claim.
- More than £2,500 (£250 for pedal cycles) any one claim.
- Any single item over £1,000.
- Theft unless accompanied by forcible and violent entry.
- More than 20% of the **contents sum insured**.
- Loss or damage caused by fire, lightning or explosion (other than to landlords fixtures and fittings), or subsidence, heave and landslip.
- Loss or damage caused by the malicious intent of any person.
- Loss or damage while the **buildings** are **unoccupied**.
- Damage to the **buildings** which is excluded under Section I of this insurance (whether in force or not).
- The cost of maintenance and normal redecoration.
- More than £2,500 any one claim.
- Any single item, pair or set over £1,000.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

Section 2 - Your Contents including Fine Art, Antiques and Valuables - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered:

1. The cost of routine maintenance and decoration.
2. Loss or damage caused by contamination or pollution of any kind.
3. Loss or damage caused by misuse by **you** or any person legally in **your home**, faulty or defective materials and faulty or defective design, manufacture, specification or workmanship.
4. Loss or damage to **contents** in the open by storm, flood, frost or weight of snow.
5. Loss or damage caused by demolition, alteration, construction, renovation, repair, restoration, application of heat or similar process.
6. Loss or damage caused by general wear and tear, rusting, corrosion, gradual deterioration, extremes of temperature or exposure to light or any gradually operating cause.
7. Loss or damage caused by chewing, scratching, tearing, fouling, vomiting by **your** domestic pets.
8. Loss or damage caused by frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is constantly heated throughout for the months of October to April.
9. Loss or damage caused by theft, attempted theft, vandalism, malicious damage whilst the **home** is **unoccupied**.
10. Loss or damage caused by theft of any item from an unattended vehicle unless hidden out of sight or in the vehicle's locked glove compartment and violence and force are used to enter the vehicle.
11. Loss or damage to **watercraft** whilst in use and unless kept in a securely locked building when not being used.
12. Loss or damage caused by termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or any dryness, dampness or contamination caused by atmospheric or temperature changes.
13. Loss or damage caused by process of cleaning, dyeing, repair or renovation or whilst being worked on.
14. Loss or damage caused by theft or disappearance of **valuables** from baggage unless such baggage is carried by hand and under **your** personal supervision.
15. Loss or damage caused by **you** not receiving goods or services **you** have paid for through any internet website.
16. Loss or damage caused by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**.
17. Loss or damage to guns caused by rusting or bursting of barrels.
18. Loss or damage of any sports equipment whilst in use.

Section 2 - Your Contents including Fine Art, Antiques and Valuables - Exclusions

19. Loss or damage to **contents** due to subsidence or heave of the site upon which the **buildings** stand or landslip:
 - a) caused whilst the **buildings** are undergoing structural repairs, alterations or extensions
 - b) arising from the use of defective materials, faulty workmanship, specification or design
 - c) following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
 - d) where compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
 - e) due to foundations which fail to meet building regulations applicable at the time of construction to solid floors unless the walls are damaged at the same time
 - f) caused by river or coastal erosion.
20. Loss or damage to pedal cycles tyres, lamps and accessories unless the pedal cycle is stolen or damaged at the same time.
21. Loss or damage to pedal cycles while left unattended while away from the **home** unless locked to an immovable object or kept in a locked building at the time of the theft.
22. Loss of, or damage to, an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported).
23. Loss or damage to wine directly or indirectly caused by or resulting from substitution, mysterious disappearance, ullage, natural loss of contents, cork-fly or dryness, dampness, extremes of temperature or exposure to light.
24. The cost of replacing or repairing any undamaged parts of the **contents** 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.
25. Loss of value following repair, replacement or reinstatement.
26. The **excess** shown in **your schedule of insurance**.

Section 3 - Your Legal Liability to the Public

If Section 1 – **Your Buildings** only are insured, **your** legal liability as owner only but not as occupier is covered in Part A below.

If Section 2 – **Your Contents** only are insured **your** legal liability as occupier only but not as owner is covered under Part A and Part B below.

If Section 1 – **Your Buildings** and Section 2 – **Your Contents** are insured **your** legal liability as owner or occupier is covered under Part A and Part B below.

What is covered

Part A

As owner or occupier for any amounts **you** become legally liable to pay as damages for bodily injury or damage to property caused by an accident happening at the **home** during the **period of insurance**.

Part B

As a private individual for any amounts **you** become legally liable to pay as damages for bodily injury or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

Special Extensions

1. Defective premises

We will indemnify **you** for any amount **you** 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 which has been disposed of by **you** and which prior to such disposal was occupied for private residential purposes by **you**.

2. Unrecovered damages

We will cover **you** for sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made.

This coverage is subject to:

- Part B of this section would have indemnified **you** had the award been made against **you** rather than to **you**, and
- there is no appeal pending, and
- you** agree to allow **us** to enforce any rights which **we** shall become entitled to upon making payment.

We will not pay for:

- Any amount in excess of £1,000,000 in any one **period of insurance**.
- Any legal liability where **you** are entitled to indemnity under any other insurance.
- Any claim for the cost of repairing any fault or alleged fault.

We will not pay for:

- Any amount in excess of £1,000,000 in any one **period of insurance**.

Section 3 - Your Legal Liability to the Public - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered:

1. Any amount more than £5,000,000 for any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.
2. Liability arising from any kind of pollution and/or contamination other than:
 - a) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home** named in **your schedule of insurance**; and
 - b) reported to **us** not later than 30 days from the end of the **period of insurance**; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
3. Any damage to property belonging to **you** in **your** care or in the care, custody or control of any person in **your** service.
4. Any liability which **you** have assumed under a contract.
5. Liability arising out of advice given, services rendered or any activity in respect of any profession, occupation or business.
6. Liability for bodily injury to **you** or to any person who at the time of sustaining such injury is in **your** service.
7. Liability for bodily injury arising directly or indirectly from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
8. Liability arising out of the ownership, occupation, possession or use of land or building not situated within the **home**.
9. Any liability if **you** are entitled to indemnity under any other insurance until such insurance is exhausted.
10. Any liability in Canada or the USA after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
11. Any liability arising out of any criminal or violent act to another person or their property.
12. Liability arising out of the ownership, possession or operation of:
 - a) any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within **your home**, pedestrian controlled domestic gardening machines operated elsewhere and motorised mobility scooters
 - b) any power operated lift (other than domestic stairlifts)
 - c) any aircraft or watercraft other than what **we** have defined as **watercraft**
 - d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs (Amendment) 1997 or any amending legislation.
13. Liability arising out of any goods sold or supplied for any purpose or following any activity by **you** or **your** employees.
14. Costs and expenses incurred by **you** without **our** written consent.

Section 4 - Your Legal Liability to your Domestic Employees

This section only applies if Section 2 is insured.

The General Conditions, General Exclusions and the additional exclusions detailed below all apply to this section.

What is covered

We will cover **you** for any amounts **you** become legally liable to pay as compensation for accidental bodily injury to **your domestic employees** (employed by **you** in connection with the **home** named in the **schedule of insurance**) plus costs and expenses incurred by **you** with **our** written consent for damages in respect of accidental bodily injury occurring during the **period of insurance** anywhere in the world.

The accident must arise from the work **your domestic employees** are employed to carry out for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**.

Section 4 - Your Legal Liability to your Domestic Employees - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered:

1. Any amount more than £10,000,000 for any one accident or series of accidents arising out of any one event.
2. Liability arising from the ownership, operation or possession of any mechanically-propelled vehicle (except domestic gardening equipment).
3. Liability arising from ownership, operation or possession of any aircraft or watercraft other than what **we** have defined as **watercraft**.
4. Any liability from Canada or the USA after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
5. Liability arising from the ownership or possession of any dog designated dangerous under the terms of the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs (Amendment) 1997 or any amending legislation.
6. Costs and expenses incurred by **you** without **our** written consent.

Section 5 - Identity Theft

Your schedule of insurance will show if this Section is operative.

Definitions

Additional definitions applying to this section:

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 adviser nominated by **you**.

Advisers costs

Reasonable legal fees and disbursements incurred by the **adviser** with **our** prior written authority. Legal costs 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.

Excess

The amount that **you** must pay towards the cost of any claim.

Identity fraud

A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insurance providers/underwriter(s)

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

Insured incident

A single act or series of acts against **you** by one person or group of people is considered to be one **identity fraud**.

Limit of indemnity

The maximum payable in respect of an **insured incident**.

Standard advisers' costs

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

Territorial limits

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

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 and been declared to **us** by **your** insurance adviser. Cover also applies to that person's family members normally resident with them. 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.

The Cover

What is covered

The insurance covers **advisers' costs** and other costs and expenses as detailed below, up to the **limit of indemnity** where the **insured incident** takes place in the **period of insurance** and within the **territorial limits**.

How much **we** will pay

Up to the **limit of indemnity** of £25,000.

Panel solicitors

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 adviser's 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 an **adviser** of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

Excess

No **excess** applies.

Section 5 - Identity Theft

In respect of an **insured incident** arising from **identity fraud** you are covered for:-

- A **Advisers' costs** to deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies from **you** as a result of **identity fraud**.
- B **Advisers' costs** in order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of **identity fraud**.
- C **Advisers' costs** to defend **your** legal rights and/or take reasonable steps to remove County Court Judgements against **you** that have been obtained by an organisation that **you** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered into the contract and allege that **you** have been the victim of **identity fraud**.

Section 5 - Identity Theft - Conditions

The following conditions apply in addition to the General Conditions. If **you** fail to comply with any of these conditions this insurance may become invalid:

Claims

- a) **You** must notify claims as soon as reasonably possible and within 45 days of the incident.
We will provide **you** with a claim form which must be returned promptly with all relevant information.
- b) **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 required or a conflict of interest arises, and **you** wish to nominate an **adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **adviser** of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must:-
 - i) Confirm in writing that he will enable **you** to comply with his obligations under this insurance.
 - ii) Agree with **us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **adviser** and this nomination shall be binding.
- c) The **adviser** will:-
 - i) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained.
 - ii) Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii) Keep us regularly 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.
- d) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- e) **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.

Section 5 - Identity Theft - Conditions

Disputes

Any dispute between **you** and **us** shall 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.

Reasonable Prospects

At any time **we**, on behalf of the **insurance providers**, may form the view that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **we** may decline support or any further support. In forming this view **we** may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that **your** interests could be better achieved in another way.

Law Applicable

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will be dealt with in the courts of England.

Language

The language for contractual terms and communication will be English.

Data Protection Act

Any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, claim handling and fraud prevention which may necessitate providing such information to other parties.

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.

Section 5 - Identity Theft - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

There is no cover where

1. The **insured incident** began to start or had started before **you** bought this insurance.
2. **You** should reasonably have realised when buying this insurance that a claim under this insurance might be made.
3. A reasonable estimate of **your advisers' costs** is more than the amount in dispute.
4. **You** fail to give full information to **us** or to the **adviser**.
5. Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the legal action.
6. **Advisers' costs** or any other costs and expenses incurred have not been agreed in advance or are above those for which **we** have given prior written approval.

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

1. A dispute between **you** and someone **you** live with or have lived with.
2. A venture for gain by **you** or **your** business projects.
3. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
4. A dispute between persons insured under this policy.

There is no cover

1. For **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.
2. For the amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice.
3. For damages, interest, fines or costs awarded against **you** in a criminal court.
4. Where **you** have other identity theft insurance cover.
5. For claims over loss or damage where that loss or damage is covered under another insurance policy.
6. For claims made by or against **your** insurance adviser, the **insurance providers**, the **adviser** or **us**.
7. For defending **legal actions** arising from anything **you** did deliberately or recklessly.
8. For appeals without **our** prior written consent.
9. Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **us**. Such agreement is entirely at **our** discretion.
10. For any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence.

Section 6 - Family Legal Costs

Your schedule of insurance will show if this Section is operative.

Definitions

Additional definitions applying to this section:

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 adviser nominated by **you**.

Advisers costs

Reasonable legal or accountancy fees and disbursements incurred by the **adviser** with **our** prior written authority. Legal costs 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.

Computer

Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

Excess

The amount that **you** must pay towards the cost of any claim.

Inland revenue enquiry

An enquiry under Section 9A of the Taxes Management Act 1970 into **your** PAYE income or gains.

Insurance providers/underwriter(s)

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

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.

Legal action(s)

The pursuit or defence of civil legal cases for damages or injunctions, the defence of criminal prosecutions to do with **your** employment and the defence of motor prosecutions.

Limit of indemnity

The maximum payable in respect of an **insured incident**.

Standard advisers' costs

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

Territorial limits

Section 1B European Union. All other Sections, Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.

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 and been declared to **us** by **your** insurance adviser. Cover also applies to that person's family members normally resident with them. 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.

Section 6 - Family Legal Costs

The Cover

What is covered

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

- a) The **insured incident** takes place in the **period of insurance** and within the **territorial limits**, and
- b) The **legal action** takes place in the **territorial limits**.

How much **we** will pay

Up to the **limit of indemnity** of £75,000.

Panel solicitors

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 adviser's 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 an adviser of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

Excess

Section 1D £250, all other sections no **excess** applies.

Section 1

You are covered for **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.
- B Claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.
- C An action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment.
The breach of contract must have occurred at least 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- D Actions 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.
- E Claims 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.

Section 2

You are covered for:-

- A **Advisers' costs** to defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

There is no cover for alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non-prescribed drugs.

Section 6 - Family Legal Costs

- B **Advisers' costs** to defend **legal action** brought against **you** following a breach of a contract **you** have for selling goods 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.
- C Accountancy fees if **you** are subject to an H M Revenue and Customs Personal Full Enquiry into **your** personal Income Tax position. This cover applies only if **you** have:-
1. Maintained proper, complete, truthful and up to date records.
 2. Made all returns at the due time without having to pay any penalty.
 3. Provided all information that the H M Revenue and Customs reasonably requires.

Section 6 - Family Legal Costs - Conditions

The following conditions apply in addition to the General Conditions. If **you** fail to comply with any of these conditions this insurance may become invalid:

Claims

- a) **You** must notify claims as soon as reasonably possible and within 180 days of the Incident. **We** will provide **you** with 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 required or a conflict of interest arises, and **you** wish to nominate an **adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **adviser** of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must:-
- Confirm in writing that he will enable **you** to comply with his obligations under this insurance.
 - Agree with **us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **adviser** and this nomination shall be binding.
- d) The **adviser** will:-
- Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained.
 - Keep **us** fully advised of all developments and provide such information as **we** may require.
 - Keep **us** regularly advised of **advisers' costs** incurred.
 - 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 its absolute discretion to allow the case to proceed.
 - Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - 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) **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 **us** and the **adviser**.
- h) **You** are responsible for any **adviser's costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.

Section 6 - Family Legal Costs - Conditions

Disputes

Any dispute between **you** and **us** shall 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.

Reasonable Prospects

At any time **we**, on behalf of the **insurance providers**, may form the view that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **we** may decline support or any further support. In forming this view we may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that **your** interests could be better achieved in another way.

Law Applicable

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will be dealt with in the courts of England.

Language

The language for contractual terms and communication will be English.

Data Protection Act

Any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, claim handling and fraud prevention which may necessitate providing such information to other parties.

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.

Section 6 - Family Legal Costs - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

There is no cover where

1. The **insured incident** began to start or had started before **you** bought this insurance.
2. **You** should reasonably have realised when buying this insurance that a claim under this insurance might be made.
3. A reasonable estimate of **your advisers' costs** is more than the amount in dispute.
4. **You** fail to give full information to **us** or to the **adviser**.
5. Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**.
6. **Advisers' costs** or any other costs and expenses incurred have not been agreed in advance or are above those for which **we** have given **our** prior written approval.

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

1. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
2. **Computer** software other than proprietary packaged software that has not been tailored to **your** requirements.
3. Works undertaken or to be undertaken by or under the order of any government or public or local authority.
4. Planning law.
5. Constructing buildings or altering their structure.
6. Libel, Slander or verbal injury.
7. Dispute between **you** and someone **you** live with or have lived with.
8. The Equal Pay Act 1970 and amending legislation.
9. A lease or licence to use property or land.
10. A venture for gain by **you** or **your** business projects.
11. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
12. A dispute between persons insured under this policy.
13. Medical or clinical treatment, advice, assistance or care.
14. Stress, psychological or emotional injury.
15. Illness, personal injury or death which is caused gradually or is not caused by a specific event.
16. A dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
17. An application for a judicial review.
18. A novel point of law.
19. An allegation of miss-selling or mismanagement of financial services or products.

Section 6 - Family Legal Costs - Exclusions

There is no cover

1. For **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.
2. For the amount of **advisers' costs** in excess of **our standard adviser's costs** where **you** have decided to use an **adviser** of **your** own choice.
3. For damages, interest, fines or costs awarded against **you** in a criminal court.
4. Where **you** have other legal costs insurance cover.
5. For claims over loss or damage where that loss or damage is covered under another insurance policy.
6. For claims made by or against **your** insurance adviser, the **insurance providers**, the **adviser** or **us**.
7. For defending **legal actions** arising from anything **you** did deliberately or recklessly.
8. For any contract dispute under Section 1A or 2B where the amount is less than £250 plus VAT.
9. For claims under Section 2C where:-
 - Deliberate misstatements have been made to the authorities
 - The Special Compliance Officer is investigating **your** affairs
 - Accountancy fees relate to **your** business trade or profession
 - Income or gains have been under-declared because of false representations or statements by **you**.
10. For appeals without **our** prior written consent.
11. For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment.
12. Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **us**. Such agreement is entirely at **our** discretion.
13. For any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence.

Telephone legal advice line 0870 350 1730

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

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement.

Section 7 - Home Emergency

Your schedule of insurance will show if this Section is operative

Definitions

Additional definitions applying to this section:

Approved contractor

A tradesperson authorised in advance on **our** behalf by Homeserve Claims Management Ltd to carry out repairs.

Emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

1. Exposes the **insured** or a third party to a risk to their health or
2. Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or
3. Renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the **essential services** to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

Emergency repair

Work undertaken by an authorised contractor to resolve the **emergency** by completing a **temporary repair**.

Essential services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Insured/you/your

The policyholder and/or any member of the policyholder's family normally living at the **property**.

IPA/we/us/our/underwriter(s)

Inter Partner Assistance SA, who are a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Insurance Group. Claims are managed by Homeserve Claims Management Limited.

Permanent repair

Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

Property

Your principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the **United Kingdom**.

Temporary repair

The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

Vermin

Brown or black rats, house or field mice, wasps and hornets nests.

The Cover

How much **we** will pay

1. If **you** suffer an **emergency** at **your property** you should tell **us** on the emergency telephone number shown on **your schedule of insurance**. **We** will then:
 - (a) advise **you** how to protect yourself and the **property** immediately;
 - (b) organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will, subject to prior agreement with ourselves, pay up to £100 including VAT in total for:
 - (a) **your** overnight accommodation and/or
 - (b) transport to such accommodation.

Section 7 - Home Emergency

What is covered

Emergency incidents that will be covered by this policy are:

1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
2. Blockages in toilet waste pipes.
3. Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.
4. Broken or damaged windows and doors presenting a security risk to the **property**.
5. Gas or electricity failure within the **property**.
6. Central heating or boiler failure.
7. Hot water failure.
8. **Vermin** inside the **property**.

What is not covered

1. Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary ware.
2. Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
3. External water supply pipes.
4. Failure of the boiler or the heating occurring in the months May to August inclusive.
5. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months.
6. Boilers over 15 years old.
7. Replacement of light bulbs and fuses in plugs.
8. Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
9. Loss of keys for outbuildings, garages and sheds.
10. **Vermin** outside the main dwelling e.g. in garages and other outbuildings.
11. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
12. Damage to boundary walls, hedges, fences or gates.
13. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr.
14. Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
15. Septic tanks.
16. Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.
17. The cost of replacement parts due to natural wear and tear or any loss or damage arising therefrom.
18. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
19. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company.

Section 7 - Home Emergency

What is not covered

20. Any cost relating to the attempted repair by **you** or **your** own contractor.
21. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
22. Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
23. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
24. Any loss or damage arising as a consequence of:
 - War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - Ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
25. Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

Section 7 - Home Emergency - Conditions

The following conditions apply in addition to the General Conditions. If **you** fail to comply with any of the conditions this insurance may become invalid:

Costs

No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance.

Proof of insurance

You must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **our** other nominated agent.

Other insurance

If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.

Maintenance

This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.

Third Parties

You must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

Law Applicable

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will be dealt with in the courts of England.

Data Protection Act

Any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, claim handling and fraud prevention which may necessitate providing such information to other parties.

Availability of Parts

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.



©2011 Plum Underwriting Ltd, all rights reserved.
Plum Underwriting Ltd is authorised and regulated by the Financial Services Authority No 309166

ELT/0111/PW



www.plum-underwriting.com