



# **Home Insurance Plus**

Policy Wording

## Important Information

This policy booklet, **your schedule** and any **endorsements** together contain **your** full policy terms and conditions. It is a legal document that **you** must read to ensure that **you** understand what **your** cover includes and what it does not include.

This insurance is a contract of indemnity between **you** and Royal and Sun Alliance Insurance plc, and is based on the information and statements that **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**. **You** must ensure that all statements in the proposal form, declaration or any other form are accurate and that **you** have not withheld any material facts, otherwise this insurance may be avoided.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, up to the **sums insured**, against any **loss** or **damage you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**. The insurance relates **ONLY** to those sections of the Certificate that are shown in the **schedule** as being included.

Sections 1 to 5 of this policy are underwritten by Royal and Sun Alliance Insurance plc (No. 93792) under the contract number shown in the **schedule**. Sections 6 and 7 of this policy are underwritten 100% by Brit Syndicates 2987 at Lloyd's under the contract number shown in the Schedule. ARAG Plc is authorised by Brit Syndicates 2987 at Lloyd's to manage and administer all claims under Sections 5 and 6.

Royal and Sun Alliance Insurance plc and ARAG Plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The written authority (as per the contract number shown in the **Schedule**) allows Hendersons to sign and issue this Certificate on behalf of the Royal and Sun Alliance Insurance plc.

### Several Liability Notice

The subscribing insurers' obligations under 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.

## Contents

	<b>Page</b>
Introduction	6
Complaints Procedure	6-9
Claims Conditions & how to make a claim (sections 1-5)	10-13
Definitions	14-17
General Conditions	18-19
General Exclusions	20-23
Section One – Buildings	24-26
Section Two – Household Contents	27-35
Section Three - Employees Liability for Domestic Staff	36
Section Four –Liability to Others	37-38
Section Five – Valuables	39-40
Section Six – Family Legal Solutions	42-50
Section 7 – Home Emergency Assistance	51-56
Data Protection Act	57

## Introduction

This certificate of insurance, **schedule** and any **endorsements** applying to this certificate form **your** Henderson Home Insurance Plus document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **You** are clear which sections **you** have requested and want to be included;
- **You** understand what each section covers and does not cover; and
- **You** understand **your** own duties under the Claims Conditions and other information **we** need to know about under the insurance as a whole.

Please contact **your broker** if this document is not correct, or if **you** would like to ask any questions.

### Complaints Procedure – in respect of Sections 1 to 5

**We** are dedicated to providing **you** with a high quality service and **we** want to ensure that **we** maintain this at all times. If **you** feel that **we** have not offered a first class service please tell **us** and **we** will do our best to resolve the problem

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact **your broker**.

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Customer Relations Team  
RSA  
P O Box 2075  
Livingston  
EH54 0EP  
Tel: 0800 107 6161  
Fax: 01422 325227  
Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

If **you** remain dissatisfied, **you** may refer the matter at any time to:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

In all communications the policy/certificate number appearing in the schedule should be quoted.

**Your** right to take legal action against **us** is not affected by referral to either the Customer Relations Office or the Financial Ombudsman Service.

### **Complaints Procedure – in respect of Section 6 (Family Legal Solutions)**

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North,  
The Waterfront,  
Brierley Hill,  
West Midlands.  
DY5 1XF.

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.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 Authority Trading Standards Service or Citizens Advice Bureau.

### **Complaints Procedure – in respect of Section 7 (Home Emergency Assistance)**

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division  
Financial Ombudsman Service South Quay Plaza  
183 Marsh Wall London  
E14 9SR  
Tel: 0845 080 1800 [www.financial-ombudsman.org.uk](http://www.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 Authority Trading Standards Service or Citizens Advice Bureau.

### Financial Services Compensation Scheme

Insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their 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 the contract.

Further information about the Scheme is available from:

Financial Services Compensation Scheme  
10thFloor, Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU  
Tel: 0800 678 110 or 0207 741 4100  
Web: [www.fscs.org.uk](http://www.fscs.org.uk)

### Cancellation of this Insurance

a. **You** have the right to cancel this insurance back to the date of inception without giving any reason, providing **your** instruction to cancel is submitted to **your broker** within 14 days of either:

- receiving the policy documentation, or
- the start of this insurance

whichever is the latter.

In this event please return documents to **your broker**, and **we** will refund **your** premium in full. The refund is subject to no incidents having occurred which give rise to a claim.

b. Once the 14 day cooling off period has expired, **you** may cancel this insurance at any time by contacting **your broker**. On policies where the annual premium has been paid in full (providing no incidents have occurred which give rise to a claim) a refund of premium will be calculated from receipt of this notice on a pro-rata basis. Where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

c. Where **we** or **our** authorised agents have identified serious grounds, **we** or **our** authorised agents will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 30 days' notice in writing.

By serious grounds **we** mean the use or threat of violence or aggressive behaviour against **our** staff, contractors or property.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**.

**We** also reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked loan agreement, by giving **you** 14 days' notice at **your** last known address.

### Payments

- a. Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.
- b. Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

### The Law Applicable to this Insurance

Under the Laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

## Claims Conditions

### Applicable to sections 1-5 of this insurance

Should you need to make a claim, to make the most of your insurance cover you will need to ensure that you comply with the following conditions.

Failure to adhere to these conditions may result in **us** cancelling the policy or refusing to deal with **your** claim.

### Your Duties

In the event of a claim or possible claim under this insurance:

- **You** must notify **us** as soon as reasonably possible, giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage and provide any other information **we** may reasonably require.
- **You** must provide **us** with, at **your** own expense, evidence of value, ownership and age for all items involved in the claim.
- **You** must immediately forward to **us**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, civil commotion, theft, attempted theft or lost property.
- **You** must inform the Police immediately following riots.
- **You** must take all care to limit any loss, damage or liability.
- **You** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by **us** to dispose of them.
- **You** must not abandon any property to **us** without **our** written permission.

### How we deal with your claim

#### 1. Defense of claims

**We** may:

- Take full responsibility for conducting, defending or settling any claim in **your** name,
- Take any action **we** consider to enforce **your** rights or **our** rights under this insurance.

#### 2. Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability; **we** will only pay **our** share of the claim.

#### 3. Fraudulent Claims

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

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect, or
- Make a statement in support of a claim knowing the statement to be false in any respect, or
- Submit a document in support of a claim knowing the document to be forged or false in any respect, or
- Make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance,

Then:

- **We** shall not pay the claim,



- **We** shall not pay any other claim which has been or will be made under the policy,
- **We** may, at **our** option, declare the policy void,
- **We** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date,
- **We** shall not make any return premiums,
- **We** may inform the Police of the circumstances.

## How to Make a Claim (Sections 1 to 5)

Although we hope that you will never need to make a claim on your insurance policy, we have made everything as simple and straightforward as possible should you ever need to use our claims service.

If you need to make a claim under Sections 1 to 6 of your policy, please contact us straight away by calling the claims helpline on 0845 0000 825.

When you call the claims helpline we will need some information from you:

- We will ask you for your policy/certificate number.
- We will take the details of the claim over the phone so that in the majority of cases there will be no need for you to complete a claim form.

In the majority of cases, we will be able to tell you whether you are covered and will tell you what you need to do next.

### Building(s) Claims

For building(s) claims, we have a network of authorised repairers ready to put things right. If we appoint an authorised repairer:

- They will make your home safe for you.
- If further work is required, they will arrange a convenient time to complete the work.
- You will not need to obtain estimates.
- You can be assured of the standard of the work.

### Household Contents, Fine Art and Antique Furniture and Valuables Claims

For household contents, fine

art and antique furniture and valuables claims, if an authorised repairer or supplier is used:

- We will arrange for someone to repair or replace the damaged items.
- You can be assured of the standard of the work.

For some claims, we may ask a loss adjuster to visit you. It is their role to help you make the claim easier and explain how the process works.

Please remember to quote your policy/certificate number and claims reference number at all times.

## Claims Conditions

Applicable to Section Six – Family Legal Solutions only

### Claims Procedure

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your prospects of success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If We consider it is unlikely a reasonable settlement will be obtained or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

## Claims Conditions

Applicable to Section Seven – Home Emergency Assistance only

### Claims Procedure

1. Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
2. To ensure an accurate record Your telephone conversation may be tape recorded.
3. All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise the Work will not be covered.
4. The Claims Helpline Service will obtain a suitable Contractor provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.
5. The Claims Helpline Service and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
6. You must ensure that whilst the Contractor is at the property an appropriate person to authorise any work is also present.

7. **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**
8. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
9. You will be asked to pay the cost of:-
  - a) call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
  - b) all charges in excess of the Claim Limits.
  - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
10. There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond Our control. In the event of this occurring We will ensure that Your Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.
11. Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

## Definitions

### Applicable to all Sections

Wherever the following words or phrases appear in this insurance they will have the meanings shown below. Sections 6 and 7 of this insurance also have their own Specific Definitions.

<b>Bodily Injury:</b>	<b>Bodily Injury</b> includes death or disease.
<b>Buildings:</b>	The private dwelling(s) including interior decorations, fixtures and fittings, outbuildings, garages, domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, hot tubs, solar panels, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates, hedges, fences, radio and television aerials, satellite dishes, their fittings and masts for which <b>you</b> are legally liable for.
<b>Credit Cards:</b>	Credit, charge, cheque, bankers' or cash dispensing cards.
<b>Damage:</b>	Physical damage or destruction.
<b>Domestic employee(s):</b>	Any person employed by <b>you</b> under a contract of service which is solely for private domestic duties. <b>Domestic employee(s)</b> does not include any employee involved in demolition, alterations, extensions or renovations to any part of the <b>insured premises</b> .
<b>Endorsement:</b>	A written variation to the terms and/or conditions of this insurance.
<b>Excess:</b>	The amount shown in the <b>schedule</b> or <b>endorsement you</b> have to bear in respect of certain claims covered by this insurance.
<b>Fine Art and Antiques:</b>	All items of an antique nature or of artistic merit, including but not limited to furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, guns, statuary, stamps, coins and medals, all forming part of a collection. <b>Fine art and Antiques</b> does not include <b>Valuables</b> .
<b>Home</b>	The private dwelling at the address shown on <b>Your Schedule</b> and its outbuildings all used for domestic purposes only.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by swelling of the ground.

## Definitions

Applicable to all Sections (continued)

<b>Household Contents:</b>	<p>Clothing and all household goods (including food and drink) and other personal property, including audio and visual equipment, pedal cycles, tenants fixtures, fittings and interior decorations, gardening machinery, tools and implements, <b>Fine Art and Antiques, Valuables, Office Equipment, Outdoor Items</b>, sports equipment, saddlery and tack, but excluding:</p> <ul style="list-style-type: none"> <li>a) motor vehicles and trailers (other than those used for domestic care of gardens, horses and pets within the boundaries of the <b>Insured Premises</b>, motorised sit-in toys/miniature vehicles, motorised wheelchairs and mobility scooters), caravans, watercraft (other than those defined as <b>Watercraft</b>), aircraft, and any parts or accessories thereof;</li> <li>b) any part of the <b>Buildings</b>;</li> <li>c) any living creature; and</li> <li>d) any items held or used in connection with any business, other than as defined under <b>Office Equipment</b>.</li> </ul>
<b>Insured Premises</b>	<p>The private dwelling(s) at the address(es) stated in the <b>Schedule</b> and the land within the boundaries belonging to it/them.</p>
<b>Landslip</b>	<p>Downward movement of sloping ground.</p>
<b>Loss</b>	<p>Physical loss.</p>
<b>Money</b>	<ul style="list-style-type: none"> <li>a) Current legal tender, cheques, postal and money orders;</li> <li>b) Postage stamps not forming part of a stamp collection;</li> <li>c) Savings stamps, savings certificates and travellers' cheques;</li> <li>d) Premium bonds and gift tokens</li> </ul> <p>All held for private or domestic purposes.</p>

## Definitions

Applicable to all Sections (continued)

<b>Office Equipment</b>	<p>Computers and <b>home office equipment</b> used in conjunction with <b>your</b> business at the <b>home</b>.</p> <p><b>Office equipment</b> includes:</p> <ul style="list-style-type: none"> <li>• Furniture,</li> <li>• Computers (including keyboards and monitors),</li> <li>• Printers,</li> <li>• Fax machines and modems,</li> <li>• Photocopiers and typewriters,</li> <li>• Phone equipment,</li> </ul> <p>in the <b>home</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>Office equipment</b> does not include:</p> <ul style="list-style-type: none"> <li>• Property more specifically insured by any other insurance,</li> <li>• Compensation for <b>you</b> not being able to use the computer or any equipment following <b>loss</b> or <b>damage</b>,</li> <li>• Loss of magnetism or corruption of data,</li> <li>• The equipment being confiscated or repossessed ,</li> <li>• The cost of reconstituting any lost or damaged data,</li> <li>• <b>Loss</b> or <b>damage</b> to computer software, software tapes / discs / CD Roms and any data stored,</li> <li>• Any <b>money</b> held for business purposes,</li> <li>• Any amount over £1,000 in respect of stock.</li> </ul>
<b>Outdoor Items</b>	<p><b>Household Contents</b> outside of the <b>buildings</b> but within the boundaries of the property including garden furniture, ornaments, urns and other similar items to be used and left outside.</p>
<b>Period of Insurance</b>	<p>The period shown in the <b>schedule</b> and any further period for which <b>you</b> have paid or agreed to pay and <b>we</b> have accepted or have agreed to accept the premium.</p>
<b>Schedule</b>	<p>The <b>schedule</b> forms part of this insurance and shows details of the <b>insured</b>, the <b>insured premises</b>, the <b>period of insurance</b>, the Sections of this insurance that apply and the <b>sums insured</b> or <b>limits of liability</b>. This <b>schedule</b> may be amended by <b>endorsement</b> during the <b>period of insurance</b>.</p>
<b>Settlement</b>	<p>Downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> within ten years of construction.</p>
<b>Subsidence</b>	<p>Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.</p>

## Definitions

Applicable to all Sections (continued)

<b>Sums Insured / Limits of Liability:</b>	The maximum amounts <b>we</b> will pay as shown in the <b>schedule</b> . Unless otherwise stated, the amounts apply to each incidence of <b>loss</b> and will be available again in full to meet further <b>loss</b> or <b>damage</b> .
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	If at the time of <b>loss</b> or <b>damage</b> the <b>insured premises</b> have not been lived in overnight for more than 30 consecutive days or are not sufficiently furnished for normal living purposes.
<b>Valuables</b>	Jewellery, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, watches and furs.
<b>Watercraft</b>	Sailboards, surfboards, dinghies, hand-propelled boats of less than 16 feet or 4.8 metres in length. Motorised <b>watercraft</b> with an engine of 25 horsepower or less.

# General Conditions

Applicable to all Sections

Each **home** included under this insurance is considered to be covered as if separately insured.

## 1. Your Duties

**You** must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell **your broker** within 14 days of **you** becoming aware of any changes to the information **you** provided when applying for this insurance. Please contact **your broker** if **you** require a copy of **your** application form / Statement of Facts or **your schedule**.

**You** must tell **your broker** within 14 days of **you** becoming aware of any of the following changes;

- **You** are going to move home permanently;
- Someone other than **your** family is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday home;
- **Your home** is going to be **unoccupied**
- Work is to be done on **your home** which is not routine repair, maintenance or decoration for example, any structural alteration or extension to **your home**;
- **You** or any member of **your** family has received a conviction for any offence except for driving;
- Any part of **your home** is going to be used for any trade, professional or business purposes;
  - There is no need to tell **us** about trade, professional or business use if:
    - The trade, professional or business use is only clerical; and
    - **You** do not have staff employed to work from **your home**; and
    - **You** do not have any visitors in **your home** in connection with **your** trade, profession or business; and
    - **You** do not keep any business money or stock in **your home**
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**.

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and **we** cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

If **you** are in any doubt, please contact **your broker**.

### Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.



## General Conditions

Applicable to Sections 1 to 5 only

The following conditions apply solely in respect of Sections 1 to 4 of this insurance. Each Section of this insurance also has its own Specific Conditions.

1. Sums Insured: **You** must maintain the **Sums Insured** at full value.
  - a) For **Fine Art and Antiques** the full value is the current market value.
  - b) For buildings the full cost of rebuilding the **buildings** in their present form
  - c) For **Household Contents** the full value is the current cost as new other than pedal cycles where it must be the cost of replacement with an item of comparable age, model and specification
  - d) For **Valuables** the full value is the current replacement value.
  
2. Safeguarding your property: **You** must maintain the insured property in good condition and state of repair. **You** must also take steps to protect it and to prevent **loss, damage, accident or injury**.
  
3. Security: **You** must ensure that:
  - a) All door and window locks are kept in good working order throughout the **period of insurance**;
  - b) The intruder alarm, if fitted, is kept in good working order throughout the **period of insurance** under a maintenance contract with the installing company; and
  - c) When the **home** is left without an authorised occupant, **you** will take steps to ensure that all door and window locks and any intruder alarm have been put into full and effective operation.
  
4. Automatic Reinstatement of Sums Insured: In the event of a claim under this insurance, the **sums insured** shall not be reduced by the amount of any payment made, provided replacement or reinstatement is made and **You** agree to carry out any requirements put forward by **us** to prevent further **loss or damage**.

## General Exclusions

Applicable to Sections 1-5 Only

### 1) Radioactive Contamination and Nuclear Assemblies Exclusion

**We will not pay for:**

- a. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b. Any legal liability of whatsoever nature,

Directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2) War Exclusion

**We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority**

### 3) Existing and Deliberate Damage

**We will not pay for loss or damage:**

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

### 4) Pollution or Contamination Exclusion

**We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:**

- When caused by oil or water escaping from a fixed oil or fixed water installation, or,
- When 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**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

### 5) Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

#### 6) Electronic Data Exclusion

**We** will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

Directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

#### 7) Terrorism

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

#### 8) Confiscation

**We** will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

#### 9) Loss of Value

**We** will not pay for any reduction in market value of any property following its repair or reinstatement.

#### 10) Indirect Loss or Damage

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

#### 11) Wear and Tear

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

#### 12) Government Financial Sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

**13) Defective Design or Construction**

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

**14) Rot**

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance

## General Exclusions

Applicable to Sections 1 and 2 only

The following exclusions apply solely in respect of Sections 1 and 2 of this insurance – **Buildings, Household Contents**, including **Fine Art and antiques, and Valuables**. Each Section of this insurance also has its own Specific Exclusions.

**We** will not pay for:

- 1) Any **loss** or **damage** caused by or resulting from:
  - a) Wear and tear, gradual deterioration, inherent defect, rust, oxidation, moth, vermin, normal **Settlement**, warping, shrinkage, rot, fungus, mould or infestation;
  - b) Dryness or humidity, or humidity, being exposed to light or extreme temperatures, unless the **loss** or **damage** is caused by storm, frost or fire;
  - c) Cleaning or dyeing,
  - d) Chewing, scratching, denting, vomiting or fouling by pets;
  - e) Anything which happens gradually, including smoke, rising damp and rising water table;
  - f) Demolition, structural alteration, construction, renovation, structural repair, restoration, application of heat or any similar process;
  - g) Misuse, faulty workmanship or design, or the use of faulty materials;
  - h) Mechanical, or electrical faults or breakdown;
  - i) Deliberate acts by **you** or any of **your** employees; or
  - j) Any **loss** or **damage** occurring before cover starts or arising from an event before cover starts
- 2) Sports equipment while being used, except guns and saddlery
- 3) The cost of general maintenance and decoration.
- 4) Theft or attempted theft while the **home** is loaned or let to anyone other than **your** relatives (where this has been agreed by **us** and shown in the **schedule**) unless such **loss** or **damage** is consequent upon violent and/or forcible entry to or exit from the **home**.
- 5) The following while the **home** is **unoccupied**:
  - a) Escape of water from or frost damage to fixed water tanks, apparatus or pipes, throughout the months of October to April, unless the water supply has been switched off at the point of supply to the **home** and the entire water and central heating systems have been drained of all water, or
  - b) Theft or attempted theft, vandalism or malicious damage;
  - c) Accidental breakage, spillage, staining, scratching or denting;
  - d) Escape of oil from any fixed heating installation or any domestic appliance;
  - e) Loss of metered water.

## Section One – Buildings

This section covers the **Buildings** belonging to **you** or for which **you** are legally liable, situated at the **insured premises**, against **loss** or **damage**, other than as excluded under either this Section or the General Exclusions.

### Specific Conditions:

#### 1. Basis of Valuation / Settlement of loss and/or damage

In the event of **loss** or **damage** covered by this insurance, **we** will pay the cost of rebuilding or repairing the damaged **buildings** subject to the work being carried out.

If **you** have an up-to-date survey of the **buildings**, **we** will also pay for the following expenses incurred with **our** prior written consent:

- a) Fees to architects, surveyors and consulting engineers;
- b) The cost of clearing the site and making the **buildings** safe; and
- c) The cost of doing anything required by any Government or Local Authority, unless **you** received a notice before the **loss** or **damage** happened, and provided that the **buildings** were originally built according to any Government and Local Authority regulations in force at that time.

As long as:

- The **buildings** were in a good state of repair immediately prior to the loss or damage; and
- The sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form; and
- **We** will deduct an amount from **your** claim if immediately before the loss or damage the **buildings** were not in good repair

**We** will not pay more than £2500 in any one **period of insurance** for 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.

### Underinsurance:

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

#### 2. Index-Linking

The **sum insured** for **buildings** will be indexed each month in accordance with the movement in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

For **your** protection, should the index fall below zero, **we** will not reduce the **sum insured**.

**Specific Extensions:**

This section also covers:

1. Rent  
Rent which **you** are unable to recover as landlord of the **insured premises** while the **home** cannot be lived in due to **loss** or **damage** caused by a valid **loss** under this Section, or while the Local Authority denies access to it, but not for a period of more than 12 months.
2. Alternative Accommodation  
The costs of alternative accommodation incurred by **you** while the **home** cannot be lived in due to **loss** or **damage** caused by a valid **loss** under this Section, or while the Local Authority denies access to it, but not for a period of more than 12 months.
3. Damage to Underground Pipes  
Accidental damage to underground domestic fuel oil pipes, drain inspection covers, underground service pipes, cables, sewers and drains that **you** are legally liable for **caused by external and visible means from a single identifiable event** . However, **we** will not pay the cost of clearing blocked sewer pipes, drains, pipes or underground tanks

4. Damage occurring during the sale of the insured premises  
**Loss or damage** covered by this insurance for the purchaser of the **Insured Premises**, from the time of the exchange of contracts, or if in Scotland from the date **You** accept the offer of purchase, until the sale is completed or the **Period of Insurance** ends, whichever is sooner.
5. Removing tree(s) from vehicular access  
 The costs of removing tree(s) that have fallen across the main vehicular access to the **insured premises**. **We** will only pay up to £2,500 for any one claim.
6. Locating the source of a leak  
 The costs of locating the source of a leak from fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors and ceilings, up to £10,000 in total during the **period of insurance**.
7. Garden cover  
 The costs of restoring **Your** garden following **Loss or Damage** to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism or malicious acts, up to £5,000 for any one claim. **We** will only pay up to £1,000 for replacing any one tree, shrub or plant.
8. Replacement locks  
 The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following **loss** of or theft of **your** keys. The **excess** for this specific extension is £100.

**Specific Exclusions:**

**We** will not pay for:

1. **Loss or damage** caused by storm, flood, frost, falling trees or weight of snow to. gates, fences, pergolas, gazebos, arbours and hedges
2. **Loss or damage** caused by storm, flood, escape of water from or frost damage to domestic fixed fuel tanks.
3. **Loss or damage** caused by water leaking from swimming pools or related pumping equipment.
4. Loss of value following repair, replacement or reinstatement.
5. **Loss or damage** caused by **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**:
  - a. To domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;
  - b. To solid floors unless the walls of the private dwelling are damaged at the same time by the same event;
  - c. Arising from faulty design, specification, workmanship or materials;
  - d. 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;
  - e. Caused by river or coastal erosion; or
  - f. Whilst the **buildings** are undergoing any structural repairs, alterations or extensions
6. The first £1,000 of every claim for **loss or damage** caused by **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip** or the **excess** stated in the **schedule**, whichever is the higher.



## Section Two – Contents

This section covers all the **Household Contents, Fine Art and Antiques and Valuables** belonging to **you** or for which **you** are legally liable against **loss** or **damage**, other than as excluded under either this section or the General Exclusions. These items are insured whilst at the **insured premises**, or temporarily anywhere in the world.

### Specific Conditions:

#### i. Basis of Valuation / Settlement of loss and/or damage

##### In respect of **Household Contents**

In the event of **loss** or **damage** covered by this insurance, **we** will, at **our** option, repair, replace or pay on the basis of current cost as new other than pedal cycles where we will pay the cost of replacement with an item of similar age, model and specification

##### In respect of **Fine Art and Antiques and Valuables**

In the event of **loss** or **damage** covered by this insurance, we will pay the market value of any item, pair or set of items at the time of **loss** or **damage**.

For partial losses **we** will pay for the cost of restoration or repair but no more than the **sums insured** shown in the **schedule** or the specific Limits shown below.

#### ii. Index – Linking

The **sum insured** for **Household Contents** will be indexed each month in accordance with the movement in the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

For **your** protection, should the index fall below zero, **we** will not reduce the **sum insured**.

### UNDERINSURANCE

If **you** are under insured, which means the cost of replacing or repairing the **household contents** at the time of the loss or damage is more than **your** sum insured for the **household contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **household contents**, **we** will only pay one half of the cost of repair or replacement

**We** will not pay more than £2500 in any one **period of insurance** for replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part

### Specific Limits

Unless otherwise shown in the **schedule**, or more specifically covered or excluded elsewhere in this insurance, **we** will not pay more than the following amounts:

#### 1. Outdoor Items

Up to £5,000 for any one claim.

2. **Household Contents** in outbuildings, including sheds and greenhouses  
Up to £10,000 for any one claim,
3. **Fine Art and Antiques**  
£15,000 any one period of insurance and £10,000 any one item unless a higher amount is shown in **your schedule**.
4. **Valuables**  
Up to £5,000 for any one item, pair or set unless a higher amount is shown in **your schedule**.  
£5,000 in total unless a higher amount is shown in **your schedule**.
5. **Personal Documents**  
For title deeds and other personal documents up to £5,000 for any one claim.
6. **Theft from unattended vehicles**  
Up to £2,500 for any one claim.

7. Saddlery and tack away from the **insured premises**  
Up to £2,500 for any one claim.
8. **Office Equipment**  
Up to £10,000 for any one claim.
9. **Watercraft** including their furnishings, equipment and outboard motors  
Up to £5,000 for any one claim.
10. Wine  
Up to £10,000 for any one **period of insurance**.

## 11 Freezer contents Up to £1000 any one **period of insurance**

### Specific Exclusions:

This section also covers:

1. Your legal liability as a tenant – **Accidental Damage**  
Accidental breakage of mirrors, glass tops and fixed glass in furniture, and of fixed glass, double glazing, sanitary fixtures and ceramic hobs forming part of the **Buildings** at the **Insured Premises** for which **you** are legally responsible as a tenant and are not otherwise insured.
2. Your legal liability as a tenant – **Damage to the Buildings**  
**Your** legal responsibility as a tenant, for **loss or damage** to the **buildings** at the **Insured Premises** caused by a valid **loss** under this section. This extension excludes any liability:
  - a) For **loss or damage** caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings;
  - b) For **loss or damage** arising from **subsidence, heave or landslip**;
  - c) For **loss or damage** caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or
  - d) While the **home** is **unoccupied**.
3. Loss of rent payable  
Rent which **you** have to pay as a lessee or tenant of the **Insured Premises** while the **home** cannot be lived in due to **damage** caused by a valid **loss** under this section, or while the Local Authority denies access to it, but not for a period of more than 24 months. **We** will not pay for any loss of rent if **we** have already paid a claim under this section for alternative accommodation.
4. Alternative Accommodation  
The costs of alternative accommodation incurred by **you** while the **home** cannot be lived in due to **damage** caused by a valid **loss** under this Section or while the Local Authority denies access to it, but not for a period of more than 24 months.
5. Freezer Contents  
Freezer contents against **loss or damage**, including **damage** caused by a rise or fall in temperature, whilst at the **home**. **We** will not pay for **damage** due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.
6. Replacement Locks  
The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following **loss** of the keys to such locks or alarms by **you**.
7. Visitors and Domestic Employees Personal Effects

Personal possessions belonging to **your** visitors or **Domestic Employees**, up to £1,000 for any one item, pair or set and £5,000 per person for any one claim against **loss** or **damage** whilst at the **home**. **We** will not pay for **Money**, **Credit Cards** and **Valuables** belonging to **your** visitors or **Domestic Employees** or items covered under another insurance policy. .

**8. Gifts and Presents**

Wedding, birthday, anniversary and religious festival gifts purchased by **you** but not yet given to third parties, and similar items purchased for **you** and kept in the **home**. This extension only applies to **loss** or **damage** occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival. We will pay up to £1,000 for any single item and £10,000 for any one claim.

**9. Moving Home**

**Loss** or **damage** to your **Household Contents** during removal, transit and storage to **your** new permanent residence within the **United Kingdom** by professional removal contractors. **We** will not pay for **loss** or **damage** whilst in storage for more than 15 days.

**10. Fatal Injury or acquired disability**

Fatal injury to **you**, happening at the **Insured Premises**, caused by outward and visible violence by burglars or by fire, provided that death ensues within 12 months of such injury, for the following amounts:

- a) £10,000 for each insured person over 16 years of age; and
- b) £2,500 for each insured person less than 16 years of age.
- c) Up to £15,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable your continued occupation.

**We** will not pay for injury or death of any **domestic employee**.

**11. Additions and Substitutions**

This Section also automatically extends to include any additions or substitutions to the **Household Contents, Fine Art and Antiques** insured herein during the **Period of Insurance** subject to **our** liability not exceeding an additional 20% of the **sum insured** stated in the **schedule** for this section, solely as a result of these additions or substitutions. This extension shall only apply when **you** declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by **us** is paid.

**12. Computer Software**

The cost involved in retrieving **your** personal electronic data as a result of loss or damage covered under this Section up to £1,000 any one claim.

**13. Students and Boarders Possessions**

For students and boarders possessions against **loss** or **damage** whilst away from the **Insured Premises** **we** will not pay:

- for loss or damage to pedal cycles
- more than £1,000 for any other single item
- more than £2,500 for any one claim
- for theft from unattended vehicles

**We** will not pay for theft or attempted theft of students possessions away from the **Insured Premises** unless entry to or exit from the property or room is by forcible and violent means.

**14. Money**

For **money** up to £2,500 for any one claim **we** will not pay for:

- loss of value, confiscation or shortage due to **your** error or omission;
- more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box;
- **money** left in an unattended vehicle; or
- losses not reported to the police within 24 hours of discovery.

- 15. Credit Cards**  
For **loss** for which **you** are responsible, up to £5,000 for any one claim, as a result of misuse by any unauthorised person(s) following **loss** or theft of any **Credit Card**, together with all costs and expenses incurred with **our** prior written consent arising before the **Credit Card** organisation received notification of the **loss**, provided that **you** comply with all the terms and conditions under which the **Credit Card** was issued. **We** will not pay for losses not reported to the police and issuer of the **Credit Card** within 24 hours of discovery.
- 16. Heating Oil**  
For **loss** of heating oil up to £2,500 during the **period of insurance**.
- 17. Metered Water**  
For **loss** of metered water caused by an admitted **Loss** under this Section, up to £2,500 during the **Period of Insurance**.
- 18. Pedal Cycles**  
**We** will not pay for theft of pedal cycles with an individual value in excess of £1000 unless:
- Whilst at the premises the cycles are within the main premises or an alarmed garage/shed or outbuilding and are securely chained to the building structure whilst in the garage/shed or outbuilding;
  - Whilst away from the premises the cycles are kept in a locked garage or private dwelling constructed of brick, stone, slate or tile
- 19. Stamp, Coin and Medal Collections**  
For stamps, coins and medals forming part of a collection, up to the amount of £2,500 for any one claim.
- 20. Contents elsewhere**  
**Loss** or **damage** to **Household Contents** kept in other homes, places of work, Caravans or beach huts. **We** will not pay:-
- For theft unless accompanied by forcible and violent entry;
  - More than £5,000 for any one claim, or
  - More than £5,000 for any single item.
- 21. Marquees**  
For **loss** or **damage** to marquees that **you** have hired for 7 days or less **we** will not pay more than £20,000 for any one claim.
- 22. Death of Artist**  
**We** will pay for the increased value to any one piece of art that is individually listed under **Fine Art and Antiques** where such increase is due to the death of the artist. **We** will not pay for:
- More than 200% of any one piece of art subject to a maximum of £20,000 in total;
  - Any claim where the artist's death occurs more than 6 months after the date of **loss** or **damage**;
  - any claim where **You** cannot provide an independent professional valuation which is not more than 3 years old at the time of the **Loss** or **Damage**; or
  - where **you** cannot prove the increased value of any piece of art.
- 23. Defective Title**  
**We** will pay **you** the purchase price of an item individually listed in **your Schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required to return it to its rightful owner.  
**We** will not pay for:
- More than 110% of the total sum insured for **Fine Art and Antiques** or £20,000, whichever is the less;
  - If **you** do not notify **us** within the **period of insurance**; or
  - If the item was inherited or given to **you** as a gift.

#### 24. Storage

**Loss or damage to Household Contents** in a commercial storage facility 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 accompanied by forcible and violent entry;
- impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings;
- riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism

**We will not pay for:**

- more than 20% of **your Household Contents** sum insured;
- any single item over £1,000

#### 25. Reward

**We** will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance. **We** will not pay any reward where **you** or the Police would benefit from such payment.

#### 26. Quad Bikes, go-carts and off road motorcycles

For motorcycles under 51cc, go-carts and quad bikes:

- Not registers for the road; and
- Used within the **insured premises** only.

**We will not pay:**

- More than £1,000 any one claim;
- Theft or attempted theft if left unattended unless from a locked building and the quad bike, go-cart or off road motorcycle has been disabled with a ground anchor.

#### 27. Alternative Electricity Generating Supply Cover

**We** will provide cover following loss or damage caused by fire, lightning, falling aircraft, flood or impact to permanently fitted and professionally installed and commissioned solar panels and wind turbines fitted at the **premises** for:

- i. The amount of revenue which is lost that **you** would have received from selling back surplus electricity, under contract, to a recognised electricity distributor;
- ii. The additional cost of purchasing electricity from an electricity generating company sourced via the national grid which would otherwise have been reasonably provided by the solar panels or wind turbines fitted at the premises. **You** will have to demonstrate the amount of electricity historically produced by generating equipment installed at the premises.

The maximum amount payable in respect of any one incident and in any one period of insurance is £2,500 for a period of up to twelve months after the event that caused the loss, but only in respect of the period to repair or replace the solar panels or wind turbines.

**We will not pay for any loss or damage:-**

- i. That we specifically exclude elsewhere in this policy;
- ii. While the **premises** are being altered, repaired or extended;
- iii. While the solar panels or wind turbines are being installed, moved or serviced;
- iv. Caused from wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration;
- v. Arising from faulty design, specification, workmanship or materials;
- vi. Caused by mechanical or electrical faults or breakdown;
- vii. While the **premises** are lent, let or sublet;

**28. Memorial Stones**

Subject to the memorial stone being:

- i. In a good state of repair prior to the loss or damage;
- ii. The loss or damage being reported to the police within 24 hours of discovery and you having obtained a crime reference number;
- iii. Within 30 miles of the **premises**;
- iv. No more than 30 days have elapsed between your last visit to the memorial stone and the discovery of the loss or damage.

We will pay up to £500 in any one **period of insurance** in respect of malicious damage or theft of the memorial stone commemorating your parents or grandparents.

**Specific Exclusions:**

**We will not pay for:**

**1. Motor Vehicles**

- a) Motor vehicles, other than:
  - i. Golf buggies or vehicles for use by a disabled person that do not require registration for the road;
  - ii. Gardening machinery and implements; or
  - iii. Quad bikes, go-carts and off-road motorcycles, as described in **26** above
- b) Caravans;
- c) Trailers (other than those used for horses and pets within the boundaries of the **Insured Premises**);
- d) Watercraft (other than those described as **watercraft**)
- e) aircraft

or any parts of accessories thereof.

**2. Watercraft**

**Loss or damage to Watercraft** whilst in use and unless kept in a securely locked building when not being used.

**3. Golf Buggies**

- While they are being ridden or driven; or
- Away from the **insured premises**.

**4. Items in Transit**

**Loss or damage** to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.

**5. Guns**

**Loss, damage** or liability caused by or resulting from:

- Guns not kept in a locked gun cabinet or safe when not in use; or
- Willful or malicious use of a gun regardless of intention to cause harm.

**6. Loss or damage to Household contents** caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**:

**7. Unattended Vehicles**

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.

**8. Valuables in baggage**

**Loss or damage** caused by theft or disappearance of **Valuables** from baggage unless such baggage is carried by hand by **you** and under **your** personal supervision.

**9. Property in the open**



**Loss or damage to Household contents** in the open caused by storm, flood, frost or weight of snow.

10. Internet purchases  
**Loss or damage** caused by you not receiving goods or services you have paid for through any internet website.
11. Loss of value  
Loss of value following repair, replacement or reinstatement.

## Section Three – Employees Liability for Domestic Staff

This section indemnifies **you** against any amounts that **you** become legally liable to pay as compensation, including costs and expenses with **our** prior written consent, for **Bodily Injury** by accident happening to **your Domestic Employees**, occurring anywhere in the world during the **Period of Insurance**, other than as excluded under either this Section or the General Exclusions.

### Limit of Liability:

**Our** liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £5,000,000 including all costs and expenses incurred with **our** prior written consent.

### Specific Exclusions

**We** will not indemnify **you** for:

1. **Bodily Injury** arising directly or indirectly out of any work **Domestic Employees** do for **you**, other than domestic or gardening duties.
2. Anyonewho is a resident of the United States of America or Canada.
3. **Bodily Injury** arising directly or indirectly in the United States of America and/or Canada after the total period of stay in either or both of these countries has exceeded 60 days in the **Period of Insurance**.
4. Liability arising from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment).
5. Liability arising from the ownership, operation or possession of any aircraft or watercraft other than what **we** have defined as **Watercraft**.
6. **Bodily Injury** arising directly or indirectly from any communicable disease or condition.
7. For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.

## Section Four – Liability to Others

This section indemnifies **you** as:

- a) Owner or occupier for any amounts **you** become legally liable to pay as damages in respect of:
  - i. **Bodily Injury** to any person; or
  - ii. **Loss or Damage** to property
 Caused by an accident happening at the **Insured Premises** during the **period of insurance**, other than as excluded under Specific Exclusions;

Or:

- b) A private individual for any amounts **you** become legally liable to pay as damages in respect of:
  - i. **Bodily Injury** to any person; or
  - ii. **Loss or damage** to property
 Caused by an accident happening anywhere in the world during the **period of insurance**, other than as excluded under this Section or the General Exclusions.

If only Section One – **Buildings** are insured, **your** legal liability as owner only but not as occupier is covered under part a) above.

If only Section Two – **Household Contents** are insured, **your** legal liability as occupier only but not as owner is covered under parts a) and b) above.

If both Section One – **Buildings** and Section Two – **Household Contents** are insured, **your** legal liability as owner or occupier is covered under parts a) and b) above.

### Limit of Liability

**Our** liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £2,000,000 plus all costs and expenses incurred with **our** prior written consent.

### Specific Conditions

1. All claims arising out of one incident shall be treated as one claim.
2. In the event of **your** death, **we** will treat **your** legal personal representatives as the **insured** in respect of liability incurred by **you**.

### Specific Extensions

1. Unrecovered Court Awards  
**We** will pay for amounts **you** have been awarded by a court in the **United Kingdom** for **Bodily Injury** or **Damage** to property and which still remain outstanding 3 months after the award has been made, provided that:
  - a. Part b) above of this insurance would have indemnified **you** had the award been made against **you** rather than to **you**;
  - b. There is no appeal pending; and
  - c. **You** agree to allow **us** to enforce any right that **we** shall become entitled to upon making payment.**Our** liability for all damages payable under this extension shall not exceed £100,000 in any one **period of insurance**.

2. Defective Premises Act  
**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 previously owned and occupied by **you**.  
 This extension will not indemnify **you** for:
  - a. Any liability if **you** are entitled to indemnity under any other insurance; or
  - b. The cost of repairing any fault or alleged fault.

### Specific Exclusions

**We** will not indemnify **you** for any liability:

1. For **Bodily Injury to you**, any person permanently residing with **you** in the **Home** or any person who, at the time of sustaining such injury, is engaged in **your service**.
2. For **Damage** to property owned by or in the charge or control of **you**, any person permanently residing with **you** in the **Home** or any person engaged in **your service**. This exclusion does not apply in respect of **Damage** to the **Buildings** for which **you**, as tenant, are legally liable to the owner.
3. In the United States of America and/or Canada after the total period of stay in either or both of these countries has exceeded 60 days in the **Period of Insurance**.
4. Arising out of **your** ownership, possession or use of:
  - a) Any motorized or horse-drawn vehicle other than:
    - i. Golf buggies and vehicles for use by a disabled person that do not require registration for the road;
    - ii. Domestic gardening equipment; and
    - iii. Pedestrian controlled gardening equipment  
Unless being used for racing or time trials;
  - b) Any aircraft or watercraft, other than what **we** have defined as **Watercraft**;
  - c) Any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs Scotland) Act 2010 or any amending legislation; or
  - d) Any power-operated lift (other than domestic stair lifts).
5. For **Bodily Injury** arising directly or indirectly from any communicable disease or condition.
6. For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
7. Arising out of any criminal or violent act to another person or their property.
8. Arising directly or indirectly out of any business, profession, occupation or employment (other than the use of the **Home** as an office for non-manual work in connection with **your Home Business**).
9. Which **you** have assumed under contract and which would not otherwise have attached.
10. Arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **Insured Premises**.
11. If **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

## Section Five – Valuables

This section covers **Valuable** belonging to **you** or for which **you** are legally liable, against **loss** or **damage**, other than as excluded under either this Section or the General Exclusions. These items are insured whilst at the **insured premises**, or temporarily anywhere in the world.

### Specific Conditions

- a) Either
- i. Current Replacement Value Basis  
In the event of **loss** or **damage** covered by this insurance. **We** will pay the replacement value of any item, pair or set of items at the time of any **loss** or **damage**.
- or
- ii. Agreed Value Basis  
In the event of **loss** or **damage** covered by this insurance. **We** will pay the value agreed by **us** and as stated in the **schedule** for each item, pair or set of items individually listed in the valuation or private inventory.
- As stated in the schedule.
- b) The total amount payable in respect of any number of claims arising out of one occurrence will not exceed the **Sum Insured** stated in the **schedule** for this Section.
- c) In the event of partial **Loss** or **Damage** to any item, pair or set of items insured, the amount of **Loss** will be the cost and expense of restoration plus any resulting depreciation in value.
- d) In the event of payment of the full **sum insured** or value for any jewellery item, pair or set of items. **We** reserve the right to take possession of any such item, pair or set of items and become the owners of such property.
- e) If any insured item which is part of a pair or set and has an insured value of £2,000 or over:

\* we will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.

\* we will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

### Specific Extension

#### Additions and Substitutions

This Section also automatically extends to include any additions or substitutions to the **Valuables** insured herein during the **period of insurance** subject to **our** liability not exceeding an additional 20% of the **sum insured** stated in the **schedule** for this Section, solely as a result of these additions or substitutions. This extension shall only apply when **you** declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by **us** is paid.

#### Limits

Unless otherwise shown in the **schedule**, or more specifically covered or excluded elsewhere in this insurance, **we** will not pay more than the following amounts:

1. Unattended Vehicles

For **loss** or **damage** caused by or resulting from:

- a) Theft of any unattended vehicle; or
- b) Theft from any unattended vehicle

Up to the amount of £5,000 for any one claim, provided that:

- i. All openings are securely closed;
- ii. Any protective devices fitted to the vehicle are in operation;
- iii. The items are out of sight in the vehicles locked glove compartment or locked boot; and
- iv. Such **loss** or **damage** is consequent upon violent and/or forcible entry to or exit from the vehicle.

## 2. Unspecified Items

For any item, pair or set of items not listed in a professional valuation or private inventory held by **you**, the maximum amount **we** will pay is £5,000.

### Specific Exclusion

Items in Transit

**We** will not pay for **loss** or **damage** to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.

## Section Six – Family Legal Protection

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

*All potential claims must initially be reported to Our appropriate Claims Helpline and Notification Services detailed below:-*

**Legal Claims Notification & Advice Helpline Service – 0844 800 0128**

Operates 24 hours a day, 365 days a year.

This Helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

**Tax Advice Helpline Service – 01455 852034**

**Tax Claims Notification Helpline Service – 01384 377000**

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of Tax issues and cannot assist with any other insurance matter.

- This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.

- If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will:-

- take over the claim on Your behalf
- appoint a specialist of Our choice to act on Your behalf.

- We may limit the Professional Fees that We pay under the policy where:-

1. We consider it is unlikely a reasonable settlement of Your claim will be obtained; or
2. there is insufficient prospects of obtaining recovery of any sums claimed; or
3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).

- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any Professional Fees incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

**Please note that if You engage the services of anyone prior to making contact with the Claims Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.**

<b>The Legal Claims Notification &amp; Advice Helpline Service</b> telephone number is 0844 800 0128.	<b>Operates 24 hours a day 365 days a year.</b>
<b>The Tax Helpline Service</b> telephone number is 01455 852034.  <b>The Tax Claims Notification Service</b> Telephone number is 01384 377000.	<b>Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.</b>
<b>If You wish to make a claim or You have a query relating to policy cover You should contact:</b>	<b>Claims Department Legal Insurance Management Ltd 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands. DY5 1XF.</b>
<b>Please note that the Claims Notification &amp; Legal Helpline service is not empowered to give advice on the admissibility of any claim under this policy.</b>	

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

#### **Important Policy Information**

All potential claims must initially be reported to the Claims Helpline Service.

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

#### **Policy Definitions**

The words or expressions detailed below have the following meaning wherever they appear in this policy.

#### **Agent**

The Agent appointed by the Coverholder to transact this insurance with You.

#### **Aspect Enquiry**

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

#### **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

#### **Court**

A Court, tribunal or other competent authority.

#### **Event**

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for indemnity against Us.

#### **Excess**

The first amount of each and every claim as detailed on the Schedule or Insured Event.

#### **Home**

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

#### **Insured Person**

A) The Policyholder named in the Schedule.

B) The husband or wife of the Policyholder or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities.

This does not include any business partners or associates.

C) The Policyholder's children and parents, normally resident in the Home.

#### **Insurers**

UK General Insurance Limited on behalf of the Ageas Insurance Limited.



UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register) or by contacting them on 0845 606 1234. UK General Insurance Limited registration number is 310101.

#### **Legal Proceedings**

When formal Legal Proceedings are issued against an opponent in a Court of Law.

#### **Limit of Indemnity**

The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

#### **Period of Insurance**

The Period of Insurance shown in the Schedule.

#### **Policyholder, You, Your**

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

#### **Professional Fees**

Legal and accountancy fees and costs including disbursements reasonably and properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Professional Fees shall not include any shortfall in costs between those allowable by the Courts or stipulated by legislation and those incurred by the Authorised Professional or any legal fees, costs, disbursements, or expenses which only become payable as a consequence of You entering into a Damages Based or Conditional Fee Agreement.

#### **Schedule**

The document which shows details of You and this insurance and is attached to and forms part of this policy.

#### **Standard Professional Fees**

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

#### **Territorial Limits**

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

#### **Time of Occurrence**

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

#### **We, Us, Our**

Ageas Insurance Limited and/or Legal Insurance Management, the Coverholder or the Authorised Professional.

Legal Insurance Management is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register) or by contacting them on 0845 606 1234.

#### **Cover**

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

#### **Section 1 - Personal Injury**

##### **What is Covered?**

Pursuing a civil claim for damages in respect of death of or bodily injury to an Insured Person caused by negligence in the course of Your employment

### What is Excluded?

Excluding:-

1. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
2. any claim arising from a stress or psychological related condition.
3. any claim relating to the extended use of artificial tanning equipment.

### Section 2 - Consumer Disputes

#### What is Covered?

Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:-

1. Obtaining services
2. The purchase, hire, hire–purchase or sale of any personal goods

Where the amount in dispute exceeds £100.

#### What is Excluded?

Excluding: -

1. any contract entered into by an Insured Person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy.
2. any contract where the dispute arises within the first 90 days of the first Period of Insurance.
3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported.
4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home.
5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract.
6. any incidents which occur as a result of defective products, goods or services.
7. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.
8. any dispute with local or government authorities.

### Section 3 - Home Rights

#### What is Covered?

The pursuit of civil claims: -

1. Loss or damage to:-
  - a) goods in the Home owned by or for which an Insured Person is responsible; or
  - b) the Home.
2. An alleged infringement of rights appertaining to the Home.

#### What is Excluded?

Excluding: -

1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.
2. disputes with local or government authorities.
3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement.
4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.
5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works.
6. a dispute arising within the first 90 days of the first Period of Insurance.
7. claims relating to material damage covered by another relevant insurance policy.
8. mining subsidence.
9. Boundary disputes.
10. The first £250 of any claim for nuisance or trespass.

### Section 4 - Taxation

#### What is Covered?

Professional Fees arising from or relating to an Aspect Enquiry or an in-depth HM Revenue & Customs investigation of an Insured Person's personal tax affairs.

#### What is Excluded?

Excluding Professional Fees arising:-

1. Aspect Enquiries less than £100.
2. where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur.
3. from investigation or enquiry by or transfer to the Special Compliance Office.
4. as a result of a false or misleading statement or representation to the HM Revenue & Customs.

5. from deficiencies in books, records, accounts or returns including the costs of repairing a return.
6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.

### **Section 5 - Employment**

#### **What is Covered?**

A dispute with an Insured Person's employer for:-

1. compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.
2. the unlawful discrimination falling within the jurisdiction of an Employment Tribunal between the date of the act complained of, up to and until but not including the issue of the ET1 (Employment Tribunal Claim Form).

#### **What is Excluded?**

Excluding:-

1. situations where the dispute arises within the first 90 days of the first Period of Insurance.
2. The first £250 of professional fees incurred in employment disputes.
3. The issue of an ET1 (Employment Tribunal Claim Form) and any advice, costs or representation following the issue of an ET1.

### **Section 6 - Jury Service Expenses**

#### **What is Covered?**

The actual loss of the salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant Court.

#### **What is Excluded?**

Excluding:- the first 5 days of such service.

### **General Policy Exclusions**

This insurance does not cover:

1. Professional Fees incurred:-
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.
  - b) where the Insured Person should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - c) before Our written acceptance of a claim.
  - d) before Our approval or beyond those for which We have given Our approval.
  - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional.
  - f) where You are responsible for anything which in Our reasonable opinion prejudices Your case.
  - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You.
  - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your Responsibility.
  - i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.
2. The pursuit continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional.
4. Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable chance of success.
5. Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator.
7. Claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
8. Claims arising from:-
  - a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) Any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
  - c) War, terrorism or any like or any associated risk.
  - d) Seepage, pollution or contamination of any kind.
  - e) Pressure waves caused by aircraft or other aerial devices.

9. Any dispute relating to written or verbal remarks which damage Your reputation.
10. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
11. Legal Proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
12. A dispute which relates to any compensation or amount payable under a contract of insurance.
13. A dispute with Us not dealt with under the Arbitration Condition.
14. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
15. An application for judicial review.
16. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
17. Any claim directly or indirectly arising from an allegation of miss-selling or mismanagement of financial services or products.
18. Any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies.
19. Any Professional Fees relating to Your alleged dishonesty, criminal act or violent behaviour other than as insured under Insured Event – Criminal Prosecution Defence.
20. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
21. Any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
22. Any claim arising from a stress or psychological related condition.
23. Disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisor.
24. A claim falling within the Small Claims Track limits.
25. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.
26. Legal Proceedings between an Insured Person and a central or local government authority:-
  - a) Unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
  - b) Concerning the imposition of statutory charges.

#### **Policy Conditions**

##### **Alteration of Risk**

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

##### **Observance**

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

##### **Claims**

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your prospects of success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or

defence of any claim:-

1. If We consider it is unlikely a reasonable settlement will be obtained or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

### **Representation**

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions. Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

### **Conduct of Claim**

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

### **Recovery of Costs**

You should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by installments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

### **Fraud**

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

### **Data Protection Act 1998**

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands. DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

### **Reasonable Care**

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

### **Cancellation**

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided you have not submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to the Policyholder at their last known address. Provided the premium has been paid in full the Policyholder shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

### **Acts of Parliament**

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

### **Arbitration**

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

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

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### **Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### **Helpline Service**

The Legal Helpline Service provides advice on any legal problem affecting the Policyholder. All potential claims must be reported initially to the Claims Helpline for advice and support or via the website.

**Legal Claims Notification & Advice Helpline Number: 0844 800 0128.**

**Tax Helpline Service: - 01455 852034**

**Tax Claims Notification Service: - 01384 377000**

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

### **Complaints Procedure**

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North,  
The Waterfront,  
Brierley Hill,  
West Midlands.  
DY5 1XF.

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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

€2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.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 Authority Trading Standards Service or Citizens Advice Bureau.

**Compensation Scheme**

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

## Section Seven – Home Emergency Solutions

### IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

All potential claims must be reported to Our Claims Helpline Service:

**Claims Helpline Service – 01384 884040**

**This Claims Helpline Service is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. It does not take the place of Your Material Damage Insurance. If the situation is not an Emergency likely to cause insecurity, unreasonable discomfort, risk or difficulties, You should telephone Your Buildings insurer direct for claims assistance and advice.**

### HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

- Before requesting assistance and making a claim check that the circumstances are covered by this insurance.
- Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
- To ensure an accurate record Your telephone conversation may be recorded.
- All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise any Emergency Work will not be covered.
- The Claims Helpline Service will obtain a suitable Contractor provided that there are no circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible such as adverse weather conditions, industrial disputes, failure of the public transport system.
- The Claims Helpline Service and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
- **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**
- The Contractor will charge the cost of all work covered by the insurance directly to the Insurer, but You will be asked to pay the cost of:-
  - a) call-out charges if there is not a responsible person at the Property when the Contractor arrives;
  - b) any work not covered by or excluded by this insurance;
  - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

**Please note that if You should engage the services of a contractor prior to making contact with the Claims Helpline Service any costs that You incur are not covered by this insurance.**

**Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.**

If within 14 days of receipt of this policy You are unhappy with any of the requirements as stated above, please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium less any costs incurred.

### Important Policy Information

All potential claims must initially be reported to Our Claims Helpline Service, which operates 24 hours a day, 365 days a year.

**The Emergency Claims Helpline Service telephone number is 01384 884040.**

Our address for correspondence is:

LIM emergency  
1 Hagley Court North The Waterfront Brierley Hill  
West Midlands DY5 1XF

We will pay Your claim up to the Claim Limits subject to the terms, conditions and exclusions of this policy against an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance.

### Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.



**Agent**

The Agent appointed by the Coverholder to transact this insurance with You.

**Claim Limit(s)**

The amount We will pay in respect of any one claim and during any one Period of Insurance.

For Emergency Work the cost shall be limited (inclusive of VAT) to:

- i) The Contractors call-out charge
- ii) The Contractors labour up to a maximum of 1 hour
- iii) Parts and materials up to £500
- iv) Contribution to alternative heating purchased or hired by the Insured Person up to £50
- v) Alternative Accommodation up to £250

Subject to a maximum Claim Limit of £500 for each claim related by time or original cause.

**Contractor**

A qualified person approved and instructed by the Claims Helpline Service to undertake Emergency Work. (This may include a Local Authority in the case of Pest Infestation)

**Emergency**

A sudden and unforeseen situation which if not dealt with quickly would result in damage that would otherwise be unstoppable and:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause unreasonable discomfort, risk or difficulties for or to You.

**Emergency Work**

Efforts made by the Contractor to resolve an Emergency by completing a Temporary Repair (or a Permanent Repair where this can be done at a similar cost) in respect of the occurrences covered by this insurance subject to the policy Claim Limits. In relation to Pests, this shall mean the removal or control thereof.

**Helpline**

The Claims Helpline Service is operated by LIMemergency.

**Insured Person, You, Your**

The person or company who has paid the premium and is named in the Schedule as the Insured Person.

**Insurers**

UK General Insurance Limited on behalf of the Ageas Insurance Limited.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register) or by contacting them on 0845 606 1234. UK General Insurance Limited registration number is 310101.

**Period of Insurance**

The Period of Insurance shown in the Schedule.

**Permanent Repair**

Repairs or work required to permanently resolve the reason for the Emergency occurring.

**Primary Heating System**

The principal central heating and hot water systems excluding any form of solar heating system and non-domestic central heating boiler or source.

**Property**

Your principal private dwelling residence owned by You.

**Schedule**

The document which shows details of You and this insurance and is attached to and forms part of this policy.

**Service**

All attempts made by Us and the Contractor to rectify, repair, limit or prevent damage in respect of the items covered by this policy following an Emergency.

**Temporary Repair**

A repair which will resolve an Emergency but will need to be replaced by a Permanent Repair.

### **Territorial Limits**

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

### **We, Us, Our**

Ageas Insurance Limited and/or Legal Insurance Management, the Coverholder or the Authorised Professional.

Legal Insurance Management is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register) or by contacting them on 0845 606 1234.

### **Insured Events**

Emergency Work where one or more of the following has occurred in the Property:-

#### **Section 1 - Plumbing and Drainage**

##### **What is Covered?**

- 1) Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence.
- 2) Blocked toilet.
- 3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting.

##### **What is Excluded?**

- 1) The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage.
- 2) Blocked toilets where this has been caused as a consequence of wilful misuse.
- 3) All public sewers, drains and pipe work which are maintained by local utilities or service undertakings.
- 4) Descaling and any work arising from hard water scale deposits.
- 5) Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.
- 6) External overflows unless internal damage is a likely consequence or the leakage of water from swimming pool or hot tubs.
- 7) The repair of domestic appliances that are leaking water, other than from external fixed pipe work.

#### **Section 2 - Internal Electricity, Gas and Water Supplies**

##### **What is Covered?**

- 1) Electricity failure of at least one complete circuit.
- 2) Gas leak.
- 3) Water supply system failure.

##### **What is Excluded?**

- 1) Repair work to or the cost of replacing lead pipework.
- 2) The interruption or disconnection of public services to the Property however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system.
- 3) External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.
- 4) Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools.
- 5) Descaling and any work arising from hard water scale deposits.
- 6) Photovoltaic systems

#### **Section 3 - Security**

##### **What is Covered?**

- 1) External lock failure or damage.
- 2) External door failure or damage.
- 3) External window failure or damage.

##### **What is Excluded?**

- 1) Internal locks, doors, glass, external garages or outbuildings.
- 2) Any damage caused by the Contractor in gaining access to the Property.
- 3) Window locks.
- 4) Doors subject to swelling.

#### **Section 4 - Lost Key What is Covered?**

Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.

**What is Excluded?**

- 1) The loss of keys to internal doors, garages and outbuildings.
- 2) Any damage caused by the Contractor in gaining access to the Property.

**Section 5 - Primary Heating System**

**What is Covered?**

- 1) The Primary Heating System has failed or broken down completely.
- 2) A contribution towards the cost of purchase or hire by the Insured Person (upon production of an original receipt for payment) of alternative heating sources where these are deemed necessary given the temperatures in the event that the Primary Heating system has failed completely and it is not possible to reinstate the heating within a 6 hour period.

**What is Excluded?**

- 1) Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt)
- 2) Lighting of boilers or the correct operation or routine adjustment of time or temperature controls.
- 3) Any form of solar heating systems.
- 4) Power flushing or descaling.
- 5) The replacement of water tanks, cylinders, and central heating radiators.

**Section 6 - Pest Infestation**

**What is Covered?**

- 1) Wasp nests.
- 2) Hornet nests.
- 3) House mice.
- 4) Field mice.
- 5) Rats.
- 6) Cockroaches.

**What is Excluded?**

Where the infestation is not directly affecting the living areas of the Property.

**Section 7 – Toilet System**

**What is Covered?**

Loss of use as a result of mechanical failure or damage to the toilet bowl or cistern providing there is no other toilet within the Property.

**Section 8 - Overnight Accommodation What is Covered?**

Overnight accommodation up to a maximum of £250.00 including VAT shown within the Schedule (upon production of an official invoice) where it has not been possible to resolve the Emergency following Emergency Work carried out by the Contractor and the Property is rendered uninhabitable.

**Exclusions**

We shall not be liable for costs arising from or in connection with:-

1. circumstances known to You prior to the commencement date of this insurance;
2. any system, equipment including boilers or facility which has not been properly installed in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
3. replacement or adjustment to any decorative or cosmetic part of any equipment;
4. garages, out-buildings, cesspits, septic tanks or fuel tanks;
5. wilful act or omission or lack of maintenance or neglect by You;
6. claims relating to Properties left unoccupied for 30 consecutive days or more;
7. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;
8. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy;
9. claims arising within the 48 hours from the date of commencement of this insurance unless You held equivalent insurance immediately prior to the commencement of this policy;
10. any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
11. (a) loss or damage to any Property, or any resulting loss or expense;  
(b) any claims directly or indirectly caused by, or contributed to, by, or arising from:-
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;

- iii) pollution or contamination of any kind whatsoever;
- 12. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Repair.

**Conditions**

**Alteration of Risk**

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

**Observance**

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

**Recovery of Costs**

We may take proceedings at Our own expense in Your name to recover any sums paid under this insurance.

**Fraud**

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

**Data Protection Act 1998**

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

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

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

**Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

**Reasonable Care**

You must take reasonable care and maintain the Property and its equipment in good order and take all reasonable precautions to prevent loss or damage.

Where a Temporary Repair has been carried out, the onus will be upon You to carry out repairs or work to permanently resolve the reason for the Emergency occurring. Should You fail to carry out the Permanent Repair a Contractor will not be appointed to undertake any further Emergency Work.

**Cancellation**

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Policyholder at their last known address. In such circumstances, We will return the unexpired portion of the premium for the period of cover. You may cancel the cover at any time but will not be entitled to the return of any of the premium other than within the first 14 days following issue of the policy. We reserve the right to cancel Your policy based on evidence of Service abuse.

**Claims Helpline Service**

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

**Emergency Claims Helpline Number: 01384 884040.**

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

**Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured Person's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

### Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director  
 Legal Insurance Management Ltd  
 1 Hagley Court North  
 The Waterfront  
 Brierley Hill  
 West Midlands  
 DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division  
 Financial Ombudsman Service South Quay Plaza  
 183 Marsh Wall London  
 E14 9SR  
 Tel: 0845 080 1800 [www.financial-ombudsman.org.uk](http://www.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 Authority Trading Standards Service or Citizens Advice Bureau.

### Compensation Scheme

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

### How To Arrange Assistance And Make A Claim

12. Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
13. To ensure an accurate record Your telephone conversation may be tape recorded.
14. All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise the Work will not be covered.
15. The Claims Helpline Service will obtain a suitable Contractor provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.
16. The Claims Helpline Service and the Contractor will have reasonable discretion as to when and how the Emergency Work is undertaken.
17. You must ensure that whilst the Contractor is at the property an appropriate person to authorise any work is also present.
18. **Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.**
19. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
20. You will be asked to pay the cost of:-
  - a) call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
  - b) all charges in excess of the Claim Limits.
  - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
21. There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond Our control. In the event of this occurring We will ensure that Your Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.
22. Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

## Data Protection Act 1998

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

### How your information will be used and who we share it with

**Your** information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address

or telephone number supplied by **your** service provider.

**We** may use and share **your** information with other members of the Group to help **us** and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop **our** services, systems and relationships with **you**;
- Understand **our** customers' requirements;
- Develop and test products and services

**We** do not disclose **your** information to anyone outside the Group except:

- Where **we** have **your** permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to **us**, **our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement

**We** may transfer **your** information to other countries on the basis that anyone **we** pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect

such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

**We** will not keep **your** information for longer than is required.

### Sensitive Information

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

### Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **your** policy, **you** must tell **us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers

### How to contact us

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write the address shown in **your** Schedule.