



Ark Insurance Group
Home Owners Insurance
Policy Document

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Home Owners Insurance Policy

Introduction

This policy wording is evidence of a legally binding contract of insurance between **You** and **Us**. **We** rely upon:

- The information **You** provided or which has been provided on **Your** behalf when **You** took out insurance with **Us**;
- Any other information given by **You** or on **Your** behalf in the formation and throughout the duration of the contract;
- This policy wording, the **Schedule**, any endorsements applying to the cover;
- Any changes to **Your** home insurance policy contained in notices issued by **Us** at renewal.

You must read this policy wording and **Schedule** together. The **Schedule** tells **You** which sections of the policy wording apply. Please check all the above documents carefully to make certain they give **You** the cover **You** want and keep them safe.

We agree to insure **You** under the terms, Conditions and Exclusions contained in this policy wording or in any **Endorsements** applying to this policy wording. The insurance provided by the policy wording covers loss or damage that may occur within the United Kingdom during any **Period of Insurance** for which **You** have paid, or agreed to pay the premium.

Our provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and **Endorsements** of this policy.

Nobody other than **You** and **Us** has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **You** in the English language and **We** undertake to communicate in this language for the duration of the policy.

For customers with disabilities, this policy and other associated documentation are also available in large print. Please contact the **Administrator** if you require assistance

Guidance Notes

The guidance notes that are included throughout the policy wording are to help you understand this insurance. They do not form part of the contract of insurance between you and us. They should be read in conjunction with the full text of your policy wording.

Your Insurance Intermediary

Your insurance has been arranged and placed with **Us** by an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA). Throughout this policy document they are referred to as **Your** insurance intermediary or the firm that arranged **Your** insurance with **Us**. They have been appointed by Ark Insurance Group.

The Parties Involved in Your Insurance (Sections 1 to 5)

This policy is administered by Ark Insurance Group for Sections 1 to 5 of **Your** insurance on **Our** behalf.

Ark Insurance Group Limited is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register under reference: 706598. Registered address: Leofric House, Binley Road, Coventry, West Midlands, CV3 1JN Registered in England and Wales No: 08864405.

Throughout this policy document they are referred to as the **Administrator**.

The **Administrator** can be contacted at:

Ark Insurance Group
Oak House
Eastwood Business Village
Harry Weston Road
Coventry
CV3 2UB

Phone no: 02476 437611 and E-mail: info@arkinsurance.co.uk

You should contact the firm that arranged **Your** insurance with **Us** if **You** have any questions about **Your** insurance or if **You** need to make a change to **Your** insurance (see Notification of Changes which may Affect **Your** Insurance).

The firm appointed as **Your Claims Service Provider** for sections 1 to 5 is:

Red Seal Property Limited. Registered address: Field House Wheelers Hill, Little Waltham, Chelmsford CM3 3LY. Registered in England and Wales No: 10396175.

How to Notify a Claim (Sections 1 to 5 of this Insurance)

You should contact the below number if **You** need to make a claim or to report an incident that may give rise to a claim under Sections 1 to 5 of this insurance.

24 Hour Claim and Repair Line – 0800 787 9102

They can also be emailed at property@redsealclaims.com

We and they will deal with **Your** claim as quickly and fairly as possible. Please read the General Exclusions and General Terms and Conditions in this policy wording.

If **You** are unhappy with the way **We** or the **Claims Service Provider** has dealt with **Your Claim** and **You** wish to make a complaint, please refer to the 'What to do if **You** have a Complaint' section of the policy.

Telling Us about a Claim (Section 6)

If **You** fail to tell **Us** or **You** delay telling **Us** about an incident that may lead to a claim and this increases **Our** claim costs, **You** will become liable to pay the additional costs. It may also invalidate **Your** right to claim.

When reporting a claim it is important **You** have the right information available before **You** contact **Them**, including **Your** policy number and a contact telephone number. **You** may be asked to provide photos of damaged items or showing the extent of damage and explain the location of the loss or damage. **You** may be asked for receipts, quotes or invoices where appropriate. **You** must tell the police as soon as reasonably practicable about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number. Please see item 3 in General Terms and Conditions for more information on what **You** must do.

You must supply **Us** with a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, and provide **Us** with any documentary evidence in support of **Your Claim**. **You** may report **Your Claim** by telephone or in writing, using the contact details set out above.

We will make a preliminary assessment of the merits of **Your Claim**. If **We** decide that **Your claim** appears to be covered by **Your** policy and there is a **Reasonable Prospect of Success**, **We** will appoint an **Authorised Representative** to act on **Your** behalf in respect of **Your claim**.

If **We** consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or **We** decide **Your Claim** does not appear to have a **Reasonable Prospect of Success**; then **We** will tell **You**, and if requested by **You** provide confirmation in writing.

If **You** accept **Our** advice, **Your** entitlement to payment from **Us** under this policy for **Your Claim** is at an end and **We** will be discharged from any liability to **You** in respect of that claim.

If **You** do not accept **Our** advice, **We** will instruct another **Authorised Representative** to advise whether **Your claim** has a **Reasonable Prospect of Success**. If the alternative **Authorised Representative** instructed advises that **Your claim** does not have **Reasonable Prospect of Success**, **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the alternative **Authorised Representative** instructed advises that there are **Reasonable Prospects of Success**, **We** will appoint the alternative **Authorised Representative** to act on **Your** behalf in the pursuit of **Your Claim** and advise **You** accordingly. Any **Authorised Representative** will require **You** to enter into an agreement with them in order for them to act on **Your** behalf.

We will take over and conduct any **Civil Claim** for damages or compensation in **Your** name for a claim accepted under this policy. The **Authorised Representative** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept the nomination. If **We** agree **Legal Proceedings** should be commenced through court or it is mandatory for **You** to be represented by a solicitor **You** may choose an alternative solicitor to act for **You** however **you** must obtain **Our** written agreement for them to become **Your Authorised Representative**. **Our** agreement shall not be unreasonably withheld however **We** will only pay **Professional Fees** up to the amount that **We** would have paid an **Authorised Representative** appointed by **Us**.

If an **Authorised Representative** instructed to act on **Your** behalf refuses to continue to act on **Your** behalf, or **You** without a good reason instruct the **Authorised Representative** to cease acting on **Your** behalf, then **We** will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease immediately.

Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us** they are appointed in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**.

Where an **Authorised Representative** is instructed to act on **Your** behalf, **You** and **We** will require them to comply with the **Authorised Representative's** obligations set out in this policy.

We may require a barrister to advise whether in all the circumstances of **Your Claim**, to include whether an offer should be made or accepted in settlement of **Your Claim** or whether **Your Claim** should be pursued or continue to be pursued by **Legal Proceedings**. If **We** consider that **Your Claim** should be pursued by some means other than by **Legal Proceedings** **We** will tell **You** in writing.

Notification of Changes which may Affect Your Insurance – Keeping Us Updated

You should keep a complete record of all information **You** supplied to the firm that arranged **Your** insurance with **Us**, and **Us** when taking out this insurance.

So that **You** understand what **You** are covered for, please read this policy wording and the **Schedule** (which may make reference to **Endorsements**) very carefully. **You** should pay special attention to the General Exclusions and General Terms and Conditions of this policy wording.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the firm that arranged **Your** insurance with **Us** as soon as reasonably practicable.

If You fail to tell Us or You delay telling Us about an incident that may lead to a claim and this increases Our claim costs, You will become liable to pay the additional costs. It may also invalidate Your right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **You** were asked at the time of insuring with **Us**. It is important that **You** check **Your** records for the information **You** have provided and notify **Us** as soon as reasonably practicable of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your** policy being cancelled, and may affect **Your** ability to gain insurance from other insurers.

You are also required to update **Us** with any changes to the information **You** provided at the time you asked us to insure **You**. When **You** tell **Us** about these changes **We** may adjust the premium. If **You** do not tell **Us** about these changes or inaccuracies, this may result in refusal of a claim or **Your** policy being cancelled, and may affect **Your** ability to gain insurance from other insurers. The changes **You** are required to notify us of include but are not limited to the following:

- Any intended alteration to, extension to or renovation of **Your** property. However **You** do not need to tell **Us** about internal alterations to **Your** property unless **You** are creating an additional bedroom, bathroom or shower room;
- Any change to the people insured or to be insured, including their occupation;
- Any change or addition to the contents of the property to be insured that results in the need to increase the sums insured;
- If **Your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work);
- If **Your** property is to be left **unoccupied** for any continuous period exceeding 30 days; or
- if any member of **Your** household or any person to be insured on this policy is charged with, or convicted of an offence (other than motoring offences);
- A change of name or title.

This is not a full list and if **You** are in any doubt **You** should advise **Your** insurance intermediary for **Your** own protection. If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all.

When **You** inform **Us** of a change **We** will tell **You** if 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 premium being applied to **Your** policy.

How We will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **You** have not disclosed or **You** have misrepresented but **We** deem this was not deliberate or reckless:

- Where a higher premium would have been charged **We** will reduce the amount of the claim settlement proportionate to the premium **We** would have actually charged had the circumstances been disclosed;
- Where additional terms would have been imposed by **Us** (other than terms relating to premium), **We** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty;
- Where **We** would not have entered into the insurance contract at all **We** can treat the insurance as void and cancel **Your** policy as if it never existed from inception and refuse to pay all claims.
- **We** will return the premium **You** have paid to **Us** unless there is another reason why **We** should retain it. See Cancellation section of **Your** policy.

Claims where **We** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (**We** can cancel **Your** policy from inception and treat the insurance as though it had never existed).
- **We** can retain the full premium even if **You** have not paid **Us** the premium in full **We** shall be entitled to collect it from **You**.

Fraudulent Claims

We will not pay claims where **You** have committed fraud in relation to a claim on this policy. **We** may also cancel the policy and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that You check Your records for the information You have provided and notify Us as soon as reasonably practicable of any changes to these details. Failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, refusal of a claim or Your policy being cancelled.

Important Information about Your Insurance with Us

How we use Your information

The personal information, provided by **You**, is collected by or on behalf of Ark Insurance Group Limited and may be used by us, our employees, insurers, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

Please visit www.arkinsurance.co.uk/privacy.aspx for further information about how and when we process **Your** personal information under our full privacy policy.

We may process **Your** information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as “sensitive personal information”, we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process **Your** personal information to provide **Your** insurance policy and services. We will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process **Your** personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- **You** have provided **Your** consent to our use of **Your** personal information, including sensitive personal information.

How we share Your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Ark Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Automated decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and financial / credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for **Your** policy or whether we can accept **Your** claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

Fraud prevention and detection

In order to prevent or detect fraud and money laundering we will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in our full privacy policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect **Your** credit rating.

Telephone Recording and Document Management

For **Our** joint protection telephone calls may be recorded and monitored by the firm that arranged **Your** insurance with **Us**, the **Administrator** and by **Us**.

We, the **Administrator** or any other service providers appointed by **Us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as the original.

How to contact us

Please contact us if you have any questions about our privacy policy or the information we hold about you. Write to: Data Protection Officer, Ark Insurance Group, Oak House, Eastwood Business Village, Harry Weston Road, Coventry, CV3 2UB. Or email dpo@arkinsurance.co.uk.

Our Service Commitment

Customer Feedback

If **You** have any suggestions or comments about how the firm that arranged **Your** insurance with **Us**, **We** or the **Administrator** can improve **Our** cover or the service **We/They** have provided please write to the **Administrator**.

The **Administrator** and **We** welcome feedback to enable **Them** or **Us** to improve products and services.

In the event that **We** are unable to continue to trade with the **Administrator** because **They** have ceased to trade through bankruptcy or liquidation, or in the event that **Their** relevant FCA authorisation is revoked, **We** may pass **Your** policy and all details on to another intermediary. If **You** do not wish this to happen then please put **Your** request in writing to **Us**.

Definitions of Terms Used (When Displayed in Bold Text in this Policy Wording)

Guidance Notes

The words or phrases shown below have the same meaning wherever they appear in this policy wording (in bold text) and your schedule and any Endorsements on the schedule.

Wherever the following words or phrases appear in bold text in this policy, they will have the following meanings:

Administrator, They, Their, Them

Ark Insurance Group Limited, who is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register under reference: 706598. Registered address: Leofric House, Binley Road, Coventry, West Midlands, CV3 1JN Registered in England and Wales No: 08864405. Ark Insurance Group Limited will administer sections 1 to 5 of this insurance on **Our** behalf.

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Authorised Representative

An appropriately qualified professional person or firm appointed by **Us** to act on **Your** behalf when a claim is made under section 6 of this insurance.

Building(s)

- The home, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the **Home**.
- Fixtures, fittings and decorations.

These must all be at the address shown on **Your Schedule**.

Civil Claim

A dispute in relation to **Your** contractual, common law and statutory rights for which **You** are pursuing a remedy.

Claims Service Provider

The firm appointed on **Our** behalf to handle and settle claims made under sections 1 to 5 of **Your** insurance. **You** must notify claims to them and contact them with any questions relating to **Your** claim.

Contents

Household items (including **Personal Money, Valuables** and **Home office equipment**) and **Personal Belongings** up to the limits shown on **Your Schedule**) that:

- **You** own;
- **You** are legally responsible for (but not landlords contents);
- Belong to **Domestic Employees** who live with **You**.

This includes **Personal Belongings** of visitors to the **Home**.

Defendant's Costs

Legal costs and expenses **You** are ordered to pay to another party that can be enforced against **You** in making a **Civil Claim** that has been pursued under this policy.

Domestic Employee(s)

A person employed by **You** to carry out domestic duties in connection with **Your Home** and its land, and not employed by **You** in any capacity in connection with any other business, trade or profession.

Domestic Animals

Cats and dogs and any small caged birds or animals normally kept in or within the boundaries of the **Home**.

Endorsements

Changes to the terms of **Your** policy. These are shown on **Your Schedule** as endorsements.

Excess

The amount **You** will have to pay towards each separate claim.

Heave

Expansion or swelling of the land beneath the **Buildings** resulting in upwards movement.

Home

The house or flat and its **Outbuildings**, at the address shown on **Your Schedule**, all used for domestic purposes only. Unless described differently by an endorsement shown on **Your Schedule**.

Home Office Equipment

Office furniture, computers and other keyboard based office equipment, printers, fax machines, photocopiers, telephones and answerphones that **You** own or are legally responsible for and used for business or professional purposes.

Landslip

Movement of land down a slope.

LEA

The local education authority covering the location of **Your Home** and where **You** must be registered on the electoral roll.

Legal Advice

Means any advice provided by **Our** legal advisors to assist **You** in **Your Claim**.

Legal Assistance

Actions taken by an **Authorised Representative** whilst pursuing **Your Claim** accepted under this policy including their **Professional Fees**.

Legal Proceedings

A claim for damages or compensation pursued in a court of law within the United Kingdom.

Motorised Vehicle

Any electrically or mechanically powered vehicle, other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **Home**, as long as the vehicles are not registered for road use;
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- Golf trolleys;
- Toys and models controlled by a pedestrian;
- Electrically assisted pedal cycles that are not legally required to pay vehicle excise duty for the road (see www.gov.uk/electric-bike-rules for more information).

Outbuildings

Garages, cart lodges, stables, workshops, sheds, summer houses, green houses and similar buildings all within the boundaries of the **Home** but not necessarily forming part of the **Home** itself.

Period of Insurance

The period of time covered by this policy, as shown on **Your Schedule**, or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

Personal Belongings

Luggage, clothing, jewellery, watches, furs, binoculars, spectacles, sports, musical and photographic equipment, musical instruments and items which **You** normally wear, or carry with **You**, but excluding **Personal Money**, cycles, mobile phones and tablets. All items must belong to **You** or be **Your** legal responsibility.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

Professional Fees

Fees or costs reasonably incurred by the **Authorised Representative**, with **Our** prior authority. This includes disbursements as long as these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **Authorised Representative**; and that **Our** prior permission has been obtained prior to incurring any disbursements.

Reasonable Prospect of Success

The matter falling within the cover provided by section 6 items 1 to 9 of this insurance has a greater chance than not of being wholly successful at the time of reporting **Your Claim** and, throughout the conduct of **Your Claim**.

Rehabilitation Treatment

Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Council and recommended by a qualified medical practitioner and **Us**, and requested by **Your authorised representative**.

Schedule

The document which gives details of the cover and **Sum Insured** limits **You** have.

Settlement

Downward movement of the land beneath the **Buildings** as a result of compaction due to the weight of the **Buildings**.

Small Claim(s)

A claim for damages or compensation which is or may if **Legal Proceedings** are issued be allocated to the **Small Claims** jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland.

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow. (The wind speed or gust should normally exceed 55mph (48 knots) to be a storm but **We** take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered).

Strict Liability

A criminal offence that **You** committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent in order to obtain a conviction (*mens rea*).

Subsidence

Downward movement of the land beneath the **Buildings** that is not as a result of **Settlement**.

Sum Insured

The amount shown on **Your Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any **Clause**.

Unoccupied

Not lived in by **You** or anyone who has **Your** permission for a continuous period exceeding 30 days; or a total of 90 or more days during the **Period of Insurance**; or does not contain enough furniture for living purposes.

Valuables

Stamp, coin or medal collections, antique clocks, pictures, other works of art, curios, items of gold, silver or any other precious metal, gem stones, jewellery, watches and furs.

We, Us, Our

The Channel Syndicate at Lloyds

You, Your

The person(s) named on **Your Schedule**, their domestic partner and members of their family (or families) who are normally living with them.

Your Claim

A claim for costs, **Defendant’s Costs**, **Legal Assistance** or **Legal Advice** covered under section 6 items 1 to 9 of this insurance.

Insurance Provided – Cover Options

Guidance Notes

This part of your policy shows the different sections that are available and that you can select.

Some things just aren’t covered by insurance. In the same way that car insurance doesn’t pay to repair your car if it rusts or breaks down, this policy won’t cover wear or tear, ageing or breakdowns. This insurance is not a maintenance contract.

The sections of this insurance that are available are shown in the table below:

Section	Cover
1	Buildings
2	Accidental damage to buildings
3	Contents in the home
4	Accidental damage to contents in the home
5	Personal possessions outside the home
6	Family legal expenses
7	Home Emergency Solutions

The cover **We** provide under each section is set out in detail under sections 1 to 6 below, so are the conditions applying to each section.

The sections **You** are covered for under this insurance are shown on **Your Schedule**. Cover is subject to change by any **Endorsements** shown on **Your Schedule**. Please read **Your Schedule** in conjunction with this policy booklet.

The General Exclusions and General Terms and Conditions of this insurance policy apply to all sections of policy cover.

Section 1. Buildings

Guidance Notes

This section of your policy provides cover for loss or damage to your buildings. It explains what is and is not covered.

This section only applies when shown on **Your Schedule** as insured.

We will provide cover for loss of or damage to the **Buildings** caused by any of the following items:

WHAT IS INSURED	WHAT IS NOT INSURED
Loss of or damage to Your Home caused by:	
1. Fire, explosion, lightning, earthquake.	
2. Smoke	
3. Storm or Flood	We will not cover loss or damage: <ul style="list-style-type: none"> • Caused by frost; • Caused by storm to fences, gates and hedges;
4. Riot, civil unrest, strikes, or labour or political disturbances.	
5. Malicious people or vandals.	Under item 5 We will not cover loss or damage: <ul style="list-style-type: none"> • Caused by paying guests, tenants or You; • That happens after the Home has been left unoccupied.
6. Being hit by: <ul style="list-style-type: none"> • Aircraft or other flying objects or anything falling from them; • Vehicles or animals 	
7. Water escaping from water tanks, pipes, equipment or fixing heating systems.	We will not cover loss or damage: <ul style="list-style-type: none"> • That happens after the Home has been left Unoccupied; • To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the Home; • By Subsidence, Heave or Landslip caused by water escaping; • Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies
8. Water freezing in tanks, equipment or pipes.	We will not cover loss or damage: <ul style="list-style-type: none"> • That happens after the Home has been left Unoccupied; • To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the Home; • By Subsidence, Heave or Landslip caused by water escaping; • Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies
9. Domestic heating oil and loss of metered water. <ul style="list-style-type: none"> • We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems. • We will provide cover for loss or damage arising from pollution or contamination of land at the home caused by oil leaking from a domestic heating oil installation at the Home 	We will not cover: <ul style="list-style-type: none"> • Loss or damage that happens after the Home has been left Unoccupied; • Accidental loss of metered water (e.g. accidentally leaving a tap running);

<p>The most We will pay for any one claim under the policy is up to £1,000.</p>	
<p>10. Theft or attempted theft.</p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> • Caused by paying guests, tenants or You; • That happens after the Home has been left Unoccupied.
<p>11. Subsidence or Heave of the land on which the Buildings stand, or Landslip</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the Home unless We also accept a claim for Subsidence, Heave or Landslip damage to the Home; • Damage if You knew when this policy started that any part of the Buildings had already been damaged by Subsidence, Heave or Landslip, unless You told Us about this and We accepted it; • Damage caused by riverbank or coastal erosion; • Damage to solid floors caused by infill materials settling, swelling or shrinking; • Damage caused by Settlement or by shrinkage or expansion of parts of the Buildings; • Damage caused by faulty or unsuitable materials, design or poor workmanship.
<p>12. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.</p>	
<p>13. Falling trees or branches. If We accept a claim for damage to Buildings by falling trees We will also pay reasonable costs You have to pay for removing from site:</p> <ul style="list-style-type: none"> • The fallen part of the tree; • The tree if it has been totally or partly uprooted. 	<p>We will not cover costs You have to pay for:</p> <ul style="list-style-type: none"> • Removing part of the tree that is still below the ground; • Restoring the site.
<p>14. Loss of rent and the cost of alternative accommodation.</p> <p>If We have accepted a claim for damage to the Home and the damage means Your Home cannot be lived in, We will pay:</p> <ul style="list-style-type: none"> • Ground rent You still have to pay; • Rent payable to You, or (if not otherwise insured) reasonable additional accommodation expenses Your tenant has to pay; • Any reasonable additional accommodation* expenses for You and Your Domestic Animals. <p>The most We will pay is up to 20% of the Sum Insured for Buildings, until the Home is ready to live in.</p>	
<p>*Guidance Notes</p> <p>When we refer to reasonable additional accommodation expenses, this means that we will pay for alternative accommodation taking all of the circumstances of your claim into account, including your needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. We</p>	

<p>are happy to discuss this with you and will help to find suitable accommodation for you.</p>	
<p>15. Replacement locks If the keys to the locks of:</p> <ul style="list-style-type: none"> • External doors of the Home; • Alarm systems or safes fitted in the Home. <p>Are accidentally lost or stolen, We will pay the cost of replacing the locks or lock mechanisms.</p> <p>The most We will pay for any one claim under the policy is up to £750.</p>	
<p>16. Emergency access to Home and garden.</p> <p>We will provide cover for damage to the Home and garden within the boundaries of the Home following necessary access by the emergency services to deal with a medical emergency or to prevent damage to the Home.</p> <p>The most We will pay for any one claim under the policy is up to £500.</p> <p>Expenses You have to pay for architects', surveyors', engineers', legal and other professional fees following loss or damage under this section.</p>	
<p>17. Tracing and accessing leaks. If the Buildings are damaged due to domestic heating oil leaking from a fixed heating system, or water escaping from water tanks, pipes, equipment or fixed heating systems, in the Home, We will pay the reasonable costs of removing and replacing any other part of the Buildings necessary to find the source of the leak and making good.</p> <p>The most We will pay for any one claim under the policy is up to £10,000.</p>	<p>We will not:</p> <ul style="list-style-type: none"> • Pay more than the limit shown for any one incident; or • Cover the cost of repairing the source of the leak unless caused by loss or damage which is covered under this section.
<p>18. Your liability to the public. We will cover your legal liability to pay damages and claimants' costs and expenses for:</p> <ul style="list-style-type: none"> • Accidental bodily injury or illness; • Accidental loss of or damage to property; <p>Happening during the Period of Insurance and arising:</p> <ul style="list-style-type: none"> • From You owning the Building and its land; • Under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any Home You previously owned and occupied or leased occupied. <p>We will pay up to £2,000,000 for any one incident in respect of Your liability to the public.</p> <p>We will also pay all Your costs and expenses that We have already agreed to in writing.</p> <p>If the Buildings section of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years</p>	<p>We will not pay more than £2,000,000 for any one incident. We will not cover liability in connection with:</p> <ul style="list-style-type: none"> • You occupying the Building and its land; • Any accidental bodily injury or illness to any Domestic Employee if the injury or illness happens as a result of or in the course of their employment by You; • Loss or damage to property which belongs to you or is in Your care; • Any Motorised Vehicle; • Any agreement except to the extent that You will have been liable without that agreement; • Your trade, business or profession (except as landlord of the Home); • the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance. <p>Guidance Notes</p>

<p>for any Home insured by the Buildings section before the policy was cancelled or ended.</p>	<p>Under this section We only provide cover for liability arising from the ownership of Your home. We will not cover Your liability as the occupier of Your home or Your personal liability arising from private pursuits. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note that You will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.</p>
<p>19. Selling Your Home. If You enter into a contract to sell any Building insured by this policy, and the Building is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This cover does not apply if other insurance has been arranged by or for the buyer.</p>	
<p>20. Accidental Damage to services, fixed glass and sanitary fittings.</p> <p>We will provide cover for Accidental Damage to</p> <ul style="list-style-type: none"> • Cables, pipes, septic tanks and drain inspection covers You are legally responsible for which serve the Buildings, including up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe You are legally responsible for, to clear a blockage, between the main sewer and the Home if this is necessary because normal methods of releasing the blockage are unsuccessful • Fixed glass and sanitary fittings installed at the Home. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns. 	<p>We will not cover:</p> <ul style="list-style-type: none"> •The Excess shown on Your Schedule; •Anything set out in the General Exclusions section of this policy booklet; •Damage due to a fault or limit of design, manufacture, construction or installation; •Loss or damage that happens after the Home has been left Unoccupied
<p>What is not Covered under the Whole of Section 1 (Items 1 to 20)</p> <p>We will not cover:</p> <ul style="list-style-type: none"> • The Excess(es) shown on Your Schedule; • Damage by wet or dry rot arising from any cause, except as a direct result of a claim We have already paid, and where repair or preventative action was carried out by a tradesperson We have approved; • Anything set out in the General Exclusions section of this policy booklet; • Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee. • We will not cover loss or damage that happens gradually. • Any losses that are not directly associated with the incident that caused You to claim, unless expressly agreed 	

Section 2. Accidental Damage to Buildings

Guidance Notes

This section of your policy extends the Accidental Damage cover given under section 1 to cover other types of Accidental Damage as well. It explains what is and is not covered.

This section is included as standard if Section 1 – Buildings is shown on **Your Schedule** as insured.

We will provide cover for loss of or damage to the **Buildings** caused by any of the following:

WHAT IS INSURED	WHAT IS NOT INSURED
<p>1. Extra Accidental Damage to buildings.</p> <p>We will provide cover for all other Accidental Damage to the Buildings that is not covered by section 1 of this policy.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • The Excess shown on Your Schedule; • Anything set out in the General Exclusions section of this policy booklet; • Damage due to a fault or limit of design, manufacture, construction or installation; • Loss or damage that happens after the Home has been left Unoccupied; • Damage caused by wear and tear, Settlement, shrinkage, vermin, insects, fungus, weather conditions or any damage which happens gradually; • Damage caused by water entering the Home regardless of how this happened (other than that covered under Section 1 of this policy); • Damage caused by chewing, scratching, tearing or fouling by Domestic Animals; • Damage caused by faulty or unsuitable materials or design or poor workmanship; • Damage caused by building alterations, renovations, extensions or repairs; • Damage excluded under Section 1; • Maintenance and normal redecoration costs; • Damage by Subsidence, Heave or Landslip; • Damage caused by paying guests or tenants

Buildings Conditions

The following conditions apply to sections 1 and 2 of this policy.

Guidance Notes

These conditions apply only to sections 1 and 2, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The Sum Insured

At all times the **Sum Insured** must be at least equal to the full cost of rebuilding the **Buildings** to the same specification, including an amount for removing debris, demolition costs and architects' and surveyors' fees.

If at the time of a loss the **Sum Insured** shown on **Your Schedule** is too low **We** will only pay **Our** rateable proportion of any loss, damage, compensation costs or expense.

2. Settling Claims

We can choose to settle **Your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **We** are able to replace property, but **We** agree to make a cash settlement, **We** will only pay **You** what it would cost **Us** to replace the item as if it were new.

What We will Pay

The most **We** will pay for loss or damage arising out of one incident is the **Building Sum Insured** shown on **Your Schedule**, unless otherwise stated.

We will not reduce the **Sum (or Sums) Insured** by the amount paid under any claim.

If **We** accept a claim under section 1 or 2 we will also pay for the following:

- Architects' and surveyors' fees to repair the **Buildings**. These fees must not be more than those recommended by the relevant professional institutes;
- The cost of demolishing or supporting the damaged parts of the **Buildings** which **We** have agreed to pay;
- The cost of meeting building regulations or municipal or local authority bye-laws.
- All repairs carried out by an Ark approved repairer will be guaranteed for 12 months

Guidance Notes

Where we refer to the term 'reasonable' in section 1, items 13 and 17 we mean that we will pay costs for goods and services which are competitive in the relevant marketplace.

What We will Not Pay

We will not cover:

- Fees for preparing any claim;
- Any cost **You** are legally responsible for paying because of a notice served on **You** before the date of the loss or damage;
- **We** will not pay for any reduction in the market value of the **Home** as a result of an insurable event.

1. Pairs, Sets, Collections and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of uniform nature, design or colour.

Section 3. Contents

Guidance notes

This section of your policy provides cover for loss or damage to your contents inside the home. It explains what is and is not covered.

This section only applies when shown on **Your Schedule** as insured.

We will provide cover for loss of or damage to the **Contents** in the **Home** caused by any of the following:

WHAT IS INSURED	WHAT IS NOT INSURED
1. Fire, explosion, lightening, earthquake.	
2. Smoke	We will not cover loss or damage that happens gradually.
3. Storm or Flood	We will not cover loss or damage that happens gradually.
4. Riot, civil unrest, strikes, or labour or political disturbances.	Under items 4 and 5. We will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying Your power.
5. Malicious people or vandals.	<ul style="list-style-type: none"> Under item 5 We will not cover loss or damage: Caused by paying guests, tenants or You; That happens after the Home has been left Unoccupied.
6. Being hit by: <ul style="list-style-type: none"> Aircraft or other flying objects or anything falling from them; Vehicles or animals 	
7. Water escaping from water tanks, pipes, equipment or fixing heating systems.	We will not cover loss or damage: <ul style="list-style-type: none"> That happens after the Home has been left Unoccupied; To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the Home; By Subsidence, Heave or Landslip caused by water escaping; Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies
8. Heating fuel leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.	We will not cover: <ul style="list-style-type: none"> Loss or damage that happens after the Home has been left Unoccupied;
The most We will pay for any one claim under the policy is up to £1,000.	
9. Theft or attempted theft.	We will not cover: <ul style="list-style-type: none"> Loss or damage that happens after the Home has been left Unoccupied; Theft by deception, unless deception is used only to get into the Home; Theft of Personal Money, unless someone has broken into Your Home by using force and violence or has got into the Home by deception; Theft if You live in a self-contained flat and the theft is from any part of the building that other people have access to;
The most We will pay is up to £1,500 of the Contents Sum Insured for any one claim for theft or attempted theft of Contents from any Outbuildings within the boundaries of the Home.	

	<ul style="list-style-type: none"> • Theft if You live in a non-self-contained flat, unless someone has broken into or out of the Home by using force and violence or has got into the Home by deception; • Theft of any pedal cycle valued at more than £250 unless the pedal cycle: <ul style="list-style-type: none"> ○ Has been specified on Your Schedule; ○ Is securely locked to an object that cannot be moved; or ○ Securely locked to an object that cannot be moved in a locked building or Outbuilding. • Loss or damage caused by paying guests, tenants or You; • More than the limit shown for any one claim involving theft from Outbuildings
<p>10. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.</p>	
<p>11. Subsidence or Heave of the land on which the Home stands, or Landslip.</p>	<p>We will not cover Damage caused by:</p> <ul style="list-style-type: none"> • Riverbank or coastal erosion; • Faulty or unsuitable materials, design or poor workmanship
<p>12. Falling trees or branches.</p>	
<p>13. Contents temporarily removed from the Home We will provide cover up to 20% of the Sum Insured on Contents for loss or damage to Contents caused by items 1 to 12 of section 3 while such Contents are temporarily removed from the Home to:</p> <ul style="list-style-type: none"> • Any bank or safe deposit, or any private home or building where You are living (including while attending full-time education), employed or working in the United Kingdom. • Anywhere else in the United Kingdom. 	<p>We will not cover:</p> <ul style="list-style-type: none"> • More than the limit shown under item 9 for loss or damage to Contents in or from Outbuildings; • Loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in; • Loss or damage caused by Storm or flood to Contents that are not in a building; • Loss or damage if the Contents have been removed for sale or exhibition or placed in a furniture depository.
<p>14. Contents in the garden of Your Home. We will provide cover for loss of or damage to the Contents caused by items 1 to 12 of section 3 happening in the open but within the boundaries of the Home.</p> <p>The most We will pay for any one claim under the policy is upto £1000.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Loss or damage that happens after the Home has been left Unoccupied; • Theft of pedal cycles unless securely locked to an object that cannot be moved; • Contents not suitable or designed to be left in the garden or outside.
<p>15. Replacement locks If the keys to the locks of:</p> <ul style="list-style-type: none"> • External doors of the Home; • Alarm systems or safes fitted in the Home. <p>Are accidentally lost or stolen, We will pay the cost of replacing the locks or lock mechanisms.</p> <p>The most We will pay for any one claim under the policy is up to £750.</p>	
<p>16. Food in freezers We will provide cover for loss or damage to food stored in a freezer in the Home caused by:</p> <ul style="list-style-type: none"> • A rise or fall in temperature; • Contamination by freezing agents. 	<p>We will not cover loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying Your power.</p>

<p>The most We will pay for any one claim is £500 unless otherwise shown on Your Schedule.</p>	
<p>17. Domestic heating oil and loss of metered water.</p> <p>We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.</p> <p>We will provide cover for loss or damage arising from pollution or contamination of land at the Home caused by oil leaking from a domestic heating oil installation at the Home.</p> <p>The most We will pay for any one claim under the policy is up to £2,000 for loss of oil and £5,000 for loss of metered water.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Loss or damage that happens after the Home has been left Unoccupied; • Accidental loss of metered water (e.g. accidentally leaving a tap running); • Loss or damage that happens gradually.
<p>18. Loss of rent and the cost of alternative accommodation.</p> <p>If the Home cannot be lived in due to the damage which would be covered under section 3, items 1 to 12 and as a result it cannot be lived in, We will pay for:</p> <ul style="list-style-type: none"> • Rent payable to You or (if not otherwise insured) reasonable accommodation expenses Your tenant has to pay; • Reasonable additional accommodation expenses for You and Your Domestic Animals. <p>The most We will pay is up to 20% of the Sum Insured for Contents, until the Home is ready to live in.</p> <div data-bbox="113 1193 794 1507" style="border: 1px solid black; padding: 5px;"> <p>Guidance Notes</p> <p>When we refer to reasonable additional accommodation expenses, this means that we will pay for alternative accommodation taking all of the circumstances of your claim into account, including your needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. We are happy to discuss this with you and will help to find suitable accommodation for you.</p> </div>	
<p>19. Fatal injury benefit.</p> <p>We will pay up to £5,000 if You die as a result of injury caused by fire, explosion, lightning or intruders.</p> <p>For Us to pay a claim, Your death must happen within three months of the incident.</p> <p>The most We will pay for any one claim under the policy is up to £10,000.</p>	
<p>20. Household removals.</p> <p>We will cover Contents accidentally damaged or stolen during professional removal from the Home to Your new permanent home, or one that Your tenant will occupy, (including while in temporary storage for up to seven days) within the United Kingdom.</p>	<p>We will not cover Personal Money, jewellery, watches, items of gold or platinum, stamps and coins.</p>

<p>21. Special Events.</p> <p>We will increase the Sum Insured for Contents by up to 10% for Christmas, other religious festivals, birthdays, anniversaries, weddings or civil partnerships:</p> <ul style="list-style-type: none"> • During the 30 days before and 30 days after any event listed above. 	
<p>22. Occupiers, personal and employer's liability.</p> <p>We will cover Your legal liability to pay damages and claimants' costs and expenses for:</p> <ul style="list-style-type: none"> • Accidental bodily injuries or illness; • Accidental loss or damage to property; <p>Happening during the period of insurance in:</p> <ul style="list-style-type: none"> • The United Kingdom; • The rest of the world, for no more than 30 days in any one Period of Insurance; <p>And arising:</p> <ul style="list-style-type: none"> • As occupier (not as owner) of the Home and its land; • In a personal capacity (not as occupier or owner of any building or land); • As employer of a Domestic Employee. <p>We will not pay more than £2,000,000 for any one incident of occupiers and personal liability, unless a claim is made against You by a Domestic Employee where the injury or illness happens as a result of or in the course of their employment by You (in which case the most We will pay for any one incident is £10,000,000 for employers liability). This will include any costs and expenses incurred by You which We have agreed to in writing.</p>	<p>We will not cover liability in connection with:</p> <ul style="list-style-type: none"> • You owning land, buildings or other fixed property; • You living in or occupying land or buildings other than the Home or its land; • Aircraft other than pedestrian controlled radio controlled toys or models, but excluding radio controlled drones; • You (or anyone on Your behalf) owning, possessing or using any Motorised Vehicle; • Caravans; • Boats, boards and craft designed to be used on or in water, other than: <ul style="list-style-type: none"> ○ Those only propelled by oars or paddles; ○ Pedestrian-controlled toys or models; • Deliberate or malicious acts; • The transmission of any communicable disease or virus by You; • Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation); • Any agreement except to the extent that You would have been liable without that agreement; • Any trade, business or profession; • Loss or damage to property which belongs to You or is in Your care or control; • Bodily injury or illness to You. <p>For claims involving liability for bodily injury to or illness of a Domestic Employee working for You the following exclusions do not apply:</p> <ul style="list-style-type: none"> • You owning land, buildings or other fixed property; • You living in or occupying land or buildings other than the Home or its land; • Aircraft other than pedestrian controlled radio controlled toys or models, but excluding radio controlled drones; • Caravans; • Boats, boards and craft designed to be used on or in water, other than: <ul style="list-style-type: none"> ○ Those only propelled by oars or paddles; ○ Pedestrian-controlled toys or models; • Deliberate or malicious acts; • The transmission of any communicable disease or virus by You; • Any trade, business or profession.
<p>Guidance Notes</p> <p>Under this section We will provide cover for Your Liability as the occupier of Your home arising from the private pursuits of You. We will not cover Your liability arising from Your ownership of Your home. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for Liabilities arising from incidents occurring at the property. Please note if You are the owner of the building You will also need to arrange property owner's liability cover which We and most insurers automatically include under buildings insurance.</p>	
<p>23. Tenant's liability</p> <p>We will provide cover if You are legally responsible as a tenant for:</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Loss or damage excluded under section 3; • Loss or damage caused by building work which involves alterations, renovations extensions or repairs;

<ul style="list-style-type: none"> • Loss or damage to the Home and fixtures and fittings and Contents belonging to the landlord by any of the items listed under section 3. • Accidental Damage to: <ul style="list-style-type: none"> ○ Fixed glass and sanitary fittings installed at the Home. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns; ○ Cables, pipes, septic tank and drain inspection covers which serve the Home. Cover includes up to £5,000 for the cost of breaking into (then repairing and backfilling) an underground pipe You are legally responsible for, to clear a blockage between the main sewer and the Home if this is necessary because normal methods of releasing the blockage are unsuccessful. <p>The most We will pay for any one claim under this policy is £1,000,000.</p>	<ul style="list-style-type: none"> • Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.
<p>24. Accidental damage to home entertainment equipment, mirrors and glass.</p> <p>We will provide cover for Accidental Damage to:</p> <ul style="list-style-type: none"> • Television sets (including digital and satellite receivers), DVD and Blue-Ray players, video players and recorders, games consoles, home computers and audio equipment in the Home. • Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the Home; <ul style="list-style-type: none"> • Mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the Home. 	<p>We will not cover:</p> <ul style="list-style-type: none"> • Games consoles, audio/visual equipment, laptops or computer equipment designed to be portable, laptops, tablets, mobile phones; • Digital/video cameras and satellite navigation systems; • Radio transmitters, mobile phones and hearing aids; <p>Damage caused by fitting a battery incorrectly</p>
<p>25. Digital Information</p> <p>We will pay up to £2,500 for loss or damage to information that you have bought and stored on your home entertainment equipment or Home Office Equipment as a result of a cause listed in paragraphs 1 to 6 of this section.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • The cost of remaking a file, tape or disc; • Rewriting the information contained on your home entertainment equipment; • Any loss or damage shown as not insured elsewhere in this document of insurance.
<p>26. Personal Money, credit and debit cards.</p> <p>Personal Money in the Home.</p> <p>We will cover loss of Personal Money held for social, domestic or charitable purposes.</p> <p>The most We will pay for any one claim under the policy is £500.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Losses not reported to the police; • Loss while the home or any part of it is lent, let or sublet.

Section 4. Accidental Damage to Contents in the Home

Guidance Notes

This section of your policy extends the Accidental Damage cover given under Section 3 to cover other types of Accidental Damage as well. It explains what is and is not covered.

This section only applies when shown on **Your Schedule** as insured / included.

We will provide cover for loss of or damage to **Contents** in the **Home** caused by any of the following:

WHAT IS INSURED	WHAT IS NOT INSURED
<p>1. Extra Accidental Damage to Contents in the Home.</p> <p>We will provide cover for all other Accidental Damage to Contents whilst in the Home that is not covered by Section 3 of this policy.</p>	<p>We will not cover</p> <ul style="list-style-type: none"> • Food and stamps; • Damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot; • Damage caused by water entering the Home regardless of how this happened (other than that covered under Section 3 of this policy); • Any loss that is not the direct result of the insured incident itself; • Damage which is excluded under section 3; • Loss or damage caused by paying guests or happening while the home or any part of it is lent, let or sublet.
<p>What is Not Covered under the Whole of Section 4</p> <p>We will not cover:</p> <ul style="list-style-type: none"> • The Excess shown on Your Schedule; • Damage caused by the process of cleaning, washing, repairing or restoring any item; • Electrical or mechanical breakdown; • Loss in value; • Damage caused by chewing, scratching, tearing or fouling by Domestic Animals; • Damage caused by wear and tear or anything which happens gradually; • Anything set out in the General Exclusions section of this policy booklet. 	

Contents Conditions

The following conditions apply to Sections 3 and 4 of this policy.

Guidance Notes

These conditions apply only to sections 3 and 4, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The Sum Insured

At all times the **Sum Insured** must be at least equal to the full cost of replacing the property "as new".

If at the time of a loss the **Sum Insured** shown on **Your Schedule** is too low **We** will only pay **Our** rateable proportion of any loss, damage, compensation costs or expense.

2. Settling Claims

We can choose to settle **Your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment;
- All repairs carried out by an Ark approved repairer will be guaranteed for 12 months

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **We** are able to replace property, but **We** agree to make a cash settlement, **We** will only pay **You** what it would cost **Us** to replace the item as if it were new.

What We will Pay

The most **We** will pay for loss or damage arising out of one incident is the **Sum Insured** for **Contents** shown on **Your Schedule**, unless otherwise stated.

We will pay for the reinstatement of title deeds and documents lost or damaged by an insured event up to £2,500.

We will not reduce the **Sum(s) Insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **Your Schedule**.

3. Valuables

We will not pay more than 50% of the **Sum Insured** for **Contents** in respect of **Valuables** and no more than £2,000 for any one item of **Valuables**, unless the item is specified on **Your Schedule**.

4. Pairs, Sets, Collections and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design or colour.

5. Items Valued over the Single Item Limit

We will not pay more than £1,000 for any one item, set or collection unless listed separately on **Your Schedule** as a specified item.

We will not pay more than the item **Sum Insured** for any specified item.

If **You** claim for an item specified in **Your Schedule**, **You** will need to provide proof of the item's value.

6. Proof of Value and Ownership

It is **Your** responsibility to prove to **Us** any loss that **You** claim for. **We** recommend that **You** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim. For all specified items valued over £2,500, you must have the original receipt or a valuation receipt dated within the last 3 years.

Section 5. Personal Possessions

Guidance notes

This section of your policy provides cover on certain items whilst away from your home, anywhere in the world. This section is only available if you have selected section 3 or sections 3 and 4.

This section only applies when shown on **Your Schedule** as insured and is only available if you have selected section 3 or sections 3 and 4.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>1. Unspecified and specified personal possessions.</p> <p>Theft, accidental loss or damage to Your unspecified and specified Personal Belongings as shown on Your Schedule whilst in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance.</p> <p>The most We will pay for any one item of Personal Belongings is 50% of the amount insured or £1,000, whichever is the lesser, unless the item is specified on Your Schedule.</p> <p>We will cover student belongings whilst at university / college up to a maximum of £1,000.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Mobile phones or tablets.
<p>2. Personal Money, credit and debit cards.</p> <p>Personal Money, credit and debit cards in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance.</p> <p>This cover only applies when shown on Your Schedule.</p> <p>We will cover loss of:</p> <ul style="list-style-type: none"> • Personal Money; • Credit and debit cards held for social, domestic or charitable purposes. Credit and debit cards are only insured against loss if they are used by someone without Your permission following loss or theft. <p>We will also cover any costs We have agreed to in writing before the card issuing company has received notice of the loss, as long as You keep to the terms of Your card agreement.</p> <p>The most We will pay for any one claim under the policy is up to £500 for Personal Money and £500 for credit and debit cards.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Losses not reported to the police; • Losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss; • Any business credit/debit cards.
<p>Guidance Notes</p> <p>Under current regulations when a card is lost or stolen (or the card details obtained fraudulently) if the cardholder has acted reasonably and followed the card terms and conditions he/she will be able to reclaim most (if not all) of</p>	

<p>the unauthorised charges from the card issuer. There are certain exceptions when the card issuer may charge a limited amount (currently £50) for charges made before they are told of the card loss or misuse. Our cover will reimburse the cardholder within the policy terms for unrecoverable charges.</p>	
<p>3. Pedal cycles (unspecified and specified).</p> <p>This cover only applies when shown on Your Schedule. We will provide cover for loss of or damage to Your pedal cycles in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance.</p> <p>The most We will pay for any unspecified pedal cycle is up to £250.</p> <p>The most We will pay for any specified pedal cycle will be the amount shown on Your Schedule.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Theft unless the pedal cycle is: <ul style="list-style-type: none"> ○ In Your immediate custody and control; or ○ Securely locked to an object that cannot be moved; or ○ Securely locked to an object that cannot be moved in a locked building or Outbuilding.
<p>4. Mobile phones and tablets (unspecified and specified).</p> <p>This cover only applies when shown on Your Schedule. We will provide cover for loss of or damage to Your mobile phones and tablets in and away from the Home in the United Kingdom and anywhere in the world for a maximum period of 30 days in any Period of Insurance.</p> <p>The most We will pay for any unspecified mobile phone or tablet is up to £50.</p> <p>The most We will pay for any specified mobile phone or tablet will be the amount shown on Your Schedule.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> • Theft unless the mobile phone or tablet is: <ul style="list-style-type: none"> ○ In Your immediate custody and control; or ○ Stolen from a locked room, locked building or locked Motorised Vehicle; • Any loss arising from the unauthorised or inappropriate use of Your mobile phone or tablet by You or anyone in possession of Your mobile phone or tablet, including: <ul style="list-style-type: none"> ○ Call, text and data activity; ○ Financial or other loss caused directly or indirectly through the use of any electronic payment method or facility on Your mobile phone or tablet; • Loss of and/or the restoration of data, information or apps held in or on Your mobile phone or tablet or on any SIM card contained therein; • Amounts You are liable for under Your airtime contract including connection/reconnection costs, call, text and data costs, subscription fees or charges of any kind; • Indirect loss, including compensation for You not being able to use the lost, stolen or damaged mobile phone or tablet; • The consequences of any resulting identity theft following Your mobile phone or tablet being lost or stolen.

What is Not Covered under the Whole of Section 5

We will not cover:

- The **Excess(es)** shown on **Your Schedule**;
- Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence);
- Loss or damage caused by wear and tear, light weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- Loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;

- Loss or damage to sports racquets, sticks, bats and clubs while in use;
- Confiscation or detention by Customs or other officials;
- Loss in value;
- Any loss that is not the direct result of the insured incident itself;
- Business or professional use of musical instruments, photographic and sporting equipment and accessories;
- Any loss or damage covered by another policy;
- Theft, attempted theft or malicious damage caused by paying guests, tenants or **You**;
- Theft by deception, unless deception is used only as a way to get into the **Home**;
- Theft of student belongings whilst at university / college, unless by way of forcible entry / exit.
- Business goods and equipment;
- Furniture, furnishings, household goods and equipment, food and drink;
- Bonds, stocks, shares and documents of any kind, other than driving licences and passports;
- **Motorised Vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these, golf carts or buggies;
- Any living creature;
- Anything set out in the General Exclusions section of this policy booklet.

We will not cover the following items unless they are specifically shown on **Your Schedule**:

- Snowboards, skis (including sticks and bindings), water skis, sub- aqua equipment and riding tack;
- Contact, corneal cap or micro lenses and hearing aids;
- Any pedal cycle valued over £250, and their parts, spares or accessories;
- **Personal Money**, credit and debit cards.

We will not pay more than £250 in total for any one incident of theft from an unattended **Motorised Vehicle** (this limit applies in total to all property covered under section 5 except for item 3).

Personal Possessions Conditions

The following conditions apply to section 5 of this policy.

Guidance Notes

These conditions apply only to section 5 however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The Sum Insured

At all times the **Sum Insured** must be at least equal to the full cost of replacing the property “as new”

If at the time of loss the **Sum Insured** is too low **We** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

2. Settling Claims

We can choose to settle **Your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **We** are able to replace property, but **We** agree to make a cash settlement, **We** will only pay **You** what it would cost **Us** to replace the item as if it were new.

What We will Pay

The most **We** will pay for loss or damage arising out of one incident is the Sum Insured for personal possessions and any specified items shown on **Your Schedule** unless otherwise stated.

We will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **Your Schedule**.

3. Valuables

We will not pay more than 50% of the **Sum Insured** for **Contents** in respect of **Valuables** and no more than £1,000 for any one item of **Valuables**, unless the item is specified on **Your Schedule**.

4. Pairs, Sets, Collections and Suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design or colour.

5. Items Valued over the Single Item Limit

We will not pay more than £1,000 for any one item, set or collection unless listed separately on **Your Schedule** as a specified item.

We will not pay more than the item **Sum Insured** for any specified item.

If **You** claim for an item specified in **Your Schedule**, **You** will need to provide proof of the item's value. For all specified items valued over £2,500, you must have the original receipt or a valuation receipt dated within the last 3 years.

6. Proof of Value and Ownership

It is **Your** responsibility to prove to **Us** any loss that **You** claim for. **We** recommend that **You** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

If **You** wish to specify an item valued at more than the single item limit shown on **Your Schedule**, **We** will either request proof of value prior to providing cover for the item or at the time of loss.

General Terms and Conditions

Guidance Notes

So far you have seen conditions which are specific to each section of cover. The terms and conditions set out below apply to the whole of this insurance. They explain your responsibilities under this contract of insurance.

THESE GENERAL TERMS AND CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

These terms and conditions apply to all sections of the policy. If **You** do not perform or comply with a term or condition, **We** might not be under any obligation to pay anything under the terms of this policy.

1. Your Duties to Us

- **You** must keep property that is insured under **Your** policy in good condition.
- **You** must make sure **Your Home** and any **Outbuildings** are left secure whenever **You** leave them unattended by closing all accessible windows and closing and locking all external doors.
- **We** will only provide the cover described in this policy booklet and **Schedule** if:
 - The premium has been paid for the current **Period of Insurance**; and
 - **You** and anyone claiming under this insurance has met all the conditions contained in this policy booklet, **Schedule**, and any **Endorsements** applied to the insurance; and
 - The information **You** provided or which was provided on **Your** behalf and which forms **Your** proposal for insurance or is contained in any declaration is, to the best of your knowledge and belief, correct and complete; and
 - **You** provide us with co-operation and assistance throughout the duration of this insurance, for example if **We** request information or documentation from **You** when **You** purchase cover, make changes, submit a claim or, where applicable, renew **Your** insurance with **Us**; and
 - **You** take all precautions to prevent loss or damage occurring and the extent of any loss or damage.
- **Your** premium is based on information **You** supplied to the firm that arranged **Your** insurance when the policy was inception or renewed and any subsequent midterm alternations that **You** have requested, the premium includes an fee to the **Administrator** of £20. **You** must tell the firm that arranged **Your** insurance with **Us**, the **Administrator** or **Us** as soon as reasonably practicable of any change to that information.
- If **You** or anyone acting on **Your** behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to **Our** employees, the **Administrator**, or the firm that arranged **Your** insurance with **Us**, then cover will cease immediately. Where applicable, **You** will be provided with a proportionate refund of premium.

2. Your Policy

The following elements form the contract of insurance between **You** and **Us**, please keep them in a safe place:

- The information **You** provided or which has been provided on **Your** behalf when **You** took out insurance with us in either electronic form or paper copy;
- Any other information given by **You** or on **Your** behalf in the formation and throughout the duration of the contract;
- **Your** policy booklet;
- **Your Schedule**;
- Any **Endorsements** on **Your Schedule**;
- Changes to **Your** home and family legal expenses insurance policy contained in notices issued by **Us** at renewal.

3. Claims – Your Duties

As soon as **You** are aware of an event or cause that is likely to lead to a claim under this policy you must:

- Tell the police as soon as reasonably practicable about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;

- Contact **Our Claims Service Provider** (sections 1 to 5) or **Us** (section 6) as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help **We** or they need to settle **Your** claim;
- Do all **You** reasonably can to get back any lost or stolen property and tell **Our Claims Service Provider** without unnecessary delay if any property is later returned to **You**. If property is recovered and **We** have settled your claim, the property recovered becomes **ours**;
- Call **Our Claims Service Provider** if you receive any information or communication about the event or cause;
- Avoid discussing liability with anyone else without **Our** permission.

You must tell the firm that arranged **Your** insurance with **Us**, the **Administrator** or **Us** about any other insurance contracts **You** have in place that provides the same or similar insurance cover as this policy.

If You fail to tell Us or You delay telling Us about an incident that may lead to a claim and this increases Our claim costs, You will become liable to pay the additional costs. It may also invalidate Your right to claim.

Guidance Notes

Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. It is not a maintenance contract.

To help us settle your claim it is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, instruction booklets, and guarantee cards and any other relevant information, documents and assistance we may require to help with your claim.

4. Our Rights

We may retain our discretion in the conduct of the settlement of any claim and **You** must give **Us** and **Our Claims Service Provider** whatever co-operation, information and assistance is necessary.

We will be entitled, at **Our** cost, but in **Your** name to take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise and **We** will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

We or **Our Claims Service Provider** shall at all times be allowed free access to inspect any insured property, including property damaged that **You** are claiming for.

You cannot abandon property to **Us**.

If **You** owe **Us** premium or claims monies under this, or any other insurance policy **You** hold with **Us**, **We** may deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability **We** owe to **You**. In the event **Your** debt is not extinguished or **We** are unable to deduct the amount owed for any reason, this condition does not prevent **Us** from pursuing **You** separately for any balance owed.

5. Policy Limits

For any claim or series of claims covered by this policy, **We** will pay:

- Up to the limit shown against each item under each section and any amounts shown on **Your Schedule**; or
- Any lower amount for which **We** can settle **Your** claim.

Once **We** have made payment **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred with **Our** permission before the payment date, or reclaiming any costs and expenses incurred by **Us**.

6. Fraud

If **You**, or anyone acting on **Your** behalf, upon applying for cover, renewing the policy, amending the policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this policy may be declared void (where permitted by law) or otherwise cancelled immediately and **You** will not be entitled to a refund of premium. Any claims made against the policy will also not be paid. Where the full premium has not been paid, for example **Your** payment has failed, been subsequently recalled or **You** have outstanding monthly instalments, **We** will seek to enforce payment of the premium in full.

We may also take legal action against **You**.

7. Other Insurance

If **You** make a claim for loss or damage under **Your** policy that is also covered by any other insurance and/or maintenance contract, **We** will only pay **Our** proportionate share of the claim.

8. Index Linking

We may increase the **sum(s) insured** shown on **Your Schedule** to allow for increases in the cost of living in line with the retail price index for **Contents** and the House Rebuilding Cost index for **Buildings**. **We** may do this every month and update the **Sum Insured** when **Your** policy is due for renewal.

The new **Sum(s) Insured** and renewal premium will be shown on **Your** renewal notice. **We** will not reduce the **Sum Insured** if the index falls. **We** will continue to index link the **Sum Insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

Guidance Notes

Index linking does not replace the need to insure the buildings and contents for the correct sums insured. It is important that the correct Sum Insured is used after which, index linking will maintain the Sum Insured in line with price inflation.

9. Joint Policyholders

If there is more than one policyholder named on the **Schedule** any of them can amend the policy or make a claim and **We** may pay the claim to that person. If **You** want to remove a policyholder from the policy, **We** can only accept authority from that person, by a court order, or by the written agreement of that persons representative (if he or she has died).

General Exclusions

Guidance Notes

So far you have seen exclusions which are specific to each section or items of cover. The General Exclusions set out below apply to the whole of this insurance. They explain what is excluded under this contract of insurance.

THESE GENERAL EXCLUSIONS APPLY TO THE WHOLE OF THE INSURANCE

These exclusions apply to all sections of the policy. This policy does not cover:

1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not);
- Civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of terrorism, or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as an act or acts including, but not limited to:

- The use or threat of force and/or violence and/or;
- Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

Caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

The terrorism exclusion applies in respect of sections 1 to 5 of this policy.

3. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- Any action taken in controlling, preventing, suppressing or in any way relating to:
 - War; or
 - Terrorism;

As set out in items 1 and 2 above.

4. Radioactivity

Loss, damage or liability which involves:

- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- The radiation, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft traveling at or above the speed of sound.

6. Pollution or Contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- A sudden and unexpected accident which can be identified;
- Oil leaking from a domestic heating oil installation at the **Home**.

7. Deliberate or Criminal Acts

Any loss or damage:

- Deliberately caused by; or
- Arising from a criminal act caused by;

You or any person living with **You**.

8. Events Before the Cover Start Date

Loss, damage, injury or liability which occurred before the cover under this policy started.

Cancellation

Guidance Notes

You or we may cancel this insurance at any time. We set out below the circumstances under which we may cancel your insurance and the amount of premium you may be refunded. There are some circumstances where no premium refund will be given e.g. you do not tell us the truth or we reasonably suspect fraud.

To effect cancellation of **Your** policy, **You** should contact the firm that arranged **Your** insurance with **Us**.

Cancellation by You During the Cooling-off Period

This insurance provides **You** with a cooling-off period to decide whether **You** wish to continue with this insurance. The cooling-off period is for 14 days from the date **You** receive **Your** policy documentation.

If a period of less than 14 days has elapsed since **You** received **Your** policy documentation, and **You** have not made a claim, **You** have the right to cancel the policy and receive a refund of the premium **You** have paid:

- If at the date of cancellation **Your** policy has not yet commenced **You** will receive a full refund of the premium **You** have paid from **Us**; or
- If **Your** policy has already commenced, **You** will receive a refund of premium from **Us**, equivalent to the unexpired period of cover on a pro rata basis.

Cancellation by You – After the Cooling-off Period

You may cancel this policy by contacting the firm that arranged **Your** insurance with **Us**.

If **You** have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**, **You** will receive a refund of premium from **Us** equivalent to the unexpired period of cover on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your** policy **You** will not be entitled to a refund of premium.

If **You** are paying the annual premium by monthly instalments, no further premiums will be collected from **You** once the firm that arranged **Your** insurance with **Us** received notice of cancellation from **You**, provided there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**.

If **You** are cancelling the policy and there has been a claim or incident likely to result in a claim in the current **Period of Insurance** the full annual premium must be paid by **You**.

Cancellations will not be backdated.

Cancellation by Us – During and After the Cooling-off Period

We, or the **Administrator** can cancel this policy where there is a valid reason for doing so by giving **You** 7 days' notice in writing setting out the reason for cancellation. This will be sent to the last address **You** notified to **Us**.

Valid reasons include but are not limited to the following:

Cancellation by Us – Non-payment of Premium

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this policy by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. If **We** receive payment by the date set out in the letter **We** will take no further action. There will be no refund of premium if **Our** cancellation is the result of **Your** failure to pay the full premium.

Cancellation by Us – Where We Reasonably Suspect Fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires **You** to take reasonable care to provide complete and accurate answers to the questions **We** ask and sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if **Our** cancellation is the result of **Your** dishonesty or where **We** reasonably suspect fraud by **You**.

Where **Our** investigation provides evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out. **We** may also seek reimbursement of any claims monies paid by **Us** since the fraud was committed.

Cancellation by Us – For Your Non-compliance with Policy Terms and Conditions

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this policy by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. There will be no refund of premium if **Our** cancellation is the result of **Your** failure to comply with the policy terms and conditions e.g. **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We**, the **Administrator** or **Claims Service Provider** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests.

Cancellation by Us – Other Reasons

Where cancellation is effected by **Us**, the **Administrator** or the firm that arranged **Your** insurance with **Us** any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. Provided there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**, **We** will refund the premium relating to any unused portion of cover within the current **Period of Insurance** on a pro-rata basis.

Guidance Notes

Please note that any refund from us whether during or after the cooling off period may be subject to a further cancellation charge levied by the firm that arranged your insurance with us and/or the administrator. Any charges levied by them will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

What to do if You have a Complaint

We are dedicated to providing a high quality service and want to ensure **We** maintain this at all times. If **You** feel that **Ark** has not offered a first class service or if **You** have any questions or concerns about the **Policy** or the handling of a claim **You** should, in the first instance, contact the **Insurance Agent** through whom this insurance was placed or **Ark Insurance** direct at:

Head of Compliance
Ark Insurance
Oak House
Eastwood Business Village
Harry Weston Road
Coventry
CV3 2UB

If after contacting the above, **You** believe there is a reason to escalate the complaint **You** may contact the **Insurers** direct. Details on how to do this are detailed on **Your Schedule** of Insurance. The **Insurer** will investigate and provide a final written response as soon as possible but no later than two months of the complaint being made.

The **Insurer** will refer the matter initially to **Ark Insurance** or other such representative for a response which will be provided within two weeks from receipt of **Your** complaint.

If the matter is unresolved, the **Insurer** will further investigate and aim to conclude their enquiries and provide a final response within two months from the date the complaint was initially received.

If the **Insurer** is unable to provide a final response within two months, they will inform **You** about the cause of the delay and indicate when the investigation is likely to be complete.

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **You** are unhappy with the final response and **You** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **You** may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and **You** have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate **Your** complaint until **You** have received a final response letter or eight weeks has passed since **You** notified **Your** complaint.

Their contact details are:

Financial Ombudsman Service
Exchange Tower

London
E14 9SR

Website:

www.financial-ombudsman.org.uk

Email:

complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567 or 0300 123 9 123

The Financial Ombudsman Service decision is binding on **Us** but not **You**. The complaints procedure set out above does not affect **Your** right to take legal action against **Us**, the firm that arranged **Your** insurance with **Us**, or the **Administrator**.

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Channel Syndicate 2015 - Data Protection Short Form Information Notice

Your personal information notice

Who we are: We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

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

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

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

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

Other people's details you provide to us

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

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request. Please see: www.channel2015.com/privacy

Contacting us and your rights

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