



**Fortress Bedroom Rated  
Home Insurance Policy**

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# WELCOME TO FORTRESS HOME INSURANCE

## Fortress is a bedroom-rated Home and Contents Insurance policy underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited

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

The **Proposal Form** or **Statement of Fact** and declaration which **You** (or **Your** Agent completed with **You**) in paper or electronic format, forms part of this Contract.

**Your** schedule and any endorsements are all part of the policy and are to be read as one document. Any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Pages 3 to 5 of this policy booklet.

**We** will insure **You** against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

This cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when **We** state otherwise in the policy.

### Your cancellation rights

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

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

If **You** wish to cancel **Your** policy after 14 days, **You** will be entitled to a pro-rata return of premium (providing there have been no claims made) and will include an additional charge to cover the administrative cost of providing the policy. The details of this fee will be shown in the in our separate Initial Disclosure Document or Terms of Business.

To exercise **Your** right to cancel **Our** policy, please contact **Your** insurance adviser at the address shown on the documentation they have provided to **You**.

### IMPORTANT NOTE

#### PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS ALL YOUR REQUIREMENTS.

If **You** have any query about **Your** policy or cover please contact the Fortress Policy Administration Team: Millennium Insurance, Unit 3G Lacy Way, Lowfields Business Park, Elland, Yorkshire, HX5 9DB.

Telephone **0344 412 4151** or email [MIBFortress@Urisgroup.co.uk](mailto:MIBFortress@Urisgroup.co.uk)

PLEASE KEEP THIS POLICY IN A SAFE PLACE **YOU** MAY NEED TO REFER TO IT IF **YOU** MAKE A CLAIM.

All claims related queries should be sent to: Direct Group Property Services Limited, Fortress Claims Unit G2 Lacy Way, Lowfields Business Park, Elland, Yorkshire, HX5 9DB. **Tel 0344 412 4222**

### Changes We need to know about

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Acts to take care to:

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

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

Changes **We** expect **You** to tell **Your Policy Administrator** about include; If the **Maximum Claim Limits** become inadequate, a change of or unoccupancy of the property, criminal convictions (or cautions) of any of the persons included within the insurance.

**What is Insured**

These sections are each printed on a white background and gives detailed information on the insurance cover that is provided and any limits that apply to that item.

**What is not Insured**

These sections are all on a **grey** background to draw **Your** attention to what is **not included** in the scope of **Your** policy.

## DEFINITION OF TERMS

**We** have defined below words or phrases used throughout this policy. To avoid repeating these definitions please note that where these words or phrases appear in **bold** they have the precise meaning described below unless otherwise stated

### ACCIDENTAL DAMAGE

Sudden and unexpected damage caused by external means

### ACTIVITY SPORTS

Skis (including sticks and bindings), snowboards, water skis, sub-aqua equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering

### BEDROOM

A room used as or originally designed and built to be a **Bedroom** even if now used for another purpose.

### BUILDINGS

The **Home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic **outbuildings**, permanent swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **Home**.

### CLAIMS ADMINISTRATORS

Direct Group Property Services Limited, Direct House, Lacy Way, Lowfields Business Park Elland, HX5 9BD on behalf of the **Underwriters**.

### CONTENTS

#### WHAT IS COVERED AS **CONTENTS**

1. Household goods, Valuables and belongings, including **Money** up to £250 and **Credit Cards** up to £500 owned by, or the legal responsibility of **You** or a member of **Your Family** when in **Your Home**.
2. Tenant's fixtures and fittings for which **You** are responsible
3. Visitors' Personal Effects up to £1,000 when in **Your Home** unless otherwise insured.
4. **Home working equipment** and office furniture used by **You** or **Your Family** for business or professional purposes up to £5,000 when in **Your Home**, owned by, or the legal responsibility of **You** or a member of **Your Family**.

#### WHAT IS NOT **CONTENTS**

- Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Swimming pool covers.
- Pets and livestock.
- Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the **Home**.
- Property more specifically insured.
- Bonds, bills of exchange, promissory notes and securities for **Money**.
- Property or Stock used for Business or Trade purposes (other than **home working equipment**) when in **Your Home**.
- Plants, trees or any growing matter.
- Contact or corneal lenses unless specified

### COST OF REBUILDING

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

### CREDIT CARDS

Credit, Cheque, Debit, Charge or Cash Cards held for personal or charitable purposes

### EXCESS

The amount of each claim **You** have to pay. If **You** make a claim under more than one section for loss or damage which happens at the same time and by the same cause **We** will deduct only one **Excess**

Please note different excesses apply to different types of claim. Please check **Your** schedule

### FAMILY

**You**, **Your** domestic partner and other relations who permanently reside with **You**.

### GARAGE

A structure originally built for storing a motor vehicle or motor vehicles even if now used for another purpose.

### HOME

The house, bungalow or self contained flat/maisonette /apartment together with its garages and domestic **Outbuildings** at the address shown in the schedule, used for **Your** private residential purposes.

### HOMEWORKING EQUIPMENT

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.

## DEFINITION OF TERMS - continued

### INSURED PERSON / YOU / YOUR

The person(s) named in the schedule, their domestic partner(s) and members of their **Family**(ies) permanently living with him/her/them

### MAXIMUM CLAIM LIMIT

The most **We** will pay for any one claim under any section (or its extension) as shown in the schedule.

- The **maximum claim limit** for section 1 - **Buildings** is shown in **Your** schedule.
- The **maximum claim limit** for Section 2- **Contents** is shown in **Your** schedule.
- The most **We** will pay for any one claim for **Valuables** from **Your Home** is shown in **Your** schedule.

The limit shown in the **schedule** for **Valuables & Personal Belongings** applies within (not on top of) the **maximum claim limit** for section 2 - **Contents** shown in the schedule.

If the limits shown in **Your** schedule are insufficient, please contact **Your** insurance adviser or the **Policy Administrators**.

### MONEY

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

### OUTBUILDINGS

Unless **We** agree otherwise in writing, these are defined as sheds, greenhouses and other structures but do not include:

- **Garages;**
- carports or other structures that are open on one or more sides
- detached structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **Home**, unless **We** agree otherwise in writing.

### PEDAL CYCLE

Non-mechanically propelled Cycles, Tricycles, Tandems owned and used by **You** and **Your Family** for personal, social domestic and please use.

### PERIOD OF INSURANCE

The period of time for which the insurance is provided under this policy as set out in the schedule, and any further period for which the policy is renewed.

### PERSONAL BELONGINGS / PERSONAL EFFECTS

Clothing and personal items (including clothing, jewellery, watches, furs, binoculars, musical instruments, hearing aids, spectacles, photographic and amateur sports equipment), and other personal property which is designed to be worn, or carried on or about the person.

### POLICY ADMINISTRATORS-

Millennium Insurance, Unit G3 Lacy Lowfields Business Park, Elland, HX5 9BD Tel **0344 412 4151**

### PROPOSAL FORM and /or STATEMENT OF FACT

The **Statement of Fact** contains information **You** gave **Us** and any other information **You** gave **Us**. This includes information given by others on **Your** behalf.

### TERRORISM

For the purpose of the General Policy Exclusion (page 41) an act of **Terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### UNDERWRITERS / INSURERS / WE / US / OUR

UK General Insurance Ltd on behalf of Ageas Insurance Limited.

### UNFURNISHED

Without sufficient furniture and furnishings for normal living purposes.

### UNITED KINGDOM

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

## DEFINITION OF TERMS - continued

### **UNOCCUPIED**

Furnished but has not been lived in by **You** or **Your Family**, or any other person with **Your** permission, for more than 60 consecutive days, irrespective of when the un-occupancy began.

### **VALUABLES**

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **You** or **Your Family**.

The **Maximum Claim limit** for **Valuables** in **Your Home** is as shown on **Your** schedule except as otherwise agreed by endorsement added to **Your** schedule

## SECTION 1: BUILDINGS

See definitions Pages 4, 5 and 6

WHAT IS INSURED	WHAT IS NOT INSURED
Loss of or damage to the <b>Buildings</b> by the following causes:	<ul style="list-style-type: none"> <li>• The <b>Excess(es)</b> shown in <b>Your</b> schedule.</li> <li>• Wet or dry rot</li> <li>• Loss or damage due to any gradually operating cause.</li> </ul>
1. Fire, Smoke, Explosion, Lightning, Earthquake;	<ul style="list-style-type: none"> <li>• Any gradually operating cause</li> </ul>
2. Storm or Flood;	<ul style="list-style-type: none"> <li>• Loss or damage caused:               <ul style="list-style-type: none"> <li>(a) by frost, subsidence, heave or landslip;</li> <li>(b) to fences, gates and hedges.</li> </ul> </li> </ul>
3. Subsidence or Heave of the site beneath the Buildings, or landslip;	<ul style="list-style-type: none"> <li>• The first £1,000 of any amount payable in respect of each occurrence, or any other <b>Excess</b> for Subsidence shown in <b>Your</b> schedule.</li> <li>• Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the <b>Home</b> is damaged at the same time and by the same cause.</li> <li>• Damage caused by:               <ul style="list-style-type: none"> <li>(a) the normal settlement or bedding down of new structures;</li> <li>(b) the settlement or movement or made-up ground;</li> <li>(c) coastal or river erosion;</li> <li>(d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> </li> <li>• Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the <b>Home</b> are damaged at the same time and by the same cause.</li> <li>• Damage which originated prior to inception of this policy.</li> <li>• Damage resulting from:               <ul style="list-style-type: none"> <li>(i) demolition, construction, structural alteration or repair to the <b>Buildings</b>;</li> <li>(ii) ground works or excavation.</li> </ul> </li> <li>• Any loss or damage where compensation is provided by contract or legislation.</li> <li>• Damage caused by chemical reaction with any materials which form part of the <b>Buildings</b></li> </ul>



## SECTION 1: BUILDINGS

See definitions Pages 4, 5 and 6

WHAT IS INSURED	WHAT IS NOT INSURED
4. Riot, Civil Commotion, Strikes, Labour Disturbances;	<ul style="list-style-type: none"> <li>Loss or damage not reported to the Police within seven days</li> </ul>
5. Malicious Acts;	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>Loss or damage caused by <b>You</b> or <b>Your Family</b> or any person lawfully in <b>Your Home</b>.</li> </ul>
6. Escape of Water from, or freezing of water in a fixed water or heating installation, pipes, tanks or plumbed in domestic appliance;	<ul style="list-style-type: none"> <li>The <b>Excess</b> for Escape of Water claims as shown in <b>Your</b> schedule</li> <li>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>Repairs to tanks, pipes or appliances unless caused by freezing.</li> </ul>
7. Impact with the <b>Buildings</b> by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	<ul style="list-style-type: none"> <li>Loss or damage caused by domestic pets.</li> </ul>
8. Theft or attempted theft;	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>Loss or damage whilst the <b>Buildings</b> or any part of them are lent, let, sub-let or occupied by anyone other than <b>You</b> or <b>Your Family</b>, except where there is forcible and violent entry or exit.</li> <li>Loss or damage caused by any person lawfully in <b>Your Home</b>.</li> </ul>
9. Leakage of oil from any fixed heating installation;	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> </ul>
10. Falling trees or branches including The cost of the removal of the tree or branch causing damage to the <b>Buildings</b> by its fall	<ul style="list-style-type: none"> <li>Loss or damage to gates, hedges or fences.</li> <li>Cost of the removal of parts of trees remaining below ground</li> <li>Damage caused by felling, lopping, or topping of trees unless carried out by professional contractors</li> </ul>
11. Falling television or radio aerials, aerial fittings, satellite dishes or masts.	<ul style="list-style-type: none"> <li>Loss or damage to the aerials, aerial fittings, satellite dishes or masts themselves</li> </ul>

## SECTION 1: BUILDINGS

### Extensions included in Section 1

#### WHAT IS INSURED

##### A. Additional Fees and other Expenses

**We** will pay the costs necessarily incurred by **You** with **Our** written consent as a result of loss or damage by any of the Causes 1-11 of Section 1 of this policy for:

- (a) Architects, surveyors, legal and other fees;
- (b) the cost of clearing the site and making the **Buildings** safe;
- (c) the additional **Cost of Rebuilding** or repair of the damaged part of the **Buildings** solely to comply with any government or local authority requirements, unless **You** were given notice of the requirement before the loss or damage occurred.

##### B. Alternative Accommodation

If the **Home** is damaged and made unfit to live in as a result of loss or damage by any of the Causes 1-11 of Section 1 of this policy **We** will pay

- 1) up to 2 year's rent **You** are for paying or would have received until the **Home** is again habitable.
- 2) The reasonable extra accommodation costs, incurred with **Our** written consent, for
  - (a) **You, Your Family** and
  - (b) **Your** domestic pets

until the **Home** is again habitable.

##### C. Fixed Glass or Sanitary ware

**We** will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, skylights solar panels, or fixed sanitary ware in the **Buildings**, and ceramic hobs fixed to and forming part of the **Home**.

##### D. Underground Pipes and Cables

**We** will pay

- the cost of repair following **Accidental Damage** to cables, underground pipes or underground tanks all servicing the **Home** and for which **You** are legally responsible.
- Up to £1,000 for breaking into and repairing an underground pipe for which **You** are legally responsible and which services the **Home** where it is essential to clear a blockage.

#### WHAT IS NOT INSURED

- Fees for preparing any claim
- Costs for complying with any requirements **You** were notified of before the loss or damage.

- Costs incurred after the **Home** is fit to live in again or more than 24 months from the date **You** were forced to move out of **Your Home**.

- The **Excess** shown in **Your** schedule.
- Damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- Damage to ceramic hobs in movable cookers.
- Damage to secondary double glazing whilst removed for any reason.
- Malicious damage caused by **You, Your Family** or any person lawfully in **Your Home**.

- The **Excess** shown in **Your** schedule.
- Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.
- Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

## SECTION 1: BUILDINGS

### Extensions included in Section 1

#### WHAT IS INSURED

##### E. Your Liability to the Public as Property Owner

**We** will pay for damages and claimants' costs and expenses which **You** become legally liable to pay for accidental

- (a) death of, or bodily injury to or illness or disease of any person or
- (b) **Accidental Damage** to material property up to £2,000,000 in connection with
  - (a) any one claim or
  - (b) series of claimsmade against **You** arising out of any one event occurring during the period of insurance and incurred
  - (i) solely as owner (not as occupier) of the Home or the land belonging to the Home; or

##### Defective Premises Act

- (ii) in connection with any previous private residence which **You** owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that **You** had disposed of all legal title and interest at the time of such occurrence;

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

If **You** cancel, or do not renew, Section 1 of **Your** policy following the sale or disposal of **Your Home** the cover provided by paragraph (ii) for that **Home** will continue for seven years after this section expires.

##### F. Purchasers Interest

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

##### G. Trace and Access

**We** will pay up to £5,000 for the costs with **Our** written consent in locating the source of any damage resulting from the escape of water from fixed domestic water services of heating installations including the cost of subsequent repairs to walls, floors or ceilings.

#### WHAT IS NOT INSURED

- Liability arising directly or indirectly from:
  - a) Any profession, business or employment;
  - b) The use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);
  - c) Any agreement unless **You** would have been liable had the agreement not been made;
  - d) Death, injury, illness or disease of any member of **Your Family** or a domestic employee.
  - e) Loss or damage to property owned, occupied or in the custody or control of **You, Your Family** or any domestic employee.
  
- Liability:
  - a) Arising more than seven years after the expiry or cancellation of Section 1 of this policy;
  - b) if **You** are insured under a more recently effected or current policy.

- Loss or damage to the heating or water system.

## SECTION 1: BUILDINGS

### Extensions included in Section 1

WHAT IS INSURED	WHAT IS NOT INSURED
<p><b>H. Emergency Access</b> <b>We</b> will provide cover for damage to the <b>Home</b> caused by forced access by the fire, police or ambulance services as a result of an emergency.</p>	
<p><b>I. Door Locks</b> <b>We</b> will pay up to £250 in respect of replacement locks for external doors to the <b>Buildings</b> if <b>Your</b> keys are stolen or lost.</p>	<ul style="list-style-type: none"><li>• Thefts not reported to the Police.</li></ul>

## SECTION 1: BUILDINGS

### Optional extension you can choose to add to Section 1

This cover does not apply unless **Your** schedule states that **Accidental Damage** is included

#### WHAT IS INSURED

##### Accidental Damage to the Buildings

#### WHAT IS NOT INSURED

- The **Excess** shown in **Your** schedule
- Damage whilst the **Buildings** or any part of them are lent, let, or sub-let, or are left **Unoccupied** or **Unfurnished**.
- Damage caused by:
  - (i) faulty workmanship, defective design, or the use of defective materials;
  - (ii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and vermin;
  - (iii) domestic pets;
  - (iv) movement, settlement or shrinkage in any part of the **Buildings**;
  - (v) movement of the land belonging to the **Buildings**;
  - (vi) demolition or structural alteration or repair.
- Any destruction or damage otherwise shown as not insured under Section 1 of this policy.
- Market depreciation, the cost of maintenance and redecoration.
- The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.
- altering, washing, cleaning, restoring, maintaining, dismantling or misusing the **Buildings**

## SECTION 1: BUILDINGS

### Basis of Claims Settlement

- (a) **We** will pay up to the **Maximum Claim Limit** for **Buildings** as shown in **Your** schedule for the **Cost of Rebuilding**, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under Section 1 of this policy.
- (b) If the **Buildings** are not rebuilt or repaired, **We** will pay (at **Our** option) the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.
- (c) If at the time of any loss or damage the **Maximum Claim Limit** is less than the **Cost of Rebuilding**, **We** will pay the cost of repair or replacement less a deduction for wear and tear.
- (d) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

### Automatic Reinstatement

**We** will not automatically reduce the **Maximum Claim Limit** by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

### Guaranteed Rebuilding Costs

**We** will pay, subject to the terms conditions and exclusions of Section 1, such additional sums as are necessary to fully complete the reinstatement of the **Buildings** should the **Maximum Claim Limit** for building prove inadequate.

### Provided that:

1. The rebuilding value used to calculate the premium at the inception of this insurance was based upon the tables provided by **Us** which are in turn based on professional valuations recommended by the Royal Institution of Chartered Surveyors (or an alternative professional body approved by **Us**) for the cost of fully reinstating the Building as described by **You** in **Your** application based on :
  - post code location,
  - type of **Home** and construction materials used
  - the date built
  - number of **Bedrooms** and
  - any other features advised to **Us**
2. The **Maximum Claims Limit** used resulting from this initial rebuilding valuation has been continually reviewed in accordance with changes in professional recommended rebuilding values.
3. Any alterations or additions which materially affect the reinstatement cost of the **Buildings** since inception of this insurance such as an extension or any building works have been notified to **Us** and the Rebuilding Value used adjusted accordingly.
4. In **Our** opinion it is possible to effect economic repair or reinstatement of the **Buildings**.

### When Buildings Cover starts for new mortgage borrowers

If **you** choose **Buildings** Insurance under Section 1, at the time of taking out a new mortgage with a UK lender, **Buildings** cover will be provided during the period between exchange of contracts (conclusion of missives in Scotland) or offer, whichever is later, and your mortgage completion date, provided the **Buildings** are not otherwise insured. This cover is automatically provided at no extra charge.

The terms and conditions of the cover provided during this period will be the same as those which apply after completion of your mortgage.

## SECTION 2: CONTENTS

See definitions Pages 4, 5 and 6

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Loss of or damage to the <b>Contents</b> by the following causes:</p>	<ul style="list-style-type: none"> <li>• The <b>Excess</b> shown in <b>your</b> schedule.</li> <li>• Loss or damage due to any gradually operating cause.</li> </ul>
<p>1. Fire, Smoke, Explosion, Lighting, Earthquake;</p>	<ul style="list-style-type: none"> <li>• Any gradually operating cause.</li> </ul>
<p>2. Storm or Flood;</p>	<ul style="list-style-type: none"> <li>• Loss or damage to property in the open.</li> </ul>
<p>3. Subsidence or Heave of the site beneath the <b>Buildings</b>, or landslip;</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused by:               <ul style="list-style-type: none"> <li>(a) the normal settlement or bedding down of new structures;</li> <li>(b) the settlement or movement or made-up ground;</li> <li>(c) coastal or river erosion;</li> <li>(d) defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> </li> <li>• Damage resulting from:               <ul style="list-style-type: none"> <li>(i) demolition, construction, structural alteration or repair to the <b>Buildings</b>;</li> <li>(ii) ground works or excavation.</li> </ul> </li> </ul>
<p>4. Riot, Civil Commotion, Strikes, Labour Disturbances;</p>	<ul style="list-style-type: none"> <li>• Loss or damage not reported to the Police within seven days</li> <li>• Loss or damage to food in freezers and/or refrigerators caused by failure of the electricity supply as a direct or indirect result of a deliberate act including strikes by the supply authority and/or their employees</li> <li>• Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b></li> <li>• Loss or damage caused by <b>You</b> or <b>Your Family</b> or any person lawfully in <b>Your Home</b></li> </ul>
<p>5. Malicious Acts;</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>• Loss or damage caused by <b>You</b> or <b>Your Family</b> or any person lawfully in <b>Your Home</b>.</li> </ul>
<p>6. Escape of water from a fixed water or heating installation or plumbed in domestic appliance or water bed or fish tank;</p>	<ul style="list-style-type: none"> <li>• The <b>Excess</b> for Escape of Water claims as shown in <b>Your</b> schedule</li> <li>• Damage to the installation or appliance from which the water escapes.</li> <li>• Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> </ul>

## SECTION 2: CONTENTS

See definitions Pages 4, 5 and 6

WHAT IS INSURED	WHAT IS NOT INSURED
7. Impact by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	<ul style="list-style-type: none"> <li>Loss or damage caused by domestic animals.</li> </ul>
8. Theft or attempted theft;	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>Loss or damage caused by any person lawfully in <b>Your Home</b>.</li> <li>Loss or damage whilst the <b>Buildings</b> or any part of them are lent, let, sub-let or occupied by anyone other than <b>You</b> or <b>Your Family</b>, unless involving entry to or exit from the home by forcible and violent means or entry by deception</li> <li>Theft by deception unless deception is used solely as a means to enter the <b>Home</b></li> <li>Theft of Personal <b>Money</b> unless involving entry to or exit from the <b>Home</b> by forcible and violent means or entry by deception</li> <li>In respect of self-contained flats theft of property in any common parts of the building to which any other tenants have right of access, unless involving entry to or exit from the building by forcible and violent means</li> <li>Loss or damage to <b>Contents</b> contained in <b>Outbuildings</b> or detached <b>Garages</b>, unless forcible and violent means are used to gain entry or exit.</li> <li>Any amount exceeding £1,500 from detached <b>Outbuildings</b> including <b>Garages</b></li> </ul>
9. Leakage of oil from any fixed heating installation;	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>Damage to the appliance from which the oil escapes.</li> </ul>
10. Falling trees or branches;	<ul style="list-style-type: none"> <li>Loss or damage arising from felling, lopping or topping of trees.</li> </ul>
11. Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> <li>Loss or damage arising from erection, dismantling, repair or maintenance.</li> </ul>



## SECTION 2: CONTENTS

### Extensions included in Section 2: Contents

#### WHAT IS INSURED

##### A. Temporary Removal Of Contents

**We** will pay for **Contents** lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the **Home** but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands,

- a) up to £2,500 per student in respect of **Contents** whilst a student member of **Your Family** lives in university halls of residence or in student accommodation
- b) up to £5,000 in total

##### B. Alternative Accommodation

If the **Home** is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 2 of this policy **We** will pay

- 1) up to 2 years rent **You** are for paying as the occupier until the **Home** is again habitable.
- 2) the reasonable extra accommodation costs, incurred with **Our** written consent, for
  - a) **You, Your Family** and
  - b) **Your** domestic pets

until the **Home** is again habitable.

##### C. Deep Freezer Contents

**We** will pay up to the **Maximum Claim Limit** as shown on **Your** schedule for food in a domestic deep freezer in the **Home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

##### D. Mirrors and Glass

**We** will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.

#### WHAT IS NOT INSURED

- The **Excess** shown in **Your** schedule
  - A £250 **Excess** in respect of **Contents** whilst in university halls of residence or in student accommodation
  - Loss or damage in a furniture depository
  - Loss or damage caused by storm or flood to property not in a building
  - Loss or damage by theft unless involving forcible and or violent means, or deception is used to gain entry to
    - a) a building or
    - b) in the case of halls of residence or student accommodation, a locked room.
- 
- Costs incurred after the **Home** is fit to live in again or more than 24 months from the date **You** were forced to move out of **Your Home**.
- 
- The **Excess** shown in **Your** schedule.
  - Loss due to the deliberate act of the supply authority.
  - Loss if the freezer is more than 10 years old at the date of the loss.
- 
- The **Excess** shown in **Your** schedule.
  - Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
  - Malicious damage caused by **You, Your Family**, or any person lawfully in **Your Home**.
  - Damage to ceramic hobs fixed to and forming part of the **Home**.

## SECTION 2: CONTENTS

### Extensions to Section 2 continued

#### WHAT IS INSURED

##### E. Audio and Audio Visual Equipment

**Accidental Damage** to:

- (i) Televisions;
- (ii) audio equipment;
- (iii) video recorders;
- (iv) CD / Blu ray players;
- (v) Satellite receivers and dishes
- (vi) computer equipment;
- (vii) Games consoles

which are owned by **You** or **Your** family, or for which **You** are legally responsible.

##### F. Tenants Liability

(applicable if the **Buildings** are rented)

Any amount which **You** become legally liable to pay as a tenant, and not as an owner of the **Buildings** up to 20% of the **Maximum Claims Limit** for **Contents** shown in the schedule in respect of:

- (a) damage to the **Buildings** by any of the causes 1-11 of section 1 of this policy.
- (b) Accidental breakage and damage as described in section 1 : **Buildings**  
Extensions C and D included in this policy.

##### G. Contents in the Garden

**We** will pay up to £500 for loss or damage to by causes 1-11 of section 2 for **Contents** in the open within the boundaries of **Your Home**. This includes flowers, plants, shrubs or trees in pots or containers.

##### H. Door Locks

**We** will pay up to £250 in respect of replacement locks for external doors and alarms to the **Buildings** if **Your** keys are stolen or lost.

#### WHAT IS NOT INSURED

- The **Excess** shown in **Your** schedule.
- Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.
- Damage to records, tapes, discs or computer software.
- Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.
- Damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- Wear and tear and depreciation.
- Malicious damage by **You**, **Your Family** or any person lawfully in **Your Home**.
- Loss or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date of time

- Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- Malicious Damage, theft or attempted theft, caused by **You**, **Your Family** or any other person lawfully in **Your Home**.

- The **Excess** shown in **Your** schedule.
- Flowers, plants, shrubs, trees and any growing matter not in pots or containers.
- Loss or damage caused after **Buildings** have been left **Unoccupied** or **Unfurnished**.

- The **Excess** shown in **Your** schedule.
- Thefts not reported to the Police.

## SECTION 2: CONTENTS

### Extensions to Section 2 continued

#### WHAT IS INSURED

##### I. Loss of Oil and Metered Water

**We** will pay up to £1,000 for:

- (i) the cost of oil lost from domestic heating installation following **Accidental Damage** to any part of the domestic heating installation;
- (ii) additional metered water charges incurred by **You** and resulting from any of the causes 1-11 of section 2 of this policy.

##### J. Reinstatement of Title Deeds

**We** will pay up to £1,000 in respect of the replacement of title deeds to **Your Home** if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in **Your Home** or lodged with **Your** Solicitor, Bank or Building Society.

##### K. Public and Personal Liability as Occupier

**We** will pay for damages and claimants' costs and expenses which **You** or any member of **Your Family** become legally liable to pay for accidental

- a) death of, or bodily injury to or illness or disease of any person or
- b) **Accidental Damage** to material property up to £2,000,000 in connection with
  - a) any one claim or
  - b) series of claims

made against **You** or a member of **Your Family** arising out of any one event, occurring during the period of insurance and incurred

- (i) solely as occupiers, (but not owners) of the **Home** or the land belonging to the **Home**; or
- (ii) in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.

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

#### WHAT IS NOT INSURED

- The **Excess** shown in **Your** schedule.
- Loss otherwise shown as not insured under section 2 of this policy.
- Loss if the **Buildings** have been left **Unoccupied** or **Unfurnished**.

- The **Excess** shown in **Your** schedule.
- Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.

- Death, bodily injury, illness, disease to any member of **Your Family** or domestic employee.
- Loss of damage to property owned by, or in the custody or control of, **You** or any member of **Your Family** or any person permanently residing with **You**.
- Liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**.
- Liability arising directly or indirectly as a consequence of any criminal act by **You** or any member of **Your Family**.
- Any agreement unless **You** would have been liable had the agreement not been made.
- The ownership, use or possession of any:
  - (i) lift, caravan, aircraft or watercraft including jet-skis (other than the hand propelled watercraft);
  - (ii) mechanically propelled or assisted vehicle (other than domestic gardening machinery);
  - (iii) animals except domestic pets other than those listed in the Dangerous Dogs Act 1991;
  - (iv) firearms, other than properly licensed shotguns.
- Any profession, business or employment.
- Any claim or other proceedings against **You** or **Your** family lodged or prosecuted in a court outside the **United Kingdom**.

## SECTION 2: CONTENTS

### Extensions to Section 2 continued

#### WHAT IS INSURED

##### L. Reverse Liability

**We** will pay all sums which **You** have been awarded in any **Court** in Great Britain, Northern Ireland, the Isle of Man or the Channel islands and which have not been paid within three months of the award provided that:

- (i) if the position of **You** and the responsible party had been reversed, **You** would have been entitled to indemnity under Extension K, subject to the **Maximum Claim Limit** under section K;
- (ii) the liability giving rise to the Court award occurs during the period of insurance;
- (iii) **You** agree to allow **Us** to enforce any rights or remedies which **We** will become entitled to upon making payment.

##### M. Accidents to Domestic Employees

**We** will pay for damages and claimants' costs and expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental

- a) death of or
- b) bodily injury to or
- c) illness or disease of  
any domestic employee up to £5,000,000 in connection with
  - a) any one claim or
  - b) series of claims

made against **You** or **Your Family** arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands

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

##### N. Fatal Accident

**We** will pay £5,000 if **You** or **Your** partner dies, either separately or together, as a result of an injury in the **Home** caused by fire or an assault by intruders, within 90 days of the incident.

#### WHAT IS NOT INSURED

- Any amount whilst any appeal is pending.
- Liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**.
- Any agreement unless **You** would have been liable had the agreement not been made.
- Any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the United Kingdom
- Liability arising from any business or profession
- Liability for death of, bodily injury to, or illness or disease of any member of **Your Family**
- Liability for which compulsory insurance or security is required by any road traffic legislation.

## SECTION 2: CONTENTS

### Extensions to Section 2 continued

#### WHAT IS INSURED

##### O. Household Removals

**Accidental Damage to Contents** whilst in transit by professional removal contractors from the **Home** to **Your** new permanent **Home** within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.

##### Weddings, Birthdays and Religious Festivals

The **Maximum Claims Limit** shown in the schedule for **Contents** in the **Home** will be automatically increased by £5,000

- during the month of any religious festival or celebration
- for 30 days before and after **Your** wedding day; and
- for 7 days after **Your** birthday;

to cover wedding, birthday or other gifts purchased for members of **Your Family**

##### Shopping in Transit

**We** will pay up to £250 for loss or damage to food and domestic purchases whilst being transported by **You** from the shops to **Your Home**.

#### WHAT IS NOT INSURED

- (i) The **Excess** shown in **Your** schedule.
- (ii) **Valuables** and **Money**.
- (iii) Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.
- (iv) Any loss or damage not notified to the removal contractors within 7 days of the removal to **Your** new permanent **Home**.

The **Excess** shown in **Your Schedule**.

- Theft from unattended road vehicles, unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle

## SECTION 2: CONTENTS

### Optional extensions you can add to Section 2

This cover does not apply unless the schedule states that **Accidental Damage** is included

#### WHAT IS INSURED

- A. **Accidental Damage to Contents** when in **Your Home**.

#### WHAT IS NOT INSURED

- (a) The **Excess** shown in **Your** schedule
  - (b) Clothing (including furs), Personal Effects, **Money**, **Credit Cards**, contact or corneal lenses, and food.
  - (c) Loss or damage if the **Buildings** are lent, let or sub-let in whole or in part, or are left **Unoccupied** or **Unfurnished**.
  - (d) Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration;
  - (e) Damage caused by domestic pets;
  - (f) Damage caused by mechanical or electrical fault or breakdown or misuse;
  - (g) Damage arising from depreciation or consequential loss;
  - (h) Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured.
  - (i) Confiscation or detention.
-

## SECTION 2: CONTENTS

### Basis of Claims Settlement

- (a) **We** will pay up to the **Maximum Claims Limit** for **Contents** shown in **Your** schedule for the full cost of replacing as new (or at **Our** option **We** will replace as new) reinstating or repairing the lost or damaged **Contents** with a deduction for wear and tear made only in respect of clothing, household linen and **Pedal Cycles**.
- (b) The maximum amount **We** will pay in respect of any one loss for **Valuables** in the **Home** is £15,000, except as otherwise agreed by any endorsement shown to **Your** schedule.
- (c) The maximum amount **We** will pay for any **Valuable item** is £2,000, or **Pedal Cycle** is £500 unless specifically insured.
- (d) The maximum amount that **We** will pay in respect of any one loss under section 2 of this policy is the **Maximum Claim Limit** for **Contents** stated in the schedule for section 2.
- (e) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for wear and tear for clothing, household linen and **Pedal Cycles**, is greater than the **Maximum Claims Limit** for **Contents** shown in the schedule, **We** will pay only that proportion of the loss which the **Maximum Claim Limit** bears to the true replacement cost.
- (f) **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- (g) In the event of a claim under this policy **We** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- (h) In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

### Automatic Reinstatement

The **Maximum Claim Limit** for **Contents** shown in the schedule will not be reduced by the amount of any claim unless **We** give written notice to the contrary.

## SECTION 3: PERSONAL POSSESSIONS AWAY FROM HOME

See definitions Pages 4, 5 and 6

**Part A: & Part B:** cover is provided within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 90 days in any one period of insurance.

### Part A: Unspecified Articles, Personal Money, Credit Cards and Pedal Cycles

#### WHAT IS INSURED

##### Accidental loss or damage to Unspecified Articles comprising:

- (i) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable **Personal Effects** (except sports equipment, guns and mobile telephones)

All up to a limit of £2000 for any one item;

- (ii) Sports equipment, including sporting guns and wearing apparel used for amateur sports purposes

up to a limit of £2,000 any one loss;

- (iii) Mobile telephones

up to £250 any one item and any one loss;

- (iv) **Money** and **Credit Cards**.

##### Loss of Personal **Money** belonging to **You** or **Your Family**

up to £250 any one loss.

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

#### WHAT IS NOT INSURED

- The **Excess** shown in **Your** schedule
- Any loss or damage to contact or corneal lenses.
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- Documents or securities.
- Household goods, foodstuffs and domestic appliances.
- Property more specifically insured.
- Sports equipment whilst in use.
- **Activity Sports** equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering
- Collections of stamps, coins and medals.
- Televisions, audio and audio visual equipment.
- Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- Tools or instruments used or held for business or professional purposes.
- Loss or damage listed under exclusions to section 3 on Page 24.
- The **Excess** shown in **Your** schedule.
- Depreciation in the value of **Money**.
- Loss of **Money** caused by accounting errors or omissions.
- Loss of **Money** not reported to the Police within 24 hours of discovery of loss.
- Loss of **Money** held for business or professional purposes.



## SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME

### Part A: Unspecified Articles, Personal Money, Credit Cards and Pedal Cycles (continued)

WHAT IS INSURED	WHAT IS NOT INSURED
<p><b>Your</b> liability under the terms of the Personal <b>Credit Cards</b> including Cheque, Debit, Charge or Cash Cards, issued in the British Isles to <b>You</b> or <b>Your Family</b>, up to a maximum of £500 any one loss.</p>	<ul style="list-style-type: none"><li>• The <b>Excess</b> shown in the schedule.</li><li>• Any loss unless the terms and conditions under which the card is issued have been fulfilled.</li><li>• Losses not reported to the Police within 24 hours of discovery of loss.</li><li>• Any loss as a result of unauthorised use by a member of <b>Your Family</b> or a person residing with <b>You</b>.</li><li>• Loss listed under 'What is not insured' in section 3 on Page 24</li><li>• Loss caused by accounting errors or omissions.</li><li>• Depreciation in value.</li></ul>
<p><b>Unspecified Pedal Cycles</b></p> <p>Accidental loss or damage to <b>Pedal Cycles</b> owned by <b>You</b> or <b>Your Family</b> up to £500 per cycle (unless specified on <b>Your</b> schedule).</p>	<ul style="list-style-type: none"><li>• The <b>Excess</b> shown in the schedule.</li><li>• Loss or damage listed under 'What is not insured' by section 3 on Page 24</li><li>• Loss or damage while being used for track racing or business purposes</li><li>• Theft while away from the <b>Home</b> unless in a building or securely locked to an immovable object</li><li>• Loss of or damage to accessories unless caused by an accident to the <b>Pedal Cycle</b> or unless the <b>Pedal Cycle</b> is stolen or destroyed by fire at the same time</li></ul>

## SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME

### Part B: Specified Articles

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Loss or damage to articles specified and listed in <b>Your</b> schedule which have been accepted by <b>Us</b> and where evidence of value has been submitted.</p>	<ul style="list-style-type: none"><li>• The <b>Excess</b> shown in the schedule</li><li>• Loss or damage listed under 'What is not insured' for unspecified Items part A section 3.</li><li>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</li><li>• Sports equipment while in use.</li><li>• Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.</li></ul>

## SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME

### Basis Of Claims Settlement

- (a) **We** will pay up to the selected Sum Insured (subject to any **Maximum Claims Limit**) shown in **Your** schedule for the cost of replacing as new (or at **Our** option **We** will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **Pedal Cycles**.
- (b) In the event of loss or damage to any article forming part of a pair or set, **We** will not pay more than the value of the individual article lost or damaged.
- (c) In the event of a claim under this policy **We** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.  
  
In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- (d) In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **We** will pay for any one loss is £100 in respect of these items.

### What is not insured by Section 3

- (a) Electrical, electronic or mechanical breakdown or derangement.
- (b) Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- (c) Damage to watches and clocks caused by over winding.
- (d) Loss of or damage:
  - (i) by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
  - (ii) to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **You** or a member of **Your Family**);
  - (iii) arising from confiscation or detention by Customs or other officials;
  - (iv) to musical instruments in respect of loss of tone or replacement of strings or drum skins.
- (e) Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- (f) Theft of unattended **Pedal Cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- (g) Loss or damage
  - (i) to any **Pedal Cycles** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
  - (ii) to tyres and accessories of any **Pedal Cycles** unless the **Pedal Cycle** is lost or damaged at the same time.

## SECTION 4: LEGAL PROTECTION

The insurance provided in this Section is arranged by Legal Insurance Management Limited on behalf of the Insurer.

### Definitions specific to this section

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

#### Agent

The **Agent** appointed by Fortress to transact this Insurance with **You**.

#### Aspect Enquiry

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

#### Authorised Professional

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

#### Claim Limits

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the **Schedule**.

#### Court

A court tribunal or other competent authority.

#### Credit Reference Agency

Equifax, Experian, and Call Credit.

#### Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

#### Excess

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

#### Home

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

#### Identity Theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

#### Indirect Losses

Losses or damage which is not directly associated with the incident that caused **You** to claim, unless expressly stated in this policy.

#### Insured Person

- a) The Policyholder named in the **Schedule**.
- b) The husband or wife of the Policyholder, or the Policyholders partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c) The Policyholders children and parents, normally resident in the **Home**.

#### Insurers

UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

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

**Legal Proceedings**

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

**Payment Card**

Bank, charge, cheque, credit, debit, and cash dispenser cards.

**Period of Insurance**

The **Period of Insurance** shown in the **Schedule**.

**Policyholder, You, Your**

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

**Professional Fees**

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

**Schedule**

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

**Standard Professional Fees**

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

**Territorial Limits**

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

**Time of Occurrence**

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

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

**We, Us, Our**

Ageas Insurance Limited and/or Legal Insurance Management Ltd, Fortress, Millennium, the Authorised Professional.

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

**Online Access to Legal Resources Database**

Free unlimited access to our comprehensive library of commercial and personal legal information (including employment, health & safety and property matters) is available to you at [www.legalhelpline.irwinmitchell.com](http://www.legalhelpline.irwinmitchell.com)

You should enter Scheme Code reference **LIM04** to access the site.

Please note that you will be required to register your personal details the first time to use this service.

## MAKING A CLAIM: SECTION 4 LEGAL PROTECTION

All potential claims must initially be reported to the Claims Helpline Service, which operates 24 hours a day, 365 days a year in respect of the Legal Helpline and the hours of 09.00 – 17.00 Monday to Friday (excluding Bank Holidays) for the Tax and ID Theft Helpline.

The Legal Helpline claims telephone number is	0344 800 0128.
The Tax Helpline telephone number is	01455 852034.
The Tax Claims Notification Helpline telephone number is	01384 377000.
The ID Theft Helpline Claims Telephone number is	01384 397757.

Please quote LIM Reference **LES/700/1087**

This section is provided on a 'Claims Made' basis, which only provides cover for claims notified to **Us** during the **Period of Insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead **Us** to decline that claim.

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

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

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

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

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

- \* If **Legal Proceedings** have been agreed by **Us** **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own Professional **We** must agree this in advance and **You** will be responsible for any Professional Fees in excess of those which **Our** own specialists would normally charge **Us** (details are available upon request).
- \* At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.
- \* In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the insurer.

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

## SECTION 4: LEGAL PROTECTION

This Section is provided by Legal Insurance Management Limited

### What is covered

We will pay You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claim Limits subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event and the premium has been paid.

For all insured incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want Us to appeal.

Before We pay the Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

We will only pay the Legal Costs and Accountant's Costs charged by the Authorised Professional appointed by Us.

### Claim Limits

The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance is £50,000.

## Insured Incidents

### Personal Injury

#### WHAT IS INSURED

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

#### WHAT IS NOT INSURED

Excluding:-

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

### Consumer Disputes

#### WHAT IS INSURED

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

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

#### WHAT IS NOT INSURED

Excluding: -

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

### Claims within Small Claims Court Limits

The payment of appropriate experts and Court fees together with assistance provided by Our own in-house legal advisors to construct Your case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.

### Claims above Small Claims Court Limits

The payment of Professional Fees incurred by the Authorised Professional appointed by Us.

## Insured Incidents cover- continued

### Home Rights

#### WHAT IS INSURED

The pursuit of civil claims: -

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

#### WHAT IS NOT INSURED

Excluding

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

### Taxation

#### WHAT IS INSURED?

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

#### WHAT IS NOT INSURED?

Excluding **Professional Fees** arising:-

1. **Aspect Enquiries** less than £100;
2. where the investigation or enquiry had commenced before the first **Period of Insurance** or the **Insured Person** should have realised that a claim might occur.
3. from investigation or enquiry by or transfer to the Special Compliance Office.
4. as a result of a false or misleading statement or representation to the HM Revenue & Customs.
5. from deficiencies in books, records, accounts or returns including the costs of repairing a return.
6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.

### Employment

#### WHAT IS INSURED?

A dispute with an **Insured Person's** employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.

#### WHAT IS NOT INSURED?

Excluding:-

situations where the dispute arises within the first 90 days of the first **Period of Insurance** unless **You** can provide evidence that **You** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover.

## Insured Incidents cover- continued

### Criminal Prosecution Defence

#### WHAT IS INSURED?

**Professional Fees** incurred in the defence of criminal **Legal Proceedings** brought against a **Insured Person** as a result of any act or omission or alleged act or omission, including:-

#### Police Station Representation

**Professional Fees** incurred in representing an **Insured Person** at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.

#### Magistrates Court Representation

**Professional Fees** incurred in representing an **Insured Person** at a Magistrates Court.

#### Crown Court Representation

A sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme.

#### WHAT IS NOT INSURED?

Excluding:-

1. the defence of any offence of deliberate and wilful criminal acts or omissions.
2. any matter where the **Authorised Professional** assesses that reasonable prospects of success do not exist.
3. any offence relating to a motor bike / vehicle.
4. **Professional Fees** required to be paid by an **Insured Person** in excess of the pre conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.
5. Assessed income based contributions payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme which exceed the **claim limit**.
6. Any **Professional Fees** where the **Insured Person** fails to:
  - a) apply for a Representation Order under the Crown Court Means Testing scheme.
  - b) submit any required information under the Crown Court Means Testing scheme.
  - c) comply with the terms of the Representation Order.
  - d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.
7. The defence of any action, enforcement, or recovery of sums payable against an **Insured Person** under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.



## Insured Incidents cover- continued

### Education

#### WHAT IS INSURED?

Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the **Insured Person's** child or children at the state school of their preference, subject to a **claim limit** of £5,000 any one claim.

#### WHAT IS NOT INSURED?

Excluding claims:-

1. arising where acceptance at the school involves examinations or other selection criteria.
2. involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA.
3. arising prior to the submission of an application to the school or LEA.
4. arising where the LEA's refusal occurred within the first 6 months of the first **Period of Insurance**.
5. where the procedure for appealing against the decision to refuse a place at the school has not been followed.
6. where the child has been expelled, suspended or permanently excluded from another school.
7. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5<sup>th</sup> birthday.

### Probate

#### WHAT IS INSURED

The pursuit of claims by the **Insured Person** in respect of a probate dispute involving the will of the **Insured Person's** parents, grandparents, children, step-children or adopted children.

#### WHAT IS NOT INSURED

Excluding:-

any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).

### Identity Theft

#### WHAT IS INSURED?

Following an Event of **Identify Theft**:

1. reasonable Legal Expenses and ancillary costs incurred:
  - a) to defend a claim from a financial institution, merchants or their collection agencies;
  - b) for the removal of any criminal or civil judgments wrongly entered against the **Insured Person**;
  - c) challenging the accuracy or completeness of any information in a **Credit Reference Agency** report; and
  - d) to create documents needed to prove the **Insured Person's** innocence in terms of any financial irregularities committed unlawfully;
2. postal and phone costs the **Insured Person** has to pay in dealing with financial institutions, the Police and **Credit Reference Agencies** to report or discuss an actual **Identity Theft**.
3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information.
4. the **Insured Person's** lost earnings as a result of time away from work to see the Police, financial institutions or **Credit Reference Agencies** to report or discuss an actual **Identity Theft**.

The **Events** above must be as a result of an actual **Identity Theft**.

#### WHAT IS NOT INSURED?

Excluding:-

1. Any **Identity Theft** connected with **Your** business, profession, or occupation.
2. Any legal action where the **Insured Person** does not have a reasonable prospect of success.
3. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an **Insured Person**, or any other person acting in collusion with an **Insured Person**.
4. Any **Indirect Losses** other than as identified above.

## Insured Incidents cover- continued

Jury Service Expenses	
WHAT IS INSURED?	WHAT IS NOT INSURED?
The actual loss of the salary or wages of an <b>Insured Person</b> for the time off work to attend a <b>Court</b> for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant Court.	Excluding:- the first 5 days of such service.

### Identity Theft : Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If an **Insured Person** discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the **Insured Person** must:

1. contact the **Identity Theft** helpline on **01384 397757**.
2. make sure that they have their address history for the last 6 years.
3. file a police report within 12 hours of discovering the **Identity Theft**.
4. let their financial institutions, Payment Card company (ies) and all other accounts know of the **Identity Theft** within 12 hours of discovering the **Identity Theft**.
5. fill out and return any claim forms including an authorisation for **Us** to obtain records and other necessary information, if these are applicable,
6. send **Us** proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary.
7. immediately send **Us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered.
8. take all reasonable action to prevent further damage to their identity.

#### Identity Theft Claims Process

The **Insured Person** must contact the **Identify Theft helpline on 01384 397757** quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **Us** to decline the claim.

**We** will give the **Insured Person** a dedicated case manager who will assist them in identifying the extent of their problem. They will offer advice, guidance and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the **Insured Person** access by phone to repair their credit file or files following an **Identity Theft**.

**We** will personalise documents on the **Insured Person's** behalf and post these to them for signing and sending on to the relevant organisations.

This service is available Monday to Friday from 9am to 5pm excluding Bank Holidays. Outside of these hours, You should visit [www.legalim.co.uk/idtheft](http://www.legalim.co.uk/idtheft) where you will be able to understand what action You should immediately take, useful contact points and register a claim with us.

## SECTION 4: LEGAL PROTECTION EXCLUSIONS

### This Section is provided by Legal Insurance Management Limited

This insurance does not cover:

1. **Professional Fees** incurred:-
  - a) in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the insurance;
  - b) where the **Insured Person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before **Our** written acceptance of a claim;
  - d) before **Our** approval or beyond those for which **We** have given **Our** approval;
  - e) where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**;
  - f) where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case;
  - g) if **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional**, withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**;
- h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
- i) in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice;
2. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the **Authorised Professional**;
4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable chance of success;
5. any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **You** are ordered to pay by a **Court**, tribunal or arbitrator;
7. claims arising from an **Event** arising from **Your** deliberate act, omission or misrepresentation;
8. claims arising from:-
  - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof;
  - c) war, terrorism or any like or any associated risk;
  - d) seepage, pollution or contamination of any kind;
  - e) pressure waves caused by aircraft or other aerial devices;
9. any dispute relating to written or verbal remarks which damage **Your** reputation;
10. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements;
11. **Legal Proceedings** outside the **Territorial Limits** and proceedings in constitutional international or supranational **Courts** or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
12. a dispute which relates to any compensation or amount payable under a contract of insurance;
13. a dispute with **Us** not dealt with under the **Arbitration** condition;
14. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
15. an application for judicial review;
16. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases;
17. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
18. any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme where this applies;
19. any **Professional Fees** relating to **Your** alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured Event – Criminal Prosecution Defence;
20. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;

21. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
22. any claim arising from a stress or psychological related condition;
23. disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **Insured Person's** professional advisor;
24. a claim falling within the Small Claims Track limits (other than as detailed within Insured Events – Consumer Disputes);
25. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies;
26. **Legal Proceedings** between an **Insured Person** and a central or local government authority:-
  - a) unless an **Insured Person** has suffered or could suffer pecuniary loss if the **Legal Proceedings** are not pursued or defended; or
  - b) concerning the imposition of statutory charges.

## SECTION 4: LEGAL PROTECTION: CONDITIONS

This Section is provided by Legal Insurance Management Limited

### Alteration of Risk

**You** must notify **Your Agent** as soon as possible if there are changes that may affect this insurance, for example:-

- **You** change **Your Home** address
- Your **Home** detailed within the **Schedule** is no longer **Your** principal private dwelling house (e.g. it is now used as a second home, a holiday home or a let property).

We will then reassess **Your** cover and premium. If **You** do not notify **Us** about any of these changes **We** may:-

1. have charged **You** the incorrect premium and or applied an incorrect cover;
2. decline **Your** claim; or
3. declare this policy void.

### Observance

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

### Claims

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

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

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

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

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

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

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

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

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

Alternatively **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

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

UK General Insurance Limited are an Insurer's **Agent** and in the matters of a claim act on behalf of the **Insurer**.

## SECTION 4: LEGAL PROTECTION: CONDITIONS

### Representation

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

If **Legal Proceedings** have been agreed by **Us**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **You** have elected to use **Your** own nominated **Authorised Professional** **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

### Conduct of Claim

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

### Recovery of Costs

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

### Fraud

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

### Data Protection Act 1998

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

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

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

### Reasonable Care

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

## SECTION 4: LEGAL PROTECTION: CONDITIONS

### Cancellation

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

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

### Acts of Parliament

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

### Arbitration

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

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

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

### Notices

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

### Legal and Claims Helpline

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

<b>Legal Claims Helpline:</b>	<b>0344 800 0128</b>
<b>Tax Advice Helpline:</b>	<b>01455 852034</b>
<b>Tax Claims Helpline:</b>	<b>01384 377000</b>
<b>Identity Theft Helpline:</b>	<b>01384 397757</b>

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

### Law

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

## SECTION 5: HOME EMERGENCY

**This Optional cover is only operative if shown as “Insured” on your Policy Schedule.**

This cover is provided by UK General Insurance Limited on behalf of Ageas Insurance Limited.

This Insurance is administered by Legal Insurance Management Ltd of, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF as agents of the **Insurers**.

All potential claims must be reported to **Our Home Emergency Claims Helpline** as shown on **Your** policy **Schedule**.

This **Home Emergency Claims Helpline** is only in respect of **Home** Emergency Breakdown and cannot assist with any other insurance matter. It does not take the place of **Your** normal household Insurance.

If the situation is not an Emergency likely to cause; insecurity, unreasonable discomfort, risk or difficulties, **You** should telephone Direct Group Property Services for claims assistance and advice on all property loss or damage claims.

### Major Gas Emergency

Emergencies which may result in serious damage or danger to life or limb should be reported immediately to the Public Supply Authority, or in the case of difficulty the Public Emergency Services. Suspected gas leaks should always be reported to the Gas Authorities

National Gas Emergency Contact Number: **0800 111 999**

### Gas Safe

Once the property is made safe, please note that any work on appliances (e.g. cookers, boilers or fires) has to be carried out by a **Gas Safe™** registered engineer.

### HOW TO ARRANGE ASSISTANCE AND MAKE A HOME EMERGENCY CLAIM

#### Step 1

Before requesting assistance and making a claim check that the circumstances are covered by this insurance.

#### Step 2

Telephone the Claims **Helpline** quoting “*Fortress Household / MIB*” and provide details of the problem.

In the event that **Your** claim involves a boiler, please ensure that **You** have available the Make, Model and Serial Number.

To ensure an accurate record **Your** telephone conversation may be recorded.

All requests for assistance must be made to the **Helpline** and not to the **Contractors** direct otherwise any **Emergency Work** will not be covered.

#### Step 3

The **Helpline** will obtain a suitable **Contractor** provided that there are no circumstances preventing access to the **Home** or otherwise making the provision of the **Emergency Work** impossible such as adverse weather conditions, industrial disputes, or failure of the public transport system.

The **Helpline** and the **Contractor** will have reasonable discretion as to when and how the **Emergency Work** is undertaken.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services.

#### Step 4

The **Contractor** will charge the cost of all work covered by the insurance directly to the **Insurer**, but **You** will be asked to pay the cost of:-

- a) call-out charges if there is no one at **Home** when the **Contractor** arrives.
- b) any work not covered by or excluded by this insurance.
- c) any additional costs incurred at **Your** request in fitting replacement parts or components of a superior specification to the original.

### PLEASE NOTE

That if **You** should engage the services of a **Contractor** prior to making contact with this **Helpline** any costs that **You** incur are not covered by this insurance.

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



## Definitions that apply only to this Section 5: Home Emergency

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

### Agent

The **Agent** appointed by Fortress/Millennium to transact this Insurance with **You**.

### Contractor

A qualified person approved and instructed by the **Helpline** to undertake **Emergency Work**.

### Emergency

An unforeseen situation which if not dealt with quickly would:-

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

### Emergency Work

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

### Helpline

The **Helpline** operated by UK Assistance 247 Ltd.

### Insured Person, You, Your

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

### Insurers

UK General Insurance Limited, on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

All parties providing the cover and service for this policy are authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.FCA.gov.uk/register](http://www.FCA.gov.uk/register) or by contacting them on 0845 606 1234.

### Claim Limit

The maximum amount **We** will pay in respect of any one claim and during any one **Period of Insurance** as detailed in **Your Schedule**. For **Emergency Work** the cost shall be limited to the call-out charges, one hour's labour and parts and materials, subject to the maximum amount payable as shown in the **Schedule**.

### Period of Insurance

The period shown in the **Schedule**.

### Permanent Repair

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

### Primary Heating System

The principal central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding any form of solar heating system and non-domestic central heating boiler or source.

### Property

**Your** principal private dwelling residence having no more than 10 rooms and owned by **You**.

### Schedule

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

### Service

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

### Temporary Repair

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

### Territorial Limits

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

### We, Us, Our

The **Insurers** and/or Legal Insurance Management Ltd

Legal Insurance Management Ltd is authorised and regulated by the Financial Conduct Authority.

## Section 5: Home Emergency Cover

You have paid the premium to add this Optional section and supplied to **Us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy. This section must be shown on your Policy Schedule as operative for cover to apply.

We will pay **You**, or where requested by **You** any other **Insured Person**, in accordance within the policy up to the **claim limits** subject to the terms, conditions and exclusions of this policy, against an **Insured Event** within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance**.

This Insurance is administered by Legal Insurance Management Ltd of, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF as agents of the **Insurers**.

<b>(Section 1) Plumbing and Drainage</b>	
<b>WHAT IS INSURED?</b>	<b>WHAT IS NOT INSURED?</b>
<ol style="list-style-type: none"> <li>1) Damage to or failure of the plumbing and drainage system damage where internal flooding or water damage is a likely consequence.</li> <li>2) Blocked toilet.</li> <li>3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting.</li> </ol>	<ol style="list-style-type: none"> <li>1) The replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage.</li> <li>2) Blocked toilets where this has been caused as a consequence of wilful misuse.</li> <li>3) All public sewers, drains and pipe work which are maintained by local utilities or service undertakings.</li> <li>4) Descaling and any work arising from hard water scale deposits.</li> <li>5) Dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units.</li> <li>6) External overflows unless internal damage is a likely consequence or the leakage of water from swimming pools.</li> <li>7) The repair of domestic appliances that are leaking water, other than from external fixed pipe work.</li> <li>8) Leaking waste pipes.</li> </ol>

<b>(Section 2) Internal Electricity, Gas, and Water Supplies</b>	
<b>WHAT IS INSURED?</b>	<b>WHAT IS NOT INSURED?</b>
<ol style="list-style-type: none"> <li>1) Electricity failure of at least one complete circuit.</li> <li>2) Gas leak.</li> <li>3) Water supply system failure.</li> </ol>	<ol style="list-style-type: none"> <li>1) Repair work to or the cost of replacing lead pipework</li> <li>2) The interruption or disconnection of public services to the <b>Property</b> however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system.</li> <li>3) External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.</li> <li>4) Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools and the plumbing and filtration system for swimming pools.</li> <li>5) Descaling and any work arising from hard water scale deposits.</li> </ol>

<b>(Section 3) Security</b>	
<b>WHAT IS INSURED?</b>	<b>WHAT IS NOT INSURED?</b>
<ol style="list-style-type: none"> <li>1) External lock failure or damage.</li> <li>2) External door failure or damage.</li> <li>3) External window failure or damage.</li> </ol>	<ol style="list-style-type: none"> <li>1) Internal locks, doors, glass, external garages or outbuildings.</li> <li>2) Any damage caused by the <b>Contractor</b> in gaining access to the <b>Property</b>.</li> <li>3) Window locks.</li> <li>4) Doors subject to swelling.</li> </ol>

<b>(Section 4) Lost Key</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
Loss of the only available key to the <b>Property</b> which cannot be replaced and normal access cannot be obtained.	<ol style="list-style-type: none"> <li>1) The loss of keys to internal doors, garages and outbuildings.</li> <li>2) Any damage caused by the <b>Contractor</b> in gaining access to the <b>Property</b>.</li> </ol>

## Section 5: Home Emergency Cover

<b>(Section 5) Primary Heating System</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
The <b>Primary Heating System</b> has failed or broken down completely.	<ol style="list-style-type: none"> <li>1) Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt)</li> <li>2) Lighting of boilers or the correct operation or routine adjustment of time or temperature controls.</li> <li>3) Any form of solar heating systems.</li> <li>4) Power flushing or descaling.</li> <li>5) The replacement of water tanks, cylinders, and central heating radiators.</li> </ol>

<b>(Section 6) Pest Infestation</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<ol style="list-style-type: none"> <li>1) Wasp nests.</li> <li>2) Hornet nests.</li> <li>3) House mice.</li> <li>4) Field mice.</li> <li>5) Rats.</li> <li>6) Cockroaches.</li> </ol>	Where the infestation is not directly affecting the living areas of the <b>Property</b> .

<b>(Section 7) Roofing</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
Sudden and unforeseen damage to the roof of the <b>Property</b> .	Damage to flat roofs over 10 years of age.

<b>(Section 8) Overnight Accommodation</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
Overnight accommodation up to a maximum of £300.00 including VAT shown within the <b>Schedule</b> (upon production of an official invoice) where it has not been possible to resolve the <b>Emergency</b> following <b>Emergency Work</b> carried out by the <b>Contractor</b> and the <b>Property</b> is rendered uninhabitable.	

<b>Section 9 – Cooking System</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
The only permanently installed cooking system has broken down completely.	

## EXCLUSIONS applicable to Section 5: Home Emergency Cover

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

1. circumstances known to **You** prior to the commencement date of this insurance.
2. any system, equipment including boilers or facility which has not been properly installed, maintained, serviced or repaired in the last 12 months or, where longer, in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
3. replacement or adjustment to any decorative or cosmetic part of any equipment.
4. garages, out-buildings, cesspits, septic tanks or fuel tanks.
5. wilful act or omission or lack of maintenance or regular servicing or neglect by **You**.
6. claims relating to **Properties** left **unoccupied** for 30 consecutive days or more.
7. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
8. any other costs or damage that are indirectly caused by the event that led to **Your** claim, unless specifically stated in this policy.
9. claims arising within the 14 day cooling off period from the date of inception.
10. any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
11.
  - (a) loss or damage to any property, or any resulting loss or expense or any consequential loss.
  - (b) any legal liability directly or indirectly caused by, or contributed to, by, or arising from:-
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

12. claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.
13. any **Permanent Repair** costs which exceed those that would be incurred in carrying out a **Temporary Repair**.

## Conditions applying to Section 5: Home Emergency Cover

### Reasonable Care

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

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

### Fraud

If any fraudulent claim is made or any fraudulent means or devices are used to obtain benefit under this Insurance, all benefit hereunder shall be forfeited.

### Recovery of Costs

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

### Data Protection

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

It is important that the data **You** have supplied is kept up to date. **You** should therefore notify **Us** promptly of any changes.

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

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

## Complaints Procedure for Section 4 and Section 5 only

In the event of a complaint arising under these sections of **Your** insurance, **You** should write to:-

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

Please tell LIM this is a Fortress policy and ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service

**You** may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

This does not affect **Your** statutory rights.

## GENERAL POLICY CONDITIONS - Which apply to ALL sections of this policy

### 1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may be capable of applying to and being complied with by such person or entity.

### 2. Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

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

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

### 3. Your duty to prevent loss or damage

- a) **You** and any person seeking the benefit of this policy must take all steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.

### 4. Your personal representatives

If **You** die, **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy, provided they fulfil the terms of the policy.

### 5. Change in circumstances

**You** must inform **Your Policy Administrator** of any change in circumstances which increases the risk of loss, injury or damage. In particular **You** must notify **Your Policy Administrator** of any change in the number of **Bedrooms** from that shown in **Your** schedule and if **You** change **Your** address. **We** must also be advised if at any time the value of the **Contents** exceeds the **Maximum Claim Limit** shown in **Your** schedule.

### 6. Cancellation

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### 7. Cooling off period

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

### 8. Fraud

If a claim is fraudulent in any respect all benefit under this policy will be forfeited.

### 9. Arbitration

Where **We** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law in force at that time. When this happens **Legal Proceedings** cannot be started against **Us** until the arbitrator has reached a decision.

### 10. Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.

### 11. Notification of a Claim

When **You** become aware of a possible claim under this policy, **You** must notify **Your Claims Administrator** in writing as soon as possible. The Police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must provide **Your Claims Administrator** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **You** or **Your Family** in connection with a possible claim must be sent to **Your Claims Administrator** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **Our** written consent.

## 12. Company's rights after claim

**We** or **Our** representatives will be entitled to enter any building where loss of damage has occurred and deal with any salvage, but no property may be abandoned to **Us**. **We** may conduct, in **Your** name and on **Your** behalf, the defence or settlement of any legal action and take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover compensation from any third party in respect of anything covered by this policy.

## 13. Payment of Premium

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due.

Where the premium is being paid by Direct Debit the due date will be in accordance with the premium repayment schedule advised by the premium financier used by Millennium Insurance.

Where the policy is cancelled mid term and a claim has occurred and been paid by **Us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **Our** discretion.

## 14. Payment of Claims

In the event of a claim being made under this policy and the premium is being paid direct debit instalments which are unpaid or overdue. **We** reserve the right to deduct from any settlement **We** make any outstanding premium payment due to **Us**.

The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **Our** maximum liability shall not thereby be increased above the amount that would have been payable if **You** were the only person or entity that was entitled to contractual rights under the policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **We** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under this policy.

## 15. Law applicable to the Policy

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

## 16. Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1988, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

## 17. Claims & Underwriting Exchange Register (CUE)

**We** may use **Your** personal information to prevent crime. In order to prevent crime **We** may:

Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to information relating to **Your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

## GENERAL POLICY EXCLUSIONS - Which apply to ALL sections of this Policy

### What is not insured by this policy

1. Loss or destruction of, or damage to any property or any direct or indirect consequential loss, or any legal liability directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;  
This exclusion does not apply to Accidents to Domestic Employees Section 2(M);
  - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;  
This exclusion does not apply to Accidents to Domestic Employees Section 2(M).
  - (c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by **You** or **Your Family** due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **You** or any member of **Your Family**.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

5. (a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part of thereof where such loss, damage, derangement or malfunction occurs as a result of computer viruses
- (b) Legal expenses or legal benefits or liability arising from (a) above

#### EXCEPT

Where the loss or damage would fall to be dealt with by the operation of insured causes 1 to 11 inclusive under section 1 **Buildings** and section 2 **Contents** of this policy.

6. Loss, damage or destruction or any cost or expense of whatsoever nature or where so ever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with any act of **Terrorism** regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of **Terrorism**.  
This exclusion does not apply to Accidents to Domestic Employees Section 2(M).
7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.



# MAKING A CLAIM – BUILDINGS AND CONTENTS

Please refer to the Policy Conditions for reporting claims in particular Condition 10 Page 40

1. Check that the claim is covered by **Your** policy.  
Each section of the policy tells **You** what is covered and what is not covered.  
The 'Basis of Settlement' paragraph will tell **You** how the claim will be settled, provided that the policy conditions are fulfilled.

2. To register a claim, please contact the **Claims Administrators** by telephone:

Fortress Household Claims Team on **0344 412 4222**

NOTE: Please have **Your** Fortress policy number available. If damage is serious or caused by Riot, immediate telephone contact is essential as **We** may need to arrange inspection of **Your** property by a member of **Our** Claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay his fee.

3. If **You** require help and advice concerning **Your** claim, **We** will be pleased to assist **You**.
4. **We** may well be able to settle **Your** claim from the information provided in **Your** claim form but **We** may require further information, or ask **You** to furnish documentation in support of **Your** claim.
5. Many insurers are able to secure discounts on the replacement of items.  
It is **Our** option whether **We** replace as new, reinstate, repair or pay a cash alternative.  
If **You** would prefer a cash alternative, **We** may restrict this to an amount equal to the discounted replacement price **We** would normally pay.  
This helps **Us** in controlling claims costs and ultimately premiums charged.

## Claims Guidance Notes

### Guidance Notes on how to make a claim

1. Check the schedule to confirm that the appropriate section of the policy is operative
2. Refer to the policy section which will confirm if the loss destruction or damage is covered – remember that certain causes are excluded and these are clearly indicated in the policy.
3. Read carefully General Conditions and:
  - if theft, attempted theft, malicious damage or vandalism has occurred, or
  - credit debit or cash cards have been stolen or lost
  - possessions have been lost or stolen from **You**

advise the POLICE immediately and also the organisation that has issued the cards within 24 hours of discovery.

4. Contact Direct Group Property Services Limited on **0344 412 4222** to request a claim form.

### Quote your Policy Number in all correspondence

5. Either complete and return the claim form (obtainable from **Your** insurance adviser at address shown on the documentation they have provided) so that **We** are advised as soon as possible and deal with **Your** claim without delay, or
6. Obtain two estimates as soon as possible for repairing the damage and retain any bills for the cost of emergency repairs as they may form part of **Your** claim
7. Please bear in mind that the policy is NOT a maintenance contract.

If someone is holding **You** responsible for damage to their property or for bodily injury to them **You** must, and this is MOST IMPORTANT:

- advise **Us/Your** insurance adviser immediately giving full details in writing.
- send to **Us** any letters, documents, writ or summons or mother legal documents which have been served on **You** or any member of **Your Family**, unanswered and without delay.
- do NOT engage in correspondence or dialogue with the other person but allow **Us** to deal with the matter on **Your** behalf.
- should **You** have any queries, please contact **Your** insurance adviser who will, if necessary, refer them to **Us** on **Your** behalf

## Our Service to you – Complaints Process

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

### COMPLAINTS REGARDING THE SALE or ADMINISTRATION OF THE POLICY

Please contact:  
Policy Administration Team  
Quay Point  
Lakeside Boulevard  
Doncaster  
DN4 5PL

**Tel** 0344 412 4151  
**Fax** 0344 412 4213  
**Email** [MIBFortress@Urisgroup.co.uk](mailto:MIBFortress@Urisgroup.co.uk)

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0845 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

### COMPLAINTS REGARDING CLAIMS

**Uris Group Ltd**  
Customer Relations  
Quay Point  
Lakeside Boulevard  
Doncaster  
DN4 5PL

Tel: 0344 412 9296  
Fax: 0344 412 4138

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference '05244B'.

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

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
Docklands  
London  
E14 9SR.

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

### FOR COMPLAINTS REGARDING LEGAL PROTECTION : SECTION 4 & HOME EMERGENCY SECTION 5

In the event of complaint regarding Section 4 providing Legal Expenses cover or Section 5 Home Emergency (if insured) you should refer this directly to the Managing Director and he will try to help.

## **POLICY & CLAIMS**

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

## **MAINTENANCE/SERVICE VISITS : HOME EMERGENCY**

Please note that any maintenance/service visit related complaints fall outside of the FOS remit.

## **FINANCIAL SERVICES COMPENSATION SCHEME**

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Safety Checklist and Risk Management Guide

Here is a short risk management guide that **You** can use to check how well protected **You** are. Much of the information is plain common sense, but it helps to check in case something has been missed.

**Pages 51 and 52 do not form part of Your policy and are provided for guidance & information only**

Check	Tick if Done
Adequate guards fitted around any open fires	
Water Pipes properly lagged	
Neighbourhood Watch member	
Bicycles locked up	
Smoke detectors fitted & regularly tested	
Know where mains water stopcock is & provide neighbours with details if <b>You</b> are away	
Valuable items security marked	
Ladders chained up if outside	
Heating system Boiler is regularly serviced	
Frost Stat is fitted	
Locks fitted to downstairs and accessible windows	
Burglar alarm installed and tested	
<b>Outbuildings</b> are all properly locked & keys removed	
Nothing to steal left on in hallway or on show near to letterbox	
Chimneys swept regularly where Open Fires are used	
Call-in by neighbours organised when <b>You</b> are away	
Tools locked away in secure garage or outbuilding	

### Be Safety Aware

Even with the best insurance the experience of a break-in, a flood or a fire can be very upsetting. Here are a few suggestions that **You** might follow in order to reduce the chances of something going seriously wrong.

### Fire Risks

1. Smoke detectors save lives. Fit at least two devices, one on the ceiling of the ground floor hall and one on the ceiling of the upstairs landing, preferably close to the head of the stairs.
2. Remember to check that the batteries are still effective at least once every 3 months and lightly vacuum clean the elements at least once a year.
3. Check **Your** electric sockets. If **You** discover too many plugs hanging off one power point, spread them around or have more power points put in. Consider having an additional residual circuit breaker.
4. If **You** have open fires, have the chimneys swept regularly. Use a fire guard when children are around or when drying clothes. • Don't let children play with matches or fire.
5. Don't leave hot fat or oil unattended on the cooker: if it catches fire, smother it with a fire blanket or damp cloth – not water.
6. Never use a gas appliance if **You** think it's not working properly. Signs to look out for are soot and stains around the appliance and pilot lights that often blow out. Never cover it or block the air vents.
7. Have **Your** heating system and all gas appliances serviced regularly.

### Floods and Burst Pipes risks

1. Winter brings the threat of frozen pipes – which can flood the house. Around 300 gallons of water can gush out of a burst pipe in a single hour: if you're away, or if **You** don't know how to turn it off, the effect can be devastating.
2. Find out where **Your** main stopcock is and check that **You** can turn it on and off. If **You** can't move it, don't be tempted to hit it with a hammer, contact a plumber instead.
3. Protect all **Your** pipes and tanks with proper lagging, to prevent water freezing and reduce **Your** bills too!
4. If **You** go away in winter, leave **Your** heating on at the normal setting, and ask a neighbour or relative to call in from time to time to check the pipes. Make sure they know where the stopcock is. If **You** don't have central heating, turn off the mains stopcock and drain the water system before **You** leave.
5. If a pipe bursts, turn off the mains stopcock, turn off the central heating system and turn on all the taps.
6. If **You** find the frozen pipe **Yourself** and decide to defrost it, use gentle heat such as hot water bottles or cloths soaked in hot water, and remove any items that may be damaged by a burst.
7. If **You** live in a flood area, and **You** receive a flood warning, reduce the possibility of damage by acting quickly. As much as possible should be moved upstairs, especially electrical items and **Valuables** and personal items which can't be replaced easily, like pictures and photographs.

### Crime Risks

1. Install a burglar alarm and remember to set it whenever you're out of the house. Make sure it is maintained and clearly visible.
2. Make sure that **You** have good quality locks fitted to **Your** outer doors, and key-operated locking devices fitted to **Your** windows, to take advantage of **Our** premium discount. If **You** are a tenant **You** may be able to get the council or landlord to fit them.
3. Check that **Your** doors are strong enough. Glass panels near locks are especially vulnerable.
4. Fit exterior lights, such as those with sensors that switch on when they detect something within range.
5. Use time switches – available from DIY shops – to turn on lights, etc., when **You** are out, to make the house look occupied.
6. Never leave keys under the mat or where they can easily be found.
7. Don't keep large sums of **Money** at **Home**. If **You** have valuable items (such as jewellery) keep them in a safe deposit box rather than in **Your** house.
8. Keep cash, keys and credit cards out of sight.
9. Join a 'Neighbourhood Watch' scheme if there is one in **Your** area. Arrange with **Your** neighbours to watch **Your** house if **You**'re away.
10. Design **Your** garden for security. If the walls or hedges at the front are too high they can allow thieves to attack **Your** doors or windows while out of sight from the street. At the back make **walls** harder to climb with materials that do not offer an easy grip, such as light fencing, trellis, or anti-climb resin.
11. Give **Your** shed or garage a proper locking system and consider connecting it to the burglar alarm. Bicycles and motorcycles in the garage should be locked to ground anchors, and tools locked away.
12. Ladders should be chained up, as they can be used to get into upstairs windows.
13. If **You** go away, remember to cancel the milk and papers.
14. Get a friend or neighbour to look after the house when **You** are on holiday, to collect mail and generally make the house look lived-in.
15. If **You** own a bicycle, 'lock it and list it'. In other words, even if **You** leave it just for a minute always lock it with a good quality lock to something solid. If **You** have quick-release wheels take the front wheel off and put the lock through both wheels. To help the police (who have to auction thousands of unclaimed bicycles every year) make a note of its details and take a clear colour photograph. Ask **Your** bicycle dealer to stamp **Your** postcode on the frame with a Coded Cycle sticker to warn off thieves.
16. Use an ultra violet pen, readily available from stationery stores, to mark **Your** postcode and house name/number on all valuable and portable items of property.
17. Consider using Smart water on all valuable gold, silver items
18. Take photographs/video of valuable items, such as jewellery, watches etc. Remember to put a scale (e.g. ruler) in **the** picture. This can provide the police with valuable evidence in the aid of recovery of **Your** property. (Try to store the photographs elsewhere than in the **Home**.)



is administered by Millennium Insurance

Millennium Insurance  
Quay Point  
Lakeside Boulevard  
Doncaster  
DN4 5PL

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Millennium is a Uris Group Limited company.  
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Fortress Home Insurance is underwritten by  
UK General Insurance Limited  
on behalf of Ageas Insurance Limited,  
Registered in England No. 354568.  
Registered Office: Ageas House, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance Ltd is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at the [www.fca.org.uk](http://www.fca.org.uk).