



# POLICY DOCUMENT

## HOME PLUS INSURANCE





## ABOUT PEN UNDERWRITING

Pen Underwriting provides cutting-edge insurance broking services to a highly diverse range of clients, through a nationwide network of accessible, regional offices. From the simplest to the most complex risks, Pen Underwriting has highly talented and respected teams of people who make it their business to look after its clients' needs, large or small.

## ABOUT BEAZLEY

Beazley plc (BEZ.L), is the parent company of specialist insurance businesses with operations in Europe, the US, Asia, Latin America, Middle East and Australia. Beazley manages six Lloyd's syndicates.

Beazley syndicates 2623 & 623 underwrite this homeowners policy. All Lloyd's syndicates are rated 'A' by A.M. Best who credit rate the insurance industry.

## EMERGENCY ASSISTANCE

### EMERGENCY ASSISTANCE AND KEY CONTACT DETAILS

As a Beazley policyholder you have access to the following help lines and services. When calling please advise the help line operator that you are a "Pen Home Plus Insurance policyholder via Pen Underwriting".

#### Claim notification line

To notify **us** of a claim under Sections One to Five of this **policy**, during office hours (9am – 5.30pm Monday to Friday), please telephone: **0345 304 5222**

If **you** need to alert **us** of a claim outside of office hours please call **our** 24-hour claims notification line on **0344 770 3102**.

#### Legal and identity fraud advice line

There is a 24-hour telephone advisory service for advice on any private legal or identity fraud problem of concern to **you** or any member of **your** household as detailed under Section Six of **your policy**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and your problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **you** would like to make use of this service simply telephone: **0344 770 1040**

*Please read Section Six for full details and associated terms and conditions relating to Family Legal Costs and Identity Fraud Protection Insurance.*

#### Domestic emergency

If **you** would like to make use of this 24-hour service simply telephone: **0333 999 7529**

Emergency incidents that may be covered under Section Seven of this **policy** are:

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

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

*Please read Section Seven for full details and associated terms and conditions relating to Domestic Emergency Insurance.*

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## WELCOME

### Thank you for choosing Pen Underwriting to provide your home insurance

This is **your** Pen Home Plus Insurance **policy**, setting out **your** insurance protection in detail. The **policy** must be read together with the **schedule** and statement of facts as one document.

It is an important document so **you** should keep it somewhere safe - **you** will need it if **you** need to make a claim. Please read it carefully to make sure that it meets **your** requirements and that the details on the **schedule** and statement of facts are correct.

**Your** premium has been based upon the information shown in the **schedule** and recorded in **your** statement of facts.

If after reading **your policy** **you** have any questions, any details are incorrect or the cover does not meet **your** requirements then **you** must contact **your broker** immediately.

**Your** insurance relates only to those sections of the **policy** which are shown in the **schedule** as being included.

This Home Insurance cover is provided by Pen Underwriting Limited acting as agent on behalf of Beazley syndicates 2623 & 623 at Lloyd's of London. For details of Pen Underwriting Limited's Data Protection and Privacy Policies visit the Pen Underwriting website at [www.penunderwriting.co.uk](http://www.penunderwriting.co.uk)

Family Legal Expenses Insurance is provided by Arc Legal Assistance Ltd on behalf of Inter Partner Assistance SA.

# YOUR CONTRACT OF INSURANCE

## YOUR POLICY

This insurance cover is administered by Pen Underwriting on behalf of Beazley syndicates 2623 & 623 at Lloyd's of London. Pen Underwriting is a trading name of Pen Underwriting Limited who are authorised and regulated by the Financial Conduct Authority.

The insurance cover under Sections one to five is underwritten by Beazley Furlonge Ltd as Managing Agent of syndicates 2623 & 623 at Lloyd's of London. The insurance cover under Sections six and seven is managed by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance SA (IPA SA).

Axa Assistance (UK) Ltd provides the services and benefits described under Section seven during the **period of insurance** for which **you** have paid the premium.

Beazley Furlonge Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK.

Arc Legal Assistance Ltd are authorised and regulated by the Financial Conduct Authority.

The insurers named hereon bind themselves each for their own part and not one for another. Each **insurer's** liability under this certificate shall not exceed that percentage, section of cover or amount of the risk shown against that **insurer's** name.

This **policy**, the **schedule** and any **endorsement** should be read together and form the contract of insurance between **you** and **your insurer**.

The **schedule** sets out the sections **you** have selected and any **sum insured** limits which are relevant to **you**; it is **your** evidence of insurance and **you** may need it if **you** wish to make a claim.

In return for the payment of the premium (and any tax payable thereon) by **you**, **we** will provide insurance in accordance with the **policy** for those sections shown in **your schedule** in respect of events happening during the **period of insurance**.

When **you** receive the **policy** it is important that **you** read it and the **schedule** carefully to make sure that it meets **your** requirements and needs.

The **policy** is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if the **schedule** is not correct or if **you** would like to ask any questions.

## Changes we need to know about

The information **you** have supplied to **us** on **your proposal** and/or any supplementary questionnaires is important and is used in the consideration, acceptance and assessment of this insurance. **You** must, therefore ensure that all the information given is accurate and that no information has been withheld. **You** must tell **your broker** of any update, change or amendment to the information that **you** have given **us**.

**We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your policy**. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

## Period of Insurance

The period covered by this insurance is normally for 12 months. **We** recommend **our** customers review their contract every year to ensure their cover is sufficient for their needs and that any changes to the information given have been disclosed.

## Cooling Off Period

**You** are entitled to cancel this insurance by contacting **your broker** within 14 days of either the date **you** receive **your policy** documentation; or, the start of the **period of insurance** whichever is the later.

A full return of premium will be made subject to the return of any documents issued and no claim having been made.

## Cancelling this insurance

**You** can cancel this insurance at any time by contacting **your broker**.

**We** can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

## Refund of premium

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

## COMPLAINTS

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **you** with the highest standard of service.

### Complaints – Sections One to Five

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and **you** should contact them directly.

Alternatively if **you** need to complain please contact the Pen Underwriting Limited Complaints Officer quoting **your policy** or claim number.

Pen Underwriting Limited Complaints

Address: 7th Floor Spectrum Building, 56 Blythswood Street, Glasgow G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: complaints@Lloyds.com.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint - How We Can Help" available [www.lloyds.com](http://www.lloyds.com) and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Making a complaint does not affect **your** right to take legal action.

### Complaints – Sections Six and Seven

If **you** have any questions or concerns regarding either the Family Legal Costs Insurance or the Domestic Emergency Insurance, please refer to Sections Six and Seven for guidance and contact information as appropriate.

## Compensation

The subscribing insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **insurer** is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, telephoning 0800 678 1100 or 020 7741 4100 or visiting their website [www.fscs.org.uk](http://www.fscs.org.uk)

## Law and Jurisdiction Applicable to the Insurance

The parties are free to choose the law applicable to this insurance contract however, unless specifically agreed to the contrary, this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

## Language of Contract of Insurance

Unless otherwise agreed the language of this contract of insurance shall be English.

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

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

## Data Protection Act 1998

**We** collect Personal Data from applicants for **our** insurance products and from communications with **our** policyholders including in particular in connection with claims under insurance policies. **We** act as a Data Controller for all Personal Data **we** obtain from **our** customers and prospective customers and comply with **our** obligations under the Data Protection Act 1998.

**We** may disclose the Personal Data obtained to **our** subcontractors, service providers and agents in connection with the provision of goods and services to **us** and **our** customers. In order to prevent and detect fraud **we** may at any time share information about **you** with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:

- (a) Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- (b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- (c) Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity; and **we** can supply on request further details of the databases **we** access or contribute to.

For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:

“Personal Data” means data which relate to a living individual who can be identified:

- (a) from that data, or
- (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

“Data Controller” means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

The recipients of Personal Data from **us** may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where **we** provide Personal Data to parties in such countries **we** will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are equivalent to the standards observed by **us** to comply with data protection laws within the European Union.

Where a person provides **us** with Personal Data about any other individual, he or she warrants that they have full rights to disclose the Personal Data to **us** to use for the purposes for which it is disclosed.

The Act entitles **you** to receive details of personal and/or sensitive data held about **you** by **us**. **You** have the right to apply for a copy of **your** information, for which **we** may charge an administration fee of £10, and to have any inaccuracies corrected. The information provided will be treated in confidence and in compliance with Pen Underwriting Limited. For the purposes of the Act, the Data Controller in relation to any Personal Data **you** supply is Pen Underwriting Limited.

## DEFINITIONS – SECTIONS ONE TO FIVE

Wherever these words in bold appear under Sections One to Five they will have the meanings shown:

<b>Accidental Damage</b>	Sudden and unexpected damage caused unintentionally.
<b>Broker</b>	The insurance intermediary who arranged this cover on <b>your</b> behalf.
<b>Buildings</b>	The <b>home</b> and its decorations including fixtures and fittings, fitted appliances, permanently installed solar panels attached to the structure of the <b>home</b> , <b>sanitary ware</b> , ceramic hobs, tennis courts, permanently installed swimming pools, septic tanks, domestic oil or gas tanks, paved terraces, greenhouses, garden sheds, ornamental fountains and ponds, drives, patios, paths, walls, gates and fences, interior decorations all owned by <b>you</b> or for which <b>you</b> are legally responsible within the <b>premises</b> shown on <b>your schedule</b> .
<b>Contents</b>	<p>Household goods, <b>fine art and antiques</b>, <b>valuables</b> and <b>personal possessions</b>, in the <b>home</b>, which are <b>your property</b> or for which <b>you</b> are legally liable. Including:</p> <ul style="list-style-type: none"> <li>• tenant's fixtures and fittings</li> <li>• carpets and curtains</li> <li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home</li> <li>• <b>outdoor and garden property</b> outside the <b>home</b> but within the <b>premises</b> up to £10,000 in total</li> <li>• <b>money</b> up to £1,000 in total increasing to £2,500 if kept in a locked safe</li> <li>• deeds and registered bonds and other personal documents up to £1,500 in total increasing to</li> <li>• £3,000 if kept in a locked safe</li> <li>• stamps or coins forming part of a collection up to £2,500 in total, but limited to £500 any one stamp, block or first day cover or coin</li> <li>• wine collections up to £5,000 but no more than £250 per bottle</li> <li>• clerical <b>home office equipment</b> up to £10,000 or 10% of the <b>contents sum insured</b> whichever is the lesser figure</li> <li>• <b>valuables</b> within the <b>home</b> up to a maximum of 50% of the <b>contents sum insured</b> in total but limited to £5,000 for any one item, pair or set unless <b>specified</b> for an agreed value</li> <li>• digital music, videos and photographs <b>you</b> have purchased and stored on <b>home</b> computers or other</li> <li>• storage devices up to £2,500</li> <li>• <b>fine art and antiques</b> up to £25,000 in total but no higher than £15,000 any one item, pair or set unless <b>specified</b> for an agreed value</li> <li>• domestic oil in fixed fuel oil tanks up to £5,000 including cost of clearing up soil and / or water at the <b>premises</b> caused by a sudden and unforeseen oil leakage from <b>your</b> domestic oil installation.</li> </ul> <p>Contents does NOT include:</p> <ul style="list-style-type: none"> <li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li> <li>• any living creature</li> <li>• any part of the <b>buildings</b></li> <li>• contact or corneal lenses</li> <li>• pedal cycles</li> <li>• any <b>property</b> held or used for business purposes other than <b>office equipment</b></li> <li>• any <b>property</b> insured under any other insurance.</li> </ul>
<b>Credit Cards</b>	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards belonging to <b>you</b> or <b>your family</b> .
<b>Domestic Staff</b>	Any person employed by <b>you</b> under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the <b>home</b> .
<b>Endorsement</b>	A change in the terms and conditions of this contract of insurance detailed within <b>your schedule</b> .
<b>Excess</b>	The amount shown on <b>your schedule</b> or <b>endorsement</b> which <b>you</b> will be responsible for paying for each and every event giving rise to a claim.
<b>Family</b>	Any members of <b>your family</b> permanently residing at the <b>home</b> (including adopted children, step-children and foster children), fiancé(e)s, co-habitees, <b>domestic staff</b> or partners but not including lodgers or tenants.
<b>Fine Art and Antiques</b>	Any article of recognised artistic or collectable nature of whatsoever description other than <b>valuables</b> which belong to <b>you</b> . This definition includes but is not limited to tapestries, rugs, furniture, paintings, etchings, manuscripts, sculptures, porcelain, gold, silver and gold and silver-plated items, objets d'art, contemporary art, clocks and barometers and articles forming part of a collection.
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.

<b>Home</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown on <b>your schedule</b> .
<b>Jewellery</b>	Items of personal jewellery and watches that may be worn by <b>you</b> or members of <b>your family</b> resident with <b>you</b> .
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, premium bonds and gift tokens. All held for private or domestic purposes.
<b>Occupant</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
<b>Office Equipment</b>	Computers, printers, fax machines, photocopiers and other equipment belonging to <b>you</b> and used in conjunction with any clerical work <b>you</b> conduct at or from an office within <b>your home</b> . Office equipment does NOT include: <ul style="list-style-type: none"> <li>• property more specifically insured by any other insurance.</li> <li>• compensation for <b>you</b> not being able to use the computer or any equipment following loss or damage.</li> <li>• loss of magnetism or corruption of data.</li> <li>• the equipment being confiscated or repossessed.</li> <li>• the cost of reconstituting any lost or damaged data.</li> <li>• loss or damage to computer software, software tapes / disks / CD or DVD roms, and any data stored.</li> <li>• any <b>money</b> held for business purposes.</li> <li>• any business stock, stationery and equipment over £10,000 unless specifically agreed by <b>us</b> and stated on <b>your schedule</b>.</li> </ul>
<b>Outdoor and Garden Property</b>	Those items designed to be left or used outdoors including garden furniture, children's play equipment, statues and ornaments, other than <b>fine art and antiques</b> , domestic garden maintenance equipment, ride-on lawnmowers and power equipment.
<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown on <b>your schedule</b> and for which <b>you</b> have paid and <b>your underwriters</b> have accepted a premium.
<b>Personal Possessions</b>	Clothing, baggage, sports equipment and other items normally worn or carried about the person and all of which belong to <b>you</b> . Personal possessions do not include <b>valuables</b> .
<b>Policy</b>	The formal wording of <b>your</b> insurance.
<b>Premises</b>	The address which is named on <b>your schedule</b> .
<b>Proposal</b>	The application for insurance provided by <b>you</b> whether verbally or in writing which describes <b>you</b> , any details specific to <b>you</b> or the property and all material information relevant to the cover which <b>you</b> have requested.
<b>Sanitary Ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this contract of insurance and contains details of <b>you</b> , the <b>premises</b> , the <b>sums insured</b> , the <b>period of insurance</b> and the sections of this contract of insurance which apply.
<b>Settlement</b>	Downward movement as a result of the ground being compressed by the weight of the <b>buildings</b> .
<b>Specified</b>	Items individually declared by <b>you</b> and specifically insured to an agreed value and recorded by <b>us</b> on <b>your schedule</b> .
<b>Standard Construction</b>	Built of brick, stone or concrete, or any modern timber framed houses built after 1975 and roofed with slates, tiles or any incombustible mineral ingredients.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>home</b> where the movement is unconnected with the weight of the building.
<b>Sum Insured</b>	The maximum amount, shown on <b>your schedule</b> (or any subsequent specification or <b>endorsement</b> ) <b>your underwriters</b> will pay <b>you</b> for any section or individual item in the event of a claim.
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>Unoccupied</b>	<b>Your home</b> is considered to be <b>unoccupied</b> whenever it is insufficiently furnished for normal living purposes or although furnished has been without and / or intended to be without an <b>occupant</b> for a period in excess of 60 days.
<b>Unspecified</b>	Individual items, pairs or sets not separately declared by <b>you</b> either on <b>your proposal</b> or verbally and that are not specifically recorded by <b>us</b> on the <b>schedule</b> .
<b>Valuables</b>	<b>Jewellery</b> , furs, gold, silver and gold and silver plated articles.
<b>We / Us / Our / Underwriters / Insurer</b>	Beazley syndicates 2623 & 623 at Lloyd's of London.
<b>You / Your / Insured</b>	The person or persons named on <b>your schedule</b> and all members of their <b>family</b> and <b>domestic staff</b> who permanently live in the <b>home</b> .

## GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE TO FIVE

Each **home** included under this contract of insurance is considered to be covered as if separately insured. **Your** duties under this insurance are as follows:

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **us** as soon as possible if **you**:
  - Stop using the **home** as **your** permanent private residence
  - Regularly leave the **home** unattended by day or night other than for **your** normal job of work, or
  - Leave the **home** without an **occupant** for more than 30 consecutive days

When **we** receive this notice **we** have the option to change the conditions of this insurance.

3. **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings** at least 30 days before the work starts and before **you** enter into any written contract for the works.

When **we** receive this notice **we** have the option to withdraw, alter or restrict cover.

4. **You** must tell **us** of any change to the information declared on **your proposal** or any other supplementary questionnaire that could affect the assessment of risk and the premium charged. If **you** are unsure as to what information **you** need to disclose please, refer to **your broker** for guidance. If **you** fail to comply with any of the above duties this insurance may become invalid.
5. **You** must take all reasonable steps to safeguard **your** property at all times.

### Adequacy of Sum Insured

**You** must at all times ensure that **your sums insured** are maintained at full value:

- **Your sum insured for buildings** must be the estimated cost of rebuilding if the **buildings** were destroyed. The **sum insured** must also include an allowance for professional fees and site clearance.
- **Your sum insured for contents** must be the cost to replace as new.
- **Your sum insured for valuables and fine art and antiques** must reflect the current market value.

### Reinstatement

The **sums insured** will not be reduced following the payment of a claim provided **you** agree to carry out **our** recommendations to prevent further losses occurring.

### Premium Payment

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

### Non-Disclosure / Misrepresentation

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

### Careless Misrepresentation in the Context of a Claim

If, on presentation of a claim, we obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting the terms and premiums of this insurance **we** may:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premiums paid, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered;
- Treat **your** insurance as if it has been entered into on different terms from those agreed; or
- Reduce proportionately the amount paid on a claim if **we** would have charged more for **your** insurance.

## GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE TO FIVE (CONTINUED)

### Careless Misrepresentation Generally

If **we** obtain evidence unrelated to any outstanding claim which suggests that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting the terms and premium of this insurance **we** may:

- Give **you** notice in writing that **you** must pay more for **your** insurance;
- Give **you** notice in writing that the terms of **your** insurance have changed; or
- Cancel this contract of insurance by giving **you** thirty days' notice in writing and return any premium pay for the balance of the contract term.

If **we** give **you** notice that the terms of **your** insurance have changed or that **you** must pay more for **your** insurance then **you** may give **us** thirty days' notice in writing that **you** wish to terminate the contract.

Any return premium due to **you** will depend on how long this contract of insurance has been in force and whether **you** have made a claim. If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may:

- treat this insurance as if it never existed;
- decline all claims

### Change in Circumstance

**You** must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your policy**. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

## GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO FIVE

### (a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for;

1. loss or destruction of or damage to any **property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. any legal liability of whatsoever nature;

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 explosive nuclear assembly or nuclear component thereof.

### (b) War Exclusion

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

### (c) Existing Damage

**We** will not pay for loss or damage occurring before cover starts or arising from an event before cover starts.

### (d) Deliberate Damage

**We** will not pay for loss or damage caused deliberately by **you** or any person lawfully in the **home**.

### (e) Indirect Loss or Damage

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this contract of insurance.

### (f) Loss of Value

Following payment of a claim within the terms of this contract of insurance we shall not be liable for any subsequent loss of value of the property insured.

## GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO FIVE (CONTINUED)

### (g) Loss of Profit

**We** will not pay for loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind.

### (h) Electronic Data Exclusion Clause

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from;

- i. computer viruses, erasure or corruption of electronic data;
- ii. the failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

### (i) Biological and Chemical Contamination Clause

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

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

For the purpose of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

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

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

### (j) Wear And Tear, Mechanical or Electrical Breakdown

**We** will not pay for damage caused by wear and tear or mechanical or electrical breakdown, fault or failure.

### (k) Contract Works

**We** will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed it.

### (l) Deception

**We** will not pay for loss or damage or liability caused by deception other than by any person using deception to gain entry to **your home**.

### (m) Pressure Waves

**We** will not pay for any damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

## CLAIMS CONDITIONS AND HOW TO MAKE A CLAIM

### Sections One to Five

Naturally we hope you won't have any accidents or misfortune, but if you do and wish to make a claim under Sections One to Five of this insurance, please contact us as soon as possible on: **0345 304 5222**

(Calls from a BT landline will be charged at the national rate. Mobile and other providers charges may vary, please contact your provider for details.)

Office hours are between 9am and 5.30pm Monday to Friday (excluding Bank Holidays).

Claim Notification Line for out of office hours assistance: **0344 770 3102**

You can use this out of hours line to advise us of a claim under Sections One to Five of this policy. This is a notification service only and no comment will be made on policy coverage or acceptance of your claim. Details will be passed to a claims handler the following working day.

At the time of making a claim, you will be asked for the policy number stated on your schedule and full details of the claim.

### Your Duties

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

1. **You** must notify **us** as soon as possible, giving full details of what has happened.
2. **You** must provide **us** with written details of what has happened within 30 days and provide **us** with full co-operation and such assistances as **we** may reasonably require at your expense
3. **You** must forward to **us** any letter, claim, writ, summons or other legal document **you** receive, within three days of receipt, if a claim for liability is made against **you**.
4. **You** must inform the local police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property and **you** should ensure **you** obtain an incident or crime number from the police to substantiate the incident.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take all reasonable care to limit any loss, damage or injury.
7. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
8. **You** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### How We Deal With Your Claim

#### 1. Defence of Claims

**We** may:

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

#### 2. Other Insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury under Section Two (h).

#### 3. Fraudulent Claims

If any claim made under this **policy** is in any respect fraudulent or if any fraudulent means are used to obtain benefit by **you** or anyone acting on **your** behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, **you** will not be entitled to any benefit under this **policy** and this insurance will become invalid.

#### 4. Proof of Value and Ownership

It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim. If **you** wish to specify an item **we** will either request proof of value prior to providing cover for the item or at the time of a claim.

### How to Make a Claim Under Sections Six and Seven

*Please refer to the guidance and procedures given under Section Six – Family Legal Costs Insurance and Section Seven – Domestic Emergency Insurance, as appropriate.*

## SECTION ONE – BUILDINGS

The following cover applies only if **your schedule** shows that it is included and is subject to a £150 **excess** unless stated otherwise within this **policy**, on **your schedule** or by **endorsement**.

What Is Covered	What Is Not Covered
This contract of insurance cover the <b>buildings</b> for loss or damage directly caused by the following insured perils:	<b>We will not pay:</b>
1. Fire, lightning, explosion or earthquake	
2. Smoke	(a) for loss or damage caused by smog, agricultural or industrial operations
3. Aircraft and other flying devices or items dropped from them	
4. Storm, flood or weight of snow	(a) for loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under peril 10 of Section One. (b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates, pergolas, gazebos, arbours, hedges and fences. (c) for loss or damage caused only by a gradual rise in the ground water level.
5. Escape of water from and frost damage to fixed water tanks, apparatus or pipes	(a) for loss or damage caused by <b>subsidence, heave, or landslip</b> other than as covered under peril 10 of Section One. (b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools. (c) for loss or damage while the <b>home is unoccupied</b> . (d) for any loss or damage caused by failure of or lack of sealant and/or grout. (e) the first £250 for each and every instance.
6. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	(a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in. (b) for any loss or damage caused by gradual emission.
7. Theft or attempted theft	(a) for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry. (b) for loss or damage caused to <b>your</b> property caused by theft or attempted theft while the <b>home</b> is <b>unoccupied</b> unless all security devices for the protection of the <b>home</b> are put into full and effective operation.
8. Collision by any vehicle or animal	
9. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) for loss or damage caused to the interior of <b>your</b> property caused by vandalism or malicious damage while the <b>home</b> is <b>unoccupied</b> unless all security devices for the protection of the <b>home</b> are put into full and effective operation

## SECTION ONE – BUILDINGS (CONTINUED)

What Is Covered	What Is Not Covered
This contract of insurance cover the <b>buildings</b> for loss or damage directly caused by the following insured perils:	<b>We will not pay:</b>
10. <b>Subsidence, landslip or heave</b> of the site upon which the <b>buildings</b> stand	<ul style="list-style-type: none"> <li>(i) for loss or damage to domestic fixed fuel-oil tanks, gas or septic tanks, ornamental fountains and ponds, paths, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the <b>home</b> is also affected at the same time by the same event.</li> <li>(ii) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.</li> <li>(iii) for loss or damage arising from faulty design, specification, workmanship or materials.</li> <li>(iv) for loss or damage which compensation has been provided for or would have been but for the existence for this contract of insurance under any contract or guarantee or by law.</li> <li>(v) the first £1,500 of every claim.</li> <li>(vi) for loss or damage caused by <b>settlement</b> or coastal erosion.</li> <li>(vii) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions.</li> </ul>
11. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	(a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
12. Falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> <li>(a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b>.</li> <li>(b) for loss or damage to gates and fences unless the main <b>home</b> is also damaged by the same incident.</li> </ul>
This section of the contract of insurance also covers:	<b>We will not pay:</b>
A. <b>Accidental damage</b> to the <b>buildings</b>	<ul style="list-style-type: none"> <li>(a) for damage <b>underwriters</b> specifically exclude elsewhere under Section One.</li> <li>(b) for damage while the <b>home</b> is being altered, repaired, renovated, restored, maintained or extended.</li> <li>(c) for damage while the home is lent, let, sublet or occurring while the <b>home</b> is not furnished enough to be normally lived in.</li> <li>(d) for the cost of general maintenance.</li> <li>(e) for loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, mechanical or electrical faults or breakdown.</li> <li>(f) for damage caused by infestation, termites, woodworm, or wood-boring insects, moths, insects, vermin, mould, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or for any damage arising from a cause the happens gradually.</li> <li>(g) for loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.</li> <li>(h) for loss or damage caused only by a gradual rise in the ground water level.</li> <li>(i) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.</li> <li>(j) the first £250 for each and every instance.</li> </ul>

## SECTION ONE – BUILDINGS (CONTINUED)

What Is Covered	What Is Not Covered
This section of the contract of insurance also covers:	<b>We will not pay:</b>
<p>B. The cost of repairing <b>accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally responsible for.</p> <p>Also the cost of breaking into and repairing the pipe between the main sewer and the <b>home</b> following a blockage provided a specialist contractor has attempted to clear the blockage without success.</p>	(a) for loss or damage due to wear and tear or damage which happens gradually.
<p>C. Loss of rent due to <b>you</b> which <b>you</b> are unable to recover while the <b>home</b> cannot be lived in following loss or damage which is covered under Section One. Also the additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>home</b> cannot be lived in following loss or damage which is covered under Section One.</p>	(a) any amount over 25% of the <b>sum insured</b> for the <b>buildings</b> .
<p>D. Damage to the garden of <b>your home</b>, directly covered by perils 1, 2, 3, 6, 8, 11 or 12 as set out in Section One of this <b>policy</b>.</p>	<p>(a) any amount in excess of £2,500 in total but no higher than £250 in respect of any one tree, shrub, plant or vegetation.</p> <p>(b) for any plant, tree or vegetation grown for commercial purposes.</p>
<p>E. Emergency Access – Physical loss or damage caused to the <b>buildings</b> when the emergency services have to use force to enter the <b>home</b> due to an emergency or perceived emergency where <b>your</b> safety is at risk.</p>	(a) any amount greater £2,500
<p>F. Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for;</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>buildings</b></li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under Section One.</p>	<p>(a) any expense for preparing a claim or an estimate of loss or damage.</p> <p>(b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage.</p>
<p>G. Increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under peril 5 of Section One.</p>	<p>(a) more than £2,500 in any <b>period of insurance</b>.</p> <p>If <b>you</b> claim for such a loss under Sections One and Two, <b>we</b> will not pay more than £1,250 in total under each section.</p>
<p>H. The cost of finding the source of an escape of water from any fixed water tanks, apparatus, pipes or heating installations following loss or damage to the <b>buildings</b> which is covered under Section One.</p>	(a) more than £5,000 in any <b>period of insurance</b> .
<p>I. Anyone buying the <b>home</b> will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>(a) if the <b>buildings</b> are insured under any other insurance.</p> <p>(b) any claim under paragraphs A to G.</p>
<p>J. Alterations to the <b>home</b></p> <p>The reasonable cost of alternations to the <b>home</b> made necessary due to an identifiable physical injury to <b>you</b> caused directly by a sudden and unforeseen accident during the <b>period of insurance</b>.</p>	<p>(a) up to £5,000 in any one <b>period of insurance</b>.</p> <p>(b) alterations to the <b>home</b> following accidents to <b>domestic staff</b>.</p>

## SECTION ONE – BUILDINGS

### CLAIMS PROCESS AND CONDITIONS

#### How we deal with your claim

If **your** claim is covered under Section One **we** will pay:

- The full cost of repair, replacement or rebuilding following an insured event subject to the work being carried out. However, **we** will not provide any contribution, allowance or consideration for the cost of extending improving or refurbishing any part of the **buildings** or tenant's improvements
- Reasonable and necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or reinstatement of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that:
  - i. The **buildings** were originally constructed according to any government and local authority regulations in force at the time; and
  - ii. **You** received notice of the existing requirement or regulation after the damage giving rise to the claim occurred.

**We** will not pay:

- For any reduction in value of the **buildings** insured following repair or replacement paid for under this insurance.
- The cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part other than fitted kitchens or bathroom suites.

#### Excess

After arriving at a claims settlement **we** will deduct the applicable **excess** before paying **your** claim.

If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** it is the highest applicable **excess** that will be deducted from the total settlement.

#### Limit of Settlement

**We** will pay no more than the **sum insured** for each **premises** shown on **your schedule** or up to any other limitation stated within the **policy**.

#### Under Insurance

If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your sum insured** for the **buildings**, then **we** will only pay a proportion of the claim. This will not apply if **your sum insured** represents at least 85% of the rebuilding cost of **your home**. An example of the effect of this clause would be if **your sum insured** only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

#### IMPORTANT

To avoid under insurance it is important that **you** review **your sums insured** annually and supply **your broker** with any revisions in order that **your policy** can be updated to reflect any changes required. **Your** premium will be calculated on the adjusted **sum insured**.

## SECTION TWO – CONTENTS

The following cover applies only if **your schedule** shows that it is included and is subject to a £150 **excess** unless stated otherwise within this **policy**, on **your schedule** or by **endorsement**.

What Is Covered	What Is Not Covered
This contract of insurance cover the <b>buildings</b> for loss or damage directly caused by the following insured perils:	<b>We will not pay:</b>
1. Fire, lightning, explosion or earthquake	
2. Smoke	(a) for loss or damage caused by smog, agricultural or industrial operations
3. Aircraft and other flying devices or items dropped from them	
4. Storm, flood or weight of snow	(a) for loss or damage whilst the <b>home</b> is <b>unoccupied</b> . (b) for loss or damage caused only by a gradual rise in the ground water level.
5. Escape of water from and frost damage to fixed water tanks, apparatus or pipes	(a) for loss or damage whilst the <b>home</b> is <b>unoccupied</b> . (b) for any loss or damage caused by failure of or lack of sealant and/or grout. (c) the first £250 for each and every instance.
6. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	(a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in. (b) for any loss or damage caused by gradual emission. (c) for any loss exceeding £5,000 including cost of clearing up soil and/or water at the <b>premises</b> caused by a sudden and unforeseen oil leakage from <b>your</b> domestic oil installation. (d) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
7. Theft or attempted theft	(a) for loss or damage while the <b>home</b> is lent, let or sublet unless the loss or damage follows a violent and forcible entry. (b) any amount over 10% of the <b>sum insured</b> for <b>contents</b> within detached domestic outbuildings and garages. (c) loss or damage resulting from theft or attempted theft, while the <b>home</b> is <b>unoccupied</b> unless all security devices for the protection of the home are put into full effective operation.
8. Collision by any vehicle or animal	(a) damage caused by chewing, scratching, tearing or fouling by domestic pets.
9. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) loss or damage resulting from vandalism and/or malicious damage while the <b>home</b> is <b>unoccupied</b> unless all security devices for the protection of the <b>home</b> are put into full and effective operation.
10. <b>Subsidence, landslip or heave</b> of the site upon which the <b>buildings</b> stand	(a) for loss or damage following damage to solid floors unless the walls of the <b>home</b> are damaged at the same time by the same event (b) for loss or damage arising from faulty design, specification, workmanship or materials. (c) for loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law. (d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions. (e) for loss or damage by <b>settlement</b> or coastal erosion.
11. Falling trees, telegraph poles or lamp-posts	(a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> .

## SECTION TWO – CONTENTS (CONTINUED)

What Is Covered	What Is Not Covered
This contract of insurance cover the <b>buildings</b> for loss or damage directly caused by the following insured perils:	<b>We will not pay:</b>
12. The cost of replacing food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	(a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply. (b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action.
This section of the contract of insurance also covers:	<b>We will not pay:</b>
A. <b>Accidental damage</b> to the <b>contents</b> within the <b>home</b> .	(a) for damage <b>underwriters</b> specifically excluded elsewhere under Section Two. (b) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. (c) for loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, mechanical or electrical faults or breakdown. (d) for damage caused by infestation, termites, woodworm, or wood-boring insects, moths, insects, vermin, mould, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or for any damage arising from a caused that happens gradually. (e) for loss or damage caused by fouling, chewing, scratching or tearing by domestic pets. (f) any amount over £5,000 in total and £500 any one item for porcelain, china, glass and other brittle articles unless otherwise <b>specified in your schedule</b> . (g) for <b>money, credit cards</b> , documents or stamps or for damage to contact, corneal or micro corneal lenses. (h) for damage while the <b>home</b> is lent, let or sub let. (i) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination. (j) for the cost of general maintenance. (k) for loss or damage caused only by a gradual rise in the ground water level. (l) for loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of <b>contents</b> , inherent vice, cork-fly or climatic conditions. (m) the first £250 for each and every instance.
B. Accidental breakage of: <ul style="list-style-type: none"> <li>• fixed glass and double glazing or <b>sanitary ware</b> forming part of the <b>buildings</b> which <b>you</b> are legally liable for as a tenant and do not have other insurance for</li> <li>• mirrors</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> </ul>	(a) for the cost of repairing, removing or replacing frames.
C. Visitors' and non-resident <b>domestic staff's</b> possessions.  Cover in respect of visitors' and non-resident <b>domestic staff's personal possessions</b> not insured elsewhere.	(a) no more than £1,000 any one claim. (b) loss or damage that has occurred away from the <b>home</b> . (c) loss or damage over £500 for any one item, pair or set.

## SECTION TWO – CONTENTS (CONTINUED)

What Is Covered	What Is Not Covered
This section of the contract of insurance also covers:	<b>We will not pay:</b>
<p>D. <b>Your contents</b>, if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by any of the events insured under numbers 1 to 11 under Section Two while the <b>contents</b> are within the following locations:</p> <ol style="list-style-type: none"> <li>1) an occupied private dwelling</li> <li>2) any <b>property</b> where <b>you</b> are living or working</li> <li>3) a professional storage facility</li> <li>4) any building for valuation, cleaning or repair</li> <li>5) in any bank or safe deposit</li> <li>6) in any boarding school, university, college or student accommodation providing the student still has their permanent address at your home.</li> <li>7) in transit to or from the home to locations 1 to 6.</li> </ol>	<ol style="list-style-type: none"> <li>(i) for <b>contents</b> outside the <b>United Kingdom</b>.</li> <li>(ii) for <b>valuables</b> and mobile phones.</li> <li>(iii) for <b>money</b> or <b>credit cards</b>.</li> <li>(iv) in respect of locations 1 to 5 and 7 any amount over £10,000 or 20% of the <b>sum insured</b> whichever is the less unless specifically agreed by <b>us</b> and stated on <b>your schedule</b>.</li> <li>(v) if cover is in force elsewhere.</li> <li>(vi) any amount over £5,000 any one claim but no more than £750 any one item, pair or set in respect of location 6 or in transit to or from the <b>home</b>.</li> <li>(vii) any claim for theft or attempted theft unless accompanied by forcible and violent means.</li> <li>(viii) any loss from an unattended vehicle.</li> </ol>
<p>E. <b>Contents</b> while being professionally removed.</p> <p>This section provides automatic cover for physical loss or damage to <b>contents</b> during the course of removal by professional removal contractors between <b>your home</b> and any new residence or to and from any professional storage facility, within the <b>United Kingdom</b>.</p>	<ol style="list-style-type: none"> <li>(a) <b>fine art and antiques</b>, china, porcelain, glass or brittle articles not professionally and appropriately packed for transportation.</li> <li>(b) any transit outside of the <b>United Kingdom</b> without prior agreement.</li> <li>(c) any losses more specifically insured elsewhere.</li> <li>(d) for any loss or damage to <b>valuables</b>.</li> </ol>
<p>F. <b>Your</b> legal responsibility as a tenant for loss or damage to the <b>buildings</b> caused by an event which is covered under Section One.</p>	<ol style="list-style-type: none"> <li>(a) any amount over 15% of the <b>sum insured</b> under Section Two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed.</li> <li>(b) for loss or damage caused by <b>subsidence, heave, landslip</b>, fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures or fittings.</li> <li>(c) the cost of maintenance and normal redecoration.</li> <li>(d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.</li> <li>(e) for loss or damage while the <b>buildings</b> are <b>unoccupied</b>.</li> <li>(f) for loss or damage which is excluded under Section One of this insurance (whether in force or not).</li> </ol>
<p>G. Costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under Section Two.</p>	<ol style="list-style-type: none"> <li>(a) any amount over 25% of the <b>sum insured</b> under Section Two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed.</li> </ol>
<p>H. Up to twelve months rent <b>you</b> have to pay as occupier if the <b>home</b> cannot be lived in following loss or damage which is covered under Section Two.</p>	<ol style="list-style-type: none"> <li>(a) any amount over 15% of the <b>sum insured</b> under Section Two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed.</li> </ol>
<p>I. Fatal injury to <b>you</b>, happening at the <b>premises</b>, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury for the following amounts:</p> <ul style="list-style-type: none"> <li>• £10,000 for each insured person over sixteen years of age,</li> <li>• £5,000 for each insured person under sixteen years of age, at the time of death</li> </ul>	<ol style="list-style-type: none"> <li>(a) for injury or death of any domestic employees.</li> </ol>
<p>J. Costs necessarily incurred by <b>you</b> when replacing locks to the external doors, safes and alarms of <b>your home</b> following theft or loss of the keys. In addition, in the event of a safe at <b>your home</b> jamming or becoming inoperable from any cause <b>your underwriters</b> will pay for the opening of the safe by a qualified locksmith. Should the safe be damaged beyond repair by this then <b>your underwriters</b> will pay for a replacement of similar quality.</p>	<ol style="list-style-type: none"> <li>(a) any amount over £2,500 in any <b>period of insurance</b>.</li> </ol>

## SECTION TWO – CONTENTS (CONTINUED)

What Is Covered	What Is Not Covered
This section of the contract of insurance also covers:	<b>We will not pay:</b>
K. An automatic increase in the <b>contents sum insured</b> by £5,000 in respect of gifts and provisions purchased specifically for the purpose and duration of the following: - <ul style="list-style-type: none"> <li>• 30 days prior to and 30 days immediately after a religious celebration</li> <li>• 30 days prior to and 30 days immediately after the wedding day, anniversary or birthday of any member of <b>your family</b> permanently living at the <b>home</b>.</li> </ul>	(a) for loss or damage specifically excluded elsewhere under Section Two.
L. The cost of oil lost from the domestic heating installation following <b>accidental damage</b> to any part of the domestic heating installation	(a) more than £2,500 in any <b>period of insurance</b> . (b) if <b>you</b> claim for such a loss under Sections One and Two, <b>we</b> will not pay more than £1,250 in total under each section.
M. Shopping in transit  Loss or damage to food and domestic purchases whilst in transit between the shop and <b>your home</b> .	(a) more than £500 any one claim. (b) theft or disappearance of shopping whilst left unattended or from any vehicle when such vehicle is left unattended unless the vehicle is securely locked, all doors and windows closed, all security devices set, all keys removed and all items out of sight in the vehicle's locks glove compartment or boot.

## SECTION TWO – CONTENTS

### CLAIMS PROCESS AND CONDITIONS

#### How We Deal With Your Claim

If **your** claim for loss or damage is covered under Section Two **we**, subject to the exclusions, limitations and conditions of the **policy**, will:

- At our option, repair or replace or pay you the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss, for **valuables** and **fine art and antiques**

**We** will not pay:

- For any reduction in value of the **property** insured following repair or replacement paid for under this insurance other than where there has been a partial loss for **valuables** and **fine art and antiques** where **we** will pay the cost of restoration or repair plus any depreciation in value

#### PAIRS AND SETS

Following loss or damage to a pair, set or part of a larger unit **underwriters** will pay at their option, less any **excess** applying, whichever is the lesser: -

- (a) the cost of repairing the damaged item to its condition immediately prior to the loss
- (b) the cost to replace it
- (c) the cost to make up the difference between the market value immediately before and after the loss

**We** will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, when repair is not possible or replacements cannot be matched, at **our** option **we** will either pay up to 50% toward the full cost of replacing the remaining and/or undamaged parts or, if at **our** request **you** send the remaining or undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

#### Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim. If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this policy it is the highest applicable **excess** that will be deducted from the total settlement.

#### Limit of Settlement

**We** will not pay any more than the **sum insured** for **contents** stated on **your schedule** or up to any other limitation stated within the **policy**.

#### Under Insurance

If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then **we** will only pay a proportion of the claim. This will not apply if **your sum insured** represents at least 85% of the value of the **contents** of **your home**. An example of the way this clause operates would be if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

#### IMPORTANT

To avoid under insurance it is important that **you** review **your sums insured** annually and supply **your broker** with any revisions in order that **your policy** can be updated to reflect any changes required. **Your** premium will be calculated on the adjusted **sum insured**.

## SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS

The following cover applies to **valuables, personal possessions, money, credit cards** and pedal cycles belongings to **you** whilst at **your home** or temporarily away from **your home** anywhere in the world and is applicable only if **your schedule** shown that it is included.

Cover is subject to a £150 **excess** unless stated otherwise within this **policy**, on **your schedule** or by **endorsement**.

What Is Covered	What Is Not Covered
This extension covers:	<b>We will not pay:</b>
<p>1. <b>Valuables, money</b> and <b>personal possessions</b> belonging to <b>you</b> against physical loss or damage whilst at <b>your home</b> or when temporarily away from <b>your home</b> anywhere in the world.</p>	<p>(a) any amount exceeding the <b>sum insured</b> stated under Section Three on <b>your schedule</b> other than where an individual item, pair or set has been <b>specified</b>.</p> <p>(b) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.</p> <p>(c) for loss or damage arising from misuse, faulty design, specification, workmanship or materials, general wear and tear, mechanical or electrical faults or breakdown.</p> <p>(d) for damage caused by infestation, termites, woodworm, or wood-boring insects, moths, insects, vermin, mould, fungus, rusting, corrosion or any dryness, dampness or contamination caused by atmospheric or temperature changes or exposure to light or for any damage arising from a cause that happens gradually.</p> <p>(e) loss or damage caused by general wear and tear or electrical or mechanical failure or breakdown other than loss or damage resulting from wear and tear or mechanical breakdown to a clasp setting or other fastening.</p> <p>(f) any amount over £5,000 for any one item, pair or set unless <b>specified</b> and stated on <b>your schedule</b>.</p> <p>(g) more than £1,000 per item in respect of any loss or damage to portable computer equipment unless otherwise <b>specified</b> on <b>your schedule</b>.</p> <p>(h) more than £500 per item in respect of any loss or damage to mobile phones unless otherwise <b>specified</b> on <b>your schedule</b>.</p> <p>(i) for damage to guns caused by rusting or bursting of barrels.</p> <p>(j) for breakage of any sports equipment whilst in use.</p> <p>(k) for any loss of or damage to contact, corneal or micro corneal lenses.</p> <p>(l) for theft or disappearance of <b>jewellery</b> contained within baggage unless such baggage is carried by hand and under <b>your</b> personal supervision.</p> <p>(m) any amount over £2,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant. Subject to the vehicle being securely locked, all doors and windows closed, all security devices set, all keys removed and all items out of sight in the vehicle's locked glove compartment or boot.</p> <p>(n) any amount over £5,000 in total in respect of theft or disappearance of <b>jewellery</b> from hotel or motel rooms during <b>your</b> absence from such rooms unless kept in a locked safe and any keys removed from the room when unattended.</p> <p>(o) any amount exceeding £1,000 any one claim in respect of <b>money</b>.</p> <p>(Exclusions continued over the page)</p>

## SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS (CONTINUED)

What Is Covered	What Is Not Covered
This extension covers:	<b>We will not pay:</b>
<p>1. <b>Valuables, money and personal possessions</b> belonging to <b>you</b> against physical loss or damage whilst at <b>your home</b> or when temporarily away from <b>your home</b> anywhere in the world.</p>	<p>(p) <b>money</b> left in an unattended vehicle.            (q) <b>money</b> in a hotel or other temporary accommodation unless locked in a safe or safety deposit box.            (r) in respect of <b>money</b> any loss of value, confiscation or shortage due to <b>your</b> error or emission.            (s) the first £250 in respect of claims arising from <b>accidental damage</b> or escape of water from fixed water tanks, apparatus or pipes.</p>
<p>2. <b>Credit cards</b></p> <p>This extension also covers any amounts which <b>you</b> become legally liable to pay as a result of unauthorised use following loss or theft of <b>your credit card(s)</b>. Provided that;</p> <ul style="list-style-type: none"> <li>• Within 24 hours of <b>your</b> discovering any such loss or theft, <b>you</b> have notified the police or border authorities and, in the case of <b>credit card(s)</b>, the card issuing company; and</li> <li>• <b>You</b> have complied with all other conditions of <b>your credit card(s)</b> provider</li> </ul>	<p>(a) any loss exceeding £5,000 any one claim.            (b) any loss where conditions under which <b>your credit card(s)</b> were issued to <b>you</b> have been breached.            (c) fraudulent activity by <b>you</b> or any person related to <b>you</b>.            (d) any losses reimbursed to the card holder.            (e) any losses insured elsewhere.</p>
<p>3. Pedal cycles</p> <p>The cost of repairing or replacing <b>your</b> pedal cycle(s) following:</p> <ul style="list-style-type: none"> <li>• theft or attempted theft</li> <li>• <b>accidental damage</b></li> </ul> <p>occurring anywhere in the <b>United Kingdom</b></p>	<p>(a) any loss exceeding £500 per cycle or £1,000 in total per claim unless otherwise <b>specified</b> and noted on <b>your schedule</b>.            (b) for loss or damage to:           <ul style="list-style-type: none"> <li>• tyres,</li> <li>• lamps,</li> <li>• accessories,</li> </ul>           unless the cycle is stolen or damaged at the same time.            (c) for damage from mechanical or electrical faults or breakdown.            (d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.            (e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.            (f) for any loss or damage due to wear and tear or any damage which happens gradually.</p>

## SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS

### CLAIMS PROCESS AND CONDITIONS

#### How We Deal With Your Claim

In the event of loss or damage to the insured **property we** will, subject to the exclusions, limitations and conditions of the **policy**:

- At **our** option repair or replace or pay **you** the cost of repairing or replacing any lost or damaged item, pair or set
- Pay no more than the current cost as new or the market value at the time of the loss
- For partial losses pay the cost of restoration or repair plus any depreciation in value.

#### Pairs and Sets

Following loss or damage to a pair, set or part of a larger unit **underwriters** will pay at their option, less any **excess** applying, whichever is the lesser: -

- (a) the cost of repairing the damaged item to its condition immediately prior to the loss
- (b) the cost to replace it
- (c) the cost to make up the difference between the market value immediately before and after the loss

**We** will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, when repair is not possible or replacements cannot be matched, at **our** option **we** will either pay up to 50% toward the full cost of replacing the remaining and/or undamaged parts or, if at **our** request **you** send the remaining or undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

#### Specified Items

**We** will pay up to the **specified** value shown on **your schedule** but no higher than any limitation stated under Section Three of **your policy** for each item, pair or set.

#### Unspecified Items

The most we will pay under Section Three in total for any unspecified items, pairs or sets is the **sum insured** shown on **your schedule**, but no higher than any limitation stated under Section Three of **your policy**.

#### Excess

After arriving at a claims settlement **we** will deduct the applicable **excess**, as shown in **your schedule**, before paying **your** claim. If **your** claim relates to an incident of loss or damage that falls for consideration under more than one section of this **policy** it is the highest applicable **excess** that will be deducted from the total settlement.

## SECTION FOUR – ACCIDENTS TO DOMESTIC STAFF

This section applies only if the **contents** are insured under Section Two.

What Is Covered	What Is Not Covered
<p><b>Your legal liability:</b></p> <p>For amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for bodily injury, illness or death by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your domestic staff</b> employed in connection with the <b>premises</b> shown on <b>your schedule</b>.</p>	<p><b>Your legal liability for bodily injury, illness or death arising directly or indirectly:</b></p> <ul style="list-style-type: none"> <li>i. from any vehicle which is being used for racing, pace-making or speed-testing or any vehicle in Canada or the USA.</li> <li>ii. from any mechanically-propelled vehicle (except domestic gardening equipment).</li> <li>iii. from any aircraft or watercraft.</li> <li>iv. from any communicable disease or condition.</li> <li>v. in Canada or the USA after the total period of stay in either or both countries has exceeded 30 days in any one period of insurance.</li> <li>vi. from any dog designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation.</li> <li>vii. from demolition, alterations, extensions or renovations to any part of <b>your home</b>.</li> </ul>

### Limit of Insurance

**We** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## SECTION FIVE – LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One or the **contents** are insured under Section Two of this contract of insurance.

### PART A

Part A of this section applied in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What Is Covered	What Is Not Covered
<p><b>Your legal liability:</b></p> <p>(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• bodily injury, illness or death</li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• bodily injury, illness or death</li> <li>• damage to property</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>period of insurance</b></p>	<p><b>Your legal liability for bodily injury, illness or death arising directly or indirectly:</b></p> <p>(a) for damage to property belonging to <b>you</b> or in <b>your</b> care, or in the care, custody or control of any person in <b>your</b> service.</p> <p>(b) which <b>you</b> have assumed under a contract and which would not otherwise have attached.</p> <p>(c) arising out of advice given, services rendered or any activity in respect of any profession, occupation, business or employment.</p> <p>(d) for bodily injury, illness or death to <b>you</b> or to any person who at the time of sustaining such injury is in <b>your</b> service.</p> <p>(e) for bodily injury, illness or death arising directly or indirectly from any communicable disease or condition.</p> <p>(f) arising out of the ownership, occupation, possession or use of land or building not situation within the <b>premises</b>.</p> <p>(g) if <b>you</b> are entitled to payment under any other insurance until such insurance is exhausted.</p> <p>(h) in Canada or the USA after the total period of stay in either or both countries has exceeded 30 days in any one <b>period of insurance</b>.</p> <p>(i) arising out of any criminal or violent act to another person or their property.</p> <p>(j) arising out of the ownership, possession or operation of:</p> <ul style="list-style-type: none"> <li>(i) any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within <b>your home</b> or its boundaries and pedestrian-controlled domestic gardening machines operated elsewhere.</li> <li>(ii) any motorised wheelchair while being used on a public highway.</li> <li>(iii) any power-operated lift other than stair lifts.</li> <li>(iv) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.</li> <li>(v) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation.</li> </ul> <p>(k) out of any goods sold or supplied for any purpose or following an activity by you or your employees.</p> <p>(Exclusions continued over the page)</p>

## SECTION FIVE – LEGAL LIABILITY TO THE PUBLIC (CONTINUED)

What Is Covered	What Is Not Covered
<b>Your</b> legal liability:	<b>Your</b> legal liability for bodily injury, illness or death arising directly or indirectly:
	(l) from any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> <li>(i) Arising directly from identifiable single, sudden, unintended and unexpected event occurring at the <b>home</b> named on <b>your schedule</b> during the <b>period of insurance</b>; and</li> <li>(ii) Reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</li> </ul> (m) out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b> .

## PART B

What Is Covered	What Is Not Covered
<b>We</b> will pay for:	<b>We</b> will not pay for:
Sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that: <ul style="list-style-type: none"> <li>• Part A (ii) of this section would have paid a claim had the award been made against <b>you</b> rather than to <b>you</b></li> <li>• There is no appeal pending</li> <li>• <b>You</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment</li> <li>• <b>You</b> agree to repay <b>us</b> any such damages and taxed costs subsequently paid directly to <b>you</b></li> </ul>	(a) for any amount in excess of £100,000 in any one <b>period of insurance</b> .

## PART C

What Is Covered	What Is Not Covered
<b>We</b> will pay for:	<b>We</b> will not pay for:
Any amount <b>you</b> become legally liable to pay under the duty of care <b>you</b> remain liable for under Section Three of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	(a) any liability if you are entitled to payment under any other insurance. (b) for the cost of repairing any fault or alleged fault.

## Limit of Insurance

**We** will not pay:

- in respect of pollution and/or contamination any more than £2,000,000 in all
- in respect of other liability covered under Section Four no more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## SECTION SIX – FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION INSURANCE

This insurance is managed by **Arc** Legal Assistance Limited and provided by Inter Partner Assistance SA.

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

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

- a) the insured incident takes place in the insured period and within the territorial limits and;
- b) the legal action takes place within the territorial limits.

### DEFINITIONS – SECTION SIX

Wherever these words in bold appear in Section Six they will have the meanings shown below.

1.	<b>Adviser</b>	<b>Arc's</b> specialist panel solicitors or its agents appointed by <b>Arc</b> to act for <b>you</b> , or, and subject to <b>Arc's</b> agreement, where court proceedings have been started or a <b>conflict of interest</b> arises, another legal <b>adviser</b> nominated by <b>you</b> .
2.	<b>Advisers' costs</b>	Reasonable legal or accountancy fees and disbursements incurred by the <b>adviser</b> with <b>Arc's</b> prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>you</b> and paid on the standard basis of assessment.
3.	<b>Arc/We/Us</b>	<b>Arc</b> Legal Assistance Limited who have arranged this insurance and administer it on behalf of the <b>insurance providers</b> .
4.	<b>Conflict of interest</b>	There is a conflict of interest if <b>your advisers'</b> duty to act in <b>your</b> best interests in relation to <b>your</b> claim conflicts with, or there is a significant risk that it may conflict with, any duty <b>your adviser</b> owes, or obligation it has, to any other party.
5.	<b>Excess</b>	The amount that <b>you</b> must pay towards the cost of any claim.
6.	<b>Identity fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
7.	<b>Insurance providers</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
8.	<b>Insured incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.  In a claim arising from <b>identity fraud</b> , the insured incident is a single act or series of acts against <b>you</b> by one person or group of people considered to be one <b>identity fraud</b> .
9.	<b>Insured period</b>	One year from the inception or renewal date shown on <b>your</b> insurance schedule.
10.	<b>You/Your/Yourself</b>	Any person who has paid the premium and been declared to <b>Arc</b> by <b>your</b> insurance <b>adviser</b> . Cover also applies to that person's family members normally resident with them. If <b>you</b> die, <b>your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to your death.
11.	<b>Limit of indemnity</b>	The maximum payable in respect of an <b>insured incident</b> .
12.	<b>Legal action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions.
13.	<b>Standard advisers' costs</b>	The level of <b>advisers' costs</b> that would normally be incurred by <b>insurance providers</b> in using a nominated <b>adviser</b> of <b>Arc's</b> choice.
14.	<b>Territorial limits</b>	United Kingdom, the Isle of Man and the Channel Islands.

## SECTION SIX – FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION INSURANCE (CONTINUED)

### COVER

#### Part 1

**You** are covered up to £50,000 for **advisers' costs** to pursue:

- a) A **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home. The contract must have been made after **you** first purchased this insurance and, in respect of disputes over the purchase of **your** main home, the purchase must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- b) A **legal action** for financial compensation for damages following an accident resulting in personal injury or death against person or organisation directly responsible.
- c) A **legal action** brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment or **your** legal rights under employment laws.  
The breach of contract must have occurred at least 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- d) A **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began. An excess of £200 is applicable.
- e) A **legal action** for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.

#### Part 2

**You** are covered up to £50,000 for:

**Advisers' costs** to defend **legal action** brought against **you** following a breach of a contract **you** have for selling goods for the private and personal use of another person. This includes the sale of **your** main home. The contract must have been made after **you** first purchased this insurance and, in respect of disputes over the sale of **your** main home, the sale must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

#### Part 3

In respect of **insured incidents** arising from **identity fraud**, **you** are covered up to £15,000 for:

- a) **Advisers' costs** to defend **legal action** arising from claims against **you**, to reverse incorrect judgements obtained against **you** and to challenge a consumer credit rating or to witness **your signature**.
- b) Repeat charges when **you** reapply for credit which was originally rejected.
- c) Costs incurred by **you** relating to the sending of correspondence by recorded delivery and telephone calls to financial institutions, credit rating agencies or the police.
- d) Lost earnings incurred by **you** as a result of having to meet with financial institutions, credit rating agencies or the police.

Any claim for financial loss must be substantiated by documentary evidence.

## SECTION SIX – FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION INSURANCE (CONTINUED)

### Exclusions

#### 1. There is no cover where:

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

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

- Works undertaken or to be undertaken by or under the order of any government or public or local authority.
- Planning law.
- Constructing buildings or altering their structure.
- A dispute between **you** and someone **you** live with or have lived with.
- An allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- A lease or licence to use property or land.
- A venture for gain by **you** or **your** business partners.
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- A dispute between persons insured under this policy.
- Medical or clinical treatment, advice, assistance or care.
- A dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
- An application for judicial review.
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance.
- Subsidence – downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building.
- Heave – the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
- Landslip – downward movement of sloping ground.

#### 3. There is no cover:

- For **advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary.
- For the amount of **advisers' costs** in excess of **Arc's standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice.
- For damages, interest, fines or costs awarded against **you** in a criminal court.
- Where **you** have other legal costs insurance cover.
- For claims where that loss or damage is covered under another insurance policy.
- For claims made by or against **your** insurance **adviser**, the **insurance providers**, the **adviser** or **Arc**.
- For defending **legal actions** arising from anything **you** did deliberately or recklessly.
- For any contract dispute under Part 1a or 2 where the amount is less than £250 plus VAT.
- For appeals without the prior written consent of **Arc**.
- For any claim under Part 1c where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment.
- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion.
- For any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence.
- For claims involving a motor vehicle owned by **you** or which **you** are legally responsible for.
- For claims for **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any settlement agreement.
- For claims for **advisers' costs** awarded by an Employment or Employment Appeals Tribunal that **you** are ordered or agree to pay.
- For claims for **advisers' costs** where the member is entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.

## SECTION SIX – FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION INSURANCE (CONTINUED)

### Exclusions (Continued)

- For any claim **you** make which is false or fraudulent.
- For claims where **you** did not take reasonable precautions against **identity fraud** or take action to protect **yourself** from **identity fraud**.
- For claims where the **identity fraud** has been carried out by somebody living with **you**.
- For the costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising.
- For stress, psychological or emotional injury unless it arises from **you** suffering a physical injury.
- For illness, personal injury or death which is caused gradually or is not caused by a specific event.
- For **advisers costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

#### 4. Contracts (Rights of Third Parties) Act 1999:

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

### How to Make a Claim

As soon as **you** have a legal or **identity fraud** problem that **you** may require assistance with under this insurance, **you** should telephone the legal advice line.

In general terms, **you** are required to notify **Arc** as soon as possible of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice line for assistance.

**You** should have the following information available upon request:

- **Your** name and home postcode
- **Your** policy number
- An indication as to the nature of the problem
- Please advise the helpline that **you** are a “Beazley Pen Home Plus Insurance policyholder via Pen Underwriting”.

The helpline will ask **you** to complete and submit a claim form online by visiting <http://www.arclegal.co.uk/informationcentre/index.php>. Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

### Claims Conditions

- You** must notify claims as soon as reasonably possible and within 180 days of the incident for claims made under Parts 1 and 2 and within 45 days of the incident for claims made under Part 3. **Arc** will provide **you** with a claim form which must be returned promptly with all relevant information.
- Arc** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent, which shall not be reasonably withheld, **Arc** may reach a settlement of the **legal action**.
- You** must supply at **your** own expense all of the information which **Arc** reasonably requires to decide whether a claim may be accepted. If court proceedings are required or a **conflict of interest** arises, and **you** wish to nominate an **adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **adviser** of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **Arc's standard advisers' costs**.

The **adviser** must represent **you** in accordance with **Arc's** standard conditions of appointment available on request.

## SECTION SIX – FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION INSURANCE (CONTINUED)

### Claims Conditions (Continued)

- d) The **adviser** will:
  - i) Provide a detailed view of **your** prospects of success, including the prospects of enforcing any judgement obtained.
  - ii) Keep **Arc** fully advised of all developments and provide such information as **Arc** may require.
  - iii) Keep **Arc** regularly advised of **advisers' costs** incurred.
  - iv) Advise **Arc** of any offers to settle and payments in to court. If against **Arc's** advice in such offers or payments are not accepted, there shall be no further cover for **advisers' costs** unless **Arc** agrees in its absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if required by **Arc**.
  - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs**, **Arc** may require **you** to change **adviser**.
- f) **You** shall supply all information requested by the **adviser** and **Arc**.
- g) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **Arc's** prior consent. Any costs already paid by **Arc** will be reimbursed by **you**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **Arc's** prior consent. Any costs already paid by **Arc** will be reimbursed by **you**.

### Legal and Identity Fraud Advice Line

Use the 24-hour advisory service for telephone advice on any private legal or **identity fraud** problem of concern to **you** or any member of **your** household occurring within the United Kingdom, the Channel Islands or the Isle of Man. Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement. Simply telephone **0344 770 1040**.

### Disputes

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

### Prospects of Success

At any time **Arc** may, but only when supported by independent legal advice, form the view that **you** do not have more than 50% chance of winning the case and achieving a positive outcome. If so, **Arc** may decline support or any further support. Examples of a positive outcome are:

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

### Law and Jurisdiction Applicable to the Insurance

The parties are free to choose the law applicable to this insurance contract however, unless specifically agreed to the contrary, this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

### Language

The language for contractual terms and communication will be English.

## SECTION SIX – FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION INSURANCE (CONTINUED)

### Data Protection Act 1998

Details of **you**, **your** insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Under the Data Protection Act 1998 **you** are entitled to a copy of the information **we** hold about **you** on request, on payment of the relevant fee. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

**We** may monitor and record phone calls to help maintain **our** quality standards and for security purposes.

### Customer Service

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

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved together with an indication of when **you** will receive a final response. Within eight weeks, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

**Our** contact details are:

Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Tel: **01206 615000** Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: **0800 0234567** Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

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

### Authorisation

**Arc** Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Arc** Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are: Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, Registered No: FC008998

## SECTION SIX – FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION INSURANCE (CONTINUED)

### Additional Legal Services

In this package **our** aim is to provide a wide-ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate.

To help **you** deal with these and other matters which may arise, **we** are able to give **you** access to discounted legal services provided by **Arc** in partnership with **Arc's** panel solicitors. **Arc's** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required. If **you** would like to make use of the service please contact the number below for an initial telephone consultation which will be provided at no cost to **you**. **Arc's** panel solicitors will give **you** a quotation for the likely cost of its representation and it will then be **your** decision whether **you** appoint the firm to act for **you**. For a cost-free initial consultation, call the telephone legal advice line on **0344 770 1040**.

## SECTION SEVEN – DOMESTIC EMERGENCY INSURANCE

This insurance is underwritten by Inter Partner Assistance SA (IPA SA), The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK.

Axa Assistance (UK) Ltd provides the services and benefits described in this certificate during the **period of insurance** for which **you** have paid the premium.

### DEFINITIONS – SECTION SEVEN

Wherever these words in bold appear in Section Seven they will have the meanings shown below.

<b>Insured/You/Your</b>	The policyholder and/or any member of the policyholder's family normally living at the <b>property</b> .
<b>IPA/We/Us/Our</b>	Inter Partners Assistance SA, Who are a wholly owned subsidiary of Axa Assistance and part of the worldwide Axa Insurance Group located at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.
<b>Period of Insurance</b>	From the commencement date (the date your application is accepted by us) for the period for which the premium has been paid.
<b>Property</b>	Your principal permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.
<b>Emergency</b>	The result of a sudden and unforeseen incident at the property which immediately: <ol style="list-style-type: none"> <li>1. Exposes the insured or a third party to a risk to their health; or</li> <li>2. Creates a risk of loss of or damage to the property and/or any of your belongings; or</li> <li>3. Renders the property uninhabitable.</li> </ol> <p>This definition shall include damage to or breakdown of the essential services to the property and/or permanent and irreplaceable loss of all keys required to gain access to the property, but not outbuildings.</p>
<b>Essential Services</b>	Mains drainage to the boundary of the property, water, electricity and gas within the property and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency.
<b>Emergency Repairs</b>	Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair.
<b>Temporary Repair</b>	The repair that will resolve the emergency but may need to be replaced by a permanent repair.
<b>Permanent Repair</b>	Repairs and/or work required to put right the fault which caused the emergency on a permanent basis.
<b>Approved Contractor</b>	A tradesperson authorised in advance by Axa Assistance (UK) Ltd to carry out repairs.
<b>Vermin</b>	Brown or black rats, house or field mice, wasps and hornets nests.

### How to Make a Claim

To obtain **emergency** assistance, contact the 24-hour emergency helpline on: **0333 999 7529**.

**You** should have the following information available upon request:

- **Your** name and home postcode
- **Your** policy number
- An indication as to the nature of the problem
- Please advise the helpline that **you** are a "Beazley Pen Home Plus Insurance policyholder via Pen Underwriting".

### Data Protection Act 1998

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Under the Data Protection Act 1998 **you** are entitled to a copy of the information **we** hold about **you** on request, on payment of the relevant fee. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

**We** may monitor and record phone calls to help maintain **our** quality standards and for security purposes.

## SECTION SEVEN – DOMESTIC EMERGENCY INSURANCE (CONTINUED)

### WHAT IS COVERED

**Emergency** incidents that will be covered by this policy are:

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

### Domestic Emergency

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

### WHAT IS NOT COVERED

There are conditions and exclusions, shown below, which limit **your** cover. Please read them carefully to ensure this certificate meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not insured.

This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements **your** household insurance policies, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have a building insurance policy covering **your** property and a contents insurance policy covering **your** possessions.

### Exclusions

The following are excluded from the insurance:

- a) Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary ware.
- b) Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- c) External water supply pipes.
- d) Failure of the boiler or the heating occurring in the months May to August inclusive.
- e) Failure of boilers or heating systems that have not been inspected or services by a qualified person within the preceding 12 months.
- f) Boilers over 15 years old.
- g) Replacement of light bulbs and fuses in plugs.
- h) Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
- i) Loss of keys for outbuildings, garages and sheds.
- j) **Vermin** outside the main dwelling e.g. in garages and other outbuildings.
- k) Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- l) Damage to boundary walls, hedges, fences or gates.
- m) LPG-fuelled, oil-fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kw/hr.
- n) Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
- o) Septic tanks.

**We** will not be liable for any of the following:

- a) Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.
- b) The cost of replacement parts due to natural wear and tear or any loss or damage arising as a result of the **emergency**.
- c) Loss or damage however caused to personal items, such as paintings, electrical goods, **jewellery**, clothing, etc
- d) Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or **property** of the Utility Company.
- e) Any cost relating to the attempted repair by you or your own contractor.

## SECTION SEVEN – DOMESTIC EMERGENCY INSURANCE (CONTINUED)

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

### Inter Partner Assistance – A Promise of Service

We wish to provide you with a high standard of service. Very occasionally we receive complaints which we investigate at once. Every effort is made to resolve them to your satisfaction.

### Complaints Procedure

If **you** have a complaint please write to the Quality Manager, AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom. If **your** complaint relates to the service **you** experienced as a result of a claim, and **you** feel that the matter has not been resolved satisfactorily, **you** should contact the Managing Director of AXA Assistance (UK) Ltd at the above address. In the unlikely event that **you** are not satisfied with the response from AXA Assistance (UK) Ltd, **you** can ask us for details of the FOS, the Financial Ombudsman Service.

The existence of these procedures does not affect **your** right to take legal proceedings.

### Law and Jurisdiction Applicable to the Insurance

The parties are free to choose the law applicable to this insurance contract however, unless specifically agreed to the contrary, this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England. This certificate represents the entire agreement of the parties on the matters in question.

### General Conditions

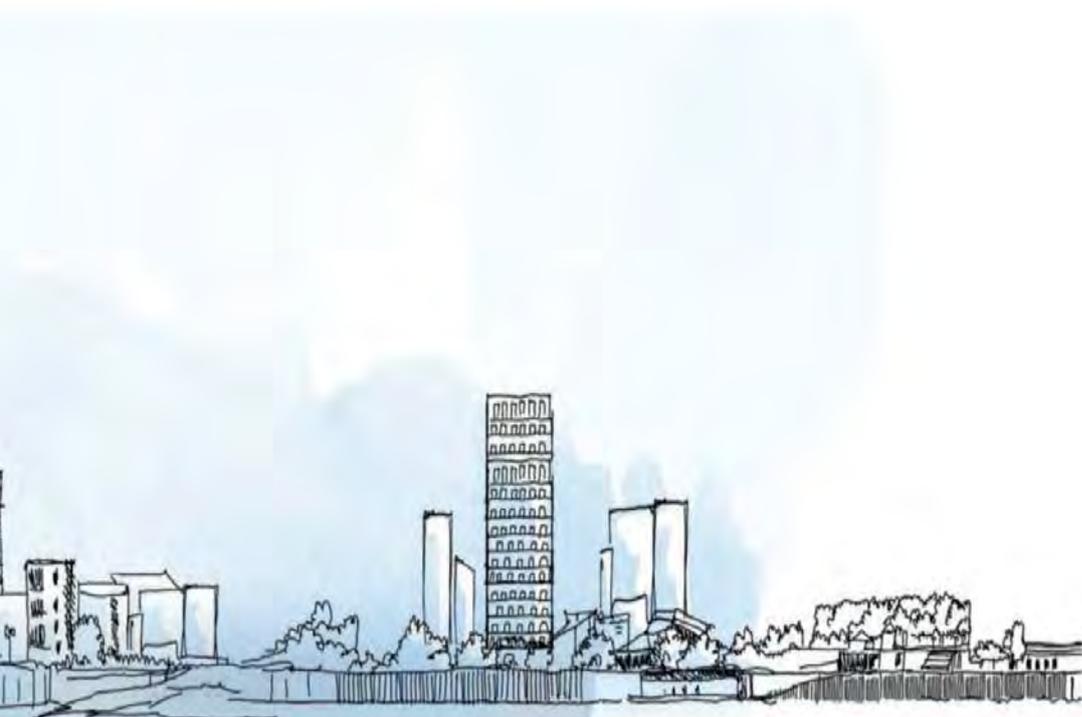
- a) No costs for repairs are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24-hour claims service telephone number provided and have authorised an approved contractor in advance.
- b) **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **our** other nominated agent.
- c) If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than our fair share (rateable proportion) of any claim.
- d) This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a periods of time or replacement of parts on a like-for like basis where the replacement is necessary to resolve the immediate **emergency**.
- e) **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

### Parts Availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair. There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** will a quotation for suitable repair.

## ANY QUESTIONS?

It is important that **you** read this document carefully to ensure it meets your requirements and needs. If **you** have any questions, please do not hesitate to contact **your broker** who will be pleased to assist.



**Pen**  
underwriting