



**Tansar**

## **Holiday Home Insurance Policy**

## Important Information

**You** must read this document in conjunction with **Your Policy Schedule** and any **Endorsements**. If any information contained in these documents is incorrect, please contact **Your Broker** as soon as possible. **You** must also notify **Your Broker** of any other alterations required to **Your** policy as soon as possible.

**We** will pay for any loss, damage, injury, costs or liability described in **Your Policy** arising from events happening during the **Period of Insurance** shown in **Your Policy Schedule** for which **You** have paid and **We** have accepted the premium.

**If You are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.**

## Contract of Insurance

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

This document, **Your Policy Schedule** and any **Endorsements** set out what is and what is not covered. They all form the contract of insurance between **You** and Insurers and should be read together.

Please check that they meet **Your** needs and that **You** understand them.

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

If **You** have any questions about these documents, please contact the **Broker** who arranged the policy for **You**, who will be pleased to help **You**.



Mike Fenton  
Director  
Tansar Holdings Ltd

## The Underwriters

This insurance is underwritten by the Insurance Company or Lloyd's syndicate whose name is specified in the **Policy Schedule** and administered on their behalf by Tansar Holdings Limited.

Tansar Holdings Limited are appointed representatives of Prestige Underwriting Services Limited who are authorised and regulated by the Financial Conduct Authority. FRN 730782. **You** can confirm this on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Tansar Holdings Limited is registered in England under company number 09841384. Registered Office: West House, 34 Broomfield Road, Chelmsford, Essex, CM1 1SW.

## Data Protection Notice

This Data Protection Notice explains how **We** may use **Your** details. It tells **You** about the registers and databases that **We** and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Subject to the provisions of the Data Protection Act 1998, **You** are entitled to receive a copy of the information **We** hold about **You**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer  
Tansar Holdings Limited  
10 Governors Place  
Carrickfergus  
Co. Antrim  
BT38 7BN

Any information **You** give to **Us** will be used by **Us** and other parties involved in the normal administration of **Your** Insurance. **We** may also share **Your** information with other Group Companies.

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Tel: 0303 123 1113 or 01625 54 57 45  
E-mail: mail@ico.gsi.gov.uk

## Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of our customers, **We** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. **We** pass information to the Claims and Underwriting Exchange Register operated by Insurance Database Services Ltd (IDS Ltd) and the UK Police. **We** may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when **You** make a claim, to validate **Your** claims history or that of any person or property likely to be involved in the claim.

As part of our anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, **Your** information will be checked against a range of databases/registers and a 'soft footprint' will be left on **Your** credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect **Your** credit score and **You** are the only person who can view them on **Your** credit report.

## Employers' Liability Tracing Office Notice

Certain information relating to **Your** insurance certificate or policy, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- the Employers' Reference Numbers (ERN) provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above named information provided to **Us** will be processed by **Us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

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## Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore **You** must refer to this section where such words or phrases appear.

**You/Your** - the person named as the 'insured' or 'policyholder' on the **Policy Schedule**,

**Your Family** – **Your** spouse or partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who normally live with **You** permanently.

**We/Us** – Tansar Holdings Limited on behalf of the Insurance Company or Lloyd's syndicate which covers **You** and whose name is specified in the **Policy Schedule**.

**Accidental Damage** - means sudden and as a result of an external visible and violent cause

**Approved Site** – A site which is registered with the Local Authority.

**Bodily Injury** – Death, injury, illness or disease.

**Broker** – a representative authorised by **Us** to sell and administer our insurance policies.

**Buildings** – The **Home, Static Caravan or Mobile Home** and its permanent fixtures and fittings (including fixed tanks providing fuel to the **Home**), swimming pools, permanently fixed hot tubs & jacuzzis, paths, drives, terraces, walls, hedges, gates, fences and fixed tanks providing fuel to the **Home, Static Caravan or Mobile Home**. In respect of **Static Caravans and Mobile Homes** the definition of **Buildings** refers to the structure of the unit excluding the base.

**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. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**Contents** – Household goods and personal property including pedal cycles up to the value of £250, **Money** and **Valuables** all belonging to or the responsibility of **You** or **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term **Contents** does not include; any permanent fixtures and fittings, property or **Money** held for professional or business purposes, securities and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories.

**Domestic Employee** – employed by the landlord for domestic services, i.e. cleaning, maintenance

**Electronic Data** - means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Endorsements/Clauses** – Any variation or addition to the terms of the policy.

**Excess** – The first part of any claim which **You** must pay as shown in **Your Policy Schedule**.

**Extended Family** - Family members such as **Your** children, parents and siblings, who do not reside with **You** on a permanent basis.

**Heave** – Upward movement of the ground beneath the **Buildings** caused by the soil expanding.

**Home** – The private dwelling of permanent construction comprising house, bungalow, cottage chalet or flat and its outbuildings at the address shown in the **Policy Schedule**.

**Index Linking (Buildings)** – The adjusting of sums insured in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.

**Index Linking (Contents)** – The adjusting of sums insured in line with the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

**Land** – The land belonging to the **Home**.

**Landslip** – Downward movement of sloping ground.

**Lent** - Where **Your** home is **Lent** to **Your Family, Your Extended Family** or friends, where no rent or monies are exchanged and no tenancy agreement is in place.

**Let** - Whilst **Your Home** is **Let** it is understood that there must be a tenancy agreement in place directly between **You** and the **Tenant(s)**. Failure to comply with this may result in **Your** policy being cancelled, your claim rejected or not fully paid

**Mobile Home** – A private dwelling of prefabricated construction that is permanently located in one place. The **Mobile Home** will be described in the **Policy Schedule** and kept on an **Approved Site**.

**Motorised Vehicle** – Any electrically or mechanically powered vehicle other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the **Land** belonging to **Your Home**.
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use).
- Golf carts and trolleys.
- Pedestrian controlled toys and models.

**Period of Insurance** – the period of time specified in **Your Policy Schedule** during which this policy is effective and for which **You** have paid or have agreed to pay the premium.

**Personal Money** – Cash, cheques, postal or money orders, travellers cheques, savings bonds and certificates, travel tickets, luncheon vouchers, gift tokens and current postage stamps (face value only).

**Policy Schedule** – a document which states the details of **You**, the property insured, the **Period of Insurance**, the insurance cover in force and any **Endorsements** which apply to the policy.

**Pro - Rata** – where a calculation is made proportionately.

**Settlement** – The natural downward movement of new properties due to compression of the soil under their own weight within 10 years of construction.

**Subsidence** – Downward movement of the ground beneath **Your Buildings** other than by **Settlement**.

**Static Caravan** – A private dwelling of prefabricated construction that is permanently located in one place. The **Static Caravan** will be described in the **Policy Schedule** and kept on an **Approved Site**.

**Tenant** - The occupier(s) of the **Home** when **Let** including **Let** holiday homes OR the leaseholder(s) of the **Home**.

**Territorial Limits** – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

**United Kingdom** – means England, Northern Ireland, Scotland and Wales

**Unfurnished** – The **Home** does not have enough furniture to be lived in normally.

**Unoccupied** – a) Insufficiently furnished for normal occupation, or  
b) Furnished for normal occupation, but has not been lived in for more than 60 consecutive days or is not being lived in overnight between the period 1<sup>st</sup> November and 31<sup>st</sup> March inclusive.

Extra Information – By ‘lived in’ we mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the **Home**.

**Valuables** – Jewellery, gold, silver, precious metals, clocks and watches, coin collections, medal and stamp collections, works of art, furs.

**Wear and Tear** - a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing

## Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in **Your Policy Schedule**:

Section Description	Cover Applicable		
	Buildings Only	Contents Only	Buildings and Contents
<b>Section 1</b> - Buildings	Yes	No	Yes
<b>Section 2</b> - Contents	No	Yes	Yes
<b>Section 3</b> - Liability	Yes	Yes	Yes
<b>Section 4</b> - Legal Expenses Insurance	Option	Option	Option
<b>Section 5</b> - Emergency Home Assistance	Option	Option	Option
<b>Section 6</b> - Emergency Travel	Yes	Yes	Yes

The sections entitled ‘**General Exclusions**’ and ‘**General Conditions**’ within this booklet apply to **Your** policy whatever cover **You** have.

**Your Policy Schedule** provides details of any special cover, **Excesses**, **Endorsements** or **exclusions** which apply to **Your** policy.



## Section 1 – Buildings

**Important Information** – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Buildings** section.

### What IS covered under this Section

#### 1.1 Loss of or damage to Buildings caused by:

- a) Fire, explosion, lightning, earthquake.
- b) Smoke.
- c) Riot, civil commotion, labour or political disturbances.
- d) Malicious persons or vandals.
- e) Storm or Flood.
- f) Escape of water or oil from any interior fixed heating or domestic water installation, fridges, freezers, washing machines or dishwashers.
- g) Theft or Attempted Theft.
- h) Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- i) Falling trees or branches, lamp posts or telegraph poles. If **We** accept a claim for damage to **Buildings** by falling trees, **We** will pay up to £500 for costs **You** have to pay for removing from the site the fallen part of the tree or the whole tree if it has been totally or partly uprooted.
- j) Falling receiving aerials (including satellite dishes).
- k) **Subsidence** or **Heave** of the site on which **Buildings** stand, or **Landslip**.

### What is NOT covered under this Section

- The first £1,000 of any **Subsidence, Heave** or **Landslip** claim.
- The first £500 of any claim for loss or damage caused by escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.
- Smoke damage caused by any gradually operating cause.
- Malicious loss or damage caused by persons lawfully in the **Home** or caused while the **Home** is **Unoccupied** or **Unfurnished**.
- Loss of or damage to hedges, gates and fences caused by storm or flood.
- Loss or damage caused by frost.
- Damage caused by an escape of water or oil while the **Home** is **Unoccupied** unless the water supply is turned off at the internal stop cock where the water enters the **Home** and all water tanks and pipes to the domestic water installation, washing machine(s) and dishwasher(s) are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 15C at all times.
- Damage to the installation or appliance itself caused by the escape of water or oil from it.
- Loss or damage caused by Malicious Damage, Theft or Attempted Theft by **You, Your Family, Your Extended Family** or any **Tenant** or any person lawfully in the **Home**.
- Loss or damage caused by Malicious Damage, Theft or Attempted Theft occurring while the **Home** is **Unoccupied**.
- Loss or damage caused by domestic pets.
- Damage to hedges, gates and fences caused by falling trees or branches, lamp posts or telegraph poles.
- Loss or damage caused by felling or lopping of trees.
- Costs for removing the part of the tree that is still below ground or restoring the site.
- Loss or damage to the receiving aerial, satellite dishes, fittings or mast itself caused by the fall of the device.
- **Subsidence, Heave** and **Landslip** caused by water escaping from the **Home**.

- Loss or damage resulting from:
  - a) The foundations settling, shrinking or expanding.
  - b) Coastal or river erosion.
  - c) Faulty workmanship or the use of defective materials.
  - d) Demolition, alteration or repair to the **Buildings**.
  - e) The bedding down of new structures or **Settlement** of made-up ground.
  - f) The movement of solid floors unless the foundation beneath the external walls of the **Home** are damaged by the same cause and at the same time.
- Loss or damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts as a result of **Subsidence, Heave** or **Landslip** unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.
- Diminution of Market Value
- Depreciation, weathering, **Wear and Tear**, mechanical and electrical failures or breakages.
- The effects of mildew, moth, vermin or any gradually operating or climatic cause.
- Damage to tyres by punctures, cuts, bursts or braking.
- Loss or damage that occurs while the **Static Caravan/Mobile Home** is hired by **You** to any person for reward unless the hiring is confined to a fixed **Approved Site**.
- Theft of fixtures, fittings, furnishings and utensils from the **Static Caravan/Mobile Home** while unattended, unless the **Static Caravan/Mobile Home** is securely locked and force and/or violence are used to get into it.

## 1.2 Removal of Debris and Demolition Costs

Up to 10% of the Sum Insured for **Buildings**, in any one **Period of Insurance** for:

- Expenses incurred by **You** with **Our** consent in removing debris, dismantling and/or demolishing, shoring or propping up of the portion or portions of the insured property destroyed or damaged by any cause for which cover is provided under **Section 1.1**.

### What is NOT covered under this Section

- Damage caused while the **Home** is **Unoccupied**.

## 1.3 Breakage of Fixed Glass and Sanitary Fittings

Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.

### What is NOT covered under this Section

- Breakage caused while the **Home** is **Unoccupied**.

## 1.4 Damage to Underground Services

**Accidental Damage** to underground services to the **Home** for which **You** are legally responsible.

### What is NOT covered under this Section

- Damage caused whilst clearing or attempting to clear a blockage.
- Damage to septic tank filters unless due to root infiltration.

## 1.5 Other Expenses

The additional costs of:

- Complying with government or local authority requirements.
- Architects, surveyors and any other professional fees.
- Clearing debris, demolition, shoring or propping up, necessary as a result of loss or damage insured by **Section 1 (Buildings)**.

### What is NOT covered under this Section

- Costs for complying with requirements notified before the loss or damage occurred.
- Fees charged for preparing any claim under this policy.

## 1.6 Temporary Accommodation and Loss of Hiring Charges

Up to 20% of the Sum Insured for **Buildings**, in any one **Period of Insurance** for:

- The costs of similar temporary accommodation in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which cover is provided under **Section 1.1**.
- Loss of hiring charges for bookings made in advance or based on a comparable period in the last 12 months in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which cover is provided under **Section 1.1**.

## 1.7 Selling Your Home

If **You** enter into a contract to sell any **Building** insured by this policy, and the **Building** is destroyed or damaged before the sale has been completed, the buyer will be entitled the benefit of **Section 1 (Buildings)**, for the damage or destruction, once the sale has been completed, provided that the **Building** is not insured under another policy arranged by or for the buyer.

## 1.8 Tracing and Accessing Leaks

In the event of damage to the **Buildings** caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the **Home**, We will pay the costs, up to £5,000 for removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak.

## 1.9 Emergency Access

**We** will cover damage to **Your Home** caused while gaining necessary access to deal with a medical emergency or an event which could result in damage to the **Home**. The section **Excess** does not apply to this peril.

## 1.10 Loss of Metered Water and Oil

Subject to cover by **Section 2 (Contents)** not being in force, **We** will pay up to £750 for loss of metered water or domestic heating oil (for which **You** are legally responsible) following **Accidental Damage** to fixed domestic water or heating installations situated in or on the **Home**.

### What is NOT covered under this Section

- Loss or damage caused while the **Home** is **Unfurnished** or **Unoccupied** for a period in excess of thirty days.

### 1.11 Electrical Power Surge

Damage to **Your Home** caused by an electrical power surge.

#### What is NOT covered under this Section

- Loss or damage caused by **Wear and Tear**, or use contrary to the manufacturer's recommendation.

### 1.12 Recovery and Delivery (Static Caravans and Mobile Homes only)

If the **Static Caravan/Mobile Home** is disabled because of loss or damage insured by the policy, **We** will pay towards the cost of protection and removal of the **Static Caravan/Mobile Home** to the nearest suitable repairer and returning it after repair to the site or storage compound where the **Static Caravan/Mobile Home** was sited. Where the **Static Caravan/Mobile Home** is connected to services **We** will pay the cost of disconnection and reconnection of services when the **Static Caravan/Mobile Home** is removed for repair.

#### What is NOT covered under this Section

- More than £1,500 in any one **Period of Insurance**.

### 1.13 Accidental Damage

Optional cover for **Accidental Damage** to the **Buildings**, which is applicable only when the property is occupied by or under the control of **You, Your Family, Your Extended Family, Your** friends staying free of charge or a **Tenant** (where a rental contract has been signed).

#### What is NOT covered under this Section

- The amount of any **Excess** shown in **Your Policy Schedule** or the deposit paid by **Your Tenant** (whichever is greater).
- Maintenance and normal redecoration costs.
- Damage which is specifically excluded elsewhere in **Section 1 (Buildings)**.
- Damage caused by **Settlement** or shrinkage of the **Buildings**.
- Damage caused by **Wear and Tear**, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew.
- Damage caused by faulty workmanship or design or the use of defective materials.
- Damage caused by chewing, scratching, tearing or fouling by domestic animals.
- Damage caused by building renovations, alterations, extensions or repairs.
- Damage caused by paying guests or **Tenants** other than where a rental contract has been signed.
- Damage caused by **Subsidence, Heave** and **Landslip** caused by Flood or Storm.

## Section 2 – Contents

**Important Information** – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Contents** section.

### What IS covered under this Section

#### 2.1 Loss of or damage to Contents whilst contained within the Home caused by:

- a) Fire, explosion, lightning, earthquake.
- b) Smoke.
- c) Riot, civil commotion, labour or political disturbances.
- d) Malicious persons or vandals.
- e) Storm or Flood.
- f) Escape of water or oil from any interior fixed heating or domestic water installation, fridges, freezers, washing machines or dishwashers and oil leaking from a fixed heating system.
- g) Theft or Attempted Theft.
- h) Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- i) Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles.
- j) Falling receiving aerials and their fittings (including satellite dishes) and solar panels.

### What is NOT covered under this Section

- Over £3,000 for any one item unless otherwise shown in the **Policy Schedule**.
- More than 5% of the **Contents** sum insured for any single item, pair or collection of **Valuables** unless otherwise shown in the **Policy Schedule**.
- More than 33.3% of the **Contents** sum insured in total for **Valuables** unless otherwise shown in the **Policy Schedule**.
- The first £500 of any escape of water or oil claim.
- Any amount exceeding £2,500 for loss or damage caused by Theft or Attempted Theft from Outbuildings (other than attached garages).
- Damage caused by any gradually operating cause.
- Malicious loss or damage caused by persons lawfully in the **Home** or caused while the **Home** is **Unoccupied** or **Unfurnished**.
- Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the **Home**.
- Damage caused by an escape of water or oil while the **Home** is **Unfurnished**.
- Damage caused by an escape of water or oil while the **Home** is **Unoccupied** unless the water supply is turned off at the internal stop cock where the water enters the **Home** and all water tanks and pipes to the domestic water installation, washing machine(s) and dishwasher(s) are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 15C at all times.
- Damage to the installation or appliance itself caused by the escape of water or oil from it.
- Loss or damage caused by Theft or Attempted Theft caused by persons lawfully in the **Home** or whilst the **Home** is **Unfurnished**.
- Loss or damage occurring whilst the **Home** or any part is **Lent** or **Let** unless involving forcible and violent entry to or exit from the **Home**.
- Loss or damage to **Valuables**, **Personal Money** or credit cards when the property is **Unoccupied**.
- Loss or damage caused by Theft or Attempted Theft while the **Home** is **Unoccupied**.
- Loss or damage caused by Theft or Attempted Theft contributed to or caused by **You**, **Your Family**, **Extended Family** or any **Domestic Employee** or attendant or person lawfully in the **Home**.
- Loss or damage caused by Theft or Attempted Theft to pedal cycles unless in a building or securely locked to an immovable object.

- Loss by deception unless deception is only used to gain entry to the **Home**.
- Theft of **Personal Money**, unless someone has broken into the **Home** by using force or violence or has got into the **Home** by deception.
- Theft if **You** live in a self-contained flat and theft is from any part of the **Building** that other people have access to.
- Theft if **You** live in a non-self-contained flat, unless someone has broken into the **Building** by using force and/or violence or has got into the **Building** by deception.
- Loss or damage caused by domestic pets.
- Loss or damage to the receiving aerial, satellite dishes, fittings or mast itself caused by the fall of the device.
- Loss or damage resulting from:
  - a) Coastal or river erosion.
  - b) Damage caused by **Subsidence, Heave and Landslip** caused by Flood or Storm.
  - c) Damage caused by **Subsidence, Heave and Landslip** caused by water escaping from the **Home**.
  - d) The foundations settling, shrinking or expanding.
  - e) Faulty workmanship or the use of defective materials
  - f) Demolition, alteration or repair to the **Buildings**.
  - g) The movement of solid floors unless the foundation beneath the external walls of the **Home** are damaged by the same cause and at the same time.

### What is NOT covered under this Section (Static Caravans and Mobile Homes Only)

These conditions are in addition to the **Contents** section exclusions.

- Motor vehicles **Static Caravan/Mobile Home**, trailers, pedal cycles and accessories, watercraft and accessories, outboard engines, **Personal Money** and credit cards, deeds, bonds, bills of exchange, securities for money, documents, manuscripts, travellers cheques, firearms, shotguns, golfing equipment, stamp collections, coin collections, medal collections, pictures, other works of art, items of gold, silver or precious metal, jewellery or fur.
- Any part of the **Static Caravan/Mobile Home** including landlord's fixtures and fittings.
- Any property specifically insured under another insurance policy.
- Goods used for business or professional purposes.
- Theft of fixtures, fittings, furnishings and utensils from the **Static Caravan/Mobile Home** while unattended unless the **Static Caravan/Mobile Home** is securely locked and force and violence are used to get into it.
- Depreciation, weathering, **Wear and Tear**, mechanical and electrical failures or breakages, the effects of mildew, moth, vermin or any gradually operating.
- Loss or damage that occurs while the **Static Caravan/Mobile Home** is hired by **You** to any person for reward unless the hiring is confined to a fixed **Approved Site**.

## 2.2 Breakage of Glass and Mirrors

Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.

### What is NOT covered under this Section

- Breakage caused while the **Home** is **Unoccupied**.

## 2.3 Additional Costs

Additional costs of alternative accommodation necessarily incurred by **You** as occupier if the **Buildings** are rendered inhabitable by any of the insured perils detailed in **Section 2.1**.

### What is NOT covered under this Section

- Any amount exceeding 10% of the total **Contents** sum insured.

## 2.4 Garden Ornaments and Furniture

**We** will pay the cost of replacing or repairing **Your** garden furniture, unfixed statues and barbecue equipment for loss or damage caused by an insured peril other than Storm or Flood.

### What is NOT covered under this Section

- An amount in excess of £750 in any one **Period of Insurance**.

## 2.5 Contents Temporarily Removed

Up to 20% of the **Contents** sum insured for loss of or damage to **Contents** temporarily removed from the **Home**, but within the **United Kingdom**, if and so far as these are not otherwise insured, for:

- Circumstances as described in **Section 2.1**, whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository.
- Loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft or Earthquake only.
- The process of removal and transit following permanent change of **Home** or whilst in transit to and from any furniture depository, caused by perils of Fire, Lightning, Explosion, Aircraft or Earthquake only.

### What is NOT covered under this Section

- Any amount exceeding £2,500 for loss of or damage to **Contents** from outbuildings.
- Loss of or damage to **Contents** occurring outside of the **United Kingdom**.
- Loss of or damage to **Contents** for sale or away on exhibition.
- Loss of or damage to **Contents** in the open caused by storm, flood or malicious damage.
- Loss of or damage to **Contents** by theft unless involving forcible and violent entry to or exit from a building.
- Cash, currency, bank notes, negotiable documents, or coins and stamps (including coins or stamps forming part of a coin or stamp collection).

## 2.6 Cash in Meters

Loss of cash contained in electricity or gas supply meters in **Your** property and for which **You** are responsible, up to a maximum of £50 following forcible and violent entry to the **Home**.

## 2.7 Theft of Keys

Up to £500 for the replacement of external door locks or lock mechanisms and keys to the **Home** if keys are accidentally lost or stolen.

## 2.8 Tenants Liability

Up to 20% of the **Contents** Sum Insured if **You** are legally responsible as a **Tenant** for:

- Loss of or damage to the **Home** and landlord's fixtures and fittings by any of the perils listed under **Contents Section 2.1**.
- Accidental breakage of fixed glass (including glass in solar panels), fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the **Home**.
- **Accidental Damage** to cables or underground pipes which provide services to or from the **Buildings** and septic tanks and drain inspection covers.

### What is NOT covered under this Section

- Loss or damage excluded in **Sections 2.1**.
- Loss or damage that happens while the **Home** has been left **Unoccupied**.
- Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

## 2.9 Metered Water and Loss of Oil

Up to £1,000 for the accidental loss of metered water or domestic heating oil following **Accidental Damage** to interior fixed domestic heating or water installations situated in or on the **Home**.

### What is NOT covered under this Section

- Loss or damage caused while the **Home** is **Unfurnished**.
- Loss or damage caused while the **Home** is not occupied for a period in excess of 30 days.

## 2.10 Title Deeds

Up to £500 for the cost of preparing new title deeds to the **Buildings** if they are lost or damaged by circumstances described in **Section 2.1** when in the **Home** or in **Your** bank.

## 2.11 Frozen Food

Up to £1,000 for spoilage of domestic food in any freezer in the **Home** caused by a malfunction or rise or fall in temperature in the freezer.

### What is NOT covered under this Section

- Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the **Home**.



## 2.12 Personal Effects and Money

- In addition to the Sum Insured shown in the **Policy Schedule** under the heading **Contents**, **We** will also pay up to £500 for loss of personal effects, including up to £100 **Personal Money**, subject to the terms and limitations of **Section 2.1** of this policy.

### What is NOT covered under this Section

- Loss of **Personal Money** by mistake in change, counting or overpayment.
- Loss of **Personal Money** not reported to the Police within 24 hours of discovery.
- Loss of **Personal Money** held for professional or business purposes.
- Loss of personal effects not reported to the Police within 24 hours of discovery.

## 2.13 Pedal Cycles

Accidental loss of or damage to pedal cycles up to a maximum of £250.

### What is NOT covered under this Section

- Loss or damage while being used for racing, pace making or trials.
- Loss or damage to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.
- Loss or damage unless in a building or securely locked to an immovable object.
- Loss or damage caused by electrical and/or mechanical fault or breakdown.
- Cover will be excluded if the pedal cycles are insured under any other insurance.

## 2.14 Accidental Damage Option

Optional cover for **Accidental Damage** to the **Contents**, which is applicable only when the property is occupied by or under the control of **You, Your Family, Your Extended Family, Your** friends staying free of charge or a **Tenant** (where a rental contract has been signed).

### What is NOT covered under this Section

- Food in freezers, clothing, contact lenses, stamps and pedal cycles
- The amount of any **Excess** shown in **Your Policy Schedule** or the deposit paid by **Your Tenant** (whichever is the greater).
- Loss in value.
- Any loss that is not the direct result of the insured incident itself.
- Damage which is specifically excluded elsewhere in **Section 2 (Contents)**.
- Maintenance and normal redecoration costs.
- Deterioration of food.
- Damage caused by **Wear and Tear**, light, weather conditions, damp, wet or dry rot, depreciation, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew.
- Damage caused by any process of dyeing, cleaning, alteration, repair, renovation and restoration.
- Damage caused by mechanical or electrical breakdown.
- Damage caused by paying guests or **Tenants** unless a rental contract has been signed.
- Damage caused by chewing, scratching, tearing or fouling by domestic animals.
- Damage caused by **Subsidence, Heave** or **Landslip**.

## Section 3 – Liability

**Important Information** – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Liability** section.

**Your Policy Schedule** shows if this Section is in force. For the purpose of this section only the **Definition of You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Home**.

### What IS covered under this Section

**You** will, subject to the Limit of Liability of up to £2,000,000, be covered against all sums for which **You** may be legally liable to pay in respect of:

- Accidental death, **Bodily Injury**, illness or disease to any person.
- Accidental loss or damage to the Property not belonging to **You** or in **Your** custody or control or any of **Your Tenants** or employees occurring on or about the **Home**.

### What is NOT covered under this Section

- Legal Liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.
- Legal Liability arising from **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family, Your Extended Family** other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- Legal Liability arising from any profession, business or employment of **You, Your Family** or **Your Extended Family** other than the letting of **Your Home**.
- Legal Liability arising out of the ownership of **Land** or **Buildings** other than the **Home** detailed in the **Policy Schedule**.
- Legal Liability for loss or damage to **Property** belonging to **You, Your Family** or **Your Extended Family** or in **Your** custody or control or any of **Your** employees.
- Legal Liability arising in connection with the use, ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- Legal Liability arising from the ownership or use of motor vehicles (other than gardening machines) or lifts.
- Legal Liability arising from the ownership or use of aircraft, drones or watercraft unless they are models or hand propelled.
- Legal Liability arising from pollution or contamination of any sort and, however caused.
- Legal Liability arising out of incidents where **You** are entitled to cover under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- Legal Liability arising from any infectious disease or condition **You** or a member of **Your Family** or **Extended Family** pass on to someone else.
- Legal Liability arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

## Section 3 – General Extensions

### What IS covered under this Section

- Sudden and Unintended Pollution

Although liability in respect of pollution is excluded in general terms under this policy, limited cover for Sudden and Unintended Pollution is provided by this extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

**Section 3 (Liability)** is extended to cover **Your** Legal Liability for damages and/or claimant's costs in respect of accidental **Bodily Injury** or **Accidental Damage** to property caused solely by:

- a) Pollution that results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one **Period of Insurance**. All pollution arising out of one incident shall be treated as having taken place at the time such incident takes place.
- Contractual Liability and Indemnity to Principal

**We** will, subject to the terms, exceptions, conditions and **Endorsements** of this Policy, reimburse **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to Property (to the extent that any contract or agreement entered into by **You** with any Principal so requires) as follows:

- a) Reimburse **You** against liability assumed by **You**.
- b) Reimburse the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that:
  - i. The conduct and control of claims is vested in **Us**.
  - ii. The Principal shall observe, fulfil and be subject to the terms and conditions and **Endorsements** of this Policy so far as they can apply.
  - iii. The cover shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any cover is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase **Our** liability to pay any amount in respect of any one claim or during the **Period of Insurance** in excess of the Limit of Liability.

- Payment to Other Persons

In the event of the death of the **Policyholder**, **Your** legal personal representative will be covered in respect of such liability incurred by **You**. Any of **Your** domestic servants will be covered in the same manner.

#### What is NOT covered under this Section

- Liability arising from accidental death, **Bodily Injury**, illness or disease to **You**, **Your Family** or **Extended Family** or any **Domestic Employee**.
- Liability arising from damage to property which belongs to **You**, **Your Family** or **Extended Family** or any **Domestic Employee**, or is in their custody and control.
- Liability arising from the ownership of the **Home** and any other **Buildings** or **Land**.
- Liability arising from any profession, business or employment of **You**, **Your Family** or **Your Extended Family**.
- Liability arising from the ownership, possession or use of motor vehicles (other than gardening machines), motor cycles, caravans, trailers or lifts.
- Liability arising from the ownership or use of aircraft, drones or watercraft unless they are models or hand propelled.
- Liability arising from any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations, however caused.
- Liability arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- Any liability arising from an award of a Court outside of the **United Kingdom**.
- Any agreement or contract unless liability would have applied anyway.

## Section 4 – Legal Expenses Insurance

**Your Policy Schedule** tells **You** if this section is in force.

### Legal & Tax Helpline

**You** can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone 0344 770 1040 and quote “**Tansar – Holiday Homes Legal Expenses Insurance**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the ‘General Conditions’ section below and should be read carefully. Two of the main conditions to this insurance are that:

#### Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Advisers’ Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers’ Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Duty of Disclosure

##### Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

##### Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer’s** decision to provide insurance to **You** on the terms agreed.

#### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## DEFINITIONS

Where the following words appear in bold they have these special meanings.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or accountants or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been started or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Reasonable legal or accountancy fees and disbursements incurred by the <b>Adviser</b> or other legal representative with <b>Our</b> prior written authority. Legal expenses 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.
<b>Conflict of Interest</b>	There is a <b>Conflict of Interest</b> 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.
<b>Dilapidations Inventory</b>	A full and detailed inventory of <b>Your</b> contents and their condition within the <b>Insured Property</b>
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract
<b>Excess</b>	The amount that <b>You</b> must pay towards the cost of any claim as stated below:-  <b>Property Infringement section: £250</b>  <b>All other sections £Nil</b>  The <b>Excess</b> shall be paid to and at the request of the <b>Adviser</b> .
<b>HM Revenue and Customs Full Enquiry</b>	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of <b>Your</b> PAYE income or gains.
<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.
<b>Insurer</b>	Inter Partner Assistance Societe Anonyme which is fully owned by the AXA Assistance Group.
<b>Insured Event</b>	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.  <u>Identity Fraud</u> In a claim arising from <b>Identity Fraud</b> the <b>Insured Event</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.  <u>Tax</u> In accountancy matters the <b>Insured Event</b> arises on the date that <b>You</b> or <b>Your Adviser</b> are contacted either verbally or in writing, by the relevant department of <b>HMRC</b> advising <b>You</b> of either dissatisfaction with <b>Your</b> returns, or amounts paid, or notice of intention to investigate.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

<b>Insured Property</b>	The property insured under the underlying Holiday Home policy to which this insurance attaches.
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Event</b> is stated below:  <b>All sections: £50,000</b>
<b>Occupier(s)</b>	The person(s) named in the agreement to occupy the <b>Insured Property</b> . At least one of the <b>Occupiers</b> must be aged 18 years or over.
<b>Period of Insurance</b>	One year from the inception or renewal date shown on <b>Your</b> insurance schedule.
<b>Standard Adviser's Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	European Union.
<b>Vehicle</b>	Any motor <b>Vehicle</b> or motorcycle owned by <b>You</b> .
<b>We/Us/Our</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the <b>Insurer</b> .
<b>You / Your</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance advisor. If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to <b>Your</b> death.

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## COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' 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 a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place in the **Territorial Limits**

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

## Consumer Pursuit

### What is insured

**Advisers' Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use in relation to the **Insured Property**. The contract must have been made after **You** first purchased this insurance.

### What is not insured:-

#### Claims

- Where the amount in dispute is less than £250 plus VAT
- Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

## Consumer Defence

### What is insured

**Advisers' Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling goods (in a private capacity) in relation to the **Insured Property**. The contract must have been made after **You** first purchased this insurance.

### What is not insured:-

#### Claims

- Where the amount in dispute is less than £250 plus VAT
- Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

## Property Infringement

### What is insured

**Advisers' Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**. 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.

### What is not insured

#### Claims

- For adverse possession
- In respect of a contract **You** have entered into
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

## Property Damage

### What is insured

**Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to the **Insured Property**. The damage must have been caused after **You** first purchased this insurance.

### What is not insured

#### Claims

- In respect of a contract **You** have entered into
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

## Tax

### What is insured

**Advisers' Costs** incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that HM Revenue and Customs reasonably requires

### What is not insured:-

#### Claims

- a) Where:
  - i) Deliberate misstatements or omissions have been made, to the authorities
  - ii) Income has been under-declared because of false representations or statements by **You**
  - iii) **You** are subject to an allegation of fraud
- b) For **Advisers' Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- c) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

## Eviction of Unauthorised Occupants

**Advisers' Costs** to pursue a **Legal Action** for repossession of **Your Insured Property**, if it has been occupied by an unauthorised party.

## Personal Identity Fraud

### What is insured

**Advisers' Costs** arising from **Identity Fraud**:-

- To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**
- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**



## What is not insured:-

### Claims

- Where **You** have not been the victim of **Identity Fraud**
- Where **You** did not take action to prevent **You** from further instances of **Identity Fraud** following an **Insured Event**
- Where the **Identity Fraud** has been carried out by somebody living with **You**
- For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

**You** must agree to be added to the CIFAS Protection Register if **We** recommend it.

## GENERAL EXCLUSIONS SPECIFIC TO SECTION 4

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

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity

### 2. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

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

- a) A dispute between **You** and someone **You** live with or have lived with
- b) An application for a judicial review
- c) Defending or pursuing new areas of law or test cases

### 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.

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## CONDITIONS SPECIFIC TO SECTION 4

### 1. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
  - i.) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in

excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.

- c) The **Adviser** will:-
  - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

## 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** 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

## 3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## 4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

## 5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

## 6. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

## 7. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), 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.

## 8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

## 9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

# Section 5 – Emergency Home Assistance

**Your Policy Schedule** tells **You** if this section is in force. This section is only available if **You** have **Section 1 (Buildings)** in force.

## INTANA PROPERTY EMERGENCY POLICY

### WELCOME

Thank you for taking out a policy with Collinson Insurance Services Limited and choosing Us for Your Property Emergency Insurance

As long as You have a valid Buildings insurance policy in force, Intana will provide the services and benefits described in this Policy:

- during any Period of Insurance set out in the schedule
- within the Geographical Limits

We will use the details that You have given Us to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. You should read all of these carefully, to ensure this policy meets Your individual requirements.

If You are unsure whether something is covered or excluded, please contact the company who sold You this Policy.

This policy is underwritten by Great Lakes Reinsurance (UK) SE, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

This insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The above details may be checked on the Financial Services Register at [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do)

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

## THE AIMS OF THIS INSURANCE

This insurance is an Property Emergency Assistance policy and not a household buildings or contents policy. It complements Your Buildings insurance policies, and provides benefits and services which are not available under that policy.

This Insurance does not cover normal day-to-day Property maintenance which You should carry out or pay for, such as items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers.

What We undertake to do is provide rapid, expert help if You suffer an Emergency in Your Property arising from an incident covered under the policy. We will arrange for one of Our Approved Contractors on Our nationwide list of authorised tradesmen to attend and take action to stabilise the situation and remove the Emergency.

**Cooling Off Period:** If, when reading Your policy, You decide that it does not meet Your requirements, please return the policy and Certificate within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and We will recover from You any payments We have made.

## MEANING OF WORDS

Certain words in Your policy document or Schedule have a particular meaning as shown below. Whenever We use one of these words it will always have the same meaning

**We/Us/Our:** Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**You/Your:** The person named on the Policy Schedule and anyone else legally residing at Your Property.

**Approved Contractor:** A tradesman approved and authorised by Us in advance to carry out repairs

**Emergency:** A sudden and unexpected event at Your Property which if not dealt with immediately will

- expose You or a third party to a risk to their health or
- make Your Property unsafe or insecure or
- will cause damage or further damage to Your Property and its contents or
- will leave Your Property without Mains Services

**Mains Services:** Mains drainage to the boundaries of Your Property, water, electricity and gas within the

Property

**Emergency Repair:** A temporary repair carried out by an Approved Contractor which is necessary to resolve the immediate Emergency but which will need to be replaced by a Permanent Repair

**Permanent Repair:** A repair or other work necessary to put right the damage caused to Your Property by the Emergency

**Geographical Limits:** Comprising of the mainland of Great Britain, Northern Ireland, , the Isle of Man and the Channel Islands.

**Property:** The house, bungalow or self contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in Your buildings insurance schedule This excludes bed-sits or properties with multiple occupation/ residential or nursing homes

**Period of Insurance:** The 12 month period starting from the commencement date shown on Your Buildings insurance schedule.

**Unoccupied:** Not been lived in by You or Your Family, or any other person with Your permission

**YOUR COVER**

What is Covered	What is Not Covered
An event which we consider to be an Emergency to Your Property by the following Causes:	•
Bursting or sudden leakage of water pipes within Your Property or failure of Your domestic hot water heating	<ul style="list-style-type: none"> <li>• dripping taps</li> <li>• burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.</li> <li>• slow seepage from joints or gaskets which does not involve a sudden escape of water.</li> <li>• leaking overflows</li> <li>• the results of hard water scaling deposits</li> <li>• breakage of any basin, bath, bidet or shower base</li> </ul>
Failure of or damage to underground drains or sewers	<ul style="list-style-type: none"> <li>• blockage of soil or waste pipes from sinks, basins, bidets, baths or showers</li> <li>• the results of hard water scaling deposits</li> </ul>
Failure of Your Mains Services for which You are legally responsible	<ul style="list-style-type: none"> <li>• malfunctioning or blockage of cesspits or septic tanks and their associated pipe work</li> <li>• loss or damage arising from the utility company interrupting or deliberately disconnecting the Mains Services or any equipment they are responsible for</li> </ul>
Complete failure of Your central heating system involving a boiler or warm air unit	<ul style="list-style-type: none"> <li>• replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.</li> <li>• any costs for work recommended as being undertaken following a service of Your boiler of warm air unit</li> <li>• any intermittent or reoccurring fault.</li> <li>• any water pressure adjustments or failure caused through hard water scale or sludge.</li> <li>• gas leaks from any pipes or appliances</li> <li>• any re-lighting of the pilot light caused by failure</li> </ul>

	<p>to follow the manufacturers re-lighting instructions.</p> <ul style="list-style-type: none"> <li>• any boiler or system noise</li> <li>• any radiator valves</li> <li>• any airlocks in the central heating piping</li> <li>• any costs relating to the repair or replacement of the central heating pump or wall or room thermostat</li> <li>• the results of hard water scaling deposits</li> <li>• which is over 10 years old and has an output more than 60kw per hour capacity</li> </ul>
Damage to, or mechanical failure of, the only accessible toilet or cistern in Your Property which results in complete loss of function.	<ul style="list-style-type: none"> <li>• any claim where there is another working toilet within Your Property</li> <li>• breakdown of, loss of or damage to Saniflow toilets</li> <li>• cost of replacement ceramics or parts</li> </ul>
Removal of wasp nests, field or house mice or brown rats within Your Property	<ul style="list-style-type: none"> <li>• any infestations or pests in gardens, or outbuildings</li> <li>• any damage caused by the pests or infestations or by their removal</li> </ul>
Break-in or vandalism compromising the security of your Property	<ul style="list-style-type: none"> <li>• breakage of internal glass or doors</li> <li>• vandalism caused by Your tenant or anyone staying at Your property with Your permission</li> <li>• any loss not reported to the Police</li> </ul>
Missing or repositioned roof tiles	<ul style="list-style-type: none"> <li>• flat or Tarpaulin Roofs</li> <li>• blocked or misaligned guttering</li> </ul>

## POLICY CONDITIONS SPECIFIC TO SECTION 5

- 1 You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid.
- 2 You must take all reasonable steps to protect Your Property and prevent loss and damage and to maintain Your Property in sound condition and good repair.
- 3 All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and You should keep all service documentation in case it is needed when You make a claim
- 4 If a claim is fraudulent in any respect all benefit under this Policy will be forfeited
- 5 We will insure You under this policy only if You keep to the terms and conditions of this policy
- 6 We may take proceedings at Our expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- 7 When You become aware of a possible claim under this policy, You must notify Us immediately. If for any reason We allow You to use Your own appointed contractor, You should obtain an estimate for the work and contact Us for authorisation to continue with the repair. You must then at Your own expense supply Us with a written statement and other supporting documentation that We may require to substantiate Your claim as soon as is reasonably possible.
- 8 If there is any dispute about the Policy interpretation, or if We have accepted a claim but there is a disagreement over the amount We will pay, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown under the Customer Satisfaction section. Using this Service will not affect Your legal rights.
- 9 You and We are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply
- 10 You must promptly pay Us or the Approved Contractor for all work authorised by You which is not

covered under this insurance policy

- 11 If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, You must provide Us with full details of the other contract. We will not pay more than Our fair share (rateable proportion) of any claim.

## POLICY EXCLUSIONS SPECIFIC TO SECTION 5

You are not covered for:

- 1 Any loss or damage arising from faults, damage or infestation that You were aware of at the time You entered into this contract
- 2 Any costs incurred when You have not notified Us and received Our prior agreement
- 3 Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement
- 4 Damage incurred in gaining necessary access or the cost of effecting Permanent Repairs once the Emergency has been resolved, including any redecoration or making good the fabric of the Property
- 5 Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards
- 6 Any claim when the Property has been left Unoccupied for 60 consecutive days or more
- 7 Any Claim where the Property is used for any business purposes other than letting to a tenant under a single or joint tenancy agreement or as a holiday home.
- 8 Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
- 9 any loss or damage arising as a consequence of:
  - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion
  - b) 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 thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 10 Any loss, injury, damage or legal liability arising directly or indirectly from:
  - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date
  - b) computer viruses
- 11 Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on Our part can be demonstrated. An example of this would be loss of wages as a result of an Emergency.
- 12 Costs associated with any other property, home contents or communal/shared areas of Your Property.
- 13 Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
- 14 Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by Our Approved Contractor to ensure that the original fault has received a Permanent Repair.
- 15 Any claim where no fault is found.
- 16 Failure of any services where the problem is situated outside the boundary of the plot of land on which Your Property is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.

## CUSTOMER SATISFACTION

**Our Promise of Service:** We aim to provide a first class service at all times. However, If You have a complaint You should contact Us in the first instance at:

Quality Department, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively telephone Us on 01444 442 010 or email Us at [quality@intana-assist.com](mailto:quality@intana-assist.com)

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and

Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123.

Please note

If You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case.

If you do not refer your complaint within the six months, the Ombudsman will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman is only able to intervene in respect of personal policyholders or micro -enterprise (i.e. with a turnover of less than €2,000,000 and less than 10 staff).

Your legal rights are not affected.

## CANCELLATION & RENEWAL PROVISIONS

**Your rights to cancel** You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any Premium You have paid to Us. In the case of renewals We will refund to You any Premium You have paid to Us less any payments We have made.

**Cancellation by You** If You subsequently give notice in writing or by telephone to Us to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

**Cancellation by Us** If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Insurance by giving You 14 days written notice of cancellation to the last address You provided Us with. Examples of when We might do this includes You not paying a Premium instalment when due, Us discovering that Your property is no longer eligible for cover, etc.

**Premium position upon cancellation by Us** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You or Your estate.

If however an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

## DATA PROTECTION

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form. Enquiries in relation to data held by Collinson Insurance Services Limited should be directed to the Customer Contact Centre Manager, Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.



## FINANCIAL SERVICES COMPENSATION SCHEME FOR SECTION 5

Collinson Insurance Services Limited and Great Lakes Reinsurance (UK) SE are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website

## Section 6 – Emergency Travel

**Your Policy Schedule** tells **You** if this section is in force.

Subject to **Our** prior agreement and approval this section covers the cost of one return air or rail ticket to the **Home** for **Your** use, the costs of a second return air or rail ticket for a member of **Your Family** or **Extended Family**, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Home** being uninhabitable.

### What is NOT covered under this Section

- Costs of any ticket exceeding £300.
- Costs of any temporary accommodation in excess of £400.
- The total cost of any claim(s) under this section in excess of £1,000 in any **Period of Insurance**.
- Any claim where the loss or damage under **Sections 1.1 (Buildings)** and **2.1 (Contents)** is less than £1,500.
- Any loss or damage reported over 21 days after the date of loss.
- Any claim that is not supported by travel documents, hotel receipts or any other documents that will provide the basis of claims settlement.

## General Exclusions Specific to Sections 1, 2, 3 and 6

This policy does not cover any loss, damage, liability or injury nor any **Accidental Damage**, liability or **Bodily Injury** directly or indirectly caused by, or contributed to, or arising from:

### 1. Loss in Value

**We** will not pay for any loss in value of any property following repair or replacement.

### 2. War, Riot and Terrorism

**We** will not pay for any loss, damage or liability that is directly or indirectly caused by:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority.
- Any acts of Terrorism.  
For this exclusion an act of terrorism means an act including for example the use of force or violence and/or the threat thereof, any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### 3. Nuclear/Radioactive Contamination

**We** will not pay for any loss, damage or liability that is directly or indirectly caused by:

- Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste.
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

#### 4. **Pollution**

**We** will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring.

#### 5. **Sonic Bangs**

**We** will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 6. **Criminal Acts**

**We** will not pay for any loss, damage or liability caused whilst property is being used by **You**, **Your Family** or **Your Extended Family** in connection with a crime or as a means of avoiding lawful apprehension.

#### 7. **Electronic Data Exclusion**

Despite any provision to the contrary within the Policy or any **Endorsement**, it is understood and agreed as follows:-

- a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Period of Insurance** to property insured by this policy directly caused by such listed peril.

Listed Perils  
Fire  
Explosion

#### 8. **Electronic Data Processing Media Valuation**

Despite any provision to the contrary within the policy or any **Endorsement** thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

## General Conditions Specific to Sections 1, 2, 3 and 6

### 1. **Your duty: Information You have given Us**

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** 14 days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

## 2. Reasonable Care

**You** must take all steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

## 3. Other Insurances

If any accidental loss or **Accidental Damage** covered by this policy is insured elsewhere **We** will only pay **Our** rateable proportion of any claim.

## 4. Changes in Circumstances

**You** must tell **Us** as soon as possible about any changes to the information **You** provided at the time **You** took out this policy or during the policy cover. Examples of such changes:

- If **You** change **Your** insured address.
- If **You** change **Your** name.
- If **You** change **Your** occupation(s) or the trade in which **You** work.
- If the property is used for business and the type of business use.
- If the property is no longer **Your** main residence.
- If the property is **Let** or sublet.
- If there are paying guests or lodgers.
- If the number of consecutive days that the property is **Unoccupied** increases.
- If the property becomes permanently **Unoccupied** (e.g. not lived in, or intended to be lived in or insufficiently furnished for normal living purposes).

- If **You** are convicted of a criminal offence (other than a motoring offence).
- If **You** become bankrupt.
- If the full rebuilding costs of **Your** property changes (if **You** have **Your Buildings** insurance with **Us**).
- If the **Contents** sum insured changes (if **You** have these sections insured with **Us**).
- If there are any renovations or building works being carried out, or due to commence, at **Your Home**.
- If the type of locks or alarm should change, or if **You** no longer have an alarm maintenance contract in force.
- If the property is no longer self-contained or does not have its own lockable entrance.
- If the property is not in a good state of repair.
- If there is any flooding to the property, or within 100m of the property.
- If the property is showing signs of potential **Subsidence, Landslip** or **Heave** damage (e.g. cracking).
- If any other houses in the same street have been affected by **Subsidence, Landslip** or **Heave**.
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**
- If **You** have any other insurance policy refused, declined, cancelled or voided.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## 5. Cancellation

### Cooling-off Period - Your Right of Cancellation

Once **You** have entered into this insurance contract with **Us**, **You** are entitled to 14 days to decide whether **You** wish to proceed. This 14 day period will commence from either the inception date of the contract as shown on the **Policy Schedule** or the date on which **You** receive the full terms and conditions of the contract, whichever is later.

If **You** wish to cancel this policy then **You** should contact **Your Broker** via telephone, email or written confirmation. Provided there has not been a claim made in that period, a full return of premium will be made.

### By Us

**We** or **Your** authorised **Broker** have the right to cancel this policy at any time where there is a valid reason for doing so by giving **You** 14 days' notice in writing. A cancellation letter will be sent to the latest address **We** have for **You** and will set out the reason for cancellation. Valid reasons include but are not limited to:

- Where **Your Broker** has been unable to collect a premium payment. In this case they will contact **You** in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. **Your** policy will be cancelled if payment is not received by the end of the cancellation notice period;
- Non-receipt of requested documentation such as a copy of **Your** valuations or evidence of no claim bonus. In this case **Your Broker** will ask **You** to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. **Your** policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- Where **You** have not told **Us** about any changes to the information **You** provided at the time of quotation, when **You** took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to **Us**. Examples of changes are listed in the General Conditions section under 'Changes in circumstances';
- Where **We** suspect or have evidence of criminal or fraudulent activity.

If **We** cancel **Your** policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter **Your Broker** will send to **You**.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

#### **By You**

**You** may cancel this policy at any time by contacting **Your Broker** via telephone, email or written confirmation. **We** will provide a refund of premium based on a **pro-rata** basis for the period in which **You** received cover, excluding **Your** policy administration fee. If a claim has been made there will be no refund of any premium paid.

### **6. Claims Handling**

- **You** must tell **Us** without delay about any event that could lead to a claim.
- **You** must send **Us** unanswered any letter, claim, writ or summons **You, Your Family** or **Your Extended Family** receive as soon as possible.
- **You** must give **Us** all the information and assistance **We** require to deal with the claim and **You, Your Family** or **Your Extended Family** must not accept responsibility for any claim against **You, Your Family** or **Extended Family** or make any offer or promise to pay a claim.
- **You** must fully co-operate with any third party service providers **We** (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to **You** upon request).
- **You** must report to the Police any Theft, Malicious Damage, Vandalism or loss of property as soon as possible.
- **You** must take all steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- **We** are entitled to take over, defend or settle any claim under this policy in **Your** name or any other person covered by this policy and **We** are entitled to take legal action in any such name to recover any payments **We** make.
- **We** may enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery. If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

### **7. Electronic Service**

In the event that **We** bring proceedings against **You** as a result of any act or omission by **You** in relation to this policy **We** may, at our discretion, serve proceedings upon **You** by email utilising the email address **You** provided to **Us** when taking out this policy or such other email address **You** notify to **Us** in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 megabytes (MB).

### **8. Fraudulent Claims**

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) **We** need not return any of the premium paid.

## 9. Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sums Insured bears to the full replacement cost. For example, if the Sum Insured represents only one half of the full replacement **We** will only pay for one half of the amount lost or damaged.

## 10. Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

## 11. Protection Maintenance

Any protections for the safety of the insured property shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Home** is left unattended.

## 12. Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 13. Third Party Rights

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

## 14. Fees

Tansar Holdings Limited will charge the following non-refundable Administration and Fraud Protection Fees:

- New Business and Renewal - £15 plus insurance premium tax (IPT)
- All Mid-term Adjustments - £15 plus insurance premium tax (IPT)

There will be no fee charged if the policy is cancelled during the 14 day cooling off period.

## Financial Services Compensation Scheme

**You** may be entitled to compensation if **Your** Insurer(s) cannot meet their liabilities under this policy. This depends on the type of business and circumstances of **Your** claim.

For full information on this if required please refer to **Your Policy Schedule** where there is a section on the Financial Services Compensation Scheme.

## Complaints

If **You** have any enquiries or complaints arising from **Your** policy, please contact the agent that arranged **Your** policy.

Alternatively, **You** can email us at [complaints@tansar.co.uk](mailto:complaints@tansar.co.uk) or write to Tansar Holdings Limited at the address given below:

West House,  
34, Broomfield Road,  
Chelmsford,  
Essex.  
CM1 1SW

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a “fixed line”, for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

**From outside the United Kingdom**

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit <http://ec.europa.eu/odr>

Following the complaints procedure does not impact **Your** rights to legal action.

## How to Make a Claim

### Making a Claim under Sections 1, 2, 3 and 6

#### If you need to make a claim

1. Check **Your** policy and **Your Policy Schedule** carefully to make sure that **you** are insured.
2. Please phone the number shown on **Your Policy Schedule** as soon as possible to report the loss or damage. They will tell **You** what **You** need to do next.

If possible please have the following information to hand when **you** telephone the claims line:

- policy number;
- **Home** postcode;
- nature of problem;

If **You** are a victim of theft, malicious damage, vandalism or something is damaged away from the **Home**, tell the police or issuing authority first and request an incident number.

If **You** have had to pay a tradesman to make urgent repairs necessary to prevent further loss or damage **You** should ask for and keep hold of any receipts they give **You**.

3. Do not
  - admit fault if **You**, **Your Family** or **Your Extended Family** are being held responsible for injury or damage.
  - pay, offer or agree to pay any amount or admit responsibility without our permission;
  - carry out any permanent repairs or dispose of any damaged items until **We** have been given the opportunity to inspect the damage.

If **you** receive any documentation regarding a claim such as letters or receipts please send them to **Us** unanswered and without delay to the address in **Your Policy Schedule**.

#### What might we ask you to do or what might we need to do?

To help **Us** handle **Your** claim as quickly as possible **We** may:

- ask **You** to take steps to recover any property which has been lost;
- ask **You** to send **Us** at our expense, all the documents and information (including written estimates and proof of value or ownership) **We** may require.
- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **We** have agreed to pay a claim and deal with them in a reasonable manner; or
- leave the remains of any property insured by the policy for which **We** have agreed to pay a claim with **You** to and deal with as **You** see appropriate;
- take over, defend or settle any claim made against **You** or at our own expense, take legal action in **Your** name to get back any payment **We** have made under this policy.

Further information is provided on **Your Policy Schedule** together with the claim phone number in respect of how to make a claim.



## Making a Claim under Section 4 (Legal Expenses Insurance)

As soon as **You** have a legal or tax problem that **You** may require assistance with under this insurance **You** should telephone the Legal & Tax Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or an accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). 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.

In general terms, **You** are required to immediately notify **Us** 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 & Tax Helpline.

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### Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### Customer Service

**Our** 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 yet plus 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 08000 234 567  
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). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

### 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.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Making a Claim under Section 5 (Emergency Home Assistance)

### How we settle a claim

We will arrange for an Approved Contractor to assess the situation and carry out Emergency Repairs to Your Property to stabilise the situation and remove the Emergency or restore the normal operation of the boiler or warm air unit

Where the cost of a Permanent Repair is similar to the cost of an Emergency Repair We may, at Our sole discretion, authorise Our Approved Contractor to undertake a Permanent Repair to Your Property

We will pay up to a maximum of **£500** for any claim including VAT, call-out charges, labour, parts and materials

Whilst We will make every effort to make sure that We supply You with the full range of services in all Emergencies covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent Us from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that We will pay during any Period of Insurance is **£2500** including VAT

### What to do if you need to make a claim

When You become aware of a possible claim under this policy, You must notify Us immediately by telephone on:

**01444 446 333**

We will then advise You how to protect yourself and Your Property

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to You or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services

**SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO  
NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999**