



sense one one

Your Home Insurance Policy Wording



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Important Information

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Sense One One Home Insurance document. **Your home** insurance document sets out the conditions of the contract between **you** and **us**.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This policy relates only to those sections which are shown in the **schedule** as being included and each **home** included as separate **premises** in the **schedule** is considered to be covered as if separately insured.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This policy is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No-one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and **you** comply with **your** duties under "Important Information – Your Duties" and **your** duties under the insurance as a whole.

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

If **you** do not comply with the above then **you** may not receive payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your** policy.



Important Information continued...

Bedroom Rated Calculation

You insurance premium has been arrived at based upon the information that **you** have told **us** about **you** and the insured property. In calculating this premium, **we** have not asked **you** about the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**.

Consequently, the **sums insured** that are shown in **your schedule** may not reflect the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**.

Please note that the rebuilding cost of **your home** may be different from its market value.

While **your broker** can guide **you**, it is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore keep the **sums insured** at a level which represents the full value of the property.

Full value should represent the following:

- For **Buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For **Contents** – the current cost as new; and
- For **Valuables, Antiques and Works of Art, Gold and Silver, Personal Possessions** – the current market value.

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

Your Duties

You must notify **your broker**:

- as soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat;
- if **you** make any changes that will downgrade the security or fire protections at the risk address;
- if **you** stop using the **premises** as **your permanent home**; or
- if **you** regularly leave the **home unoccupied** or regularly leave the **home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Important Information – Our right to cancel" on page 7.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment may be reduced.



Important Information continued...

Information you have given us

Duty of Care

You have a duty to take reasonable care not to make a misrepresentation regarding the information that **you** provide to **us** in connection with **your** insurance policy.

As **your** insurers, **we** rely upon the information **you** provide to set the premium and terms for **your** insurance policy.

Remedies for breach of Duty of Care

Deliberate or Reckless

Where **we** identify a deliberate or reckless misrepresentation of information **we** may; avoid **your** insurance policy (which means to treat it as if it never existed), refuse all claims; and not return the premium.

If the deliberate or reckless misrepresentation applies to a change to **your** insurance policy, **we** may cancel the policy and refuse all claims made after the date of the misrepresentation. **We** will deal with any valid claim made before the misrepresentation, within the terms and conditions of **your** policy.

Careless

Where **we** identify a careless misrepresentation of information that:

(a) relates to an outstanding claim, and:

- (i) had **we** known the truth, **we** would not have offered **you** insurance, **we** may; avoid **your** insurance policy (which means to treat it as if it never existed), refuse all claims and return any premiums paid.
- (ii) **we** would have offered **you** insurance, but on different terms (excluding terms relating to the premium), **we** may at **our** option apply those terms retrospectively and then deal with **your** claim.
- (iii) **we** would have offered **you** insurance, but at a higher premium, **we** may pay only a proportion of the claim (e.g. if **you** paid only 50% of the premium that was due, **we** will reduce the value of the claim by 50%).

(b) does not relate to any outstanding claim;

- (i) **we** may apply the remedies noted in (a) above; and / or
- (ii) cancel **your** policy and return the proportionate premium due (this does not affect any claims prior to the cancellation date).



Important Information continued...

How to make changes to this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

You must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** has previously provided to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):

- a change of name;
- a change to **your** occupation or the nature of business in which **you** work;
- anyone covered by this policy having any unspent convictions for a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or business capacity), receiving a County Court Judgment (CCJ) or entering into an Individual Voluntary Arrangement (IVA); and
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your home** that should be notified include (but are not limited to):

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any **business** use;
- any works being carried out at **your home**;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your** permanent **home**;
- if **you** regularly leave **your home unoccupied/unattended** at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Important Information – Our right to cancel" on page 7.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER – if **you** fail to notify **us** of changes then **you** may not receive payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your** policy.

Renewal of this insurance

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends. If **we** offer to do this for **you**, **your broker** will contact **you** at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew **your** policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of **your** policy to allow enough time for **you** to make alternative insurance arrangements.



Important Information continued...

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 days:

- of buying this insurance; or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** will not refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our right to cancel

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing by recorded delivery to **your** last known address. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information - Your Duties" on page 4;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** pay **your** premium by monthly direct debit under a credit facility provided by **us** or on **our** behalf and there is a default in payment, **we** will contact **you** to request payment by a given date, which will be 14 days from the date **we** contact **you**. If payment is still not received by this date, **we** may then cancel this policy. No refund or credit of premium will be due when cancellation takes place in these circumstances.



Important Information continued...

How to make a claim

We aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown in **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

We have set out below how to find what **you** need to know to make a claim or use a service under this policy.

Sections One to Five

Your duties:

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full written details within 30 days. The contact details for reporting a claim are shown on **your schedule**.
- 2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within 30 days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

Defending claims

We may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of this policy, as detailed below:

- Conditions that only apply to Section One – Buildings on page 25
- Conditions that only apply to Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home on page 33
- Conditions that only apply to Section Three – Personal Possessions, Money and Credit Cards, Pedal Cycles and Valuables away from the home on page 35
- Condition that only applies to Section Four – Accidents to Domestic Employees on page 37



Important Information continued...

Section Six – Legal Expenses

If **you** need to make a claim under this Section **you** must notify **us** as soon as reasonably possible.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or at any time of the day by downloading one at www.arag.co.uk/newclaims

Please also refer to “How to make a claim” on page 43 and “Conditions that only apply to Section Six – Legal Expenses” on page 48.

Section Seven – Helplines

If **you** require assistance, **you** should contact the applicable service using the numbers shown below:

Legal and tax advice: Call **our** confidential legal and tax advice helpline on 0330 303 1839. The legal advice helpline is open 24 hours a day, 365 days a year. Tax advice is available between 9am and 5pm on weekdays (except bank holidays).

Identity theft: Call 0333 000 2083 between 8am and 8pm.

Consumer Legal Services: Register at www.araglegal.co.uk/arag and enter voucher code AFE48BBE98B5 to access **our** digital law guide and download legal documents to help with consumer legal matters.

Please also refer to Section Seven on page 50 for full details of these services.

Section Eight – Home Emergency

Please telephone 0330 303 1841 as soon as reasonably possible (lines are open 24 hours a day, 365 days a year). Please provide **us** with **your** name, address, postcode and the nature of the problem. Also, please refer to “How to make a claim” on page 54 and “Conditions that only apply to Section Eight – Home emergency on page 55.

Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the policy from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.



Important Information continued...

Complaints

How to make a complaint

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

If **you** have any questions or concerns about this policy or the handling of a claim **you** should, in the first instance, contact **your broker** or the following:

Sections 1 to 5: Please contact MS Amlin Underwriting Limited

Sections 6 to 8: Please contact ARAG

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so by contacting **us** at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

Sections 1 to 5:

Post: Complaints, MS Amlin Underwriting Limited, The Leadenhall Building,
122 Leadenhall Street, London EC3V 4AG.

Telephone: +44 (0) 20 7746 1300

Fax: +44 (0) 20 7746 1001

Email: complaints@msamlin.com

Website: www.msamlin.com

Sections 6 to 8:

Post: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Telephone: +44 (0) 117 917 1561

Email: customerrelations@arag.co.uk

Website: www.arag.co.uk

If **your** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime,
Chatham, Kent, ME4 4RN

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com

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

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.



Important Information continued...

Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: Fixed: 0800 0234567 Mobile: 0300 1239123
Outside UK: +44 (0) 20 7964 0500
Fax: +44 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of the final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Alternatively, if **you** are a private individual and **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website www.fscs.org.uk

Privacy Notice

Information we process

You should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title. In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** Internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.



Important Information continued...

How we use your information

Your personal and/or sensitive personal information may be used by us in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who we share your information with

We may pass your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers. We may also share your personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the MS Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

We will not disclose your personal and/or sensitive personal information to anyone outside the MS Amlin Group of companies except:

- where we have your permission;
- where we are required or permitted to do so by law;
- to other companies who provide a service to us or you; and/or
- where we may transfer rights and obligations under the insurance.

Why it is necessary to share information

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when we suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

The transferring of information outside the European Economic Area

In providing insurance services, we may transfer your personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens we will ensure that appropriate measures are taken to safeguard your personal and/or sensitive personal information.

Access to your information

You have a right to know what personal and/or sensitive personal information we hold about you. If you would like to know what information we hold, please contact the Data Privacy Officer at the address listed within this notice, stating the reason for your enquiry. We may write back requesting you to confirm your identity, we may also charge a fee of £10 for processing your enquiry.

If we do hold information about you, we will:

- give you a description of it;
- tell you why we are holding it;
- tell you who it could be disclosed to; and
- let you have a copy of the information in an intelligible form.

If some of your information is inaccurate, you can ask us to correct any mistakes by contacting our Data Privacy Officer.



Important Information continued...

Providing consent to process your information

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

Changes to this Notice

We keep **our** privacy notice under regular review. This notice was last updated on the 20th October 2015.

Contacting us

If **you** have any questions relating to the processing of **your** information, please write to:

The MS Amlin Data Privacy Officer, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

You can also email **us** at: dataprivacyofficer@msamlin.com

For information about the MS Amlin Group of companies please visit www.msamlin.com



Important Information continued...

Language

The language of this policy and any communication throughout the duration of the **period of insurance** will be English.

Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a business with its registered office or principal place of business situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Our Regulator

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 02739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.

Rights of Third Parties

A person who is not a party to this policy 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 apart from that Act.

Sanctions

This policy will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulations applicable to **us**.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. (LSW 1001)

Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid directly to the appropriate authority.



General Definitions

The following words will have the same meaning wherever they appear in this policy, **your schedule** or any **endorsement** attaching to this policy other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in this policy wording, **your schedule** or any **endorsement** attaching to this policy. Please also refer to the additional definitions in Section 6 – Legal expenses and Section 8 – Home emergency’.

Accidental Damage	Damage caused suddenly and unexpectedly
Additional rebuilding expenses	Architects’, surveyors’, consulting engineers’, land agents’ fees and legal fees, the cost of removing debris and making the buildings safe; and costs you are responsible for to meet any government or local authority requirements following damage to the buildings which is covered under Section One – Buildings.
Antiques and works of art	Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objets d’art, china, glass, porcelain, sculptures inside and outside your home , rugs, tapestries, wine, clocks, barometers, stamps, coins and medal collections and all other collectable property owned by you or for which you are legally responsible and which is not business property.
ARAG/our administrators	ARAG Plc registered in England number 02585818; registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN, who we have authorised to administer Sections 6-8 of this insurance. ARAG Plc is authorised and regulated by the Financial Conduct Authority under firm registration 452369.
Bodily injury	Death, illness, injury or disease.
Broker	The person, people or company who arranged this insurance for you .
Buildings	The home , its decorations and your and your tenants’ improvements including: <ul style="list-style-type: none"> • fixtures and fittings attached to the home (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building); • fixed water tanks, apparatus and pipes; • underground service pipes and cables, sewers, drains and septic tanks; • permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks owned by you or for which you are legally responsible within the premises .
Business Contents	Computer, telecommunication and office equipment, office furniture and stationery owned by you .
Computer viruses	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.



General Definitions continued...

Contents

Contents includes:

- deeds and registered bonds;
- fridge and freezer contents;
- garden furniture and items normally kept outdoors;
- tenants fixtures and fittings;
- **valuables** within the **home**

Contents does not include:

- property primarily held for business or professional purposes (other than **business contents**);
- electrically or mechanically powered vehicles (other than domestic garden machinery up to £2,500);
- aircraft;
- any type of watercraft
- caravans;
- trailers;
- trailer tents and their parts and accessories;
- any living creature;
- any part of the **buildings** other than satellite dishes and receiving aerials and their fittings and masts, all belonging to **you** or for which **you** are responsible and are contained in, or fixed to, the **home**, or in the open within the boundaries of the **premises** up to £2,500; or
- property more specifically insured by this or any other policy.

Credit cards

Credit, charge, debit, bank, prepaid and cash dispenser cards.

Credit cards does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services;
- **credit cards** used for or held for any trade, business or professional purposes.

Damage(d)

Physical **damage** to or loss or destruction of property.

Domestic employees

Any person working for **you** in connection with domestic duties who is:

- employed by **you** under a contract of service; or
- self-employed and working on a labour-only basis under **your** control or supervision.

Endorsement

A change in the terms and conditions of this insurance.

Excess

The first part of any claim which **you** must pay.

Garden

The ground next to **your home** and within the **premises** which is used only:

- for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business) and
- as a place of relaxation and enjoyment.

The **garden** does not include woods and paddocks.

Gold and silver

Gold and silver and **gold and silver** plated items.



General Definitions continued...

Heave	Upward and/or lateral movement of the site on which your buildings stand caused by the swelling of the ground.
Home	Private dwelling and its domestic outbuildings and garages used for domestic purposes at the premises shown in the schedule
Landslip	Downward movement of sloping ground
Money	<ul style="list-style-type: none"> • Current legal tender, cheques, postal and money orders; • Postage stamps not forming part of a stamp collection; • Saving stamps and saving certificates, traveller's cheques; • Electronic cash pre-payment cards, gift cards, phone cards or vouchers, premium bonds, luncheon or retail vouchers and season or travel tickets. <p>Money does not include:</p> <ul style="list-style-type: none"> • promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratch cards, raffle tickets; or • money used or held for any trade, professional or business purposes.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Possessions	<p>Personal items including photographic, musical equipment and sports equipment (other than as noted under) which are normally worn or carried by you. This also includes pedal cycles.</p> <p>Personal possessions does not include:</p> <ul style="list-style-type: none"> • Car audio equipment; • China, glass, pottery and any other similar items of a brittle nature; • Contact or corneal lenses; • Deeds, bonds and other personal documents; • Household Goods, other than items designed to be carried on the person • Money or credit cards; • Property which is used for trade, business or professional purposes (other than portable computer equipment and mobile phones); • Skis (including sticks and bindings) and snowboards; • Sub aqua diving equipment; • Televisions and satellite receiving equipment; • Valuables.
Premises	The address which is shown in the schedule .
Schedule	The schedule is part of this insurance and contains details of you , details of the premises , the sums insured , the period of insurance and the sections of this insurance and any endorsements which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates or tiles.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Sum Insured	The amount shown on the schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy document or on the schedule .



General Definitions continued...

Tenant's improvements	Alterations and decorations, which have been made by you or a previous occupier, that are not insured under any other insurance.
Territorial Limit	Worldwide
Terrorism	Any act(s) including but not limited to: <ul style="list-style-type: none"> • the causing, occasioning or threatening of harm of whatever nature and by whatever means; and • putting the public or any section of the public in fear <p>in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.</p>
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.
Unoccupied	When your home has not been lived in by you or your family or by anyone who has your permission for more than 60 days, or has not been furnished for normal occupation for more than 60 days.
Valuables	Jewellery, watches, precious metals (other than gold and silver), gemstones, furs.
Vermin	Brown or black rats, house or field mice and wasps' or hornets' nests
We, us or our	Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.
You/Your	The person or people named in the schedule as the insured and all permanent members of your home (including resident domestic employees and those in full-time education).



General Exclusions

a) Building Works

We will not pay for loss, **damage** or liability caused by building works that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin and **we** confirm that **we** have received **your** notification.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, **you** must tell **us** this before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Biological, chemical, radioactive or nuclear contamination

We will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; and
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

We will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

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

c) Electronic data

We will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
 - a) **computer viruses**, erasure or corruption of electronic data; or
 - b) the failure of any equipment to correctly recognise the date or change of date.

d) Existing, deliberate and indirect damage

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

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf, unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

e) War

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

f) Pollution

We will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware or when **you** ought to have become aware, of the leakage.

General Conditions

a) Building Works

You must tell **your broker** at least 30 days before work is to be done on **Your Home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **Your Home**.

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

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell **us** at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Policy Coverage

We will treat each **premises** included under this insurance as if separately insured.

c) Other insurance

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

This clause does not apply to Section Two Additional Cover K) Fatal Injury Benefit on page 31.

d) Excess

The first part of any claim which **you** must pay as set out below.

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£250 for escape of water claims; £1,000 for subsidence, heave or landslip claims; £100 for all other claims unless it is stated in this section that an excess does not apply.
Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home	£250 for escape of water claims; £100 for all other claims unless it is stated in this section that an excess does not apply.
Section Three – Personal Possessions, Money and Credit Cards and Pedal Cycles and Valuables away from the home	£100 for all claims unless it is stated in this section that an excess does not apply.
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Expenses	£250 for D) b) Property claims Nil for all other claims
Section Seven – Helplines	Nil
Section Eight – Home Emergency	Nil



Section One – Buildings

Optional section of cover – please read **your schedule** to see if **you** have insurance cover under this section.

The Standard Cover

Covering the **buildings** as defined in this policy.

What is covered	What is not covered
This insurance covers damage to buildings caused by the following events:	We will not pay for:
1) fire, lightning, explosion or earthquake.	
2) smoke damage .	damage resulting from any gradually operating cause.
3) storm, flood or weight of snow.	damage: a) caused by frost; b) to gates, fences or hedges.
4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer in the home or oil installation.	damage caused while the home is unoccupied .
5) freezing, forcible or violent bursting of any fixed heating or domestic water installation in the home .	damage caused while the home is unoccupied .
6) theft or attempted theft.	damage caused: a) by you or by any person lawfully in the home ; b) while the home is: i) unoccupied ; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.
7) riot, strike, labour or political disturbance or civil commotion.	
8) malicious acts or vandalism.	damage caused a) by you or by any person lawfully in the home ; b) while the home is: i) unoccupied ; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.



Section One – Buildings continued...

What is covered	What is not covered
<p>9) subsidence, heave or landslip of the site upon which the buildings stand.</p>	<p>damage:</p> <ul style="list-style-type: none"> a) to paths, drives, terraces, patios, walls, gates, fences, swimming pools, and tennis courts, unless the walls of the home are damaged at the same time, by the same cause; b) due to coastal or river erosion; c) resulting from demolition, alteration or repair to the buildings; d) resulting from faulty workmanship or the use of defective materials; e) resulting from the movement of solid floors, unless the walls of the home are damaged at the same time and by the same cause; f) resulting from the bedding down of new structures or the settlement of made up ground.
<p>10) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.</p>	<p>damage caused by your domestic pets.</p>
<p>11) falling trees, branches, telegraph and other utility poles and lamp-posts.</p>	<p>damage:</p> <ul style="list-style-type: none"> a) to gates, fences or hedges; b) caused by felling or lopping.
<p>12) falling satellite dishes, receiving aerials and their fittings and masts.</p>	<p>damage caused to falling satellite dishes, receiving aerials and their fittings and masts.</p>
<p>13) accidental damage of fixed glass, sanitary ware and ceramic hobs fixed to and forming part of the buildings.</p>	
<p>14) accidental damage of drains and pipes and accidental damage to cables and underground services, septic tanks and drain inspection covers which are used to provide services to or from your home, or for which you are legally responsible.</p>	<p>damage:</p> <ul style="list-style-type: none"> a) resulting from wear and tear or any gradually operating cause; b) caused by or from poor or faulty design, workmanship or materials.



Section One – Buildings continued...

Additional Covers

This Section of the insurance also covers	We will not pay
<p>A) Loss of Rent and Cost of Temporary Accommodation</p> <p>Up to 25% of the buildings sum insured in total in any one period of insurance for:</p> <ul style="list-style-type: none"> a) loss of rent payable to you; b) any ground rent payable by you; or c) the reasonable costs of similar necessary temporary accommodation for you, and your domestic pets, <p>if it is not possible to live in the home as the result of damage insured by this Section.</p>	<ul style="list-style-type: none"> i) for any costs incurred without our permission. ii) for the cost of alternative accommodation for anyone who is not a member of your family. <p>The excess does not apply to this cover.</p>
<p>B) Compulsory Evacuation</p> <p>We will pay your rent and temporary accommodation costs if your home cannot be lived in because you are prevented from doing so by a responsible authority:</p> <ul style="list-style-type: none"> a) following damage to a neighbouring property; or b) because of a risk to your health and safety from something external to your home. <p>We will pay the additional costs that we agree to in advance, incurred for a maximum of 30 days in total in any one period of insurance for:</p> <ul style="list-style-type: none"> i. rent you are responsible for paying; and ii. the cost of similar necessary temporary accommodation for you and that of your domestic pets. 	<ul style="list-style-type: none"> i) for any costs incurred without our permission. ii) for the cost of alternative accommodation for anyone who is not a member of your family. <p>The excess does not apply to this cover.</p>
<p>C) Additional Fees and Costs</p> <p>Expenses you have to pay and which we have agreed in writing for additional rebuilding expenses following loss or damage to the buildings which is covered under Section One.</p>	<ul style="list-style-type: none"> i) for any expenses for preparing a claim or an estimate of loss or damage; or ii) for any costs if government or local authority requirements had been served on you before the loss or damage. iii) for fees or related costs applying to any undamaged part(s) of your building <p>The excess does not apply to this cover.</p>



Section One – Buildings continued...

This Section of the insurance also covers	We will not pay
<p>D) Selling Your Home</p> <p>If you are selling your home, the purchaser will have the benefit of this Section during the period between exchange of contracts and completion.</p>	<p>if insurance on the buildings of the home has been arranged by or for the buyer.</p> <p>The excess does not apply to this cover.</p>
<p>E) Emergency Access</p> <p>The cost of repairs following forcible access to your home due to a medical emergency or to prevent further loss or damage insured under this Section.</p>	<p>The excess does not apply to this cover.</p>
<p>F) Trace and Access</p> <p>Up to £7,500 in total in any one period of insurance for costs of locating the source of damage caused by escape of water or oil at the home as insured by this Section, costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search.</p>	
<p>G) Metered Water</p> <p>Up to £2,500 in total in any one period of insurance for loss of metered water following accidental damage to fixed domestic water or heating installations in or on the home.</p>	<p>for damage caused while the home is unoccupied.</p> <p>If you claim for a loss under sections One and Two we will not pay more than £2,500 in total.</p> <p>The excess does not apply to this cover.</p>
<p>H) Garden Cover</p> <p>Costs you have to pay to restore your garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by people acting maliciously or the emergency services.</p>	<p>i) For more than £1,000 for any one plant, tree or shrub in total in any one period of insurance.</p> <p>ii) for more than 10% of the buildings sum insured during the period of insurance.</p>
<p>I) Essential Alterations</p> <p>Costs involved in modifying the buildings where a medical or physical need has arisen following a physical and/ or violent assault in the home, on the recommendations contained in a Medical Officer's Report.</p>	<p>any amount over £2,500 in any one period of insurance.</p>



Section One – Buildings continued...

**Accidental Damage
(Section One – Buildings optional additional cover)**

Please refer to **your schedule** which will show if **we** are providing **you** insurance cover under this extension.

What is covered	What is not covered
We will pay for the following:	We will not pay for the following:
Accidental Damage to buildings.	a) the cost of maintenance. b) damage specifically excluded elsewhere in this Section. c) damage caused while the home is lent, let or sub-let. d) damage caused by wear and tear, domestic pets, insects, vermin , rot, fungus, atmospheric or climatic conditions or any gradually operating cause. e) damage caused by faulty workmanship or design or the use of defective materials. f) damage caused by settlement or shrinkage of the buildings . g) damage caused while the home is unoccupied .

Conditions that only apply to Section One – Buildings

How we settle claims for damage to buildings

Provided that, at the time of **damage** the **buildings** are in a good state of repair, **we** will, at **our** option, pay for the cost of work carried out to repair or replace the **damaged** parts of **your buildings** and agreed fees and related costs.

The replacement cost is the cost of rebuilding the **buildings** at the same location in the same size, style and design and with the same quality of materials and workmanship, including the additional costs and expenses described in C) Additional Fees and Costs under this Section of this policy.

If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:

- the **buildings** were in a good state of repair immediately before the loss or **damage**; and
- the **damage** has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.



Section One – Buildings continued...

Matching items

We will not pay for the cost of replacing any undamaged item, or parts of items, forming part of a set, suite or which have a common design or use, for example a bathroom suite or fitted kitchen units when **damage** occurs within a clearly identifiable area or to a specific part.

Limitations that apply to Section One – Buildings

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions d) **Excess** on page 20.
- 2) The maximum amount payable for each claim is the **sum insured** or any limits shown on **your schedule** plus the limit shown in accordance with additional cover A) Loss of Rent and Cost of Temporary Accommodation.



Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home

Optional section of cover - please read **your schedule** to see if **you** have insurance cover under this section.

The Standard Cover

Covering the **contents** of **your home** as defined in this policy.

What is covered	What is not covered
This insurance covers damage to contents, antiques and works of art, gold and silver caused by the following events:	We will not pay for:
1) fire, lightning, explosion or earthquake.	
2) smoke damage .	damage resulting from any gradually operating cause.
3) storm, flood or weight of snow.	a) damage caused by frost; b) damage caused by a rise in the water table.
4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.	damage caused while the home is unoccupied .
5) theft or attempted theft.	a) damage caused by you or by any person lawfully in the home ; b) damage caused while the home is unoccupied , or the home is lent, let or sub-let, unless there is forcible and violent entry or exit;
6) riot, strike, labour or political disturbance or civil commotion.	
7) malicious acts or vandalism.	damage caused: a) by you or by any person lawfully in the home ; b) while the home is: i) unoccupied ; or ii) lent, let or sub-let, unless there is forcible and violent entry or exit.
8) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.	damage caused by domestic pets.



Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home continued...

<p>9) subsidence or heave of the site upon which the buildings stand, or landslip.</p>	<p>a) damage due to coastal or river erosion; b) damage resulting from demolition, alteration or repair to the buildings; c) damage resulting from faulty workmanship or the use of defective materials; d) damage resulting from the movement of solid floors, unless the external walls of the home are damaged at the same time and by the same cause; e) damage resulting from the bedding down of new structures or settlement of made up ground.</p>
<p>10) falling trees, branches, telegraph and other utility poles and lamp-posts.</p>	<p>damage caused by felling or lopping.</p>
<p>11) falling satellite dishes, receiving aerials and their fittings and masts.</p>	
<p>12) accidental damage to ceramic hobs, mirrors, glass tops to furniture and fixed glass in furniture in the home.</p>	<p>damage caused while the home is unoccupied</p>
<p>13) accidental damage to television, satellite, audio, video entertainment equipment and computer equipment in the home and satellite dishes, closed circuit television cameras, receiving aerials and their fittings and masts permanently fixed to the home.</p>	<p>a) damage specifically excluded elsewhere in this Section; b) damage caused to video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records and computer or computer equipment designed to be portable unless you have purchased the optional accidental damage extension; c) damage which occurs while the home is lent, let or sub-let, or while the home is unoccupied; d) damage by wear and tear, rot, fungus, atmospheric or climatic conditions, domestic pets, vermin, moth or any gradually operating cause; e) mechanical or electrical defect or breakdown; cleaning, repair, restoration or use contrary to maker's instructions; f) damage caused by paying guests or tenants.</p>



Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home continued...

Additional Covers

This Section of the insurance also covers	We will not pay for
<p>A) Contents Temporarily Removed Up to 20% of the contents sum insured for damage to contents temporarily removed from the home, but within the United Kingdom, caused by any of Events 1 - 11 of Standard Cover under Section Two.</p>	<ul style="list-style-type: none"> i) storm, flood or malicious damage to contents which are not in a building. ii) damage insured under another insurance policy. iii) damage to contents for sale or away on exhibition or in a furniture depository. iv) theft, unless there is forcible and violent entry to or exit from a building. v) damage specifically excluded in the standard cover to this Section. vi) loss or damage caused by malicious persons or vandals or theft or attempted theft if the premises where your contents are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.
<p>B) Contents Temporarily at College, University, or Boarding School Up to £2,500 for damage to contents temporarily removed from the home, but within the United Kingdom, for the purpose of attending a college, university or boarding school caused by any of Events 1 - 11 of the Standard Cover under Section Two.</p>	<ul style="list-style-type: none"> i) theft, unless there is forcible and violent entry to or exit from a building. ii) damage insured under another insurance policy. iii) damage specifically excluded in the standard cover to this Section. iv) loss or damage caused by malicious persons or vandals or theft or attempted theft if the premises where your contents are temporarily kept are left for more than 60 days in a row without any person residing, living or working there. v) more than £1,500 in respect of any claim for a single item.
<p>C) Permanent Household Removal Accidental damage to contents, antiques and works of art, gold and silver while in direct transit from the home for permanent removal to another address owned or occupied by you within the United Kingdom.</p>	<ul style="list-style-type: none"> i) damage to china, glass, earthenware and brittle items, unless they have been packed by a professional packer. ii) damage caused by scratching, denting or bruising. iii) damage to contents in storage. iv) damage insured under another insurance policy. v) loss of money.
<p>D) Loss of Rent and Cost of Temporary Accommodation Up to 25% of the contents sum insured in total in any one period of insurance for:</p> <ul style="list-style-type: none"> a) rent payable by you or to you; or b) the reasonable costs of necessary temporary accommodation for you and your domestic pets, <p>if it is not possible to live in the home as the result of damage insured by Section Two.</p>	<ul style="list-style-type: none"> i) any costs incurred without our permission. ii) the cost of alternative accommodation for anyone who is not a member of your family. <p>The excess does not apply to this cover.</p>

Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home continued...

This Section of the insurance also covers	We will not pay
<p>E) Compulsory Evacuation We will pay your rent and temporary accommodation costs if your home cannot be lived in because you are prevented from doing so by a responsible authority:</p> <ul style="list-style-type: none"> a) following damage to a neighbouring property; or b) because of a risk to your health and safety from something external to your home. <p>We will pay the additional costs that we agree to in advance, incurred for a maximum of 30 days in total in any one period of insurance for:</p> <ul style="list-style-type: none"> i. rent you are responsible for paying; and ii. the cost of similar necessary temporary accommodation for you and that of your domestic pets. 	<ul style="list-style-type: none"> i) costs incurred without our permission. ii) the cost of alternative accommodation for anyone who is not a member of your family. <p>The excess does not apply to this cover.</p>
<p>F) Tenants Liability Up to 20% of the contents sum insured in total in any one period of insurance for your legal liability as tenant for damage caused to buildings by any of Events 1 - 13 of the Standard Cover under Section One - Buildings which includes the costs and expenses described in Additional Cover C) of Section One – Buildings.</p>	<p>The excess does not apply to this cover.</p>
<p>G) Replacement Locks Up to £1,000 in total in any one period of insurance for replacing necessary locks and keys of:</p> <ul style="list-style-type: none"> a) alarms and safes installed in the home; and b) external doors and windows of the home following loss or theft of the keys. 	<p>The excess does not apply to this cover.</p>
<p>H) Freezer Contents For spoilage of domestic food in any freezer in the home caused by any malfunction or rise or fall of temperature in the freezer or contamination by refrigeration fumes.</p>	<ul style="list-style-type: none"> i) spoilage resulting from the deliberate disconnection by the supply authority of the individual electricity supply to the home. ii) loss or damage while your home is unoccupied. <p>The excess does not apply to this cover.</p>



Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home continued...

<p>I) Metered Water Up to £2,500 for loss of metered water following accidental damage to fixed domestic water or heating installations in or on the home.</p>	<p>damage caused while the home is unoccupied. If you claim any loss under Sections One and Two we will not pay more than £2,500 in total. The excess does not apply to this cover.</p>
<p>J) Domestic Heating Oil Up to £2,500 for loss of domestic heating oil following accidental damage to fixed domestic water or heating installations in or on the home.</p>	<p>damage caused while the home is unoccupied. The excess does not apply to this cover.</p>
<p>K) Fatal Injury Benefit Following fatal injury to you caused by fire or assault by burglars at the premises provided that death ensues within 12 months of injury, we will pay: a) £10,000 for each insured person aged 16 years and over; and b) £5,000 for each person under 16 years at the time of their death.</p>	<p>The excess does not apply to this cover.</p>
<p>L) Business Contents Up to £5,000 or 10% of the contents sum insured whichever is the lesser in total in any one period of insurance following accidental damage to Business Contents that belong to you or for which you are legally responsible, used in connection with your business or occupation whilst in your home.</p>	<p>i) property more specifically insured under a commercial insurance contract; ii) damage specifically excluded under Events 1 – 13 and Accidental Damage (Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home optional Additional Cover) if selected.</p>
<p>M) Emergency Access The cost of repairs to contents following forcible access to your home due to a medical emergency or to prevent further loss or damage insured under this Section.</p>	<p>The excess does not apply to this cover.</p>
<p>N) Gifts We will pay up to £2,500 for gifts in the home relating to a wedding, birthday, anniversary, religious or other celebration for a member of your family including for a period of one month before and one month after the event.</p>	<p>for damage specifically excluded under Events 1 – 13 and Accidental Damage (Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home optional Additional Cover) if selected.</p>
<p>O) Domestic Machinery £2,500 in total in any one period of insurance for domestic garden machinery used within the premises.</p>	<p>for damage by theft or attempted theft and/or malicious damage to domestic garden machinery when not kept in a locked building.</p>

Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home continued...

**Accidental Damage
(Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home optional Additional Cover)**

Please refer to **your schedule** which will show if **we** are providing **you** insurance cover under this Additional Cover.

What is covered	What is not covered
<p>We will pay for the following:</p>	<p>We will not pay for the following:</p>
<p>Accidental Damage to contents, antiques and works of art, gold and silver in the home</p>	<ul style="list-style-type: none"> a) damage specifically excluded elsewhere in Section Two; b) damage caused to food in freezers, clothing, contact lenses, stamps and pedal cycles; c) while the home is lent, let or sub-let; d) while the home is unoccupied; e) damage by: <ul style="list-style-type: none"> i) wear and tear, domestic pets, vermin, rot, fungus, moth, infestation, atmospheric or climatic conditions or any gradually operating cause; ii) mechanical or electrical defect or breakdown; iii) cleaning, repair, restoration or use contrary to maker's instructions; iv) paying guests or tenants.



Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home continued...

Conditions that only apply to Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home

Claims Settlement

Provided that, at the time of loss or **damage**, the **sum insured** is not less than the full replacement cost, **we** will, at **our** option:

- 1) replace the item(s) as new;
- 2) pay the cost of repair for items which can be economically repaired; or
- 3) pay the full replacement cost.

The full replacement cost is the cost of replacing all **contents** as new, less an amount for wear, tear and depreciation on clothing and household linen.

In the event of total loss or destruction of **antiques and works of art, gold and silver**, **we** will pay the **sum insured** for such items or their market value at the time of the loss, whichever is the less.

Unless specified on **your schedule**, the maximum amount payable by **us** for any one claim for the property mentioned below is the **sum insured** stated below.

Please note: Any single item of **Valuables** and **Gold and Silver** with a value of more than £5,000 and any single item of **Antiques and Works of Art** with a value of more than £10,000 must be specified under section 2.

	<u>Sum Insured</u>
a) Deeds, bonds and other personal documents not defined as money	£1,500
b) Contents in an outbuilding other than a garage	£5,000
c) Contents in the open within the premises	£500
d) Valuables	£7,500
e) Antiques and Works of Art	£15,000
f) Gold and Silver	£10,000

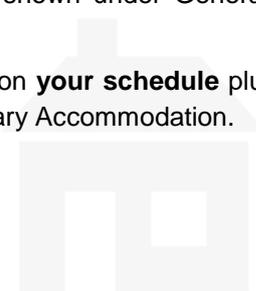
The **sum insured** will not be reduced following payment of a claim.

Matching items

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Limitations that apply to Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions d) **Excess** on page 20.
- 2) The maximum amount payable for each claim is the **sum insured** or any limits shown on **your schedule** plus the limit shown in accordance with additional cover D) Loss of Rent and Cost of Temporary Accommodation.



Section Three – Personal Possessions, Money and Credit Cards, Pedal Cycles and Valuables away from the home

Optional section of cover - please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers valuables, personal possessions, money and credit cards and pedal cycles.</p>	<p>We will not pay for:</p>
<p>1) Valuables, Personal Possessions</p> <p>Accidental damage to or loss of valuables and personal possessions belonging to you, or for which you are legally responsible, against which a sum insured is stated in your schedule:</p> <ul style="list-style-type: none"> a) anywhere within the United Kingdom within the period of insurance; and b) worldwide for up to 90 days in total during any one period of insurance. 	
<p>2) Pedal cycles</p> <p>The cost of repairing or replacing your pedal cycles following theft or attempted theft or accidental damage whilst anywhere within the United Kingdom</p>	<ul style="list-style-type: none"> a) loss of or damage to tyres, lamps, or accessories, unless the cycle is stolen or damaged; b) loss or damage due to wear and tear or any gradually operating cause; c) damage from mechanical or electrical faults or breakdown; d) loss of or damage to the cycle while it is used for racing or pace making or is let out on hire or is used other than for private purposes; e) a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft; f) any amount over £750 each in value unless specified on your schedule.
<p>3) Money</p> <p>Up to £1,000 for loss of money in the United Kingdom and worldwide whilst in your possession for up to 90 days in total during any one period of insurance.</p>	<ul style="list-style-type: none"> a) theft from motor vehicles unless at the time of the loss or damage someone aged 16 or over was in the motor vehicle; b) loss of money from your home whilst it is unoccupied; c) loss from your home caused by theft, malicious damage or vandalism when your home is used for business purposes unless there is forcible and violent entry or exit.
<p>4) Credit Cards</p> <p>£1,000 in total for credit cards within the United Kingdom and worldwide up to 90 days in total during any one period of insurance.</p>	<p>We will only pay amounts you legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. You must comply with the terms and conditions under which the credit cards were issued.</p> <p>The excess does not apply to this cover.</p>

Section Three – Personal Possessions, Money and Credit Cards, Pedal Cycles and Valuables away from the home continued...

Conditions that only apply to Section Three – Personal Possessions, Money and Credit Cards, Pedal Cycles and Valuables away from the home

Claims Settlement

We will, at **our** option:

- 1) replace the item(s) as new;
- 2) pay the cost of repair for items which can be economically repaired; or
- 3) pay the full replacement cost.

The full replacement cost is the cost of replacing all item(s) as new, less an amount for wear, tear and depreciation on clothing.

Matching items

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the **sum insured** is less than the full replacement cost **we** will only pay the same proportion of the **damage** as the **sum insured** bears to the full replacement cost.

For example, if the **sum insured** represents only half of the full replacement cost, **we** will only pay for one half of the amount lost or **damaged**.

Unspecified items

Unless specified on **your schedule**, the maximum amount payable by **us** for any one item for the property mentioned below is the amount stated against it.

	<u>Sum Insured</u>
a) Any one item, pair or set of valuables	£5,000
b) Any one item, pair or set of unspecified personal possessions	£5,000
c) Any one Pedal Cycle including accessories	£750
d) Money and Credit Cards	£1,000

The **sum insured** will not be reduced following payment of a claim.



Section Three – Personal Possessions, Money and Credit Cards, Pedal Cycles and Valuables away from the home continued,,,

Limitations that apply to Section Three – Personal Possessions, Money and Credit Cards and Pedal Cycles and Valuables away from the home,

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions d) **Excess** on page 20.
- 2) **We** will not pay more than:
 - a) the **sums insured** shown on **your schedule**;
 - b) £1,000 for theft from an unattended vehicle unless kept in a locked boot where a limit of £2,500 will apply.



Section Four – Accidents to Domestic Employees

This section will apply automatically provided **you** have selected Section Two – Contents, Antiques and Works of Art, Gold and Silver, Valuables within the home.

What is covered	What is not covered
<p>We will pay for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic employees employed in connection with the premises shown in the schedule.</p>	<p>We will not pay for bodily injury caused directly or indirectly:</p> <ul style="list-style-type: none"> a) by any motorised or horse drawn vehicle other than: <ul style="list-style-type: none"> i. domestic garden equipment whilst being used within the premises; and ii. pedestrian-controlled garden equipment, or items designed for child use; b) from any communicable disease or condition; c) whilst the domestic employee is in Canada or the United States of America after the total period of stay has exceeded 60 days in the period of insurance; d) we will not pay for your liability for fines or penalties, or for damages which are only intended to punish you or to make an example of you.

Condition that only applies to Section Four – Accidents to Domestic Employees

We will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.



Section Five – Legal Liability to the Public

Standard cover and will automatically be shown in **your schedule**.

This Section applies in the following way:

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

What is covered	What is not covered
<p>Part A)</p> <p>We will pay you:</p> <p>i) as owner or occupier for any amounts you become legally liable to pay as damages for:</p> <p style="margin-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="margin-left: 20px;">b) damage to property.</p> <p>caused by an accident happening at the premises during the period of insurance;</p> <p>OR</p> <p>ii) as a private individual for any amounts you become legally liable to pay as damages for:</p> <p style="margin-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="margin-left: 20px;">b) damage to property;</p> <p>caused by an accident anywhere in the world during the period of insurance.</p>	<p>We will not pay for any liability:</p> <p>a) for bodily injury to;</p> <p style="margin-left: 20px;">i. you; or</p> <p style="margin-left: 20px;">ii. any person who at the time of sustaining injury is engaged in your service.</p> <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>c) for damage to property owned by or in the charge or control of:</p> <p style="margin-left: 20px;">i. you; or</p> <p style="margin-left: 20px;">ii. any person engaged in your service;</p> <p>d) in Canada or the United States of America after the combined period of stay in both countries has exceeded 60 days during the period of insurance.</p> <p>e) arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>f) which you have assumed under contract and which would not otherwise have attached.</p> <p>g) arising out of any criminal acts.</p> <p>h) arising out of your ownership, possession or use of:</p> <p style="margin-left: 20px;">i. any motorised vehicle other than golf buggies, domestic garden equipment, if you, or someone acting with your permission, are using them on any public road where the Road Traffic Act or similar legislation says you must insure them;</p> <p style="margin-left: 20px;">ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies;</p> <p style="margin-left: 20px;">iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation.</p>



Section Five – Legal Liability to the Public continued...

	<ul style="list-style-type: none"> i) for any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises; and ii. reported to us not later than 30 days from the end of the period of insurance, <p>in which case all pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident.</p> j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises. k) if you are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until the other insurance is exhausted. l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by you. m) your liabilities for fines or penalties, or for damages which are only intended to punish you or to make an example of you.
<p>Part B) Unrecovered Court Awards</p> <p>We will pay for sums which you have been awarded during the period of insurance by a court in the Territorial Limits and which still remain outstanding 3 months after the award has been made provided that:</p> <ul style="list-style-type: none"> I. Part A ii) of this Section would have paid you had the award been made against you rather than to you; II. there is no appeal pending; and III. you agree to allow us to enforce any right which we will become entitled to upon making payment. 	<p>We will not pay more than £2,000,000 in total during any one period of insurance.</p>
<p>Part C) Defective Premises</p> <p>We will pay for any amount you become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> a) for any liability if you are entitled to payment under any other insurance; b) for the cost of repairing any fault or alleged fault.



Section Five – Legal Liability to the Public continued...

Limitations that only apply to Section Five - Legal Liability to the Public

We will not pay:

- a) for pollution or contamination, more than £5,000,000 in all during the **period of insurance**; or
- b) for other liability covered under Section Five, more than £5,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.



Section Six – Legal Expenses

Cover for **your legal costs and expenses**.

Standard cover and will automatically be shown in **your schedule**.

Definitions that only apply to Section Six – Legal Expenses

The General Definitions applying to the whole policy (on pages 15 - 18) will include or be substituted with the following definitions for this Section only.

Appointed advisor	The solicitor, accountant, mediator or other adviser appointed by us to act on your behalf.
Collective conditional fee agreement	A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees on the basis of “no-win-no-fee”.
Communication costs	The reasonable cost of United Kingdom phone calls, postage, photocopying, or faxes and credit reports where you have taken advice from our Identity Theft Advice and Resolution Service and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair your credit rating, restore your identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.
Conditional fee agreement	A legally enforceable agreement between you and the appointed advisor to pay their professional fees on the basis of “no-win-no-fee”.
Domestic employee	Any person who lives at your home and is employed by you under a contract of service to carry out domestic duties for your household.
Geographical limits	For insured events A and C - the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland. For all other insured events - the United Kingdom .
Insurer	Lloyd’s Syndicate 2001, managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.
Legal costs and expenses	<ol style="list-style-type: none"> Legal costs and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed by us in advance. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44. The cost of experts’ reports reasonably and properly incurred by the appointed advisor. In civil claims, other side’s costs, fees and disbursements where you have been ordered to pay them or pay them with our agreement. Accountancy fees reasonably incurred under insured event G Tax by the appointed advisor and agreed by us in advance. Communication costs. Accommodation and / or storage costs for insured event M.



Section Six – Legal Expenses continued...

Let Property	The residential property which is located in England, Wales, Scotland or Northern Ireland and which you let or intend to let under a tenancy agreement .
Reasonable prospects of success	<ul style="list-style-type: none"> a) Other than as set out in b) and c) below, a greater than 50% chance of you successfully pursuing or defending the claim and if you are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained; b) In criminal prosecution claims where you: <ul style="list-style-type: none"> i. plead guilty, a greater than 50% chance of successfully reducing any sentence or fine; or ii. plead not guilty, a greater than 50% chance of that plea being accepted by the court. c) In civil claims involving an appeal, a greater than 50% chance of you being successful.
Small claims court	A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6(1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002; a court in Northern Ireland where the sum in dispute is less than £3,000, or the equivalent jurisdiction in the Channel Islands and Isle of Man or other country where the policy applies.
Tenancy Agreement	<p>An agreement you enter into to let your let property to a tenant:</p> <ul style="list-style-type: none"> a) Under an assured shorthold tenancy; or b) Under a shorthold tenancy; or c) Under an assured tenancy; <p>as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act;</p> <ul style="list-style-type: none"> a) In accordance with the Private Tenancies (Northern Ireland) Order 2006; or b) To a limited company or business partnership for residential purposes by its employees
We/us/our	ARAG plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the Insurer .



Section Six – Legal Expenses continued...

How to make a claim

If **you** need to make a claim under this section **you** must notify **us** as soon as possible.

- a) Under no circumstances should **you** instruct **your** own lawyer as the **insurer** will not pay any costs incurred without **our** agreement.
- b) **You** can request a claim form by telephoning 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays) or at any time by downloading one at www.arag.co.uk/newclaims.
- c) **We** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
- d) Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will write to **you** either:
 - i. confirming the appointment of an **appointed advisor** who will promptly progress the claim for **you**; or
 - ii. if the claim is not covered, explaining in full why and whether **we** can assist in another way.
- e) When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

How we deal with your claim

Following an insured event as specified under A to M of Section Six, the insurer will pay your legal costs and expenses up to £100,000 for all claims related by time or original cause including the cost of appeals, subject to all of the following requirements being met;

- 1) The insured event happens within the **geographical limits**.
- 2) The claim:
 - a) always has **reasonable prospects of success**
 - b) is reported to **us**
 - i. during the **period of insurance**; and
 - ii. as soon as **you** first become aware of circumstances which could give rise to a claim; and
 - iii. within 60 days of rent first becoming overdue where **you** are claiming to pursue rent arrears.
- 3) Unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim:
 - i. to be heard by the **small claims court** and/or
 - ii. before proceedings have been or need to be issued.
- 4) Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body; or mediation agreed with **us**.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.



Section Six – Legal Expenses continued...

Insured Events

Covering Legal Costs and Expenses

What is covered	What is not covered
<p>A) Personal injury A sudden event that directly causes your physical bodily injury or death.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) a condition, illness or disease which develops gradually or over time; b) mental injury, nervous shock, depression or psychological symptoms where you have not sustained physical bodily injury; c) defending any dispute other than an appeal.
<p>B) Clinical negligence A dispute arising from alleged clinical negligence or malpractice.</p>	<ul style="list-style-type: none"> a) Any claim relating to a contract dispute; b) Defending any claim other than an appeal.
<p>C) Consumer contracts A dispute arising out of an agreement or alleged agreement entered into by you for:</p> <ul style="list-style-type: none"> a) buying or hiring consumer goods or services; b) privately selling goods; c) buying or selling your home; d) renting your home as a tenant; e) the occupation of your home under a lease. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disputes with tenants or where you are the landlord or lessor; b) loans, mortgages, pensions, or any other banking, life or long term insurance products, savings or investments; c) your business activities, trade, venture for gain, profession or employment; d) a contract involving a motor vehicle; e) a settlement due under an insurance policy; f) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.
<p>D) Property A dispute relating to visible property owned by you following:</p> <ul style="list-style-type: none"> a) an event which causes damage to your physical property, including your home, your let property and other residence owned and occupied by you from time to time provided that for a claim against your tenant you have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the let property which the tenant has signed. b) a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies. 	<ul style="list-style-type: none"> a) The first £250 of any claim under insured event D) b). You must pay this as soon as we accept your claim. b) Any claim relating to: <ul style="list-style-type: none"> i. a contract you have entered into other than a tenancy agreement; ii. any building or land other than your home, your let property or other residence occupied by you from time to time; iii. a motor vehicle; iv. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on your property by any government, local or public authority ; v. defending any dispute under insured event D a) other than defending a counter claim or an appeal; c) A dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

Section Six – Legal Expenses continued...

What is covered	What is not covered
<p>E) Employment</p> <p>A dispute with your current, former or prospective employer relating to your contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:</p> <ul style="list-style-type: none"> a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland; <p>have been or ought to have been concluded. You must cooperate fully with ACAS regarding mediation and must not do anything that hinders a successful outcome.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disputes arising solely from personal injury; b) defending a claim other than defending an appeal; c) legal costs and expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal; d) fees that are recoverable from an employer or ex-employer by order of the court or where you qualify to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service; e) the compromise or settlement agreement between you and your employer. We will be able to help you find a suitable solicitor to assist with this at your own expense.
<p>F) Disputes with domestic employees</p> <p>A dispute with your domestic employee that arises from:</p> <ul style="list-style-type: none"> a) their dismissal by you; b) the terms of a contract of service or service occupancy agreement between you and your domestic employee; c) an alleged breach of your domestic employee's legal rights under employment laws. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disciplinary hearings or internal grievance procedures; b) personal injury; c) you pursuing a claim against your domestic employee other than a claim to recover possession of a part of your home or other accommodation provided by you under a service occupancy agreement.
<p>G) Tax</p> <p>A formal aspect or full enquiry into your personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements; b) a business or venture for personal gain; c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements; d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland; e) an investigation by the Special Investigations (SI) Branch of HM Revenue & Customs.



Section Six – Legal Expenses continued...

What is covered	What is not covered
<p>H) Legal defence</p> <p>a) Work Your alleged act or omission arising from your work as an employee that results in:</p> <ul style="list-style-type: none"> i. the police or others with the power to prosecute interviewing you; ii. a prosecution being brought against you in a court of criminal jurisdiction; iii. civil proceedings being brought against you. <p>b) Motor A motoring prosecution brought against you.</p> <p>c) Landlord Your alleged act or omission arising from your legal obligations in relation to your let property.</p> <p>d) Other A formal investigation or disciplinary hearing brought against you by a professional or regulatory body.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) owning a vehicle or driving without motor insurance or driving without a valid driving licence; b) a parking offence.
<p>I) Loss of earnings</p> <p>Your absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.</p>	<ul style="list-style-type: none"> a) Loss of earnings in excess of £1,000; b) Any sum which can be recovered from the court or tribunal.
<p>J) Identity theft</p> <p>A dispute arising from the use of your personal information without your permission to commit fraud or other crimes provided that you contact our Identity theft advice and resolution service as soon as you suspect that your identity may have been stolen.</p>	<p>The insurer will not pay for any money claimed, goods, loans or other property or financial loss or benefit obtained as the result of the identity theft.</p>



Section Six – Legal Expenses continued...

What is covered	What is not covered
<p>K) Repossession Repossession of your let property provided you have:</p> <ul style="list-style-type: none"> a) demanded rent in writing from your tenant as soon as it is overdue and can provide evidence of this; and b) given the tenant the correct notices for repossession of your let property; and c) a right of possession under either <ul style="list-style-type: none"> i. Schedule 2. Part 1 (grounds 1 to 8); or ii. Schedule 5. Part 1 (grounds 1 to 8); or iii. Part 1, Section 21; or iv. Part 2, Section 33 of the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) England Order 2010 or the Housing (Scotland) Act; or d) a legal right to repossess let property under the provisions of the Private Tenancies (Northern Ireland) Order 2006. 	
<p>L) Recovery of rent arrears Pursuit of your legal right to recover rent due under a tenancy agreement for your let property.</p>	
<p>M) Accommodation & storage costs</p> <ul style="list-style-type: none"> a) Your accommodation costs while you are unable to get possession of your let property. b) Storage costs you incur to store your personal possessions while you are unable to reoccupy your let property. 	<p>The insurer will not pay:</p> <ul style="list-style-type: none"> a) accommodation costs exceeding £175 per day and in excess of £5,250 in total; b) storage costs exceeding £50 for each complete week and in excess of £300 in total.



Section Six – Legal Expenses continued...

Exclusions that only apply to Section Six – Legal Expenses

The exclusions below apply to this section in addition to the General Exclusions on page 19.

You are not covered for any claim arising from or relating to:

- a) **legal costs and expenses** incurred without **our** consent;
- b) any actual or alleged act or omission or dispute happening before, or existing at the start of the **period of Insurance** and which **you** believed or ought reasonably to have believed could have led to a claim under this section;
- c) an amount below £100;
- d) an allegation against **you** involving:
 - i. assault, violence, or dishonesty, malicious falsehood or defamation;
 - ii. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - iii. illegal immigration;
 - iv. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- e) a dispute between **your** family members;
- f) a deliberate or reckless act on **your** part;
- g) a judicial review;
- h) a dispute arising from or relating to clinical negligence except as provided for an Insured Event B Clinical negligence;
- i) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First Tier Tribunal (Property Chamber);
- j) a **let property** which is or should have been registered as a House of Multiple Occupation;
- k) a dispute with **us** not dealt with under Condition 6, or the company that sold this policy.
- l) the payment of fines, penalties or compensation awarded against **you**.

Conditions that only apply to Section Six – Legal Expenses

The conditions below apply to this section in addition to General Conditions on page 20.

Your responsibilities.

- 1) **You** must
 - a) tell **us** as soon as reasonably possible of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
 - b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with the progress of the claim and not hinder them;
 - c) take reasonable steps to claim back **legal costs and expenses** and employment tribunal fees and, where recovered, pay them to the **insurer**;
 - d) keep **legal costs and expenses** as low as possible;
 - e) allow the **insurer** at any time to take over any claim and conduct it in **your** name.



Section Six – Legal Expenses continued...

2) Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below **you** may choose an **appointed advisor**. In all other cases **we** will choose the **appointed advisor**;
- b) **You** may choose the **appointed advisor** if:
 - i. **we** agree to start legal proceedings or proceedings are issued against **you**;
 - ii. there is a conflict of interest;
- c) Where **you** wish to exercise **your** right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** appointed advisor panel;
- d) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- e) For a claim under insured events A Personal injury, B Clinical negligence, C Consumer contracts and E Employment, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3) Consent

You must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.

4) Settlement

- a) **The insurer** has the right to settle the claim by paying its reasonable value.
- b) The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreed between **you** and **your** employer or ex-employer under insured event E Employment.
- c) **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- d) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**.
- e) **You** must settle **communication costs** arising from insured event J Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5) Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of **your** claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which will be binding on **you** and **us**.

This does not affect **your** right in Condition 6 below.

6) Disputes

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described under "How to make a complaint" on page 10 of this policy and **we** will try to resolve the matter.

7) Acts of Parliament

All legal instruments and rules referred to within this section will include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.



Section Seven – Helplines

The services under this section are available to **you** during the **period of insurance**.

A) Legal and tax advice

If **you** have a legal or tax problem please take advantage of **our** confidential legal and tax advice helpline. The legal advice helpline is open 24 hours a day, 365 days a year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within United Kingdom law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. **You** can get advice by phoning **0330 303 1839**.

B) Identity theft advice and resolution service

Call between 8am and 8pm for advice about keeping **your** identity secure or if **you** suspect someone has used **your** personal information without **your** permission to commit fraud. **Our** case workers can advise **you** about contacting **your** bank or Credit Card Company and will help **you** to contact credit referencing agencies to restore **your** credit rating. The number is **0333 000 2083**.

In order to check and improve service standards, **your** call may be recorded.

C) Consumer and Landlord Legal Services Websites

Register at www.araglegal.co.uk and enter voucher code

- AFE48BBE98B5 to access **our** digital law guide and download legal documents to help with consumer legal matters.
- EC426C378CB8 to access **our** digital law guide and download legal documents to help with landlord and tenancy legal matters.



Section Eight – Home Emergency

Standard cover and will automatically be shown in **your schedule**.

Covering emergency costs following an insured event which results in a **home emergency**.

Definitions that only apply to Section Six – Legal Expenses

The General Definitions applying to the whole policy (on pages 15 - 18) will include or be substituted with the following definitions for this Section only.

Central heating boiler	A boiler: <ul style="list-style-type: none">a) located in your home; andb) which has been serviced no more than 12 months before the date of your home emergency.
Contractor	The contractor or tradesperson chosen by us to respond to your home emergency .
Emergency costs	<ul style="list-style-type: none">a) Contractor's reasonable and properly charged labour costs, parts and materials, and where necessary;b) Alternative accommodation costs incurred under Insured Event H). <p>The maximum payable by the Insurer is £1,000 for all claims related by time or original cause.</p>
Home emergency	A sudden unexpected event which clearly requires immediate action in order to: <ul style="list-style-type: none">a) prevent damage or avoid further damage to the home; and/orb) render the home safe or secure; and/orc) restore the main services to the home; and/ord) alleviate any health risk to you.
Insurer	Lloyd's Syndicate 2001, managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.
We/us/our	ARAG plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the Insurer .
Unoccupied	When your home has not been lived in by you or your family or by anyone who has your permission for more than 30 days, or has not been furnished for normal occupation for more than 30 days

Section Eight – Home Emergency continued...

How we deal with your claim

Following an insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that the claim is reported to **us**.

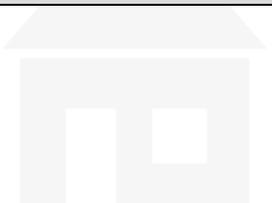
- a) during the **period of insurance**; and
- b) as soon as **you** first become aware of a **home emergency**; and **you** always agree to use the **contractor** chosen by **us**.



Section Eight – Home Emergency continued...

Insured Events

What is covered	What is not covered
<p>A) Main heating system The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a central heating boiler, all radiators, hot water pipes and water storage tanks) in your home.</p>	<p>You are not covered for any claim arising from or relating to:</p> <ul style="list-style-type: none"> a) emergency costs which have been incurred before we accept a claim; b) an insured event which happens within the first 48 hours of cover if you purchase this section at a different time from other sections of this policy; c) emergency costs if there is no one at home when the contractor arrives and access cannot be gained; d) any matter occurring before or existing at the start of the period of insurance and which you believed or ought reasonably to have believed could give rise to a claim under this section; e) any wilful or neglectful act or omission or any third party interference or faulty workmanship which does not comply with the recognised industry standards or manufacturer's instructions; f) a main heating system (including a central heating boiler) which is more than 15 years old; g) an LPG fuelled, oil fired, warm air, solar and unvented heating systems; or boilers with an output over 60Kw/hr; h) the cost of making permanent repairs including any redecoration or making good the fabric of your home; <ul style="list-style-type: none"> i. once the emergency situation has been resolved; ii. arising from damage caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to your home; i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply; j) the replacement of parts that suffer damage or the gradual process of wear and tear over time (for example dripping taps, washers or discs forming part of a tank pipe or tap); k) garages (unless integral), outbuildings, boundary walls, hedges, cess pits, fuel tanks or septic tanks; l) your home being left unoccupied; m) goods or materials covered by a manufacturer's, supplier's or installer's warranty;
<p>B) Plumbing and drainage The sudden damage to, blockage, breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your home, which results in a home emergency.</p>	
<p>C) Home security Damage (whether or not accidental) or the failure of external doors, windows or locks, which compromises the security of your home.</p>	
<p>D) Toilet unit Breakage or mechanical failure of a toilet bowl in your home or cistern resulting in the loss of function.</p>	
<p>E) Domestic power supply The failure, whether or not caused accidentally, of your home's domestic electricity or gas supply.</p>	
<p>F) Lost keys Loss or theft of the only available set of keys to your home if you cannot replace them to gain normal access.</p>	
<p>G) Vermin infestation Vermin causing damage inside the home or a health risk to you.</p>	
<p>H) Alternative accommodation costs Your overnight accommodation costs including transport to the accommodation following a home emergency which makes the home unsafe, insecure or uncomfortable to stay in overnight.</p>	



Section Eight – Home Emergency continued...

What is covered	What is not covered
	n) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer’s instructions, or which is caused by a design fault which makes them inadequate or unfit for use; o) subsidence, landslip or heave ; p) a property that you rent or let; q) blockage of supply or waste pipes to your home due to freezing weather conditions.

How to make a claim

If **you** have a **home emergency**;

- a) Please telephone 0330 303 1841 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode and the nature of the problem.
- b) **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the **damage**. If the event relates to an emergency covered by this section **we** will call out a member of **our** emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.
- c) If **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- d) It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors as **we** will not pay their costs.
- e) **You** must report any major emergency which could result in serious **damage** to **your home** or injury, to the Emergency Services or the company that supplies the service.
- f) **Your** call may be recorded for training and security purposes and will be answered as soon as possible.



Section Eight – Home Emergency continued...

Conditions that only apply to Section Eight – Home emergency

The conditions below apply to this Section in addition to General Conditions on page 20.

a) **Your responsibilities**

You must:

- i. not do anything that hinders **us** or the **contractor**;
- ii. tell **us** without delay after becoming aware of a **home emergency**;
- iii. tell **us** as soon as reasonably possible of anything that might materially alter **our** assessment of the claim;
- iv. cooperate fully with the **contractor** and **us**;
- v. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**;
- vi. minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- vii. allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- viii. be able to prove that the **central heating boiler** has been serviced within 12 months prior to a **home emergency** claim.

b) **Our consent**

We must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

c) **Settlement**

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this section without **our** agreement.

d) **Disputes**

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described under "How to make a complaint" on page 10 and **we** will try to resolve the matter.

