



Home Insurance  
**Policy Booklet**



## Home Insurance Policy

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# Assistance Helpline Services

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**Provided by Arc Legal Assistance Limited.**

## **Legal Helpline**

**You** can use the helpline service to discuss any personal legal problem occurring within the United Kingdom, European Union, the Channel Islands and the Isle of Man.

## **Tax Helpline**

**You** can use the helpline service to discuss any personal tax problem occurring within the United Kingdom, the Channel Islands and the Isle of Man.

For either of the above:

Telephone **0344 770 1040** and quote **“Arch – Family Legal Protection Insurance”**.

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

## **Lifestyle Counselling Helpline Support Service**

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

You can access the Lifestyle Counselling Helpline on **0344 770 1036**.

## **Health and Medical Information service**

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **0344 770 1036** and quote **“Arch – Family Legal Protection Insurance”**.

# Introduction

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THIS IS **YOUR** INSURANCE POLICY. It is a contract of insurance between **you** and **us**, and is made up of this booklet, **your** Schedule, any endorsements applied, and the proposal form or statement of fact (where appropriate). It is based on the statements and information **you** or **your intermediary** provided when **you** applied for the insurance. That information may have been given on a proposal form or a statement of fact. **We** used this information to assess the cover **we** would provide for **you** and to set the premium and policy conditions **we** need for that cover.

Please note that **we** do not check any information provided by **you** or by **your intermediary** and that **we** rely on **you** to provide **us** with complete and accurate information. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, or renew **your** Policy. If **you** fail to do so, **your** Policy may be void, or may be cancelled, or **your** claim may be rejected or not fully paid. If **you** are in doubt as to whether **you** have answered any question completely and accurately, **you** should check **your** records rather than guess.

If **you** filled in a proposal form, **we** or **your intermediary** will send **you** a copy of it if **you** request it. If **you** did not fill in a proposal form **you** should already have a copy of all the information **you** gave **us**. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave is wrong.

**You** should read this Policy booklet, **your** Schedule and any proposal form or statement of facts together. Please check them carefully to make sure they give **you** the cover **you** want and that the information provided is complete and accurate. **You** must inform **us** via **your intermediary** immediately if any of the information provided to **us** is incomplete or inaccurate. If **your** needs change or if any of the information on which the contract is based has changed, **we** might need to alter the Schedule. Under the Policy conditions **you** must tell **us** via **your intermediary** without delay about any changes in the information **you** gave **us**. **We** will update the contract every time **we** agree to an alteration. **You** will be given a new Schedule each time **we** renew the contract or make an alteration. If **you** ask **you** will be sent a new Policy booklet when **you** renew **your** Policy.

**We** agree to insure **you** under the terms and conditions set out in this Policy booklet under the Sections shown in the Schedule for **loss**, damage, injury or liability that happens during the period of insurance. If **you** have received an electronic version of this Policy booklet, a paper copy is available upon request.

The Schedule tells **you** which Sections of this Policy booklet apply. Opposite each heading of cover on those pages **you** will find some exclusions which tell **you** what is not insured under this heading. There are also some general exclusions on Pages 6 and 7 that apply to all of the contract of insurance.

**You** agree to pay the premium and keep to the terms and conditions of the Policy.

This insurance is underwritten by Arch Insurance (UK) Limited.

As part of Arch Insurance (UK) Limited's ongoing commitment to customer service, telephone calls to the Company may be recorded.

Thank you for choosing Arch Insurance (UK) Limited.



Steve Bashford, Chief Underwriting Officer, Arch Insurance (UK) Limited.

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### **Cancellation rights**

**You** will, for a period of 14 days from the date **you** receive **your** Policy documentation, have a right to cancel this Policy and receive a refund. This refund will be subject to a charge for the period of cover **you** have received. To exercise **your** right to cancel, **you** or **your intermediary** must contact **us**.

### **Financial Services Compensation Scheme (FSCS)**

All Arch Insurance (UK) Limited policies issued for individual customers or 'small businesses' are covered by the FSCS. **You** may be entitled to compensation from the scheme in the unlikely event that **your** insurer cannot meet its obligations (e.g. if it goes out of business or into liquidation or is unable to trade).

Further information about compensation scheme arrangements is available from the FSCS (telephone number 0207 892 7300)

### **Law applicable to the contract**

The Law of England and Wales will apply to this contract unless:

- **You** and we agree otherwise; or
- at the date of the contract, **you** are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply.

### **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 cosubscribing insurer who for any reason does not satisfy all or part of its obligations.

# Complaints

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**We** aim to provide insurance cover and service of the highest standards. However, **we** accept that things can go wrong, and would rather be told about any difficulties than have a dissatisfied client.

For questions or queries about **your** insurance, in the first instance please contact **your intermediary**.

If **you** wish to make a complaint, please refer to the table below which shows who to contact.

To complain about -	Who to contact
(a). The sale of <b>your</b> insurance policy	<b>Your intermediary</b>
(b). The cover provided by or any claim <b>you</b> make under Section 1: Buildings, Section 2: Contents or Section 3: Personal Possessions.	Complaints Manager Arch Insurance (UK) Ltd 5th Floor, 60 Great Tower Street London EC3R 5AZ  or email Complaints@archinsurance.co.uk
(c). The cover provided or any claim <b>you</b> make in relation to Section 4: Family Legal Protection	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD

In the event that **you** remain dissatisfied, **you** can contact:

**The Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**Tel: 0800 023 4567**

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

**Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Any decision made by the Financial Ombudsman Service is only binding on the insurer, and **you** remain free to take action in the Courts should **you** choose. These arrangements for the handling of complaints are without prejudice to **your** legal rights; **you** are free to seek legal advice and take legal action.

# General Exclusions

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These General Exclusions apply to Sections 1, 2 and 3 only.

This Policy does not provide any cover in respect of:

1. **Radioactive contamination:** any **loss** or damage to any property or any resulting **loss** or expense or any consequential **loss** or any legal liability directly or indirectly caused by, resulting from or contributed to by or arising from:
    - ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; or
    - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction by radioactive force or matter.
  2. **War, civil war and confiscation:** any **loss** or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  3. **Sonic bangs:** any **loss** or damage directly or indirectly caused by, resulting from or contributed to by or arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  4. **Theft/Wilful damage:** any **loss** or damage or liability arising from, directly or indirectly caused by, resulting from or contributed to by any act of theft or attempted theft or wilful or deliberate or malicious damage by **you** or members of **your** family, or by any tenant or sub-tenant of **yours** or any member of such tenant's or sub-tenant's family or any paying guest.
  5. **Terrorism:**
    - (a). any **loss**, destruction or damage to any property, or
    - (b). any cost or expense, or
    - (c). death or injury to any persondirectly or indirectly arising out of biological, chemical, radiological and/or nuclear contamination due to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence of **loss**.

For the purpose of this exclusion:

    - any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
    - contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of biological, chemical, radiological and/or nuclear substances.
  6. **Pre-existing damage or liability:** any **loss** or damage or liability occurring or arising at any time before the start date of the first period of insurance.
  7. **Market value:** any **loss** in market value of any property following its repair or reinstatement.
  8. **Other Insurances:** claims for more than **our** share of any loss, damage or liability which is also insured under another insurance policy, or would be insured if this policy did not exist.
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**9. Date change and Electronic data:** any **loss** or damage to or any legal liability directly or indirectly arising from any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electrical or electronic system directly or indirectly caused by:

- failure to correctly recognise data representing any year to a true calendar date in such a way that it does not work at all; or
- computer viruses (including but not limited to “Trojan Horses”, “worms” and “time or logic bombs”).

**10. Contamination and Pollution:** any **loss** or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This Exclusion does not apply if such **loss** or damage arises out of one or more of the following perils:

fire, lightning, explosion, impact of aircraft, vehicle impact, sonic boom, accidental escape of water from any tank apparatus or pipe, riot, escape of oil from a domestic oil installation at **your** home (**we** will not pay more than £100,000 in total any one incident), civil commotion, malicious damage, **storm**, hail, flood, inundation, earthquake, landslide, **subsidence**, pressure of snow, avalanche, volcanic eruption.

All other terms and conditions of this insurance shall be unaltered. If there is any conflict or inconsistency between this Exclusion and any other terms and conditions of this Policy, then the other terms and conditions of the Policy will supersede this Exclusion.

**11. Gradually operating cause:** any **loss** or damage or liability arising from or directly or indirectly caused by or resulting from or contributed to by any gradually operating cause.

**12. Financial Sanctions:** **we** shall not be liable to pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would breach any sanction, prohibition or restriction imposed by law or regulation.

**13. Epidemic and Pandemics:**

(a) notwithstanding any other provision of this policy to the contrary, this policy does not provide indemnity for any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with an **epidemic** or **pandemic infectious disease** or the fear or threat (whether actual or perceived) of an **epidemic** or **pandemic infectious disease**.

(b) For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to:

- any cost to clean-up, detoxify, remove, monitor or test:
  - i) for an **epidemic** or **pandemic infectious disease**, or
  - ii) any property insured hereunder that is affected by such an **epidemic** or **pandemic infectious disease**
- any loss due to interruption to or interference with any business as a result of or in any way connected to the occurrence of an **epidemic** or **pandemic infectious disease**, including but not limited to interruption or interference resulting from any action by, advice of or restriction imposed by any government or any local or public authority.

# General Conditions (see also Claim Settlement Conditions on page 37)

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## 1. Reasonable Care

- (a) **You** must maintain the **buildings** and all other services at the address(es) specified in the Schedule of this Policy in a good condition and a good state of repair.
- (b) **You** must take all reasonable steps to avoid, prevent or minimise any **loss**, damage, injury or accidents.

## 2. Information/Change in Circumstances

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, or renew **your** policy.

**You** or **your intermediary** must inform **us** without delay if any of the information which **you** or **your intermediary** have given **us** changes or is not complete or is inaccurate.

If there is any change in **your** information **you** have given **we** may revise the terms and conditions of the Policy with effect from the date of the change.

If **you** fail to notify **us** of any change or if any information that is provided by **you** or **your intermediary** is not complete and accurate:

- **Your** Policy may be declared void and **we** may treat the Policy as though it never existed; or
- **We** may cancel **your** Policy; or
- **We** may refuse to pay a claim; or
- **We** may not pay any claim in full; or
- **We** may revise the premium and/or change any **excess**; or
- The extent of the cover under the Policy may be affected.

## 3. Insurable Interest

The insurable interest in this insurance shall not be transferred without **our** written consent.

## 4. Cancellation

**You** may cancel this Policy at any time by **you** or **your intermediary** on **your** behalf giving 14 (fourteen) days notice in writing to **us**. There will be no refund of premium if a claim is made relating to the period of insurance for which **you** have been covered; but otherwise a proportionate refund of premium paid will be made.

**We** may cancel this Policy by giving 14 (fourteen) days notice in writing where there is a valid reason for doing so. **We** will send **our** notice of cancellation to **your** last known postal address and **we** will set out the reason for the cancellation in **our** letter. Valid reasons for cancellation may include, but are not limited to:

- Where **you** are required in accordance with the terms of this Policy to co-operate with **us**; or give **us** such information, assistance or documents as **we** may reasonably require; and **you** fail to do so in a way that materially affects **our** ability to deal with the claim, or **our** ability to defend **our** interests. In this event, **we** may issue a cancellation letter giving **you** 14 (fourteen) days notice and **we** may cancel **your** Policy if **you** fail to co-operate with **us**, or give **us** the required information, assistance, or documents by the end of the 14 (fourteen) days cancellation notice period.
- Where there is a failure by **you** to exercise the duty of reasonable care in maintaining the **buildings** and all other services in a good condition and a good state of repair; or in taking all reasonable steps to avoid, prevent or minimise any **loss**, damage, injury or accidents as required under General Condition 1 of this Policy.

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- Where **we** reasonably suspect fraud or dishonesty or exaggeration.
  - Use of threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers.

A proportionate refund of premium paid will be made to **you** for the cancelled period of the insurance. (Please see also Cancellation Rights on Page 4.)

## 5. Law and Jurisdiction

The law by which this Policy shall be governed is set out below, and only courts in the relevant territory shall have jurisdiction in any dispute arising:-

- (a) If **you** are not resident in England and Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the laws that will apply are the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction; but
- (b) If **you** are resident in England and Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the laws that will apply are the laws of the country of residence and the courts of that country shall have exclusive jurisdiction.

## 6. Rights of Third Parties

A person or company who was not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation.

## 7. Data Protection Statement

### Fair Processing Notice

The privacy and security of **your** information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information **you** provide **us** and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**. **You** can contact **us** for general data protection queries by email at [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to the Data Protection Officer, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise **us** of as much detail as possible to comply with **your** request.

### What information do we collect?

**We** will collect personal information which may include **your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **your** enquiry or product and payment details (including bank account number and sort code) which **we** need to offer and provide the service, product or to deal with a claim. **We** may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **you** with the product, service or for processing a claim. **We** only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **you** object to use of this information, then **we** will be unable to offer **you** the product or service requested.

## General Conditions (see also Claim Settlement Conditions on page 37)

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### How do we use your personal information?

**We** will use **your** personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

**We** may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

**We** make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim or to discuss renewal of **your** insurance contract). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them. To ensure confidentiality and security of the information **we** hold, **we** may need to request personal information and ask security questions to satisfy ourselves that **you** are who **you** say **you** are. **We** may aggregate information and statistics on website usage or for developing new and existing products and services, and **we** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### Securing your personal information

**We** follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices, including storage in electronic and paper formats. **We** store all the information **you** provide to **us**, including information provided via forms **you** may complete on **our** websites, and information which **we** may collect from **your** browsing (such as clicks and page views on **our** websites). Any new information **you** provide **us** may be used to update an existing record **we** hold for **you**.

### When do we share your information?

To help **us** prevent financial crime, **your** details may be submitted to fraud prevention agencies and other organisations where **your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR). In addition to companies within the Arch Group, third parties (for example insurers or loss adjusters) who deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis). This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment. The data we collect about **you** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **us** or for one of **our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested. If **we** provide information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this fair processing notice. **We** may of course be obliged by law to pass on **your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB). **We** may also share your information with anyone **you** have authorised to deal with **us** on your behalf.

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### How long do we keep your information for?

**We** will not keep **your** personal information longer than is necessary for the purpose for which it was provided unless **we** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings). In certain cases, **we** will keep **your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **you** or a third party at a future date, even after **your** contract with **us** has ended.

### Your rights

Under data protection law **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**. Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to be forgotten. **We** may use automated decision making in processing **your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **you** are unhappy with. Further details of **your** rights can be obtained by visiting **our** long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy)

### Other uses of your data

Arch Insurance (UK) Limited or **our** service suppliers may use data about **you** (including sensitive data) for general risk assessment, statistical and trend analysis, research and modelling purposes. **We** will not use **your** data for marketing purposes unless **we** have your consent.

### Our contact details

If **you** need more information about how **we** process your data or if **you** wish to exercise **your** rights under the Data Protection laws, please contact The Data Protection Officer at Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London, EX3R 5AZ or [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk).

### Complaints about your data

If **you** are not satisfied with the way **we** have managed your personal data or **you** think that we have breached Data Protection legislation, **you** may complain to the Information Commissioners Office. Further information can be found at [www.ico.org.uk/make-a-complaint](http://www.ico.org.uk/make-a-complaint), or you can telephone them on 0303 123 1113.

## Definitions (Applicable to Sections 1, 2 and 3 only)

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Wherever the following words or phrases appear in the Policy in **bold type**, they have the meaning shown below:-

**accidental damage** sudden unexpected and unintended damage arising from an external, visible and violent cause.

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**buildings** the structure of **your** home and its garages and other domestic outbuildings; permanently installed fixtures (including solar panels), fittings, decorations, oil-tanks, swimming-pools; walls, gates, fences, paved paths and terraces, patios, drives – all situated on the same site at the address specified in the Schedule.

Unless otherwise stated in the Schedule, to qualify for cover, the main dwelling of the home must be built of brick, stone or concrete, and roofed with slates, tiles, concrete or metal, except that up to 20% of the total roof area of the **building** (disregarding garages) may be bitumised felt or similar permanent deck. **You** must notify **us** if more than 20% of the roof area of the **building** (disregarding garages) is a flat roof and / or is covered in asphalt, felt on timber or similar permanent deck.

Satellite dishes, aerials, masts and their fittings are deemed to be **contents** and are excluded from the meaning of **buildings**. They are covered under the Contents section.

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**contents** household goods, personal possessions and tenant's fixtures and fittings all belonging to **you** or for which **you** are legally responsible, including

- **homeworking office equipment** up to £7,500 and limited to £2,000 in respect of any one item
- **valuables** but not exceeding £2,000 in respect of any one item, or 33.3% of the sum insured as shown in the Schedule in respect of all **valuables** in total
- stamp, coins and medal collections and other property forming part of a collection up to £2,000 in aggregate value
- satellite dishes, aerials, masts and their fittings fixed to **your buildings**
- deeds, certificates, bonds and other documents and manuscripts, but only for the value of the materials as stationery together with the cost of clerical labour in re-writing them, and not for the value to **you** of the information contained in them
- pedal cycles but not exceeding £750 in respect of any one pedal cycle and its accessories (Higher value cycles can be insured under Section 3)
- **personal effects** (other than **money**) of persons visiting **you** with **your** consent up to £500 per person, provided that such effects are not otherwise insured by the visitor or guest
- **contents** in garages and domestic outbuildings up to £3,000

The above limitations will apply unless a revised limit is shown in **your** schedule or endorsement attaching to **your** Policy.

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BUT EXCLUDING

- landlord's fixtures and fittings
- any motorised vehicle (other than domestic gardening equipment, invalid wheelchairs, mobility chairs and electrically power assisted pedal cycles that are not required to be licensed if used on a public road) or their parts or accessories
- caravans, trailers, aircraft or anything for manned flight, hovercraft, watercraft (which includes sailboards, surfboards) or the parts or accessories of any of them
- **money** and credit cards other than as insured under Section 2 Contents causes 16.1 and 16.2
- animals
- property and tools used for business purposes other than **homeworking office equipment**
- property insured by any other Section of this Policy or insured under any other policy of insurance
- any amount greater than £3,000 for insured **loss** or damage which occurs in or from a garage or domestic outbuilding at **your** home.

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**domestic employee** a person employed by **you** to carry out domestic duties in connection with **your** home, and not employed by **you** in any capacity in connection with any other business, trade or profession  
Unless expressly stated in the Schedule, "**domestic employees**" do not include agency workers.

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**epidemic** The sudden, unexpected, large-scale manifestation of an initially locally contained, **infectious disease** which spreads with great virulence.

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**excess** the first amount of each claim **you** must pay. If **you** make a claim under more than one section for loss or damage which happens at the same time by the same cause, only one **excess** will be deducted.

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**heave** upward movement of the ground beneath the **buildings** as a result of the soil expanding.

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**homeworking office equipment** any office equipment or furniture used for or in connection with **your** business or profession.

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## Definitions (Applicable to Sections 1, 2 and 3 only)

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<b>index-linked</b>	<p>a monthly adjustment, which <b>we</b> calculate, in a sum insured based on the latest percentage change in:</p> <ul style="list-style-type: none"><li>• for Section 1 (Buildings), the Building House Cost Index prepared by the Royal Institution of Chartered Surveyors, and</li><li>• for Section 2 (Contents), the Consumer Price Index or an alternative appropriate index.</li></ul> <p><b>We</b> do not alter the premium during the currency of the insurance, but <b>we</b> recalculate the annual premium at each renewal date using the most recently adjusted sum insured.</p> <p>Please note that:</p> <ul style="list-style-type: none"><li>• An <b>index-linked</b> sum insured is not necessarily an adequate one.</li><li>• If <b>your</b> premium(s) is/are based on the number of bedrooms in the <b>buildings</b>, i.e. a notional sum insured has been applied, the sums insured will not be <b>index-linked</b>.</li></ul>
<b>infectious disease</b>	<p>Any disease which can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:</p> <ol style="list-style-type: none"><li>a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and</li><li>b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and</li><li>c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.</li></ol>
<b>intermediary</b>	<p>the person or firm <b>you</b> used to arrange, alter or renew this insurance.</p>
<b>landslip</b>	<p>downward movement of sloping ground.</p>
<b>loss, lost</b>	<p>accidental loss or total destruction.</p>
<b>money</b>	<p>the following items belonging to <b>you</b> or for which <b>you</b> are legally responsible, and held by <b>you</b> for social or domestic purposes: bank or currency notes; coins and postage stamps not forming part of a collection; crossed, uncrossed, giro or traveller's cheques; postal or <b>money</b> orders; travel or season tickets; banker's draft; bills of exchange; promissory notes; share, stock or bond certificates; gift tokens or trading stamps; luncheon vouchers; savings stamps, certificates or bonds.</p>

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<b>pandemic</b>	A worldwide <b>epidemic</b> of an <b>infectious disease</b> as declared by the World Health Organization.
<b>personal effects</b>	items of a personal nature normally worn, used or carried by <b>you</b> in <b>your</b> daily life which <b>you</b> own or for which <b>you</b> are legally responsible. <b>BUT EXCLUDING</b> Pedal cycles valued in excess of £750, <b>money</b> , credit cards, and securities. (Higher value cycles need to be specified under Section 3). <b>(Money</b> and credit cards are covered under Section 2 Contents 16.1 and 16.2.)
<b>settlement</b>	downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> .
<b>subsidence</b>	downward movement of the ground beneath the <b>buildings</b> other than by <b>settlement</b> .
<b>storm</b>	A period of violent weather defined as wind speeds with gusts of at least 48 knots (55mph) or torrential rainfall at a rate of at least 25mm per hour or snow to a depth of at least one foot (30cms) in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass.
<b>unfurnished</b>	insufficiently furnished for normal habitation or normal living purposes.
<b>unoccupied</b>	not having been lived in by <b>you</b> or an authorised person for a period exceeding 60 (sixty) consecutive days.
<b>valuables</b>	jewellery, watches, furs, curios, works of art, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them; collections or sets of objects whose value lies in the existence of the collection or set rather than in an individual item of it.
<b>we, us, our</b>	Sections 1-3: Arch Insurance (UK) Limited Section 4: Arc Legal Assistance Limited on behalf of Amtrust Europe Limited.
<b>you, your</b>	the insured person(s), being the person stated in the Schedule and any member of their family permanently living with them.

## Section 1 : Buildings

<b>What is insured - your buildings</b>	
<b>Where they are insured</b> The address(es) specified in the Schedule	
<b>What we insure against</b>	<b>What is not insured</b>
<b>Loss</b> or damage resulting from the following causes:	Please also see General Exclusions on pages 6 & 7  In particular, please note that <b>loss</b> or damage for pre-existing damage and <b>loss</b> or damage from any gradually operating cause are excluded from all Sections.
1. Fire, lightning, explosion, earthquake or smoke	a) an <b>excess</b> of £100
2. Escape of oil from any fixed heating installation	a) an <b>excess</b> of £100
3. Escape of water from, and frost damage to, fixed water tanks (including domestic fish tanks), appliances or pipes	a) an <b>excess</b> of £350 b) <b>loss</b> or damage: <ul style="list-style-type: none"> <li>i) while the <b>buildings</b> are <b>unoccupied</b>; or</li> <li>ii) arising from <b>subsidence, heave</b> or <b>landslip</b>; or</li> <li>iii) caused by the inadequacy or absence of appropriate sealant or grout; or</li> <li>vi) by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on;            (If it is <b>accidental damage</b> and <b>you</b> have cover under cause 12, this would be covered subject to the exceptions under that cause)</li> </ul> c) damage to hot tubs and jacuzzis
4. <b>Storm</b> , flood or weight of snow	a) an <b>excess</b> of £100 b) <b>loss</b> or damage to gates, fences and swimming pool covers. c) <b>loss</b> or damage caused by weight of snow to garages, extensions (other than purpose built conservatories/sunrooms) and outbuildings which are not fully enclosed or are not built of brick, stone or concrete and roofed with slates, tiles or concrete d) loss or damage caused by frost, <b>subsidence, heave</b> or <b>landslip</b> e) loss or damage to cellars and basements due to a rise in the water table

Causes	Exclusions
5. Falling trees, branches, telegraph-poles or lamp-posts.  <b>We</b> will also pay for the cost of removal of fallen trees or branches where they have caused insured damage to <b>your buildings</b>	a) an <b>excess</b> of £100 b) <b>loss</b> or damage <ul style="list-style-type: none"> <li>i) to gates or fences; or</li> <li>ii) arising from the felling or lopping of trees or branches</li> </ul>
6. Falling aerials or satellite dishes, their masts or fittings	a) an <b>excess</b> of £100 b) <b>loss</b> or damage to the aerials, dishes, masts or fittings themselves
7. Collision involving aircraft or other aerial devices or anything dropped from them, or involving any vehicle, train or animal	a) an <b>excess</b> of £100 b) <b>loss</b> or damage caused by domestic pets
8. Riot, civil commotion, labour or political disturbances	a) an <b>excess</b> of £100
9. Malicious acts or vandalism	a) an <b>excess</b> of £100 b) <b>loss</b> or damage <ul style="list-style-type: none"> <li>i) caused by <b>you</b>, lodgers, paying guests or tenants; or</li> <li>ii) arising while the <b>buildings</b> are <b>unoccupied</b></li> </ul>
10. Theft or attempted theft	a) an <b>excess</b> of £100 b) <b>loss</b> or damage <ul style="list-style-type: none"> <li>i) if <b>you</b> have loaned, lent, let or sub-let any part of the <b>buildings</b> unless the thief has used force and violence to get into or out of the <b>buildings</b>; or</li> <li>ii) arising while the <b>buildings</b> are <b>unoccupied</b>; or</li> <li>iii) by deception unless the only deception practised is to gain entry to <b>your</b> home</li> </ul>

# Section 1 : Buildings

Causes	Exclusions
11. <b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b>	a) an <b>excess</b> of £1,000 b) <b>loss</b> or damage i) to gates, fences, garden walls, paved paths, terraces, patios, drives, oil tanks or swimming pools unless the main dwelling of <b>your</b> home, garages or its domestic outbuildings are damaged by the same cause at the same time; or ii) arising from or caused by faulty or defective workmanship or design, or from defective materials having been used; or iii) arising from or caused by riverbank or coastal erosion; or iv) arising from or caused by the <b>buildings</b> undergoing structural alteration, repair, extension or demolition; or v) to solid floor slabs, or resulting from their movement, unless the foundations beneath the external walls of the <b>buildings</b> are damaged by the same cause at the same time; or vi) arising from or caused by normal <b>settlement</b> or bedding-down of new structures, or the <b>settlement</b> or movement of made up ground

Causes	Exclusions
<p>12. <b>Accidental damage to buildings</b> but only if this cover is stated in the Schedule as being operative</p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) any costs of maintenance or upkeep, repair or decoration</li> <li>c) anything excluded or insured under causes 1 to 11 above and sub-sections 13, 14 &amp; 18 below</li> <li>d) loss or damage <ul style="list-style-type: none"> <li>i) arising from or caused by wear and tear, gradual deterioration, atmospheric or climatic conditions, vermin, insects, woodworm, wet or dry rot, mildew, fungus, damp, corrosion or the action of light; or</li> <li>ii) caused by domestic pets; or</li> <li>iii) arising from or caused during cleaning, dismantling, washing, heating, drying, dyeing, maintenance, alteration, renovation or repair; or</li> <li>iv) caused by lodgers, paying guests or tenants; or</li> <li>v) arising while the <b>buildings</b> are <b>unoccupied</b>, loaned, lent, let or sub-let; or</li> <li>vi) arising from or caused by mechanical or electrical defect or breakdown, faulty or defective workmanship or design, or from defective materials having been used, or use not in accordance with the manufacturer's instructions; or</li> <li>vii) to hot tubs and jacuzzis; or</li> <li>viii) arising from the renovation, alteration, or extension of the <b>buildings</b></li> </ul> </li> </ul>
<p>13. MAINS SERVICES</p> <ul style="list-style-type: none"> <li>a) <b>Accidental damage</b> to underground service pipes, cables, ducts or conduits supplying your home, including sewers or drains or their inspection covers, which belong to you or for which you are legally responsible</li> </ul> <p><i>(continued over)</i></p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) damage caused solely by any gradually operating cause</li> </ul>

## Section 1 : Buildings

Causes	Exclusions
<p>13. MAINS SERVICES (<i>continued</i>)</p> <p>b) The cost of breaking into (and repairing) an underground pipe in order to clear a blockage between the main sewer and your home or a cess pit servicing your home if necessary because normal methods of releasing the blockage are unsuccessful</p>	<p>a) an <b>excess</b> of £100</p> <p>b) any amount exceeding £500 in any one period of insurance</p>
<p>14. GLASS &amp; SANITARY FITTINGS</p> <p>Accidental breakage of fixed glass, solar panels, ceramic hobs or fixed sanitary ware</p>	<p>a) an <b>excess</b> of £100</p> <p>b) breakage</p> <p>i) if <b>you</b> have loaned, lent, let or sub-let any part of the <b>buildings</b>; or</p> <p>ii) arising while the <b>buildings</b> are <b>unfurnished</b> or <b>unoccupied</b></p>
<p>15. LOSS OF RENT/ALTERNATIVE ACCOMMODATION</p> <p>Where there has been insured <b>loss</b> or damage which is covered under 1 to 14 above, <b>we</b> will provide cover for the following for as long as the <b>buildings</b> are uninhabitable:</p> <ul style="list-style-type: none"> <li>• rent (including up to two years' ground rent) payable to <b>you</b> which <b>you</b> are unable to recover from any other source, or</li> <li>• necessary costs of comparable alternative accommodation for, and incurred by <b>you</b></li> </ul>	<p>up to £100,000</p>
<p>16. PROFESSIONAL FEES AND COSTS</p> <p>Reasonable additional costs and expenses necessarily incurred with <b>our</b> prior consent</p> <ul style="list-style-type: none"> <li>• in debris removal, shoring up or propping</li> <li>• as professional fees payable to architects, surveyors or consulting engineers for work in connection with repair or reconstruction of the <b>buildings</b></li> <li>• in complying with government or local authority requirements or regulations</li> </ul>	<p>fees or expenses charged for making a claim</p> <p>costs or expenses arising under requirements or regulations which <b>you</b> were given notice of before the <b>loss</b> or damage occurred</p>

Causes	Exclusions
<p>17. PURCHASER'S COVER</p> <p>The interest of a contracting purchaser of the <b>buildings</b> in respect of insured loss or damage which is covered under 1 to 13 above which occurs between exchange of contracts and completion, but only if the purchaser is not covered by any other insurance and subject to the purchase being completed</p>	
<p>18. DAMAGE CAUSED BY EMERGENCY SERVICES</p> <p>Damage caused by the emergency services while getting into your home to deal with an emergency:</p> <p>a) to <b>your buildings</b></p> <p>b) to flowerbeds, hedges, lawns, trees, shrubs and potted plants outside <b>your</b> home but within the boundaries of the land belonging to the <b>buildings</b></p>	<p>any amount exceeding £1,000</p>
<p>19. TRACE AND ACCESS</p> <p>Following damage insured by causes 2 and 3 of this Section <b>we</b> will pay the reasonable and necessary costs of locating the source of the leak including the making good of any damage caused by the search.</p> <p>Cover is subject to the exclusions and <b>excess</b> that applies to causes 2 and 3</p> <p><b>You</b> must get <b>our</b> agreement before work starts in order to receive this benefit</p>	<p>any amount exceeding £5,000</p>
<p>20. LOSS OR THEFT OF KEYS</p> <p>Costs incurred in replacing locks to external doors, intruder alarms or safes on or in the <b>buildings</b> in the event of <b>loss</b> or theft of such keys, provided <b>you</b> report the incident to the police.</p> <p>If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a claim for replacement locks, <b>we</b> will only make one claims payment under either <b>your buildings</b> or <b>your contents</b> section of cover</p>	<p>any amount exceeding £750</p>

# Section 1 : Buildings

Causes	Exclusions
<p>21. PROPERTY OWNERS LIABILITY</p> <p>If during the period of insurance <b>you</b> accidentally cause:</p> <ul style="list-style-type: none"> <li>• physical injury (including death or illness) to someone who is neither a member of <b>your</b> family nor employed by <b>you</b>, or</li> <li>• <b>loss</b> of or damage to property not belonging to <b>you</b> nor in <b>your</b> custody or control,</li> </ul> <p><b>we</b> will cover <b>you</b> against the damages and claimant's costs and expenses which a court of law in the United Kingdom would or does find <b>you</b> legally liable to pay, but only as the property owner of the <b>buildings</b> or the site on which they stand.</p> <p>The maximum amount <b>we</b> will pay arising out of any one such accident or incident is £2,000,000. <b>We</b> will also pay any of <b>your</b> legal costs and expenses as defendant that <b>we</b> approved before they were incurred.</p> <p>If <b>you</b> die, <b>we</b> will cover <b>your</b> personal representatives against any liability for which <b>we</b> were already covering <b>you</b> while alive.</p>	<p><b>We</b> will not cover <b>you</b> against liability arising directly or indirectly</p> <ol style="list-style-type: none"> <li>a) from <b>you</b> owning or using or being responsible for <ul style="list-style-type: none"> <li>• any aircraft (including models and drones), hovercraft or watercraft</li> <li>• any caravan, trailer or motorised vehicle</li> <li>• any animal</li> <li>• any passenger lift</li> </ul> </li> <li>b) from <b>your</b> job or while <b>you</b> are carrying on any business or profession, except to the extent that <b>your</b> ownership of the <b>buildings</b> may be considered to be a business</li> <li>c) from <b>you</b> accepting an obligation as part of an agreement or contract which <b>you</b> would have avoided if <b>you</b> had not entered into that agreement or contract</li> <li>d) from pollution or contamination of any kind unless caused by a sudden, identifiable, unintended and unexpected accident which occurs in its entirety at a specific moment in time during the period of insurance by this Policy. <b>We</b> shall treat all pollution or contamination which arises out of one such accident as having happened at the time the accident occurs</li> <li>e) from being the owner of any property or land other than <ul style="list-style-type: none"> <li>• <b>your buildings</b>, or</li> <li>• any private dwelling <b>you</b> used to own and occupy but no longer do, provided that <b>your</b> liability arises solely because of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, and no other insurance cover the liability.</li> </ul> </li> </ol>

**IMPORTANT NOTE**

If **you** insure Section 1, **you** are covered to the extent described in 21. above in respect of **your** legal liability as the property owner for third party accidental bodily injury or property damage. Please see Section 2 (if insured) on page 32 for a full description of the indemnity given against liability **you** may incur as an occupier, a private person, a private employer or a tenant.



## Section 2 : Contents

<p><b>What is insured - your contents</b></p>	
<p><b>Where they are insured</b>          Within the structure of <b>your</b> home, it's garages and domestic outbuildings at the address(es) specified in the Schedule</p>	
<p><b>What we insure against</b>  <b>Loss</b> or damage resulting from the following causes:</p>	<p><b>What is not insured</b>          Please also see General Exclusions on pages 6 &amp; 7.</p> <p>In particular, please note that loss or damage for pre-existing damage and loss or damage from any gradually operating cause are excluded from all Sections.</p>
<p>1. Fire, lightning, explosion, earthquake or smoke</p>	<p>a) an <b>excess</b> of £100</p>
<p>2. Escape of oil from any fixed heating installation</p>	<p>a) an <b>excess</b> of £100</p>
<p>3. Escape of water from, and frost damage to, fixed water tanks (including domestic fish tanks), appliances or pipes</p>	<p>a) an <b>excess</b> of £350          b) <b>loss</b> or damage:              i) while the <b>buildings</b> are <b>unoccupied</b>; or              ii) arising from <b>subsidence, heave</b> or <b>landslip</b>; or              iii) caused by the inadequacy or absence of appropriate sealant or grout; or              iv) by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on;          (If it is <b>accidental damage</b> and <b>you</b> have cover under cause 14, this would be covered subject to the exceptions under that cause).</p>
<p>4. <b>Storm</b>, flood or weight of snow</p>	<p>a) an <b>excess</b> of £100          b) <b>loss</b> or damage caused by weight of snow to garages, extensions (other than purpose built conservatories/sunrooms)and outbuildings which are not fully enclosed or are not built of brick, stone or concrete and roofed with slates, tiles or concrete          c) <b>loss</b> or damage caused by frost, <b>subsidence, heave</b> or <b>landslip</b>          d) loss or damage to <b>contents</b> in cellars and basements due to a rise in the water table</p>

## Section 2 : Contents

Causes	Exclusions
5. Falling trees, branches, telegraph-poles or lamp-posts	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) <b>loss</b> or damage arising from felling or lopping of trees or branches</li> </ul>
6. Falling aerials, satellite dishes, their masts or fittings	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> </ul>
7. Collision involving aircraft or other aerial devices or anything dropped from them, or involving any vehicle, train or animal	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) <b>loss</b> or damage caused by domestic pets</li> </ul>
8. Riot, civil commotion, labour or political disturbances	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> </ul>
9. Malicious acts or vandalism	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) <b>loss</b> or damage               <ul style="list-style-type: none"> <li>i) caused by <b>you</b>, lodgers, paying guests or tenants; or</li> <li>ii) arising while the <b>buildings</b> are <b>unoccupied</b></li> </ul> </li> </ul>
10. Theft or attempted theft	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) <b>loss</b> or damage               <ul style="list-style-type: none"> <li>i) if <b>you</b> have loaned, lent, let or sub-let any part of the <b>buildings</b> unless the thief has used force and violence to get into or out of the <b>buildings</b>; or</li> <li>ii) arising while the <b>buildings</b> are <b>unoccupied</b>; or</li> <li>iii) by deception unless the only deception practised is to gain entry to <b>your</b> home</li> </ul> </li> </ul>
11. <b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) <b>loss</b> or damage arising from or caused by               <ul style="list-style-type: none"> <li>i) faulty or defective workmanship or design, or from defective materials having been used, or</li> <li>ii) riverbank or coastal erosion; or</li> <li>iii) the <b>buildings</b> undergoing structural alteration, repair, extension or demolition; or</li> <li>iv) normal <b>settlement</b> or bedding-down of new structures, or the <b>settlement</b> or movement of made-up ground</li> </ul> </li> </ul>

Causes	Exclusions
<p>12. <b>Accidental damage</b> to any item of television, video, DVD, audio or home computer equipment (including indoor aerials) owned by <b>you</b></p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) <b>loss</b> or damage <ul style="list-style-type: none"> <li>i) to items designed to be portable, including mobile phones, laptops, tablets, pads, gaming consoles, ipods, MP3 players and satellite navigation systems; or</li> <li>ii) to camcorders, video cameras, cameras and their accessories; or</li> <li>iii) to hearing aids; or</li> <li>iv) to tapes, records, cassettes, cartridges, film, software, flash drives, memory sticks, discs or other data storage devices; or</li> <li>v) arising from or caused by wear and tear, denting, scratching or chipping, gradual deterioration, atmospheric or climatic conditions, vermin, insects, woodworm, wet or dry rot, mildew, fungus, damp, corrosion or the action of light; or</li> <li>vi) caused by domestic pets; or</li> <li>vii) arising from or caused by mechanical or electrical defect or breakdown, faulty or defective workmanship or design, or from defective materials being used, or use not in accordance with the manufacturer's instructions; or</li> <li>viii) arising from or caused during cleaning, dismantling, washing, heating, drying, dyeing, maintenance, alteration, renovation or repair; or caused by lodgers, paying guests or tenants; or</li> <li>ix) arising while the <b>buildings</b> are <b>unoccupied</b>,</li> <li>x) arising from the alteration, renovation or extension of the <b>buildings</b></li> </ul> </li> </ul>
<p>13. Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture</p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) breakage arising while the <b>buildings</b> are <b>unoccupied</b>, loaned, lent, let or sub-let.</li> </ul>

## Section 2 : Contents

Causes	Exclusions
<p>14. <b>Accidental damage to contents</b> but only if this cover is stated in the Schedule as being operative</p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) any costs of maintenance or upkeep, repair or decoration</li> <li>c) anything excluded or insured under 1 to 11 above</li> <li>d) <b>loss</b> or damage               <ul style="list-style-type: none"> <li>i) to clothing, furs, linen, <b>money</b>, medals, food, drink, plants, contact lenses, hearing aids or dentures; or</li> <li>ii) arising from or caused by wear and tear, denting, scratching or chipping, gradual deterioration, atmospheric or climatic conditions, vermin, insects, woodworm, wet or dry rot, mildew, fungus, damp, corrosion or the action of light; or</li> <li>iii) caused by domestic pets ; or</li> <li>iv) arising from or caused by mechanical or electrical defect or breakdown, faulty or defective design or workmanship, or from defective materials being used, or use not in accordance with the manufacturer's instructions; or</li> <li>v) arising from or caused during cleaning, dismantling, washing, heating, drying, dyeing, maintenance, alteration, renovation or repair; or</li> <li>vi) to tapes , records, cassettes, cartridges, film, software, flash drives, memory sticks, discs or other data storage devices; or</li> <li>vii) caused by lodgers, paying guests or tenants; or</li> <li>viii) arising while the <b>buildings</b> are <b>unoccupied</b>, loaned, lent, let or sub-let; or</li> <li>ix) arising from the renovation, alteration, repair or extension of the <b>buildings</b></li> </ul> </li> </ul>
<p>15. <b>FOOD IN DEEP FREEZERS</b> <b>Your</b> frozen food is insured in any deep freezer cabinet in the <b>buildings</b> against deterioration directly caused by a rise or fall in temperature resulting from:</p> <ul style="list-style-type: none"> <li>• breakdown of the freezer</li> <li>• damage to the freezer by any accidental, visible and external cause</li> <li>• failure of the public electricity or gas supply</li> </ul>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) <b>loss</b>, damage or deterioration cause by wilful act or neglect</li> <li>c) any amount exceeding £1,000 unless otherwise stated in the Schedule of this Policy</li> </ul>

Causes	Exclusions
<p>16. PERSONAL MONEY AND CREDIT CARDS</p> <p><b>Your money</b>, credit cards (including banker's cash dispenser, charge, cheque or debit cards) and passport(s) held by <b>you</b> for private purposes are insured as follows:</p> <p>It is insured anywhere in England and Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man and temporarily elsewhere in the world for a period not exceeding 60 days in any one period of insurance</p>	
<p><b>You</b> are insured against:</p> <p>16.1 Accidental <b>loss</b> or theft of personal <b>money</b></p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) any amount exceeding £750 unless otherwise stated in the Schedule of this Policy</li> <li>c) <b>loss</b> due to clerical, accounting or similar error or omission; depreciation in value or currency fluctuation</li> <li>d) <b>loss</b> if not reported within 24 hours of its discovery to the Police</li> </ul>
<p>16.2 Financial <b>loss</b> resulting from the fraudulent use by unauthorised persons of any credit card</p> <p><i>This Section includes fraudulent use of <b>your</b> credit card following the use by <b>you</b> on a secure website</i></p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) any amount exceeding £1,000 unless otherwise stated in the Schedule of this Policy</li> <li>c) financial <b>loss</b> <ul style="list-style-type: none"> <li>i) unless <b>you</b> report the <b>loss</b> to the issuing company within 24 hours of discovering it</li> <li>ii) unless <b>you</b> have complied with all the terms and conditions under which the credit card was issued</li> <li>iii) recoverable from the issuing company</li> <li>iv) following use of the credit card on a website not covered by a Secure Service Certificate</li> </ul> </li> </ul>

## Section 2 : Contents

Causes	Exclusions
<p>17. CONTENTS OUTSIDE YOUR BUILDINGS  <b>Your contents</b> are covered for <b>loss</b> or damage outside the structure of <b>your</b> home, it's garages and domestic outbuildings which arise from causes 1 to 11 above as follows:</p>	
<p>17.1 In the Open</p> <p>a) <b>Contents</b> within the boundaries of the land belonging to the <b>buildings</b>:</p> <p>b) Plants in the Garden  Trees, shrubs, plants and lawns within the boundaries of the land belonging to the <b>buildings</b></p>	<p>a) an <b>excess</b> of £100</p> <p>b) <b>loss</b> or damage excluded by causes 1 to 11 above</p> <p>c) any amount exceeding £2,000</p> <p>a) an <b>excess</b> of £100</p> <p>b) <b>loss</b> or damage excluded by causes 1 to 11 above</p> <p>c) <b>loss</b> or damage caused by <b>storm</b>, flood or weight of snow</p> <p>d) any amount exceeding £500</p>
<p>17.2 Household removal  Whilst in the course of removal by professional removers to a future permanent home in England and Wales, Scotland, Northern Ireland, Isle of Man or the Channel Islands to be occupied by <b>you</b>, including whilst temporarily stored in a furniture depository for a period not exceeding 7 (seven) days</p>	<p>a) an <b>excess</b> of £100</p> <p>b) <b>loss</b> or damage</p> <p>i) by theft of <b>valuables, money</b> or stamp collections</p> <p>ii) by theft whilst the property is in transit unless the removal vehicle is stolen at the same time</p> <p>iii) which is excluded by causes 1 to 11 above or</p> <p>iv) which is insured under any other policy of insurance</p>

Causes	Exclusions
<p>17.3 Temporarily Removed</p> <p>Whilst temporarily removed from the address(es) specified in the Schedule but only within England and Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands.</p> <p><i>This includes cover whilst <b>you</b> are living away from home undertaking full time education at school, college or university.</i></p>	<p>a) an <b>excess</b> of £100</p> <p>b) any amount exceeding £7,500</p> <p>c) <b>loss</b> or damage</p> <p>i) in any furniture depository; or</p> <p>ii) to property which has been removed for sale or exhibited purposes; or</p> <p>iii) to <b>money</b> or pedal cycles; or</p> <p>iv) by <b>storm</b>, flood, malicious acts or vandalism in respect of property not contained within a building; or</p> <p>v) by collision while the property is in transit by land, sea or air; or</p> <p>vi) by theft unless it involves forcible and violent entry to or exit from a building; or</p> <p>vii) which is excluded by causes 1 to 11 above; or</p> <p>viii) which is insured under any other policy of insurance</p>
<p>17.4 Deeds and Documents</p> <p>Deeds, certificates, bonds or other personal documents, while lodged by <b>you</b> in a bank safe deposit.</p> <p><b>Our</b> liability is limited to the legal and clerical costs incurred by <b>you</b> in reinstatement of the documents</p>	<p>a) an <b>excess</b> of £100</p> <p>b) <b>loss</b> or damage to <b>money</b></p> <p>c) any amount exceeding £2,500</p>
<p>18. LOSS OF RENT/ ALTERNATIVE ACCOMMODATION</p> <p>Where there has been insured <b>loss</b> or damage which is covered under 1 to 14 above, <b>we</b> will provide cover for the following for as long as the <b>buildings</b> are uninhabitable:</p> <ul style="list-style-type: none"> <li>• rent (including up to two years' ground rent) payable to <b>you</b> which <b>you</b> are unable to recover from any other source, or</li> <li>• necessary costs of comparable alternative accommodation for, and incurred by <b>you</b></li> </ul>	<p>any amount exceeding £20,000</p>

## Section 2 : Contents

Causes	Exclusions
<p>19. LOSS OR THEFT OF KEYS            Costs incurred in replacing locks to external doors, intruder alarms or safes on or in the <b>buildings</b> in the event of <b>loss</b> or theft of such keys, provided <b>you</b> report the incident to the police</p> <p>If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a claim for replacement locks, <b>we</b> will only make one claims payment under either <b>your buildings</b> or <b>your contents</b> section of cover</p>	<p>any amount exceeding £750</p>
<p>20. METERED WATER            Costs incurred by <b>you</b> by way of increased metered water charges resulting from an escape of water which gives rise to an accepted claim under cause 3 of this Section.</p>	<p>any amount exceeding £1,000</p>
<p>21. LOSS OF OIL            Costs incurred by <b>you</b> in replacing domestic fuel oil following an escape which gives rise to an accepted claim under cause 2 of this Section</p>	<p>any amount exceeding £1,500</p>
<p>22. FATAL INJURY            A benefit of £5,000 each insured person if <b>you</b> sustained fatal injury in the <b>buildings</b> as a result of fire or outward and visible violence committed by a thief, within the period of insurance covered by the Policy, provided that death ensues within 12 months of injury</p>	



Causes	Exclusions
<p>23. WEDDINGS, CIVIL PARTNERSHIPS and CHRISTMAS and other RELIGIOUS FESTIVALS An automatic increase of up to 10% in the <b>contents</b> sum insured by this Section for one month before and one month after the day of a wedding, civil partnership or religious festival to specifically cover presents bought or received for that occasion providing this falls within the period of insurance.</p>	
<p>24. AUDIO AND VISUAL DOWNLOADS The cost of replacing legally downloaded audio or visual files as a result of <b>loss</b> or damage by causes 1 – 11 above</p>	<ul style="list-style-type: none"> <li>a) an <b>excess</b> of £100</li> <li>b) any files where proof of purchase cannot be proved</li> <li>c) any amount exceeding £2,500</li> </ul>

# Section 2 : Contents

Causes	Exclusions
<p>25. PERSONAL LIABILITY</p> <p>If during the period of insurance <b>you</b> accidentally cause</p> <ul style="list-style-type: none"> <li>• physical injury (including death or illness) to someone who is not a member of <b>your</b> family, or</li> <li>• loss of or damage to property not belonging to <b>you</b> nor in <b>your</b> custody or control</li> </ul> <p><b>we</b> will cover <b>you</b> against the damages and claimant's costs and expenses which a court of law in the United Kingdom would or does find <b>you</b> legally liable to pay</p> <ul style="list-style-type: none"> <li>i) as occupier of <b>your</b> home; or</li> <li>ii) as a private person, but not as owner or occupier of any property or land; or</li> <li>iii) as employer of any <b>domestic employee</b> in connection with <b>your</b> home.</li> </ul> <p>The maximum amount <b>we</b> will pay arising out of the cover by paragraphs (i) or (ii) is £2,000,000. In addition <b>we</b> will pay any of <b>your</b> legal costs and expenses as defendant that <b>we</b> approved before they were incurred.</p> <p>The maximum amount <b>we</b> will pay arising out of the cover by paragraph (iii) is £5,000,000 inclusive of all costs and expenses, whether the claimant's or <b>yours</b>.</p> <p>If <b>you</b> die, <b>we</b> will cover <b>your</b> personal representatives against any liability for which <b>we</b> were already covering <b>you</b> while alive</p>	<p><b>We</b> will not cover <b>you</b> against liability arising directly or indirectly:</p> <ul style="list-style-type: none"> <li>a) from <b>you</b> owning or using or being responsible for <ul style="list-style-type: none"> <li>• any aircraft (including models and drones) or hovercraft</li> <li>• any motorised watercraft (but we will cover <b>you</b> for battery operated or pedestrian operated models, toys or hand propelled watercraft)</li> <li>• any motorised vehicle, other than domestic gardening equipment, invalid wheelchairs, mobility chairs and electrically power assisted pedal cycles which do not need to be licensed for road use</li> <li>• any caravan or trailer or other vehicle designed to be towed by a motorised vehicle</li> <li>• any animal, other than a domestic pet not classified as dangerous by any current law in the United Kingdom</li> <li>• any horse for hunting, racing or polo</li> <li>• any passenger lift</li> </ul> </li> <li>b) from <b>your</b> job or while <b>you</b> are carrying on any business or profession</li> <li>c) from <b>you</b> accepting an obligation as part of an agreement or contract which <b>you</b> would have avoided if <b>you</b> had not entered into that agreement or contract</li> <li>d) from pollution or contamination of any kind unless caused by a sudden, identifiable, unintended and unexpected accident which occurs in its entirety at a specific moment in time during the period of insurance by this Policy. <b>We</b> shall treat all pollution or contamination which arises out of one such accident as having happened at the time the accident occurs</li> <li>e) while <b>you</b> are visiting Canada or the United States of America on a trip planned to last more than 60 (sixty) consecutive days</li> <li>f) from the transmission of any <b>infectious disease</b> by <b>you</b>.</li> </ul>

Causes	Exclusions
<p>26. UNSATISFIED DAMAGES</p> <p>In the event of <b>you</b> being awarded damages, costs and interest forming part of a judgement in a court of law in England and Wales, Scotland, Northern Ireland, the Channel Islands or Isle of Man in respect of accidental physical injury or <b>loss</b> of or damage to material property suffered by <b>you</b> which remains unsatisfied in whole or in part three months after the date of the award, <b>we</b> will pay <b>you</b> the outstanding amount of the award, up to the maximum amount of £2,000,000</p> <p>PROVIDED THAT:-</p> <ul style="list-style-type: none"> <li>• there is no appeal pending;</li> <li>• the accident giving rise to the award occurs during the period of insurance covered by this Policy; and</li> <li>• the accident would have resulted in an indemnity being given to <b>you</b> under cause 25. Personal Liability above had <b>your</b> position and that of the judgement debtor been reversed.</li> </ul> <p>If <b>we</b> make any payment to <b>you</b> under the provisions of this sub-section <b>we</b> shall be entitled at <b>our</b> own expense and for <b>our</b> own benefit to enforce <b>your</b> unsatisfied rights against the judgement debtor</p>	

## Section 2 : Contents

Causes	Exclusions
<p>27. TENANTS LIABILITY</p> <p><b>We</b> will cover <b>you</b> as a tenant against legal liability <b>you</b> have under a tenancy agreement for <b>loss</b> of or damage to the structure of <b>your</b> home and its landlord's fixtures and fittings which</p> <ul style="list-style-type: none"><li>• occurs during the period of insurance and</li><li>• is directly caused and not excluded by causes 1 to 10 of Section 1 of this Policy.</li></ul>	<ul style="list-style-type: none"><li>a) an <b>excess</b> of £100</li><li>b) <b>loss</b> or damage which occurs while the home is <b>unoccupied</b> or sub-let</li><li>c) <b>loss</b> or damage caused by fire or smoke, other than to landlord's fixtures and fittings</li><li>d) any amount exceeding £5,000</li></ul>

*IMPORTANT NOTE: If you insure Section 2, you are covered for third party accidental bodily injury or property damage as set out in 25 above in respect of your legal liability as occupier, private person, private employer or tenant, but not as owner of the buildings.*

*Please see Section 1 (if insured) on page 22 for a full description of the indemnity given by that Section against property owner's liability.*

## Section 3 : Personal Possessions

What is insured	What is not insured
	<p>Please also see General Exclusions on pages 6 &amp; 7</p> <p>In particular, please note that <b>loss</b> or damage for pre-existing damage and <b>loss</b> or damage from any gradually operating cause are excluded from all Sections.</p>
<p><b>Your personal effects and valuables</b>, as detailed in the Schedule of this Policy, in the following categories:-</p> <p>A. Unspecified <b>personal effects</b> and <b>valuables</b>, to a maximum of £2000 any one item, pair or set (£750 for pedal cycles). Any item with a value above £2000 (£750 for pedal cycles) will not be covered unless specified in the Schedule</p> <p>B. Specified <b>personal effects</b> and <b>valuables</b> with a value exceeding £2000 any one item, pair or set as specified in the Schedule</p> <p>C. Specified pedal cycles, over £750 any one cycle, as specified in the Schedule</p> <p>D. Other property as detailed and specified in the Schedule</p>	<p>a) an <b>excess</b> of £100</p> <p>b) <b>loss</b> or damage to, to tapes, records, cassettes, cartridges, film software, flash drives, memory sticks, or other data storage devices; televisions, contact or corneal or micro-corneal lenses, dentures, hearing aids or prostheses of any kind; drones; model aircraft or boats; tools, car accessories (including satellite navigation systems); camping equipment; property insured by any other section of this Policy or under any other policy of insurance UNLESS any such property is detailed, and specified in the Schedule</p> <p>c) in respect of sports equipment, breakage in the course of play or use</p> <p>d) in respect of musical instruments, <b>loss</b> of tone or the breakage of strings, reeds or drumheads</p> <p>e) in respect of pedal cycles, <b>loss</b> or damage:</p> <p>i) to lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time; or</p> <p>ii) while any pedal cycle is being used for racing, pacemaking or trials; or</p> <p>iii) by theft UNLESS the pedal cycle is securely locked to an immovable object; or</p> <p>iv) by theft to any pedal cycle if left unattended outside a building for more than 12 (twelve) consecutive hours</p> <p>f) <b>loss</b> or damage by theft from an unattended vehicle UNLESS the property insured is concealed from view and all windows are closed and all doors including the boot are locked up to a limit of £1000 any one claim</p>
<p><b>Where they are insured</b></p> <p>while in <b>your</b> custody or control anywhere in England and Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands and temporarily elsewhere in the world for a period not exceeding 60 days in any one period of insurance.</p>	
<p><b>What we insure against</b></p> <p>accidental <b>loss</b> or <b>accidental damage</b> arising from an external, visible and violent cause.</p>	<p>(continued over)</p>

## Section 3 : Personal Possessions (Continued)

Causes	Exclusions
	<ul style="list-style-type: none"><li data-bbox="580 228 1039 539">g) <b>loss</b> or damage arising from or caused by wear and tear; denting, scratching or chipping, gradual deterioration, atmospheric or climatic conditions, vermin, insects, woodworm, wet or dry rot, mildew, fungus, damp, corrosion or the action of light; or <b>loss</b> or damage arising from or caused by mechanical or electrical defect or breakdown; faulty or defective design or workmanship; or from defective materials being used; or use not in accordance with the manufacturer's instructions</li><li data-bbox="580 544 986 592">h) drying, dyeing, maintenance, alteration, renovation or repair</li><li data-bbox="580 596 1012 644">i) <b>loss</b> or damage caused by lodgers, paying guests or tenants</li><li data-bbox="580 649 994 673">j) <b>loss</b> or damage caused by domestic pets</li><li data-bbox="580 678 1020 726">k) <b>loss</b> or damage arising while the <b>buildings</b> are <b>unoccupied</b></li></ul>

# Claims Settlement Conditions (Applicable to Sections 1, 2 and 3 only)

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The following conditions tell you how we settle claims and what we will and will not pay for.

## Section 1 : Buildings

### What we will pay

Following **loss** or damage insured by this Section, **we** will pay the costs of repairing or reconstructing the **buildings**.

**We** may make a deduction for depreciation or wear and tear if the **buildings** have not been maintained in a good condition and a good state of repair. (See Sum Insured, below).

In the event of partial damage, the sum insured will be automatically reinstated from the date of the damage unless **we** notify **you** to the contrary.

**Our** maximum liability for each claim is the sum insured by this Section (including if **index-linked** if in force) at the time the insured **loss** or damage occurs.

### What we will not pay

**We** will not pay the cost of replacing anything insured by this Section which is undamaged but which forms part of a pair, set, collection or suite, or part of property of or part of any other item of matching design, nature, colour, pattern or common function when the **loss** or damage has involved another specific part or has occurred in another clearly definable area.

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### Sum Insured

The sum insured by this Section must be at least equal to the full cost of rebuilding the **buildings** (including the costs and expenses of debris removal, shoring up or propping; professional fees payable to architects, surveyors or consulting engineers; the costs and expenses of complying with government or local authority requirements or regulations).

(Please refer to the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors (RICS) or any rebuild calculator for guidance on calculating the cost of rebuilding.)

If, at the time of the **loss** or damage, the sum insured (whether **index-linked** or not) is lower than the full cost of rebuilding the **buildings** (as described above):

- At **our** sole option, **we** may pay only the proportional cost of repair and reinstatement that the sum insured shown on the Schedule bears when compared to the full rebuilding cost; and
- **We** may also make a deduction for depreciation or wear and tear.

### Index-linking

Where appropriate, the sum insured for **buildings** will be **index-linked** and **we** will adjust it on a monthly basis in line with the latest percentage change in the Building House Cost Index prepared by the Royal Institution of Chartered Surveyors (RICS).

**We** do not alter the premium during the currency of the insurance, but recalculate the annual premium at each renewal date using the most recently adjusted sum insured.

*Please note that an **index-linked** sum insured is not necessarily an adequate one. **You** should review **your** sum insured on a regular basis.*

*If **your** premium(s) is/are based on the number of bedrooms in the **buildings**, i.e. a notional sum insured has been applied, the sums insured will not be **index-linked**.*

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# Claims Settlement Conditions (Applicable to Sections 1, 2 and 3 only)

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## Section 2 : Contents

### What we will pay

Following **loss** or damage insured by this Section, **we** will

- pay the cost of repair of any property that can be economically repaired, or
- if property cannot be economically repaired or has been lost or stolen, at **our** sole option, replace it or pay the cost of its replacement.

**Our** liability for such repair or replacement shall not exceed the purchase price of the same or equivalent property at the time of **loss** or damage.

**We** will make a deduction for depreciation or wear and tear

- in respect of clothing (over 3 years old) and pedal cycles or
- if the property has not been maintained in a good condition and a good state of repair.

In the event of partial damage, the sum insured will be automatically reinstated from the date of the damage unless **we** notify **you** to the contrary.

**Our** maximum liability for each claim is the sum insured by this Section (including if **index-linked** if in force) at the time the insured **loss** or damage occurs.

### What we will not pay

**We** will not pay the cost of replacing anything insured by this Section which is undamaged but which forms part of a pair, set, collection or suite, or part of property of or part of any other item of matching design, nature, colour, pattern or common function when the **loss** or damage has involved another specific part or has occurred in another clearly definable area.

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### Sum Insured

The sum insured by this Section must be at least equal to the full cost of replacing the insured property "as new".

If, at the time of the **loss** or damage, the sum insured (whether **index-linked** or not) is not adequate to replace as new all the property insured by this Section when the **loss** or damage happened:

- At **our** sole option, **we** may pay only the proportional cost of repair or replacement that the sums insured shown on the Schedule bear when compared to the full replacement cost of the **contents**; and
- **We** may also make a deduction for depreciation or wear and tear.

### Index-linking

Where appropriate, the sum insured for **contents** will be **index-linked** and **we** will adjust it on a monthly basis in line with the latest percentage change in the Consumer Price Index or an alternative appropriate index.

**We** do not alter the premium during the currency of the insurance, but recalculate the annual premium at each renewal date using the most recently adjusted sum insured.

*Please note that an **index-linked** sum insured is not necessarily an adequate one. **You** should review **your** sum insured on a regular basis.*

*If **your** premium(s) is/are based on the number of bedrooms in the **buildings**, i.e. a notional sum insured has been applied, the sums insured will not be **index-linked**.*

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## Section 3 : Personal Possessions

### What we will pay

Following **loss** or damage insured by this Section, **we** will

- pay the cost of repair of any property that can be economically repaired or
- if property cannot be economically repaired or has been **lost** or stolen, at **our** sole option, replace it or pay the cost of its replacement.

**Our** liability for such repair or replacement shall not exceed whichever is the least of

- i) the purchase price of the same equivalent property at the time of the **loss** or damage; or
- ii) any sum(s) insured stated in the Schedule; or
- iii) any limit in respect of any one item, pair or set stated in the descriptions of categories A,B,C or D or otherwise endorsed in this Policy.

**We** will make a deduction for depreciation or wear and tear:

- in respect of clothing (over 3 years old) and pedal cycles or
- if the property has not been maintained in a good condition and a good state of repair or
- if **you** do not replace an item that has been **lost**, stolen or damaged beyond economic repair.

### What we will not pay

Where any insured item consists of articles in a pair or set, in the event of partial **loss** or damage **we** shall not pay more than its directly proportionate part of the insured value of the pair or set, and shall make no allowance for any special value which such articles may have as a pair or set unless specifically mentioned in the Schedule or otherwise endorsed in this Policy.

## Claims Conditions (Applicable to Sections 1, 2 and 3 only)

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The following conditions tell **you** what must or must not be done in the event of a claim. If **you** do not comply with them, it could prejudice the outcome of any claim **you** make.

### Claim Notification

1. When something happens that gives rise to **loss**, damage, or injury which may result in a claim under this Policy, **you** must tell **us** as soon as possible after the incident.  
Depending on the nature of the incident, **you** must also immediately notify
  - a) the Police, in respect of the theft, attempted theft, malicious damage, vandalism, riot or anything accidentally mislaid or **lost**
  - b) the card issuing authority, in respect of theft or **loss** of credit cards and the like.
2. Within 30 days of the incident taking place which may result in a claim under this Policy, **you** must supply **us** at **your** expense with full details of the claim, To help prove **your** claim or to help **us** in dealing with **your** claim, **we** may require **you**:
  - a) to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or any other supporting information, evidence, valuations and receipts concerning the cause, extent and effect of any **loss**, damage or injury;
  - b) to obtain estimates for the replacement or repair of damaged property.
3. If any third party intimates that they intend making a claim against **you** because of **loss**, damage or injury they suffered, **you** must tell **us** immediately, and send **us** or any letter, writ, summons, notice of prosecution or other legal document as soon as this is received by **you**.  
No admission of liability, or offer or promise of payment, or settlement, may be made without **our** prior written authority.

### Your Responsibilities

4. If **your** claim is in any way false or fraudulent or dishonest or exaggerated, as regards amount or otherwise, then this insurance shall become void, all claims under it shall be forfeited and **we** will not return any premium to **you**. **We** may also take legal action against **you**.
5. **You** cannot abandon any property to **us**.
6. **You** must give such co-operation, information and assistance as **we** or **our intermediary** may reasonably require.
7. **You** must not dispose of any damaged items as **we** may want to see them.

### Our Rights

8. **We** may enter any premises where **loss** or damage has occurred and deal with any salvage in a reasonable manner.
9. In the event of a legal liability claim on **you**, **we** are entitled to take over and conduct its defence or **settlement** in **your** name, and to have complete control of any legal proceedings, including but not limited to the appointment of a solicitor. **We** shall have full discretion in the defence, **settlement** and conduct of any legal proceedings.
10. **We** shall be entitled to take legal proceedings, at **our** expense and for **our** benefit but in **your** name, to recover from any other party any payment made under this insurance.

## Making a Claim (Applicable to Sections 1, 2 and 3 only)

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These guidelines are for **your** assistance only and do not form part of the Policy's terms and conditions, which will prevail in the event of any doubt or uncertainty.

**We** have a commitment to providing a first-class responsive claim service.

Where possible, **we** will deal with **your** claim by telephone without **you** needing to send a completed form, but for optimum response from **our** trained staff please have available the information set out below.

### WHAT TO DO IF YOU WISH TO MAKE A CLAIM

1. Report to the police any **loss** or theft of **your** property, or malicious damage of any kind.
2. Have **your** current Policy and Schedule of insurance to hand.
3. Call **our 24 hour** Claims line below and **we** will be pleased to help **you**.

**0345 258 7168**

To enable **us** to give **you** a speedy response, **we** will need to know:

- name and address of Insured, and a contact telephone number
- Policy number, and period of insurance on the Schedule
- full details of the incident – what, where and why – and date and time of **loss/damage** and if possible an estimate of repair or replacement cost
- if the incident involves any person other than **you**, their full details and insurance particulars if known
- if Police advised, which Station contacted and the Crime Reference Number
- if **your** possession have been **lost** or stolen, full details including date of purchase, original cost price, and amount claimed.

**Please do not delay contacting us even if all the above information is not immediately available.**

## Section 4 : Family Legal Protection

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

Your schedule will show if this section is operative

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Family Legal Protection provides insurance for legal costs for certain types of disputes

### TERMS OF COVER

If a claim is accepted under this Section, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than:-

(a) **Our Standard Advisers' Costs**;

or

(b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

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

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

### IMPORTANT CONDITIONS

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

#### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

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

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## Duty of Disclosure

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

## DEFINITIONS APPLICABLE TO THIS SECTION

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

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or accountants or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where it is necessary to start court proceedings or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Legal or accountancy fees and disbursements incurred by the <b>Adviser</b> .
<b>Adverse Costs</b>	Third party legal costs awarded against <b>You</b> which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
<b>Conditional Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> or between <b>Us</b> and the <b>Adviser</b> which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> or <b>Us</b> for their own fees.
<b>Conflict of Interest</b>	Situations where <b>We</b> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Costs</b>	<b>Standard Advisers' Costs</b> and <b>Adverse Costs</b> .
<b>Daily Rate</b>	An amount equal to 1/250th of either of the following: <ul style="list-style-type: none"><li>• If <b>You</b> are employed, the average of the amounts shown on <b>Your</b> payslips from <b>Your</b> employer during the last 12 months (excluding bonus payments and overtime); or</li><li>• If <b>You</b> are self-employed, the monthly average of the income <b>You</b> declared to HM Revenue and Customs for the previous tax year</li></ul>
<b>Data Controller</b>	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .

## Section 4 : Family Legal Protection

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<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Domestic Employee</b>	A person who is employed to carry out domestic duties in <b>Your</b> household.
<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>Contract of Employment</b> .
<b>Excess</b>	<p>The amount that <b>You</b> must pay towards the cost of any claim as stated below:-</p> <p><b>Property Infringement section:</b> £250 <b>All other sections</b> £Nil</p> <p>The <b>Excess</b> shall be paid to and at the request of the <b>Adviser</b>.</p>
<b>HM Revenue and Customs Full Enquiry</b>	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of <b>Your</b> PAYE income or gains.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>Insured Event</b>	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Event</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>In a claim arising from <b>Identity Fraud</b> the <b>Insured Event</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.</p> <p>In a claim arising from an <b>HM Revenue and Customs Full Enquiry</b>, the <b>Insured Event</b> shall be deemed to be the date HM Revenue and Customs issue a formal notice to <b>You</b> notifying of a full enquiry into <b>Your</b> non-business affairs.</p>
<b>Insurer(s)</b>	AmTrust Europe Limited
<b>Legal Action(s)</b>	<ul style="list-style-type: none"><li>• The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;</li><li>• The defence of criminal prosecutions to do with <b>Your</b> employment.</li></ul>
<b>Legal Helpline</b>	The service provided by <b>Our</b> panel solicitors on <b>Our</b> behalf which enables <b>You</b> to obtain advice on any matter which may give rise to a claim under this insurance.

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<b>Maximum Amount Payable</b>	<p>The maximum payable in respect of an <b>Insured Event</b> is stated below:</p> <ul style="list-style-type: none"> <li>• Personal Injury (where the claim falls within the United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey): £75,000</li> <li>• Personal Injury (where the claim falls outside the United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey): £25,000</li> <li>• All other sections: £75,000</li> </ul>
<b>Period of Insurance</b>	<p>The <b>Period of Insurance</b> declared to and accepted by <b>Us</b>, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.</p>
<b>Standard Advisers' Costs</b>	<p>The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents.</p>
<b>Territorial Limits</b>	<ul style="list-style-type: none"> <li>• Consumer Pursuit and Consumer Defence: The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</li> <li>• Personal Injury: Worldwide</li> <li>• All other sections: The United Kingdom, the Channel Islands and the Isle of Man</li> </ul> <p>Each subject to the <b>maximum amount payable</b>.</p>
<b>We/Us/Our</b>	<p>Arc Legal Assistance Limited acting on behalf of <b>Insurers</b>.</p>
<b>You/Your/Yourself</b>	<p>Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance adviser and is permanently resident at the property covered under this Policy to which this cover attaches. Cover also applies to <b>Your</b> family members resident with <b>You</b>. If <b>You die</b> <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this Section on <b>Your</b> behalf that arose prior to or out of <b>Your</b> death.</p>

## Section 4 : Family Legal Protection

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### COVER

#### Consumer Pursuit

##### What is insured

**Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this Section unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

##### What is not insured

- a) Where the amount in dispute is below £250 plus VAT
- b) Where the breach of contract occurred before **You** purchased this Section
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the purchase or sale of **Your** main home
- f) Relating to a lease tenancy or licence to use property or land
- g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- i) Directly or indirectly arising from planning law
- j) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is £5,000 or below inc. VAT
- k) Claims for and/or in any way related to professional negligence.

#### Consumer Defence

##### What is insured

**Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this Section unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

##### What is not insured

- a) Where the amount in dispute is below £250 plus VAT
- b) Where the breach of contract occurred before **You** purchased this Section
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the sale or purchase of **Your** main home
- f) Relating to a lease tenancy or licence to use property or land
- g) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is £5,000 or below inc. VAT



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## Personal Injury

### What is insured

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What is not insured Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **You**

## Clinical Negligence

### What is insured

**Costs** to pursue a **Legal Action** for damages following clinical negligence resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What is not insured

Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury

## Employment Disputes

### What is insured

**Standard Advisers' Costs** to:

- a) Pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an **Employee** or **Your Contract of Employment**; or legal rights under employments laws.
- b) Defend a **Legal Action** brought against **You** by a **Domestic Employee** alleging unfair dismissal..

### What is not insured Claims

- a) Where the breach occurred within the first 90 days after **You** first purchased this Section unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred

## Section 4 : Family Legal Protection

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- b) For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) For **Standard Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- d) Where the breach is alleged to have commenced or to have continued after termination of **Your** employment
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- f) For **Standard Advisers' Costs** to defend a **Legal Action** brought against **You** by a **Domestic Employee** alleging unfair dismissal if **You** have not sought and followed the advice of the **Legal Helpline** as to the procedure to be adopted.

### Property Infringement

#### What is insured

**Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

#### What is not insured

##### Claims

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this Section unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract **You** have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- g) Directly or indirectly arising from:
  - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) Land slip meaning downward movement of sloping ground
  - iv) Mining or quarrying

### Property Damage

#### What is insured

**Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this Section.

#### What is not insured

##### Claims

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
  - b) In respect of a contract **You** have entered into
  - c) Directly or indirectly arising from planning law
  - d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
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- e) Directly or indirectly arising from:
    - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
    - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
    - iii) Land slip meaning downward movement of sloping ground
    - iv) Mining or quarrying

## Tax

### What is insured

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

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

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

### What is not insured

#### Claims

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

## School Admission Disputes

### What is insured

**Standard Advisers' Costs** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.

### What is not insured

#### Claims

- a) Arising where examinations or other selection criteria are part of the acceptance process
- b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to
- c) Where the child has been suspended, expelled or permanently excluded from another school

## Section 4 : Family Legal Protection

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### Personal Identity Fraud

#### What is insured

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

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

#### What is not insured

##### Claims

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

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

### Legal Defence

#### What is insured

- a) **Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:-
  - i) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
  - ii) In a prosecution brought against **You** in a court of criminal jurisdiction
  - iii) In a civil action brought against **You** as a **Data Controller** for compensation under **Data Protection Legislation**
  - iv) In civil proceedings brought against **You** under legislation for unlawful discrimination
- b) **Costs** in a **Legal Action** to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body

#### What is not insured

##### Claims

- a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs or prescription medication where **You** have been advised by a medical professional not to drive.
- b) For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) For parking offences which cannot lead to penalty points on **Your** licence
- d) Following an allegation of violence or dishonesty
- e) For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

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## Jury Service

### What is insured

**We** will pay a **Daily Rate** for the duration **You** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **Your** employer or the court.

**We** will pay 50% of the **Daily Rate** for each additional half day **You** are off work while attending jury service providing these costs are not recoverable from **Your** employer or the court.

## Social Media Defamation

### What is insured

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

### What is not insured

Claims where **You** are not aged 18 years or over.

## GENERAL EXCLUSIONS

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

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

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

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

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

- a) A dispute between **You** and someone **You** live with or have lived with
- b) **Your** business trade or profession other than as an **Employee**
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

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

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

# Section 4 : Family Legal Protection

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## CONDITIONS

### 1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this Section if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
  - i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted.
  - ii) Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

### 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

### 3. Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

### 4. Other Insurances

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

### 5. Disclosure

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

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

### 6. Fraud

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

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

### 7. Change in Law

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

## Section 4 : Family Legal Protection

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### CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this Section **You** should telephone the **Legal Helpline** on:

**0344 770 1040 and quote “Arch – Family Legal Protection Insurance”.**

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

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this Section, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>.

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this Section, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

#### Customer Service

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

#### Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)



## CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM (Continued)

#### The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### Compensation

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

#### Authorisation

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

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

#### Privacy and Data Protection Notice

##### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

##### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

##### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

#### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website for full address details.





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regulated by the Financial Conduct Authority and the  
Prudential Regulation Authority.  
Financial Conduct Authority register number 229887