

## CHERISHED HOME INSURANCE

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

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or statement of fact) on the date shown in the **schedule**.

**The insurance relates ONLY to those sections of the certificate which are shown in the schedule as being included.**

The written Authority (which number is shown in the **schedule**) allows **Heritage Insurance Agency** to sign and issue this certificate on behalf of **Great Lakes Reinsurance (UK) PLC** in respect of sections 1,2,3 and 5. Section 4 is administered by ARC Legal Assistance LTD and underwritten by Inter Partner Assistance

### INTRODUCTION

**Heritage Insurance Agency** is Authorised and Regulated by the Financial Services Authority our reference Number is 303576. **You** can check this information on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/](http://www.fsa.gov.uk/) or by contacting the FSA on 0845 606 1234.

Claims – Please review the claims conditions set out in this policy of insurance. If **you** believe that **you** have a claim under this Insurance, **you** should notify **our** claims management company:

**Davies Managed Systems Limited**  
2nd Floor, East Court  
Riverside, Campbell Road  
Stoke on Trent  
Staffordshire  
ST4 4DA

**Telephone: 0844 856 2088**

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

**PLEASE READ THE WHOLE DOCUMENT CAREFULLY.** It is arranged in different sections. It is important that

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

Please contact **Heritage Insurance Agency** immediately if this document is not correct or if **you** would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

<b>BODILY INJURY</b>	<b>Bodily injury</b> includes death or disease.
<b>BUILDINGS</b>	<ul style="list-style-type: none"><li>• The <b>home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>home</b></li><li>• permanently installed swimming pools, tennis courts, greenhouses, drives, patios and terraces, walls, gates and fences and fixed fuel tanks</li></ul> <b>you</b> own or for which <b>you</b> are legally liable within the <b>premises</b> named in the <b>schedule</b> .
<b>COMPUTER VIRUS</b>	A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. <b>Computer virus</b> includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”.
<b>CONTENTS</b>	Household goods and personal property, within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally liable for. <b>Contents</b> includes: <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></li><li>• property in the open but within the <b>premises</b> up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>)</li><li>• <b>money</b> and <b>credit cards</b> up to £300 in total</li><li>• deeds and registered bonds and other personal documents up to £1,500 in total</li><li>• stamps or coins forming part of a collection up to £1,250 in total</li><li>• <b>gold, silver, gold and silver</b> plated articles, jewellery and furs up to £2,500 or 20% of the sum insured for <b>contents</b> whichever is less, within the private dwelling</li><li>• domestic oil in fixed fuel oil tanks up to £1,000</li></ul> <b>Contents</b> does NOT include: <ul style="list-style-type: none"><li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li><li>• any living creature</li><li>• any part of the <b>buildings</b></li><li>• any property held or used for business purposes (other than clerical)</li><li>• any property insured under any other insurance.</li></ul>
<b>CREDIT CARDS</b>	<b>credit cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards
<b>ELECTRONIC DATA</b>	Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
<b>ENDORSEMENT</b>	A change in the terms and conditions of this insurance.
<b>FURNISHED</b>	A property <b>furnished</b> enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but not limited to carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.
<b>HOME</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>MONEY</b>	<ul style="list-style-type: none"><li>• current legal tender, cheques, postal and money orders</li><li>• postage stamps not forming part of a stamp collection</li><li>• savings stamps and savings certificates, travellers' cheques</li><li>• premium bonds, luncheon vouchers and gift tokens</li><li>• all held for private or domestic purposes.</li></ul>

<b>OCCUPANT</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
<b>PERIOD OF INSURANCE</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>PERSONAL POSSESSIONS</b>	Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to <b>you</b> <b>Personal possessions</b> does NOT include: <ul style="list-style-type: none"> <li>• <b>money</b> and <b>credit cards</b></li> <li>• pedal cycles</li> </ul>
<b>PREMISES</b>	The address which is named in the <b>schedule</b> .
<b>SANITARY WARE</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>SCHEDULE</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>STANDARD CONSTRUCTION</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>STOVE</b>	An enclosed woodburner or multi fuel stove used for the purpose (in all or in part) of heating or cooking.
<b>UNITED KINGDOM</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>UNOCCUPIED</b>	The property is left without occupant for more than 30 consecutive days or is not furnished enough to be normally lived in.
<b>VALUABLES</b>	<ul style="list-style-type: none"> <li>• jewellery</li> <li>• furs</li> <li>• gold, silver, gold and silver plated articles</li> <li>• pictures.</li> </ul>
<b>WE / US / OUR</b>	<b>Great Lakes Reinsurance (UK) PLC.</b>
<b>YOU / YOUR / INSURED</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>YOUR BROKER</b>	<b>Heritage Insurance Agency.</b>

## GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Each **home** included under this insurance is considered to be covered as if separately insured.

### Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if **you**
  - stop using the **home** as **your** permanent private residence
  - regularly leave the **home** unattended by day or night other than for **your** normal job of work, or
  - leave the **home** without an **occupant** for more than 30 consecutive days
  - become aware of any changes or circumstance which materially alters the risk
  - start to use a **stove** which has previously been confirmed to us as unused or dormant
  - purchase or acquire a **stove** during the **period of insurance**
  - Oil Storage Endorsement

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

3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**.

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

### Oil Storage

It is a condition of this **policy** that any tank

1. used for the storage of oil must be professionally installed to comply with building regulations and oil storage regulations.
2. that is more than ten years old or is no longer covered under the manufacturer's warranty must be inspected annually by an Oil Firing Technical Association (OFTEC) registered technician with any resultant recommendations or requirements complied with within 30 days.

If **you** fail to comply with any aspect of the above condition, cover for the escape of oil including any liability resulting from such an escape, will be excluded from the policy.

### Cooling off Period

**You** are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

1. The date **you** receive **your** policy documentation; or
2. The start of the **period of insurance**

Whichever is the later.

### Cancellation clause

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

### Data Protection Act 1998

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

## Your duties

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

1. **you** must notify **your broker** as soon as possible giving full details of what has happened.
2. **you** must provide **your broker** with written details of what has happened within 30 days and provide any other information **we** may require.
3. **you** must forward to **your broker** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.

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

Contact details for all claims:

**Davies Managed Systems Limited**  
**2nd Floor, East Court**  
**Riverside, Campbell Road**  
**Stoke on Trent**  
**Staffordshire**  
**ST4 4DA**

Telephone: 0844 856 2088

## How we deal with your claim

### 1. Defence of claims

**We** may

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

### 2. Other insurance

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

This clause does not apply to fatal injury (section two-H).

### 3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

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

**We** will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) **War Exclusion**

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

### c) **Existing and Deliberate Damage**

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

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**
- due to consequential loss of any kind or description.

### d) **Electronic Data Exclusion**

**We** will not pay for

Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic data** from any cause whatsoever (including but not limited to **Computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should **Electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **Electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **Electronic data** to the **Insured** or any other party, even if such **Electronic data** cannot be recreated, gathered or assembled.

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

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

f) **Nuclear, Biological and Chemical Contamination Clause**

**We** will not pay for

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

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

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

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

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

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

g) **Contamination and Pollution Exclusion**

**We** will not pay for 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, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, subsidence, landslide or heave.

h) **Micro-organism Exclusion**

**We** will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

- Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- Any physical loss or damage to insured property
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

i) **Reduction in value**

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

j) **Gradual Operating Causes**

**We** will not pay any claim for loss or damage arising from any wear and tear or gradual operating cause.

k) **Contractors Exclusion**

This insurance does not cover loss, damage or liability arising out of the activities of contractors, or to contractors. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

## SECTION ONE – BUILDINGS

### WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by

1. fire, smoke, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. subsidence or heave of the site upon which the **buildings** stand or landslip
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11. falling trees, telegraph poles or lamp-posts

### WHAT IS NOT COVERED

We will not pay

- a) for loss or damage caused by smoke damage due to any gradually operating cause
- b) the first £50 of every claim
- a) the first £50 of every claim
- a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences
- c) the first £50 of every claim
- a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
- c) the first £50 of every claim
- d) for loss or damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the first £50 of every claim
- c) for loss or damage caused by faulty workmanship
- d) for loss or damage while the **buildings** are not furnished enough to be normally lived in
- a) for loss or damage while the **home** is **unoccupied** or not furnished enough to be normally lived in
- b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows a violent and forcible entry or exit
- c) the first £50 of every claim
- a) the first £50 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in
- b) for loss or damage caused by persons lawfully on the premises
- c) the first £50 of every claim
- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
- b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- c) for loss or damage arising from faulty design, specification, workmanship or materials
- d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- e) the first £1,000 of every claim
- f) for loss or damage caused by coastal erosion
- g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
- b) the first £50 of every claim
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) for loss or damage to gates and fences
- c) the first £50 of every claim

## SECTION ONE – BUILDINGS *continued*

### WHAT IS COVERED

This section of the insurance also covers

- A)** the cost of repairing accidental damage to
- fixed glass and double glazing (including the cost of replacing frames)
  - solar panels
  - **sanitary ware**
  - ceramic hobs
- all forming part of the **buildings**
- B)** the cost of repairing accidental damage to
- domestic oil pipes
  - underground water-supply pipes
  - underground sewers, drains and septic tanks
  - underground gas pipes
  - underground cables
- which **you** are legally liable for
- C)**
- loss of rent due to **you** which **you** are unable to recover
  - the increased additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for
  - while the **buildings** cannot be lived in following loss or damage which is covered under section one
- D)** expenses **you** have to pay and which **we** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
  - the cost of removing debris and making safe the building
  - costs **you** have to pay in order to comply with any Government or local authority requirements
  - following loss or damage to the **buildings** which is covered under section one
- E)** increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one
- F)** anyone buying the **home** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner
- G)** loss or damage caused by forced access by emergency services, to deal with a medical emergency or to prevent damage to the **home**
- H)** expenses **you** have to pay and which **we** have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the **buildings**, which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under section one
- I)** loss or damage to **your** trees, shrubs, plants, hedges and lawns at the **premises** of your home caused by:
- Fire, lightning, explosion, earthquake, riot, civil commotion, malicious acts, vandalism, theft, attempted theft or impact involving vehicles or aircraft.

### WHAT IS NOT COVERED

**We** will not pay

- a)** for damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in
- b)** the first £50 of every claim
- a)** for damage due to wear and tear or any gradually operating cause
- b)** the first £50 of every claim
- a)** any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- a)** any expenses for preparing a claim or an estimate of loss or damage
- b)** any costs if Government or local authority requirements have been served on **you** before the loss or damage
- a)** more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total
- a)** if the **buildings** are insured under any other insurance
- a)** more than £1,000 in any **period of insurance**
- a)** the first £100 of every claim
- b)** more than £1,500 in any **period of insurance**
- c)** loss or damage while **your home** is **unoccupied**, lent let or sublet to anyone other than **your** family

## SECTION ONE – ACCIDENTAL DAMAGE TO THE BUILDINGS

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

### WHAT IS COVERED

This extension covers

accidental damage to the **buildings**

### WHAT IS NOT COVERED

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section one
- b) for the **buildings** moving, settling, shrinking, collapsing or cracking
- c) for damage while the **home** is being altered, repaired, cleaned, maintained or extended
- d) for damage while the **home** is lent, let or sublet
- e) for the cost of general maintenance
- f) for damage caused by wear and tear, infestation, vermin, birds, domestic pets, corrosion, damp, wet or dry rot, mould, frost or any gradually operating cause
- g) for damage arising from faulty design, specification, workmanship or materials
- h) for damage from mechanical or electrical faults or breakdown
- i) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- j) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- l) the first £100 of every claim

## Settling claims

Conditions that apply to section one (**buildings**) only

### HOW WE DEAL WITH YOUR CLAIM

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.

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

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### YOUR SUM INSURED

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If you are under insured, which means the cost of rebuilding the buildings including at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding, we will only pay one half of the cost of repair or replacement.

### INDEX LINKING

The sums insured in section one (**buildings**) will be indexed each month in line with the The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### LIMIT OF INSURANCE

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent, alternative accommodation and expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers, compliance with government or local authority requirements and legal fees

## SECTION TWO – CONTENTS

### WHAT IS COVERED

This insurance covers the **contents** for loss or damage directly caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. subsidence or heave of the site upon which the **buildings** stand or landslip
10. falling trees, telegraph poles or lamp-posts

### WHAT IS NOT COVERED

We will not pay

- a) for loss or damage caused by smoke damage due to any gradually operating cause
- b) the first £50 of every claim
- a) the first £50 of every claim
- a) for property in the open
- b) the first £50 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in
- b) the first £50 of every claim
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) for loss or damage caused by faulty workmanship
- c) the first £50 of every claim
- a) for loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry or exit
- b) any amount over £500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages
- c) for loss or damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in
- d) the first £50 of every claim
- a) the first £50 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in
- b) for loss or damage caused by persons lawfully on the premises
- c) the first £50 of every claim
- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- b) for loss or damage arising from faulty design, specification, workmanship or materials
- c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
- d) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- e) for loss or damage by coastal erosion
- f) the first £1,000 of every claim
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) the first £50 of every claim

## SECTION TWO – CONTENTS *continued*

### WHAT IS COVERED

This section of the insurance also covers

- A)** accidental damage to
- televisions, satellite decoders
  - audio and video equipment
  - radios
  - home computers, dvd players
- all situated within the **home**
- B)** accidental breakage of
- fixed glass and double glazing
  - **sanitary ware**
  - forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for
  - mirrors
  - glass tops and fixed glass in furniture
  - ceramic hobs
- C)** the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by:
- (i)** any of the events insured under numbers 1-10 in section two while the **contents** are:
- in any occupied private dwelling
  - in any **buildings** where **you** are living or working
  - in any **building** for valuation, cleaning or repair
  - in any furniture store
  - in any bank or safe deposit
- D)** up to twelve months rent **you** have to pay as occupier if the **home** cannot be lived in following loss or damage which is covered under section two
- E)** the increased costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **home** cannot be lived in following loss or damage which is covered under section two
- F)** the cost of repairing accidental damage to
- domestic oil pipes
  - underground water-supply pipes
  - underground sewers, drains and septic tanks
  - underground gas pipes
  - underground cables
- which **you** are legally liable for as tenant only
- G)** **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under section two
- H)** fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:
- £10,000 for each **insured** person over the age of majority within the United Kingdom,
  - £5,000 for each **insured** person under the age of majority within the United Kingdom, at the time of the incident.

### WHAT IS NOT COVERED

We will not pay

- a)** for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- b)** for damage to tapes, records, cassettes, discs or computer software
- c)** for mechanical or electrical faults or breakdown
- d)** for loss or damage whilst the **home** is lent, let or sublet.
- e)** for loss or damage while the **buildings** are unoccupied or not furnished enough to be normally lived in
- f)** the first £50 of every claim
- a)** for loss or damage whilst the **home** is lent, let
- b)** for loss or damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in
- c)** the first £50 of every claim
- d)** for the cost of repairing, removing or replacing frames
- a)** for **contents** outside the **United Kingdom**
- b)** for **money** or **credit cards**
- c)** any amount over 20% of the sum insured under section two for **contents** in a furniture store
- a)** any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
- a)** any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
- a)** for damage due to wear and tear or any gradually operating cause
- b)** the first £50 of every claim
- a)** any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
- b)** for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings
- c)** for loss or damage arising from subsidence, heave or landslip
- d)** for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- e)** for loss or damage while the **buildings** are not furnished enough to be normally lived in
- f)** the first £50 of every claim

## SECTION TWO – CONTENTS *continued*

### WHAT IS COVERED

This section of the insurance also covers

- I) costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of your keys
- J) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two
- K) loss or damage to contents whilst being moved to your new permanent home in the British Isles by professional removers
- L) loss or damage to visitors personal possessions by any event insured under numbers 1-10 in section two whilst contained within your **home**
- M) an additional amount of 15% or £5,000 of the sum insured for **contents** whichever is the greater during:
  - the months of December and January
  - a period of 60 days either side of the day of **your** wedding to provide additional cover within the home in respect of presents, gifts, new purchases or acquisitions
- N) loss or damage to **contents** and personal possessions at a residential care home attended by **you** or **your** parents
- O) loss or damage to contents temporarily at a boarding school or university halls of residence whilst **you** are attending further education
- P) the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes
- Q) the cost of cleaning, repairing or restoration of any gravestone or surround being that of **your** immediate family resulting from malicious damage or graffiti
- R) the cost of advertising in the event of a family pet going missing as a result of any insured peril in pursuance of their return
- S) **we** will indemnify **you** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

### WHAT IS NOT COVERED

**We** will not pay

- a) any amount over £250 in total
- a) more than £1,000 in any period of insurance. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total
- a) damage to china, glass and similar brittle items, unless they have been packed by professional packers.
- b) the first £100 of every claim
- c) loss or damage that is not reported within 7 days of **your** contents being delivered to **your** new **home**
- a) any amount over £250 in total
- a) any amount over £2,500 in total
- b) any amount over £250 for any one single item, pair, set or collection
- c) theft cover unless following forcible and violent entry or exit
- d) the first £50 of every claim
- a) any amount over £2,000 in total
- b) any amount over £250 for any one single item, pair, set or collection
- c) any amount over £250 in total any one period of insurance in respect of computer games, videos, DVD's, CD's and similar media
- d) theft cover unless following forcible and violent entry or exit
- e) pedal cycles, computer equipment, musical instruments or sports equipment
- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action
- c) any amount over £500 in total
- d) the first £50 of every claim
- a) any amount over £500 in total
- b) the first £50 of every claim
- a) any amount over £150 in total

**we** will not indemnify **you** for **bodily injury** arising directly or indirectly

- a) from any vehicle outside the **premises**
- b) from any vehicle used for racing, pacemaking or speed testing
- c) from any communicable disease or condition
- d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**

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

## SECTION TWO – ACCIDENTAL DAMAGE TO CONTENTS

The following applies only if the **schedule** shows that accidental damage to **contents** is included.

### WHAT IS COVERED

This extension covers

accidental damage to the **contents** within the **home**

### WHAT IS NOT COVERED

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section two
- b) for damage to **contents** within garages and outbuildings
- c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- d) for damage caused by chewing, tearing, scratching or fouling by animals
- e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles
- f) for **money, credit cards**, documents or stamps
- g) for damage to contact, corneal or micro corneal lenses
- h) for damage while the **home** is lent, let or sub let
- i) for damage caused by wear and tear, insects, vermin, birds, domestic pets, infestation, corrosion, damp, wet or dry rot, mould, frost or any gradually operating cause
- j) for damage arising out of faulty design, specification, workmanship or materials
- k) for damage from mechanical or electrical faults or breakdown
- l) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- n) for the first £100 of every claim

## Settling claims

Conditions that apply to section two (**contents**) only

### HOW WE DEAL WITH YOUR CLAIM

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
  - the new article is as close as possible to but not an improvement on the original article when it was new; and
  - **you** have paid or **we** have authorised the cost of replacement.The above basis of settlement will not apply to clothes or pedal cycles where **we** will take off an amount for wear and tear and depreciation.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### YOUR SUM INSURED

1. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

### INDEX LINKING

The sums insured in section two (**contents**) will be index linked each month in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### LIMIT OF INSURANCE

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent and alternative accommodation.

## SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS

### What is covered

This insurance covers

**Valuables** and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage United Kingdom, Europe and upto 60 days worldwide

**Money and credit cards** – This section of insurance extends to cover the following

- theft or accidental loss of money
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)** within the geographical limits shown in the schedule, provided that
- within 24 hours of **you** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and
- **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**

**Pedal Cycles** – This section of insurance extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- accidental damage

anywhere in the **United Kingdom**

#### Mobile Phone

Mobile Phones – this section of insurance extends to cover the cost of repairing or replacing your mobile phone following:

- theft or attempted theft
- accidental damage

anywhere in the **United Kingdom**

Any **mobile phone** over £101 needs to be specified on the **schedule**.

The model name, model number and serial number must be noted in full on the **schedule**.

### What is not covered

**We** will not pay

- for damage caused by moth, vermin, wear and tear or any gradually operating cause
  - for damage from electrical or mechanical faults or breakdown
  - any amount over £1,000 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
  - for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
  - for damage to guns caused by rusting or bursting of barrels
  - for breakage of any sports equipment whilst in use
  - for any loss of or damage to contact, corneal or micro corneal lenses
  - for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
  - the first £50 of every claim in respect of unspecified items
  - Computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
  - any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant
  - any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
- to make up any shortages due to error or omission
  - for loss of value
  - the first £50 of every claim
  - more than the amount shown in the **schedule**

- for loss or damage to:
    - tyres,
    - lamps,
    - accessories,unless the cycle is stolen or damaged at the same time
  - for loss or damage due to wear and tear or any gradually operating cause
  - for damage from mechanical or electrical faults or breakdown
  - for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
  - to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
  - more than £500 per cycle unless specified in the **schedule**
- the first £50 of every claim
  - for loss or damage due to wear and tear or any gradually operating cause
  - for damage from mechanical or electrical faults or breakdown
  - any amount over £101 unless specified in the **schedule**
  - if the **mobile phone** and sim card are not registered to **you**.
  - any loss if the mobile phone was not purchased within 3 years of the date of the loss/claim

Conditions that apply to section three (**valuables and personal possessions**) only

### Settling claims

#### How we deal with your claim

- We** will at **our** option repair, replace or pay for any article lost or damaged.
- If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
  - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
  - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

#### YOUR SUM INSURED

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement. However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

#### INDEX LINKING

The sums insured in section two (**valuables and personal possessions**) will be index linked each month in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

#### LIMIT OF INSURANCE

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

## SECTION 4 – FAMILY LEGAL COSTS

**This section of cover is only operative if shown within your insurance schedule.**

This insurance is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance.

In the event of a valid claim under this insurance, Arc will appoint Irwin Mitchell Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal adviser's fees unless court proceedings are issued.

The insurance covers Advisers' Costs up to the Limit of Indemnity where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- b) The Proceedings take place in the Territorial Limits.

### COVER

**Section 1.** The Insured is covered for Advisers' Costs to pursue:-

- A** Contract claims against the person or organisation that sold, hired or leased the Insured defective goods or services for his private use. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £125 plus VAT.
- B** Personal injury/fatal accident claims against the person or organisation directly responsible. There is no cover for:
  - Claims arising from an allegation of clinical negligence
  - Claims based predominantly on Psychological Injury
  - Product Liability claims.
- C** An action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of the Insured's contract of employment.

The breach of contract must have occurred at least 60 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- D** Actions for nuisance or trespass against the person or organisation infringing the Insured's legal rights in relation to his main residence. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

**Section 2.** The Insured is covered for Advisers' Costs to defend:-

- A** Criminal prosecutions brought against the Insured arising from alleged road traffic offences. There is no cover for pleas in mitigation unless Arc believes that such a plea will have a significant effect on the sentence. There is no cover for prosecutions for dishonesty or intentional violence or where the act or omission giving rise to the prosecution was deliberate.

There is no cover for alleged road traffic offences where the Insured did not hold or was disqualified from holding a licence to drive or is being prosecuted for driving whilst under the influence of drink or non-prescribed drugs.
- B** Contract claims brought by someone to whom the Insured has sold his private goods intended to be for the private and personal use of that person. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £125 plus VAT.
- C** The Insured is covered for accountancy fees if he is subjected to an Inland Revenue Enquiry into his PAYE tax position. This cover applies only if the Insured has:-
  1. Maintained proper, complete, truthful and up to date records.
  2. Made all returns at the due time without having to pay any penalty.
  3. Provided all information that the Inland Revenue reasonably requires.

### Limit of indemnity

£50,000 other than Section 2C which is £25,000.

### To make a claim

This insurance only covers legal fees incurred by Irwin Mitchell Solicitors or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued, you may nominate another solicitor to act for you.

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

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

### Telephone legal advice line

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household.

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 insurance, the advice line will ask you to complete a claim form. If your problem is not covered under this insurance, the advice line may be able to offer you assistance under a private funding arrangement.

Simply telephone **0870 350 1730** and quote "Heritage - Family Legal Costs Insurance".

### Domestic Helpline

Use the 24 hour helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to your home. You will be responsible for the tradesman's charges.

Where appropriate, we may substitute deploying a tradesman with the provision of technical advice over the telephone giving you the means to rectify the problem yourself.

Simply telephone **0870 350 1731** and when prompted quote "Arc Domestic Helpline".

## SECTION 4 – FAMILY LEGAL COSTS *continued*

### DEFINITIONS

- 1 Insured/You/Your** – Any person who has paid the premium and been declared to Arc by Heritage Insurance Agency. Cover also applies to the Insured's spouse and children under 21 normally resident with the Insured. If the Insured dies his personal representatives will be covered to pursue or defend cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death.
- 2 Advisers' Costs** – Reasonable legal or accountancy fees incurred by the Adviser up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.
- 3 Proceedings** – The pursuit or defence of civil legal cases for damages or injunctions and the defence of prosecutions for road traffic offences.
- 4 Limit of Indemnity** – The maximum payable in respect of an Insured Incident.
- 5 Insured Incident** – The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
- 6 Territorial Limits** – The United Kingdom, Channel Islands and the Isle of Man.
- 7 Insured Period** – One year from the date shown on the Insured's insurance schedule.
- 8 Arc** – Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
- 9 Inland Revenue Enquiry** – An enquiry under Section 9A of the Taxes Management Act 1970 into the Insured's PAYE income or gains.
- 10 Adviser** – Irwin Mitchell Solicitors or their agents appointed by Arc to act for the Insured.
- 11 Computer** – Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
- 12 Underwriters** – Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

### GENERAL EXCLUSIONS

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

- The Insured Incident began to occur or had occurred before the Insured purchased this insurance.
- The Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
- The Insured fails to give proper information to Arc or to the Adviser.
- The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings.
- Advisers' Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.

#### 2. There is no cover for any claim arising from: -

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- Computer software other than proprietary packaged software that has not been tailored to the Insured's requirements.
- Works undertaken or to be undertaken by or under the order of any government or public or local authority.
- Planning law.
- The construction of or structural alteration to buildings.
- Defamation or malicious falsehood.
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
- The Equal Pay Act 1970 and amending legislation.
- A lease or licence to occupy property or land.
- Any venture for gain or business project of the Insured.
- A dispute between persons insured under this policy.
- An allegation of clinical negligence.
- 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).
- Any consequence of any failure of the Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise).
- An application for Judicial Review.
- A novel point of law

#### 3. There is no cover: -

- For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For damages, interest, fines or costs awarded in criminal courts.
- Where the Insured has other legal costs insurance cover.
- For claims made by or against Heritage Insurance Agency, the Underwriters, the Adviser or Arc.
- For claims under Section 2C where:-
  - Deliberate misstatements have been made to the authorities
  - The Special Compliance Officer is investigating the Insured's affairs
  - Accountancy fees relate to any business trade or profession of the Insured
  - Income or gains have been under-declared because of false representations or statements by the Insured.
- For appeals without the prior written consent of Arc.
- For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of the Insured's employment.
- For disputes in relation to the sale, purchase or adverse possession of the Insured's property.
- For claims based predominantly on Psychological Injury.
- For Product Liability claims.
- For claims against Financial Services providers
- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion.

#### 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 COSTS *continued*

### CONDITIONS

#### 1. Cancellation

The Insured may cancel this insurance at any time by writing to and providing fourteen days written notice to Heritage Insurance Agency.

Heritage Insurance Agency or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to Heritage Insurance Agency. No refund of premium shall be made.

#### 2. Claims

- a) The Insured must notify claims as soon as reasonably possible within 180 days of the Insured Incident and complete the claim form. This must be returned promptly with all relevant information.
- b) Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
- c) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an Adviser to act for him he may do so. The Adviser must:-
  - i.) Confirm in writing that he will enable the Insured to comply with his obligations under this insurance.
  - ii.) Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:-
  - i.) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained.
  - ii.) Keep Arc fully advised of all developments and provide such information as Arc may require.
  - iii.) Keep Arc regularly advised of Adviser's Costs incurred.
  - iv.) Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees in its absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by Arc.
  - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser.
- f) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- g) The Insured shall supply all information requested by the Adviser and Arc.
- h) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

#### 3. Disputes

Any dispute between the Insured and Arc shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

#### 4. Reasonable Prospects

At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that the Insured's interests could be better achieved in another way.

#### 5. English Law

This contract is governed by English Law.

### DATA PROTECTION ACT

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### CUSTOMER SERVICE

Arc's aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. If you, the Insured, 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 is not yet resolved plus an indication of when a final response will be provided. After eight weeks, if you are not satisfied with the delay you may refer your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with us.

#### Our contact details are:

Arc Legal Assistance Ltd  
Lodge House  
Lodge Lane  
Langham  
Colchester  
CO4 5NE

Tel 0870 350 4400

Email: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

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

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

Tel 0800 023 4567

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

## SECTION 4 – FAMILY LEGAL COSTS *continued*

### COMPENSATION

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>

### AUTHORISATION

Arc Legal Assistance Ltd is a authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

### IPA address details are:

Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR  
Registered No: FC008998

## ARC ASSISTANCE

### LEGAL AND DOMESTIC HELPLINES

The following services operate 24 hours a day, 365 days a year and have been arranged by Us for all Home Insurance Certificateholders  
The telephone numbers are:

**Domestic helpline: 0870 350 1731** • **Legal helpline: 0870 350 1730**

### LEGAL HELPLINE

This confidential service provides free advice for any private legal problem concerning You or members of Your family permanently residing with You. Advice is available 24 hours a day from qualified lawyers. All You pay for is the telephone call.

### DOMESTIC HELPLINE

This service is available to You to arrange for assistance or repairs as a result of any domestic emergency:

- Damage to the roof of Your Home by storm
- Escape of water from the plumbing in Your Home
- Blocked drains
- Failure of the heating or electrical systems within Your Home
- Your Home becoming insecure as a result of loss of keys or Damage to windows or doors

You are responsible for any fees incurred, but You will be provided with an indication of the cost when You call the helpline.

If the Damage is covered by this Certificate then You should submit a claim in the usual way (see page 16)

## SECTION 5 – LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

### PART A

Part A of this section applies in the following way:

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

#### WHAT IS COVERED

We will indemnify **you**

- (i) as owner or occupier for any amounts **you** become legally liable to pay as damages for
- **bodily injury**
  - damage to property
- caused by an accident happening at the **premises** during the **period of insurance**,

OR

- (ii) as a private individual for any amounts **you** become legally liable to pay as damages for
- **bodily injury**
  - damage to property
- caused by an accident happening anywhere in the world during the **period of insurance**

#### WHAT IS NOT COVERED

We will not indemnify **you** for any liability

- a) for **bodily injury** to
- **you**
  - any other permanent member of the **home**
  - any person who at the time of sustaining such injury is engaged in **your** service
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition
- c) arising out of any criminal or violent act to another person
- d) for damage to property owned by or in the charge or control of
- **you**
  - any other permanent member of the **home**
  - any person engaged in **your** service
- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**
- f) arising directly or indirectly out of any profession, occupation, business or employment
- g) which **you** have assumed under contract and which would not otherwise have attached
- h) arising out of **your** ownership, possession or use of:
- any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the **premises** and
    - pedestrian controlled gardening equipment used elsewhere
  - any power-operated lift
  - any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- i) in respect of any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the schedule; and
  - reported to **us** not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- j) arising out of **your** ownership, occupation, possession or use of any land or **building** that is not within the **premises**
- k) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

## SECTION 5 – LEGAL LIABILITY TO THE PUBLIC *continued*

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

### PART B

#### WHAT IS COVERED

We will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which we shall become entitled to upon making payment

### PART C

We will indemnify **you** for

any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**

#### LIMIT OF INSURANCE

We will not pay

- in respect of pollution and/or contamination:- more than **£2,000,000** in all
- in respect of other liability covered under section four:- more than **£2,000,000** in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

#### WHAT IS NOT COVERED

We will not indemnify **you**

for any amount in excess of £100,000

We will not indemnify **you**

- for any liability if **you** are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault

## Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

### 1. SECOND HOME, HOLIDAY HOME AND LET PROPERTY CLAUSE

Whenever the **home** is left without an occupant for more than 72 consecutive hours, **we** will not pay for:

- a) the first £100 of each and every claim caused by malicious acts or vandalism
- b) for loss or damage caused by theft or attempted theft to jewellery, furs, articles of precious metals, pictures, works of art, stamps, coins, money and credit cards, valuables, televisions, satellite decoders, audio and video equipment, radios and home computers.
- c) for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes unless the water has been turned off at the point of supply to the **buildings**.

It is a condition that the **home** will be inspected internally and externally by a duly authorised person at least weekly.

### 2. THEFT LIMITATION CLAUSE

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry or exit.

### 3. BUSINESS-USE EXTENSION CLAUSE

In return for the payment of an extra premium section five A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

### 4. STORM CONDITION CLAUSE

This insurance does not cover loss or damage by storm, until the roof has been repaired.

### 5. RENOVATION CONDITION CLAUSE

It is a Condition of this insurance that no blow lamps or naked flame appliances are used during renovations.

### 6. MINIMUM SECURITY CLAUSE

It is a condition of this policy that cover for theft or attempted theft is excluded unless the undernoted minimum protections are fitted and fully operative whenever the property is left unattended.

SECURITY DEVICES (see below) must be fitted in the following places:

- A. The Main Final Exit Door  
1 or 2 or 3
- B. Other Single Exit Doors  
1 or 2 or 3 or 4
- C. Exit Doors to Garages and other Outbuildings (except Greenhouses)  
1 or 2 or 3 or 4 or 8
- D. Sliding Patio Doors  
1 or 3 or 5 or 6 or 7
- E. Double opening outside doors or windows (ie French Doors/windows)  
1 or 3 or 5
- F. Doors inside Garages which provide access to any part of your home.  
1 or 2 or 3 or 4
- G. All Ground Floor opening windows, and any on the First Floor or above that are 'readily accessible'  
3 or 8
- H. All panes of glass in louvre windows must be securely bonded into their brackets with an adhesive fit for this purpose

SECURITY DEVICES

1. A lock which can be locked by a key from both the inside and outside
2. A mortice deadlock with 5 or more levers or a surfacemounted rim deadlock
3. A key operated multi-point locking system
4. Two key operated security bolts operating horizontally and fitted internally top and bottom
5. For each door or window two key operated security bolts operating vertically and fitted internally top and bottom
6. For each opening door two key operated patio door locks operating horizontally and fitted top and bottom
7. One key operated patio door lock plus an anti-lift device. An anti-lift device prevents the lifting of sliding patio doors from their frames
8. At least one key operated locking device

### 7. CHIMNEY SWEEP CONDITION

**We** will not be liable for claims arising from the use of any open fires at the property until **we** have received written confirmation that all chimneys have been swept.

### 8. ELECTRICAL INSPECTION CONDITION

**We** will not be liable for claims arising directly or indirectly due to any defect in the electrical installation until **we** have received and approved a current electrical inspection certificate.

### 9. VALUATION CLAUSE

All items covered under section 3 specified items for which valuations have not been produced, the values stated in the schedule shall not be deemed to be admitted as the value for the items in question. In the event of loss or damage to the items it shall be for the insured to prove the value of the items at the time of the loss.

### 10. FLOOD EXCLUSION CLAUSE

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

## Endorsements

### 11. SAFE CLAUSE

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

### 12. ALARM CLAUSE

This insurance does not cover theft unless:

- a) at all times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with an NSI or SSAIB approved company

### 13. CONTRACTORS EXCLUSION CLAUSE

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

### 14. TREE PRUNING CLAUSE

A tree surgeon or similar professional must carry out the following, within 60 days of inception at **your** expense and triennially thereafter;

- Inspect the trees to ensure that they do not affect the structure, drains or sewers of the **property insured**.
- Prune or pollard the trees as appropriate

Failure to comply with this condition may result in a claim in respect of the perils of Subsidence, Landslip and Heave not being covered.

### 15. FLAT ROOF CLAUSE

It is a condition of this insurance that the areas of flat roof be checked and maintained in good condition, at **your** expense, at least every 5 years.

### 16. NON-STANDARD CONSTRUCTION CLAUSE

It is agreed that the private dwelling of the **home** is not of **standard construction**.

### 17. TREE ROOT CLAUSE

It is a condition of this insurance that the insured, must acquire a specialist contractor to carry out an inspection of the **buildings** perimeter, to ascertain if any tree roots close to the structure and foundations of the property, have or could result in structural movement to the **building**.

This is to be completed at the insured's expense within 60 days of inception and a copy of the report to be provided to **your broker** for agreement by Underwriters.

Failure to comply with this clause within the timescale specified will result in the immediate withdrawal of cover in respect of Subsidence, Landslip and Heave.

### 18. LAGGING CLAUSE

**We** will not be liable for loss of or damage to property as a result of burst or leaking water to exposed pipes and tanks, including those within the loft space and roof voids, unless they are suitably lagged to prevent freezing at the time of the loss or damage.

### 19. BLANK

### 20. UNOCCUPIED ENDORSEMENT

The insurance provided by this policy is restricted to the following perils described in Sections 1 (**buildings**) and 2 (**contents**):

- Fire, lightning, explosion or earthquake.
- Aircraft and other flying devices or items dropped from them

It is a condition of this policy that:

- The insured or his representatives visit the **premises** for internal and external inspection purposes at least once every 14 days, a record log of all such inspections to be kept including any defects that are revealed by such inspections, along with remedies taken to repair or protect the property, which must be done immediately.
- **Property** must be maintained in good condition and state of repair
- All loose material to be kept clear of the **property**
- An excess of £300 is applicable to each and every claim.

### 21. SUBSIDENCE, HEAVE OR LANDSLIP EXCLUSION CLAUSE

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two is not covered by this insurance.

### 22. BLANK

### 23. ELECTRICAL CERTIFICATE 5 YEAR CLAUSE

It is a condition of this insurance that the electrical installation must be inspected and tested at least once in every five years by a contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC), any departures found must be corrected in accordance with regulations of the Institute of Electrical Engineers. A certificate of compliance issued by the contractor is to be produced and a copy of which lodged with **your broker** after each inspection. If **you** fail to comply with clause, it may result in **your** claim not being paid and **your** policy void.

### 24. CCTV CHIMNEY INSPECTION 3 YEAR CLAUSE

It is a condition of this insurance that all chimneys which are deemed operational within **your** property must be inspected with a Closed Circuit Television (CCTV) at least once every three years by a contractor belonging to one of the following trade associations The Guild of Master Chimney Sweeps, The Association of Professional & Independent Chimney Sweeps or National Association of Chimney Sweeps and any defects found must be corrected immediately. A certificate issued by the contractor is to be produced and a copy of which lodged with **your broker** after each inspection. If you fail to comply with clause it may result in **your** claim not being paid and **your** policy void.

### 25. CCTV CHIMNEY INSPECTION 5 YEAR CLAUSE

It is a condition of this insurance that all chimneys which are deemed operational within **your** property must be inspected with a Closed Circuit Television (CCTV) at least once every five years by a contractor belonging to one of the following trade associations The Guild of Master Chimney Sweeps, The Association of Professional & Independent Chimney Sweeps or National Association of Chimney Sweeps and any defects found must be corrected immediately. A certificate issued by the contractor is to be produced and a copy of which lodged with **your broker** after each inspection.

Failure to comply with clause, may result in **your** claim not being paid and **your** policy void.

### 26. CENTRAL STATION ALARM CLAUSE

It is a condition of this insurance that the property is fitted with a Central Station Alarm including Smoke and Heat Detectors by an SSAIB or NSI approved contractor. The alarm and detectors must be kept in good working order throughout the **period of insurance** under a maintenance contract with an approved company.

### LAW APPLICABLE TO CONTRACT

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

### COMPLAINTS PROCEDURE

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker** who arranged this cover for **you**. Please quote **your** certificate and policy number in all correspondence so that **your** complaint may be dealt with speedily.

#### Heritage Insurance Agency

Highlands,  
Fordham Road,  
Mount Bures,  
Sudbury,  
Suffolk,  
CO8 5AZ

Telephone – 0870 9901700.

If **you** are unable to resolve the situation and wish to make a complaint **you** can do so at any time by referring matters to the:

#### Compliance Officer

Great Lakes Reinsurance (UK) PLC

Plantation Place,  
30, Fenchurch Street,  
London

EC3M 3AJ

Telephone – 020 3003 7000.

In the event of contacting **Great Lakes Reinsurance (UK) PLC** **you** are still dissatisfied then **you** may refer **your** case to:

#### Financial Ombudsman Service

South Quay Plaza,  
183, Marsh Wall,  
London

E14 9SR.

Telephone – 08000 234567.

This complaint procedure is without prejudice to your right to take legal proceedings.

In all communications the policy/certificate number appearing in line one of the **schedule** should be quoted.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462.

Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Authorised and Regulated by the Financial Services Authority (FSA No. 202715).

### COMPENSATION

**We** are covered by the Financial Services Compensation Scheme (FSCS).

Subject to the FSCS Rules you may be entitled to compensation from the scheme if **we** cannot meet our obligations. This depends on the type of business and circumstances of the claim.

General insurance products are generally covered for 90% of the claim with no upper limit. However, compulsory classes of insurance are covered for 100% of the claim. In each of these cases there is no limit to the amount of compensation payable. Further information about compensation scheme arrangements are available from FSCS.