



HOME INSURANCE FOR THATCHED PROPERTIES

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

When drawing up this policy, **we** have relied upon the information and statements which **you** have provided in the proposal form.

The insurance relates ONLY to those sections of the policy 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 policy on behalf of **Ageas Insurance Limited** 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 Conduct Authority. Reference Number is 303576. **You** can check this information on the Financial Services Register by visiting the FCA's website www.fca.org.uk/ or by contacting the FCA on 0800 111 6768.

Claims – Please review the claims conditions set out in this policy of insurance. If **you** believe that **you** have a claim under sections 1,2,3 and 5 of this Insurance, **you** should notify **our** claims centre:

Ageas Insurance Limited
Personal Insurance Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Telephone: 0870 241 2719

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.

(HIAV12/13)

Wherever the following words appear in this insurance they will have the meanings shown below in respect of sections 1,2,3 and 5

ACCIDENTAL DAMAGE	Unexpected and unintended damage caused by a single and one-off event resulting from a sudden and external means.
BODILY INJURY	Bodily injury includes death or disease.
BUILDINGS	<ul style="list-style-type: none">• The home and its decorations• fixtures and fittings attached to the home• permanently installed swimming pools, hot tubs, tennis courts, greenhouses, drives, paths, patios, terraces, walls, gates, fences and fixed fuel tanks you own or for which you are legally liable within the premises named in the schedule.
COST OF REBUILDING	The full cost of reconstruction of the buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs.
CONTENTS	<p>Household goods and personal possessions within the home, which are your property or which you are legally liable for.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• tenant's fixtures and fittings• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• property in the open but within the premises up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)• money and credit cards up to £300 in total• deeds and registered bonds and other personal documents up to £1,500 in total• stamps or coins forming part of a collection up to £1,250 in total• jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, pictures, works of art, objets d'art, guns, stamp and coin collections up to £5,000 or 20% of the sum insured for contents whichever is less, within the private dwelling• domestic oil in fixed fuel oil tanks up to £1,000 <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories• any living creature• any part of the buildings• any property held or used for business purposes (other than clerical)• any property insured under any other insurance.
CREDIT CARDS	credit cards , charge cards, debit cards, bankers cards and cash dispenser cards
ENDORSEMENT	A change in the terms and conditions of this insurance.
FURNISHED	A property furnished enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
HEAVE	Upward movement of the ground beneath the buildings as a result of the soil expanding.
HOME	The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
LANDSLIP	Downward movement of sloping ground.
MONEY	<ul style="list-style-type: none">• current legal tender, cheques, postal and money orders• postage stamps not forming part of a stamp collection• savings stamps and savings certificates, travellers' cheques• premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
OCCUPANT	A person or persons authorised by you to stay in the home overnight.
PERIOD OF INSURANCE	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
PERSONAL POSSESSIONS	<p>Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you</p> <p>Personal possessions does NOT include:</p> <ul style="list-style-type: none">• money and credit cards• pedal cycles• mobile phones

PREMISES	The address which is named in the schedule .
SANITARY WARE	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
SCHEDULE	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
SETTLEMENT	Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
SPECIFIED ITEMS	Items which have been individually identified to us and are shown in your policy schedule
STOVE	An enclosed woodburner or multi fuel stove used for the purpose (in all or in part) of heating or cooking.
SUBSIDENCE	Downward movement of the ground beneath the buildings other than by settlement .
UNITED KINGDOM	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
UNOCCUPIED	The property is left without an occupant for more than 30 consecutive days or is not furnished enough to be normally lived in.
VALUABLES	Jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, works of art, objets d'art, guns, stamp, coin and medal collections.
VERMIN	Badgers, foxes, squirrels, rodents and other wild animals and birds
WE / US / OUR	Ageas Insurance Limited
YOU / YOUR / INSURED	The person or persons named in the schedule and all members of their family who permanently live in the home .
YOUR BROKER	Heritage Insurance Agency.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

IMPORTANT PLEASE READ CAREFULLY

Your duties;

1. **You** must take 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
 - leave the **home** without an **occupant** for more 30 consecutive days
 - 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**
 - start any conversions, extensions, renovations or structural work to the **buildings**When **we** receive notice of the above **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance. Failure to notify **us** of the above will prejudice **you** in the event of a claim, which will result in **your** claim not being paid in part or in full.

THATCH CONDITIONS

Failure to comply with any of the thatch conditions listed below will prejudice you in the event of a claim, which will result in your claim not being paid in part or in full.

1. CHIMNEYS

- All chimneys must be kept in a good state of repair.
- All chimneys and flues to solid fuel stoves or woodburners must be professionally installed and lined. Evidence of such installations must be kept and will be requested in the event of a claim.
- Open fires must have their chimney and flues professionally cleaned along the entire length including the spark arrestor (if fitted) at least once a year. Evidence of all chimney sweeps must be kept and will be requested in the event of a claim.
- Solid fuel stoves or burners must have their chimney and flues professionally cleaned along the entire length including the spark arrestor (if fitted) at least twice a year. Evidence of all chimney sweeps must be kept and will be requested in the event of a claim. Recommended before winter use and again in February/March.

2. THATCHBURN

- All old thatch must be disposed of away from the **home**.

3. BONFIRES

- **You** must not allow any bonfires/incinerators within **your** control to be lit within 100 metres of the **home**.

4. BARBECUES

- Barbecues must be lit as far away as possible from **your** property.

5. NAKED FLAMES

- No naked flames or tools producing naked flames are to be used by **you** or anyone acting on **your** behalf within the attic or loft space at any time.

6. ELECTRICAL WIRING

- At the commencement of this insurance **you** must have a valid Electrical Inspection Certificate, which has been signed off by a member of the **NICEIC** (National Inspection Council for Electrical Installation Contracting).
- The electrical supply system must be inspected and tested by a member of the **NICEIC** at least once every 10 years.
- Any work specified on the inspection certificate must be completed within 60 days of the inspection.
- A copy of the electrical certificate must be lodged with **your broker** after each inspection.

7. FIRE PRECAUTIONS

- **You** must have at least a minimum of two fire extinguishers stored within the **home**, one fire blanket situated within the kitchen and one working smoke detector which is fitted and maintained in accordance with manufacturer's instructions.

8. ROOF INSPECTION

- The thatch roof must be inspected by a qualified Thatcher at least once every 10 years and any discrepancies found must be remedied immediately. Evidence of such inspections must be kept and will be requested in the event of a claim.

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 **us** as soon as possible giving full details of what has happened.
2. **You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
3. **You** must forward to **us** 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 following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property by **you** within 24 hours of the incident to obtain a crime reference number.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take care to limit any loss, damage or injury.
7. **You** must provide **us** with evidence of value or age (or both) for all items involved in a claim. It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.
8. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
9. **We** or **our** representative will be entitled to enter **your** property or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.

Contact details for all claims:

Ageas Insurance Limited
Personal Insurance Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Telephone: 0870 241 2719

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.
We may also 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

What is not insured by this policy;

1. **We** will not pay for loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; This exclusion does not apply to Accidents to Domestic Staff section 2(S)
War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This exclusion does not apply to Accidents to Domestic Staff section 2(S);
Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Staff section 2(S).
For the purposes of this exclusion an act of Terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group 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 including the intention to influence any government and/or to put the public or any section of the public in fear.
2. **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**
3. **We** will not pay for
 - a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - i) a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
 - ii) computer viruses.
 - b) Legal expenses or legal benefits or liability arising from (i) above.

EXCEPT

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 **Buildings** and 1 to 10 inclusive under section 2 **Contents** of this policy.

4. A person who is not 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.
5. **We** will not pay for loss or destruction of, or damage to, any property, or death of or **bodily injury** to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
6. **We** will not pay for any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause
7. **We** will not pay for any reduction in value of the property insured following repair or replacement paid under this insurance.
8. **We** will not pay for any 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 £100 of every claim
- a) the first £100 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, hot tubs, tennis courts, drives, paths, patios, terraces, gates and fences
- c) the first £100 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 £250 of every claim
- d) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- e) for loss or damage caused by any person lawfully on the **premises**
- f) for loss or damage caused by the failure or lack of grout and/or sealant
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the first £100 of every claim
- c) for loss or damage caused by faulty workmanship
- d) for loss or damage while the **buildings** are **unoccupied** or 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 £100 of every claim
- a) the first £100 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 £100 of every claim
- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, paths, patios, 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 or river 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 £100 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 £100 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 contractually 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 £100 of every claim
- a)** for damage due to wear and tear or any gradually operating cause
- b)** the first £100 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
- c)** any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- a)** more than £750 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £750 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, hot tubs, tennis courts, drives, paths, patios, 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 or betterment 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 index linked at each renewal of **your** policy in line with the The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum 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 £100 of every claim
- a) the first £100 of every claim
- a) for **property** in the open
- b) the first £100 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 £250 of every claim
- c) for loss or damage to the **buildings** caused by wet or dry rot
- d) for loss or damage caused by the failure or lack of grout and/or sealant
- 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 £100 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 £100 of every claim
- a) the first £100 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 £100 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 or river 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 £100 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: 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 or self storage unit
 - in any bank or safe deposit
- D) up to twelve months rent you** contractually 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 £100 of every claim
- a)** for loss or damage whilst the **home** is lent, let or sublet
- b)** for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- c)** the first £100 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 £100 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 £100 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 **your** 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 £100 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 £100 of every claim
 - a) any amount over £500 in total
 - b) the first £100 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	WHAT IS NOT COVERED
<p>This extension covers</p> <p>Accidental damage to the contents within the home</p>	<p>We will not pay</p> <ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under section twob) for damage to contents within garages and outbuildingsc) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upond) for damage caused by chewing, tearing, scratching or fouling by animalse) any amount over £1,000 in total for porcelain, china, glass and other brittle articles unless specified in the schedulef) for money, credit cards, documents or stampsg) for damage to contact, corneal or micro corneal lensesh) for damage while the home is lent, let or subleti) 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 causej) for damage arising out of faulty design, specification, workmanship or materialsk) for damage from mechanical or electrical faults or breakdownl) for damage caused by dryness, dampness, extremes of temperature and exposure to lightm) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contaminationn) for the first £100 of every claimo) for loss or damage arising from demolition, structural alteration or structural repair of the buildings

Settling claims

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

HOW WE DEAL WITH YOUR CLAIM

- 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.
- 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

- 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.
- 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 at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum 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 within **United Kingdom**, Europe and up to 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

- a) for damage caused by moth, **vermin**, dry or wet rot, wear and tear or any gradually operating cause
 - b) for damage from electrical or mechanical faults or breakdown
 - c) any amount over £1,000 for any one item including articles forming part of a pair or set unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
 - d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
 - e) for damage to guns caused by rusting or bursting of barrels
 - f) for breakage of any sports equipment whilst in use
 - g) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids or dental appliances
 - h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
 - i) the first £100 of every claim in respect of unspecified items
 - j) Computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
 - k) 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**
 - l) 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
-
- a) to make up any shortages due to error or omission
 - b) for loss of value
 - c) the first £100 of every claim
 - d) more than the amount shown in the **schedule**
-
- a) for loss or damage to:
 - tyres,
 - lamps,
 - accessories,unless the cycle is stolen or damaged at the same time
 - b) for loss or damage due to wear and tear or any gradually operating cause
 - c) for damage from mechanical or electrical faults or breakdown
 - d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
 - e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
 - f) more than £500 per cycle unless specified in the **schedule**
-
- a) the first £100 of every claim
 - b) for loss or damage due to wear and tear or any gradually operating cause
 - c) for damage from mechanical or electrical faults or breakdown
 - d) any amount over £100 unless specified in the **schedule**
 - e) if the **mobile phone** and sim card are not registered to **you**.
 - f) any loss if the mobile phone was not purchased within 3 years of the date of the loss/claim

Settling claims

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

HOW WE DEAL WITH YOUR CLAIM

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. 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 at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum 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 – PERSONAL LEGAL EXPENSES – MAIN RESIDENCE

FAMILY LEGAL EXPENSES INSURANCE

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

If You make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

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

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

DEFINITIONS

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Reasonable legal or accountancy fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
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.
Conflict of Interest	There is a Conflict of Interest if We 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.
Identity Theft	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
H M Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.
Insurance Providers	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
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. In a claim arising from Identity Theft the Insured Incident is a single act or the start of a series of single acts against You by one person or group of people. In a claim arising from an H M Revenue and Customs Full Enquiry , the Insured Incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.
Insured Period	One year from the inception or renewal date shown on Your insurance schedule.
Legal Action(s)	<ul style="list-style-type: none">• The pursuit or defence of civil legal cases for damages or injunctions, or• The defence of motor prosecutions.
Limit of Indemnity	The maximum payable in respect of an Insured Incident is -stated below: Tax: £25,000 All other sections: £50,000
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.
Territorial Limits	Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurance Providers .
You / Your	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to Your family members normally resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.
Vehicle	Any motor Vehicle or motorcycle owned by You .

SECTION 4 – COVER

What is insured

PURSUIT

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

PERSONAL INJURY

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

EMPLOYMENT DISPUTES

Advisers' Costs to 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 of **Your** contract of employment.

PROPERTY INFRINGEMENT

Advisers' 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.. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

MOTOR PROSECUTION DEFENCE

Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a **Vehicle**. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **Us**.

CONSUMER DEFENCE

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

TAX

Advisers' Costs incurred by an Accountant if **You** are subject to an **H M 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 the H M Revenue and Customs reasonably requires

What is not insured

Claims

- Where the amount in dispute is less than £125 plus VAT
- Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Claims

- Arising from medical or clinical treatment, advice, assistance or care
- Arising from stress, psychological or emotional injury
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event

Claims

- Where the breach of contract occurred within the first 60 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- 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)
- For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your** contract of employment or the costs associated with any compromise agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay

Claims

In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Claims

- Following an allegation of intentional violence or dishonesty
- 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 drink or non prescribed drugs
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences which **You** do not get penalty points on **Your** licence for

Claims

Where the amount in dispute is less than £125 plus VAT
Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Claims

- Where deliberate misstatements or omissions have been made to the authorities
 - Where the Special Compliance Officer is investigating **Your** affairs
 - For accountancy fees which relate to **Your** business trade or profession
 - In respect of income or gains which have been under-declared because of false representations or statements by **You**
 - For **Advisers' Costs** for any amendment after the tax return has initially been submitted to the H M Revenue and Customs
 - For **Advisers' Costs** arising after **You** receive a notice telling **You** that the enquiry has been completed
- For enquiries into aspects of **Your** Tax Return (Aspect Enquiries).

SECTION 4 – COVER

PERSONAL IDENTITY THEFT

Advisers' Costs in a **Legal Action** in respect of **Insured Incidents** arising from **Identity Theft**:-

- 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 Theft**
- In order to liaise with credit referencing agencies and all other relevant organisation on **Your** behalf to advise that **You** have been the victim of **Identity Theft**
- To defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Theft**

Claims

- Where **You** have not been the victim of **Identity Theft**
- Where the **Insured Incident** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began
- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
- Where the claim is false or fraudulent
- Where **You** did not take reasonable precautions against **Identity Theft** or take action to protect yourself from **Identity Theft**
- Where the **Identity Theft** has been carried out by somebody living with **You**
- For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
- For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Theft**

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

TELEPHONE HELPLINES

LEGAL HELPLINE

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household. Simply telephone **0844 770 1040** and quote **Heritage – Family Legal Expenses**".

DEBT & STRESS COUNSELLING HELPLINE

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 Counselling Helpline on **0844 770 1036**

DOMESTIC HELPLINE

Use the 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 deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem yourself.

Simply telephone **0844 770 1041** and quote "**Arc Domestic Helpline**".

ARC LEGAL DOCUMENT SERVICE

As an addition to **Your** legal expenses cover **You** have access to Law Assistance, an online legal document service.

This will provide **You** with:

- Access to a range of free legal documents including wills
- A step by step walkthrough to assist **You** in completing the documents
- Access to a variety of additional family law documents which **You** can try for free before purchasing

The service can be accessed by visiting www.lawassistance.co.uk/la/arc where **You** can register **Your** details using the voucher code available from **Your** insurance advisor

SECTION 4 – GENERAL EXCLUSIONS

1. There is no cover where:-

- The **Insured Incident** began to start or had started before **You** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- A reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim
- Something **You** do or fail to do prejudices **Your** position or the position of the **Insurance Providers** in connection with the **Legal Action**
- **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
- Where **You** have other legal expenses insurance cover

2. There is no cover for: -

- **Advisers' Costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice
- **Advisers' Costs** arising from any private prosecution
- Damages, interest, fines or costs awarded against **You** in a criminal court
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **Your** insurance advisor, the **Insurance Providers**, the **Adviser** or **Us**
- Any claim **You** make which is false or fraudulent
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- Appeals without the prior written consent of **Us**
- The costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising
- Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence
- **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims
- For disputes in relation to the sale, purchase or adverse possession of the **Your** main home

3. There is no cover for any claim directly or indirectly 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 **Your** requirements
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **You** and someone **You** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **You** or **Your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
 - An application for a judicial review
 - Defending or pursuing new areas of law or test cases
 - A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
 - Professional negligence in relation to services provided in connection with a matter not covered under this insurance
 - Subsidence land heave land slip mining or quarrying
 - A tax or levy relating to **You** owning or living in **Your** home
 - A manufacturer's warranty or guarantee
 - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation

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 – CONDITIONS

CONDITIONS

1. CANCELLATION

You may cancel this insurance at any time by writing to **Your** insurance advisor providing fourteen days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim against the insurance. We may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

2. CLAIMS

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Theft**, these must be reported within 45 days of **You** becoming aware of the incident. **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued 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:-
- i.) Represent **You** in accordance with **Our** standard conditions of appointment.
 - ii.) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.
 - iii.) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
- d) 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 there shall be no further cover for **Advisers' Costs** 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.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) **Insurance Providers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- i) **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.

3. DISPUTES

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. REASONABLE PROSPECTS

At any time **We** may form the view that **You** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **We** may decline support or any further support. In forming this view **We** may consider:-

- a) The amount of money at stake.
- b) Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.
- d) Whether **Your** interests could be better achieved in another way.

5. ENGLISH LAW

This contract is governed by English Law.

6. LANGUAGE

The language for contractual terms and communication will be English.

SECTION 4 – CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

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

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 helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

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

Data Protection Act

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

Customer Service

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

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

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

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

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** FCA 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 FCA's register by visiting the website www.fca.gov.uk/register <<http://www.fca.gov.uk/register>> or by contacting the FCA on 0800 111 6768

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA 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 Branch No: FC008998

SECTION 4 – LANDLORDS PERSONAL LEGAL EXPENSES

FAMILY LEGAL EXPENSES INSURANCE

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

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use a legal representative of Your own choice You will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

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

c) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**

and

d) The **Legal Action** takes place in the **Territorial Limits**.

DEFINITIONS

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Reasonable legal or accountancy fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
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.
Conflict of Interest	There is a Conflict of Interest if We 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.
Identity Theft	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
H M Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.
Insured Property	The property insured under the underlying policy to which this insurance attaches.
Insurance Providers	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Insured Incident	<p>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.</p> <p>In a claim arising from Identity Theft the Insured Incident is a single act or the start of a series of single acts against You by one person or group of people.</p> <p>In a claim arising from an H M Revenue and Customs Full Enquiry, the Insured Incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.</p>
Insured Period	One year from the inception or renewal date shown on Your insurance schedule.
Legal Action(s)	<ul style="list-style-type: none">• The pursuit or defence of civil legal cases for damages or injunctions, or• The defence of motor and criminal prosecutions.
Limit of Indemnity	<p>The maximum payable in respect of an Insured Incident is -stated below:</p> <p>Tax, Tenancy Eviction and Criminal Prosecution Defence: £25,000</p> <p>All other sections: £50,000</p>
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.
Territorial Limits	Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurance Providers .
You / Your	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance advisor and is resident at the Insured Property to which this cover attaches. Cover also applies to Your family members normally resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.
Vehicle	Any motor Vehicle or motorcycle owned by You .

SECTION 4 – COVER

What is insured

CONSUMER PURSUIT

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

PERSONAL INJURY

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

EMPLOYMENT DISPUTES

Advisers' Costs to 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 of **Your** contract of employment.

PROPERTY INFRINGEMENT

Advisers' Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

MOTOR PROSECUTION DEFENCE

Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a **Vehicle**. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **Us**.

CONSUMER DEFENCE

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

TAX

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

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

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

What is not insured

Claims

- Where the amount in dispute is less than £125 plus VAT
- Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Claims

- Arising from medical or clinical treatment, advice, assistance or care
- Arising from stress, psychological or emotional injury
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event

Claims

- Where the breach of contract occurred within the first 60 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- 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)
- For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your** contract of employment or the costs associated with any compromise agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay

Claims

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Claims

- Following an allegation of intentional violence or dishonesty
- 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 drink or non prescribed drugs
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences which **You** do not get penalty points on **Your** licence for

Claims

- Where the amount in dispute is less than £125 plus VAT
- Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Claims

- Where deliberate misstatements or omissions have been made to the authorities
 - Where the Special Compliance Officer is investigating **Your** affairs
- For accountancy fees which relate to **Your** business trade or profession
- In respect of income or gains which have been under-declared because of false representations or statements by **You**
- For **Advisers' Costs** for any amendment after the tax return has initially been submitted to the H M Revenue and Customs
- For **Advisers' Costs** arising after **You** receive a notice telling **You** that the enquiry has been completed
 - For enquiries into aspects of **Your** Tax Return (Aspect Enquiries).

SECTION 4 – COVER

What is insured

PERSONAL IDENTITY THEFT

Advisers' Costs in a **Legal Action** in respect of **Insured Incidents** arising from **Identity Theft**:-

- 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 Theft**
- In order to liaise with credit referencing agencies and all other relevant organisation on **Your** behalf to advise that **You** have been the victim of **Identity Theft**
- To defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Theft**

TENANCY EVICTION

Advisers' Costs to pursue eviction proceedings against a tenant to recover possession of the **Insured Property** where the tenant fails to perform his obligations set out in the tenancy agreement relating to the rightful occupation of the property under an Assured Shorthold Tenancy Agreement.

CRIMINAL PROSECUTION

Advisers' Costs to defend Criminal Prosecutions brought against **You** in relation to the **Insured Property** under:

- i.) The Gas Safety (Installation and Use) Regulations 1994
- ii.) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii.) The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the Territorial Limits.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not insured

Claims

- Where **You** have not been the victim of **Identity Theft**
- Where the **Insured Incident** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began
- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
- Where the claim is false or fraudulent
- Where **You** did not take reasonable precautions against **Identity Theft** or take action to protect yourself from **Identity Theft**
- Where the **Identity Theft** has been carried out by somebody living with **You**
- For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
- For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Theft**

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

Claims

- Arising from or connected to **Your** performance or **Your** obligations under the tenancy agreement or where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable
- Where **You** are in breach of any rules, regulations or Acts of parliament relating to the deposit
- Where the amount in dispute is less than £250 including VAT
- Where the **Insured Incident** began to occur within the first 90 days of the **Insured Period**.

Claims

- Arising from any activities other than those directly and solely arising from **Your** ownership of the **Insured Property**
- Arising from **Your** actual dishonest, violent, fraudulent or malicious conduct including the actions of any person employed or subcontracted by **You** or acting under **Your** instruction
- Arising from **Your** common partnership, trust or committee unless this relates directly and solely to **Your** ownership of the **Insured Property**
- Arising from seepage, pollution or contamination of any kind
- For manslaughter
- Arising from Health & Safety at Work etc. Act 1974 breaches resulting in prosecution

TELEPHONE HELPLINES

LEGAL HELPLINE

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household. Simply telephone **0844 770 1040** and quote **Heritage – Family Legal Expenses**".

DEBT & STRESS COUNSELLING HELPLINE

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 Counselling Helpline on **0844 770 1036**

DOMESTIC HELPLINE

Use the 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 deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem yourself.

Simply telephone **0844 770 1041** and quote "**Arc Domestic Helpline**".

ARC LEGAL DOCUMENT SERVICE

As an addition to **Your** legal expenses cover **You** have access to Law Assistance, an online legal document service.

This will provide **You** with:

- Access to a range of free legal documents including wills
- A step by step walkthrough to assist **You** in completing the documents
- Access to a variety of additional family law documents which **You** can try for free before purchasing

The service can be accessed by visiting www.lawassistance.co.uk/la/arc where **You** can register **Your** details using the voucher code available from **Your** insurance advisor

SECTION 4 – GENERAL EXCLUSIONS

1. There is no cover where:-

- The **Insured Incident** began to start or had started before **You** bought this insurance
- You should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- A reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- You fail to give full information or facts to Us or to the **Adviser** on a matter material to **Your** claim
- Something **You** do or fail to do prejudices **Your** position or the position of the **Insurance Providers** in connection with the **Legal Action**
- **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
- Where **You** have other legal expenses insurance cover

3. There is no cover for: -

- **Advisers' Costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your own** choice
- **Advisers' Costs** arising from any private prosecution
- Damages, interest, fines or costs awarded against **You** in a criminal court
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **Your** insurance advisor, the **Insurance Providers**, the **Adviser** or **Us**
- Any claim **You** make which is false or fraudulent
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- Appeals without the prior written consent of **Us**
- The costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising
- Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence
- **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims
- For disputes in relation to the sale, purchase or adverse possession of the Insured Property.

3. There is no cover for any claim directly or indirectly 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 **Your** requirements
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **You** and someone **You** live with or have lived with
- A lease or licence to use property or land other than under the 'Tenancy Eviction' section of cover
- A venture for gain by **You** or **Your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
 - An application for a judicial review
 - Defending or pursuing new areas of law or test cases
 - A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
 - Professional negligence in relation to services provided in connection with a matter not covered under this insurance
 - Subsidence land heave land slip mining or quarrying
 - A tax or levy relating to **You** owning or living in the **Insured Property**
 - A manufacturer's warranty or guarantee
 - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation

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.

CONDITIONS

4. CANCELLATION

You may cancel this insurance at any time by writing to Your insurance advisor providing fourteen days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a valid claim against the insurance. We may cancel the insurance by giving fourteen days notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.

5. CLAIMS

- j) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Theft**, these must be reported within 45 days of **You** becoming aware of the incident. **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- k) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- l) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued 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:-
 - iv.) Represent **You** in accordance with **Our** standard conditions of appointment.
 - v.) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.
 - vi.) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
- m) 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.
 - vi.) Keep **Us** advised of **Advisers' Costs** incurred.
 - vii.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - viii.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - ix.) Attempt recovery of costs from third parties.
- n) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- o) **Insurance Providers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- p) **You** shall supply all information requested by the **Adviser** and **Us**.
- q) **You** are responsible for any **Advisers' Costs** if You withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- r) **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.

6. DISPUTES

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. REASONABLE PROSPECTS

At any time **We** may form the view that **You** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **We** may decline support or any further support. In forming this view **We** may consider:-

- e) The amount of money at stake.
- f) Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- g) The prospects of being able to enforce a judgment.
- h) Whether **Your** interests could be better achieved in another way.

7. ENGLISH LAW

This contract is governed by English Law.

8. LANGUAGE

The language for contractual terms and communication will be English.

SECTION 4 – CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

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

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 helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer

You assistance under a private funding arrangement.

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

Data Protection Act

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

Customer Service

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

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

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

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

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** FCA 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 FCA's register by visiting the website www.fca.gov.uk/register <<http://www.fca.gov.uk/register>> or by contacting the FCA on 0800 111 6768

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA 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 Branch No: FC008998

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:
- i) any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **premises** and
 - pedestrian controlled gardening equipment used elsewhere
 - ii) any power-operated lift
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) 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.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Part B</p> <p>We will pay for</p> <p>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:</p> <ul style="list-style-type: none">• 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	<p>We will not indemnify you</p> <p>for any amount in excess of £100,000</p>
<p>Part C</p> <p>We will indemnify you for</p> <p>any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<p>We will not indemnify you</p> <ul style="list-style-type: none">• for any liability if you are entitled to indemnity under any other insurance• for the cost of repairing any fault or alleged fault
<p>LIMIT OF INSURANCE</p> <p>We will not pay</p> <ul style="list-style-type: none">• 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.	

ENDORSEMENTS

The Endorsements shown below only apply to your policy if the endorsement number is specified in your policy schedule and they are subject to the terms, conditions and limitations of this policy.

1. SECOND HOME, HOLIDAY HOME AND LET PROPERTY CLAUSE

Whenever the **home** is left without an **occupant**;

The **home** must be inspected internally and externally by a duly authorised person at least once every 7 days.

We will not pay for loss or damage caused by;

a) theft or attempted theft of **valuables**.

b) escape of water from and frost damage to fixed water tanks, apparatus or pipes, irrespective of the initial or proximate cause shall only apply provided the water be turned off at the mains when the **insured** or any other person legally entitled to do so is not residing at the **home** named in the **schedule** during the period 1st November to 1st April inclusive.

For the purpose of this **endorsement** residing is defined as when the insured or any other person legally entitled to do so is sleeping overnight or present at the **home**.

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 to the **home**.

3. BUSINESS-USE EXTENSION CLAUSE

Section five Legal Liability to the Public, Part 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 or fully rethatched.

5. RENOVATION CONDITION CLAUSE

This insurance does not cover loss or damage caused by blow lamps or naked flame appliances used whilst the **home** is undergoing renovation and/or refurbishment.

6. MINIMUM SECURITY CLAUSE

It is condition of this insurance that the **home** is noted with the following minimum protections which are fitted and operational at all times.

External doors: Mortice Deadlocks or Multi-point locking system

Patio Sliding Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections

Windows: Key operated security locks to all ground floor and other accessible windows

7. PRE-EXISTING CONDITION CLAUSE

This insurance does not cover any loss, damage or liability arising directly or indirectly from any condition that existed prior to the original inception of this insurance.

8. ELECTRICAL INSPECTION CONDITION

This insurance does not cover loss, damage or liability for claims arising directly or indirectly due to any defect in the electrical installation until the electrical supply system has been inspected and tested. Any work specified on the inspection certificate must be completed immediately and a copy of the electrical certificate must be provided to **your broker**.

9. VALUATION CLAUSE

All **specified items** covered under section three **Valuables** and **Personal Possessions** for which proof of ownership and valuations have not been produced, the values stated in the **schedule** shall not be deemed to be the true value for the items in question.

In the event of loss or damage to the items it shall be for the **insured** to prove their ownership and value of all **specified items** at the time of the loss.

10. FLOOD EXCLUSION CLAUSE

This insurance does 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 **buildings** and two **contents**.

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 loss or damage as a result of forcible and violent entry, when the **premises** are left unattended 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, or to contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

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 flat roof sections must be inspected at least once every five years by a qualified independent building/roofing contractor and a certificate issued confirming the roof section is in a sound and weatherproof condition. In the event of a claim **we** will require evidence of inspections.

16. STOVE ENDORSEMENT

This insurance will not pay for any loss, damage or liability arising in connection with any **stove** where **you** have confirmed;

- **you** do not have a **stove**
- **you** have a **stove** which **you** notified as dormant or unused.

You must immediately notify **your broker** if **you** acquire any **stove** or if there is any change in the use during the **period of insurance**.

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

ENDORSEMENTS

17. TREE HEIGHT CLAUSE

All trees **you** have declared to **us** must be maintained at the existing height or less throughout the **period of insurance**.

Failure to comply with this clause may result in a claim in respect of the perils of **Subsidence, Heave or Landslip** not being paid, with cover in respect of **Subsidence, Heave or Landslip** being withdrawn.

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. OIL STORAGE CLAUSE

It is a condition of this insurance that any oil 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

20. UNOCCUPIED ENDORSEMENT

The insurance provided by this policy is restricted to the following perils described in Sections one (**buildings**) and two (**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
- No open fires, woodburners or multi-fuel **stoves** to be used at any time
- An excess of £300 is applicable to each and every claim.

If **you** fail to comply with clause, it may result in **your** claim not being paid and **your** policy void

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. 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**.

23. ELECTRICAL CERTIFICATE 5 YEAR CLAUSE

This below clause replaces the Electrical Wiring Condition found under the General Thatch Conditions of the policy wording.

- At the commencement of this insurance **you** must have a valid Electrical Inspection Certificate, which has been signed off by a member of the **NICEIC** (National Inspection Council for Electrical Installation Contracting).
- The electrical supply system must be inspected and tested by a member of the **NICEIC** at least once every 5 years.
- Any work specified on the inspection certificate must be completed within 60 days of the inspection.
- A copy of the electrical certificate must be 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
- National Association of Chimney Sweeps

Any defects found must be corrected immediately and the 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
- National Association of Chimney Sweeps

Any defects found must be corrected immediately and the 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.

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.

If **you** fail to comply with clause it may result in **your** claim not being paid and **your** policy void.

NOTICE TO THE INSURED

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.

CUSTOMER-CARE POLICY

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us **your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about claims, contact:

Ageas Insurance Limited

1 Port Way

Port Solent

Portsmouth

Hampshire

PO6 4TY.

Phone: 0844 748 0117

E-mail: claims.director@ageas.co.uk

For complaints about policy administration and documents, contact:

Heritage Insurance Agency

Highlands

Fordham Road

Mount Bures

Sudbury

Suffolk

CO8 5AZ.

Phone: 01787 229200

We promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 28 days. If this is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact **you** again.

FINANCIAL OMBUDSMAN SERVICE

If **you** are not happy with **our** decision, **you** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR.

Phone (from a land line): 0800 023 4567

(from a mobile): 0300 123 9123

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**

The Ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from us or the Ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

FINANCIAL CONDUCT AUTHORITY

Ageas Insurance Limited is authorised and regulated by the Financial Conduct Authority. **You** can check their website (www.fca.org.uk), which includes a register of all the firms they regulate.

Or **you** can phone them on **0800 111 6768**.

FINANCIAL SERVICES COMPENSATION SCHEME

We, Ageas Insurance Limited, 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** or by phone on **0800 678 1100**.

Ageas Insurance Limited Registered Number 354568. Registered in England and Wales. Registered Office Address:

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority