

Contents

- Welcome 1
- Important information about your policy 2
- Things we need to tell you about 3
- Definitions 5
- Our Service Commitment to you 7
- Cancelling this policy 8
- Claims procedure..... 9
- Claims terms and conditions 11
- General conditions 12
- General Exclusions..... 14
- Section one - buildings 17
- Section two - contents..... 23
- Section three – accidents to domestic staff 28
- Section four – legal liability to the public 29
- Section five – valuable and personal possessions 32
- Section six – domestic freezer cover 34
- Section seven – pedal cycle cover 34
- Section eight – money and bank card cover..... 35
- Section nine – personal legal expenses – main residence..... 36
- Section ten – landlords personal legal expenses..... 48

Welcome

Thank **you** for choosing Cherished Insurance to protect **your** property.

We want to help you understand **your** Home Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents in a safe place.

That policy is not complete without a policy schedule. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Home Insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on your schedule;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

Important information about your policy

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

The Insurers or Service Providers

Statutory Disclosure Notice

This insurance is underwritten by the following insurer:

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Fairmead Insurance Limited

Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance Group.

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract. For this type of policy the scheme covers at least 90% of any claim with no upper limit.

Further information about this scheme is available from:

Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY

Tel: 0800 678 1100 or 020 7741 4100

www.fscs.org.uk

Things we need to tell you about

Our Agreement with you

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

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information

we will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Things we need to tell you about

Data Privacy Notice

Heritage Insurance Agency is the trading name of Heritage Insurance Agency Limited. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. [This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies].

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see: -

<https://www.heritageinsuranceagency.co.uk/privacypolicy>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Definitions

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

Accidental Damage	Physical damage caused suddenly and unexpectedly by an outside force.
Bank cards	credit cards , charge cards, debit cards, bankers cards and cash dispenser cards.
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, fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own or for which you are legally liable within the premises named in the schedule.
Contents	Household goods and personal property, within the home , which are your property or which you are legally liable for. Contents includes: <ul style="list-style-type: none">• tenant's fixtures and fittings• carpets• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• contents outside the home but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)• money and bank 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• gold, silver, gold and silver plated articles, jewellery and furs up to £2,500 or 10% of the sum insured for contents whichever is less, within the private dwelling• domestic oil in fixed fuel oil tanks up to £1,000
Contents	does NOT include: <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• any property insured under any other insurance.
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount payable by you in the event of a claim as stated in the Certificate of Insurance.
Family	Any family(including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. Family does not include lodgers or tenants.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground..
Home	The private dwelling of standard construction 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 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	Clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to you Personal possessions does NOT include: <ul style="list-style-type: none"> • money and bank cards • pedal cycles.
Portable Computers	Any electronic equipment designed to be portable
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	This is part of the insurance and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of the ground being compressed by the weight of the building.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
United Kingdom	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	<ul style="list-style-type: none"> • jewellery • furs • gold, silver, gold and silver plated articles • pictures
We / us / our	Fairmead 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	The insurance broker who placed this insurance on your behalf

Our Service Commitment to you

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries

Heritage Insurance Agency The Office
Highlands, Fordham Road Mount Bures, Sudbury, Suffolk CO8 5AZ
Tel: 01787 229200
Email: Info@Heritageinsuranceagency.co.uk

Claims Enquiries

The Claims Team Davies Group PO BOX 1291
Preston PR2 0QJ
Tel: 0330 102 6062
Email: prestonclaims@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact: Complaints Officer

55 Blythswood Street Glasgow
G2 7AT
Tel: 0141 2853539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at: <http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service Exchange Tower
London E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs) Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <http://ec.europa.eu/odr>

Cancelling this policy

Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance, whichever is the latter

Providing no claim has been made **we** will refund **your** premium in full.

Outside of the Cooling-off Period

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your Broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our right to cancel this Policy

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- failure to provide us with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use of foul or offensive language;
- nuisance or disruptive behaviour
- non-payment of premium;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;
- **we** establish that **you** have provided **us** with incorrect information;
- failure to take care of the property insured;
- **you** breach any terms and conditions of **your** policy.

Please also see the Fraud and the Change in Circumstances conditions in the General Conditions section of this policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information.

Claims procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

New Claims

The Affinity Claims Team PO BOX 1291

Preston PR2 0QJ

Tel: 03301 026796

Email: prestonnewclaims@directgroup.co.uk

(Please note claims are administered on our behalf by Direct Group)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your** home and mobile telephone numbers
- policy/Certificate number
- the date of the incident
- police details / Crime Reference number where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- they will make **your home** safe for **you**,
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work

For **contents** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Claims procedure (continued)

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

Claims terms and conditions

Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **you** must notify **your broker** as soon as possible giving full details of what has happened
- **you** must provide **us** with details of what has happened within 30 days of discovering the loss or damage
- if **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- if **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot
- for all other claims **you** must notify **us** as soon as possible, giving full details of what has happened
- if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered
- **you** must not admit liability, or offer or agree to settle any claim without our written permission
- **you** must take care to limit any loss, damage or liability

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- dates and location of when/where damaged items were purchased; and/or
- for damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

We will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

General conditions

Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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

You must ensure that all protections for the security of the **home** and **contents**:

- Are maintained in good working order;
- Are in full and effective operation with the keys removed whenever you are absent from the premises; and
- Are not withdrawn or varied without **our** prior consent

You must ensure that the **buildings** are maintained in a good state of repair and not neglected.

You must inspect the **buildings** internally at least every 60 days with records kept of each visit.

Where **your** home is used for short term holiday lets the following conditions apply to this insurance:

- I. **You** must comply with all regulations/statutory conditions regarding the letting of the premises including, but not limited to:-
 - a) The number of persons legally allowed to reside at the premises
 - b) Compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - c) Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the premises
- II. All gas appliances fitted at the premises must be serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety Record (also known as a CP12 certificate) must be in place at all times when the premises are let to **tenant(s)** and records kept for a minimum of 2 years. **We** will request sight of these if you wish to make a claim

Take Care

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

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- I. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

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

- II. **Contents** should be insured for the full cost of replacement as new.

General conditions (continued)

Changes in Circumstances

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- the home becomes unoccupied or unfurnished;
- the **home** becomes **your** permanent residence;
- work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- **you** receive a conviction for any offence except for driving;
- any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- any part of **your home** is going to be used for any trade, professional or business purposes:
 - I. There is no need to tell **us** about trade, professional or business use if:
 - II. the trade, professional or business use is only clerical; and
 - III. there are no staff employed to work from the **home**; and
 - IV. there are no visitors to the **home** in connection with the trade, profession or business; and
 - V. there is no business money or stock in the **home**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

General Exclusions

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by 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 thereof.

2. War Exclusion

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

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When 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 **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

7. Terrorism Exclusion

If **your home** is let to **tenant(s)** then **we** will not pay for loss or damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

And

- b) in Northern Ireland civil commotion

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the **United Kingdom** or any other government de jure or de facto.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- I. influence any government or any international governmental organisation or
- II. put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured.

If **your home** is used by **you** and **your family** **we** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14 Rot

We will not pay for any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

15 Sonic bangs

We will not pay for Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

16 Breakdown

We will not pay for any loss or damage by mechanical, electrical or electronic breakdown.

Section one - buildings

What is covered:

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

1. fire, lightning, explosion or earthquake
2. aircraft or other flying devices or items dropped from them
3.
 - I. storm,
 - II. flood,
 - III. weight of snow
4.
 - I. escape of water from fixed water tanks, apparatus or pipes
 - II. 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

What is not covered:

We will not pay

- the first £100 of every claim
- 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, patios and terraces, gates and fences
 - c) damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
 - d) 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, swimming pools and hot tubs
 - c) the first £250 of every claim
 - d) for loss or damage caused by failure of or lack of sealant and/or grout.
 - e) for loss or damage while the home is without sufficient furniture for day to day living purposes
 - a) the first £100 of every claim
 - b) for loss or damage caused by faulty workmanship
 - c) for loss or damage while the **home** is without sufficient furniture for day to day living purposes
 - a) for loss or damage while the **home** is without sufficient furniture for day to day living purposes
 - b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows a violent and forcible entry
 - c) the first £100 of every claim
- the first £100 of every claim
- a) for loss or damage while the **home** is without sufficient furniture for day to day living purposes
 - b) the first £100 of every claim
 - a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and

- terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
 - b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
 - c) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship
 - 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 bank erosion
 - g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
 - h) for loss or damage caused by normal **settlement** and/or any general deterioration of the building
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
 - b) the first £100 of every claim
11. falling trees, telegraph poles or lamp-posts
- 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

What is covered:

This section of the insurance also covers

- A. the cost of repairing accidental damage to
- fixed glass and double glazing (including the cost of replacing frames)
 - solar panels
 - sanitary ware
 - ceramic hobs
- all forming part of the **buildings**
- B. the cost of repairing accidental damage to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables
- which **you** are legally liable for
- C.
- loss of rent due to you which you are unable to recover
 - 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. Damage to the **buildings** caused by forced access to deal with medical emergency or to prevent damage to the home.
- F. 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

What is not covered:

We will not pay

- a) for loss or damage while the **home** is without sufficient furniture for day to day living purposes
- b) the first £250 of every claim

the first £250 of every claim

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

More than £1,000 in any **period of insurance**. If **you** claim for such loss under Section One and Section Two, **we** will not pay more than £1,000 in total.

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

- G. anyone buying the **home** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner
- H. the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the **buildings** which is covered under section one

If the **buildings** are insured under any other insurance

More than £2,500 in any **period of insurance**.

Section one – accidental damage to buildings

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

What is covered	What is not covered
This extension covers accidental damage to the buildings	We will not pay <ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under section oneb) for the buildings moving, settling, shrinking, collapsing or crackingc) for damage while the home is being altered, repaired, cleaned, maintained or extendedd) for damage to outbuildings and garages which are not of standard constructione) for damage while the home is lent, let or subletf) for the cost of general maintenanceg) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frosth) for damage caused by faulty or unsuitable materials or design or poor workmanshipi) for damage from mechanical or electrical faults or breakdownj) for damage caused by dryness, dampness, extremes of temperature or exposure to lightk) for damage to swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanksl) for any damage caused by or contributed to by or arising from any kind of pollution and/or contaminationm) the first £250 of every claim

Conditions that apply to section one (buildings) only

Settling claims

How we deal with your claim

1. **We** will pay for the cost of work carried out in repairing or replacing the damaged parts of your buildings and agreed fees and related costs.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by our nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of your buildings due to the damage
- The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by **our** preferred suppliers and insured under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

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

3. **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.

4. If **you** are under-insured, which means the cost of rebuilding the **buildings** 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 the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

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 or other flying devices or items dropped from them
3.
 - I. storm,
 - II. flood,
 - III. 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

- the first £100 of every claim
- the first £100 of every claim
- a) for **contents** outside the **home**
 - b) damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
 - c) the first £100 of every claim
- a) any loss or damage caused by failure of or lack of sealant and/or grout.
 - b) the first £250 of every claim
- a) for loss or damage caused by faulty workmanship
 - b) 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
 - b) any amount over £500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages
 - c) the first £100 of every claim
- the first £100 of every claim
- 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 caused by faulty or unsuitable materials or design or poor workmanship
 - 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 bank erosion
 - f) the first £100 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, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment all situated within the **home**

- B. accidental breakage of
- fixed glass and double glazing
 - sanitary ware

forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for

- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

- C. the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by:

- I. any of the events insured under numbers 1-10 in section two while the **contents** are:

- in any occupied private dwelling
- in any buildings where you are living or working
- in any building for valuation, cleaning or repair
- in any furniture store
- in any bank or safe deposit

- II. fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank, safe deposit or furniture store

- D. up to twelve months rent **you** have to pay as occupier if the **home** cannot be lived in following loss or damage which is covered under section two

- E. 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

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, memory cards and sticks, or computer and console games or computer software
 - c) for mechanical or electrical faults or breakdown
 - d) for damage to mobile phones and **portable computers**
 - e) the first £250 of every claim
- a) for the cost of repairing, removing or replacing frames
 - b) the first £250 of every claim

- a) for **contents** outside the **United Kingdom**
- b) for **money** or **bankcards**
- c) any amount over 20% of the sum insured under section two for **contents** in a furniture store
- d) the first £100 of every claim

any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed

any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed

- F. **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under section two
- 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 without sufficient furniture and furnishings for day to day living purposes
 - f) the first £100 of every claim
- G. 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
- 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 sixteen years of age,
 - £5,000 for each insured person under sixteen years of age, at the time of death
- 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
- any amount over £250 in total
- the first £250 of every claim
- 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

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 articlesf) for money, bank cards, documents or stampsg) for damage to contact, corneal or micro corneal lensesh) for damage while the home is lent, let or sub leti) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frostj) for damage caused by faulty or unsuitable materials or design or poor workmanshipk) 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 £250 of every claim

Conditions that apply to section two (contents) only

Settling claims

How we deal with your claim

1.

- a) Where the damage can be economically repaired **we** will pay the cost of repair
- b) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
- c) Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
- d) Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to

- clothes
- pedal cycles

where **we** will take off an amount for depreciation.

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

Your sum insured

3. **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.
4. 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.

Limit of insurance

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

Section three – accidents to domestic staff

This section only applies if the **contents** are insured under section two

What is covered	What is not covered
<p>Your legal liability</p> <p>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</p>	<p>Your legal liability</p> <p>for bodily injury arising directly or indirectly</p> <ul style="list-style-type: none">• from any vehicle outside the premises• from any vehicle used for racing, pacemaking or speed testing• from any communicable disease or condition• in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance• arising out of your ownership, possession or use of any dog designated as dangerous under .the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.

Limit 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 four – 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	What is not covered
<p>Your legal liability</p> <p>I. as owner or occupier for amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>II. as a private individual for amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>Your legal liability</p> <p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>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</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>

Section four – legal liability to the public (continued)

Part A (continued)

What is covered	What is not covered
Your legal liability	Your legal liability <ul style="list-style-type: none">h) arising out of your ownership, possession or use of:<ul style="list-style-type: none">I. any motorised or horsedrawn vehicle other than:<ul style="list-style-type: none">• domestic gardening equipment used within the premises and• pedestrian controlled gardening equipment used elsewhereII. any power-operated lift other than stairliftsIII. any aircraft or watercraft other than manually operated rowing boats, punts or canoesIV. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.i) in respect of any kind of pollution and/or contamination other than:<ul style="list-style-type: none">• 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 thirty 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 accidentj) arising out of your ownership, occupation, possession or use of any land or building that is not within the premisesk) arising from The Party Wall etc Act 1996l) if you are entitled to cover under any other insurance, until such insurance(s) is exhausted

Section four – legal liability to the public (continued)

Part B

What is covered	What is not covered
<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 paid 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 pay for</p> <p>any amount in excess of £100,000</p>

Part C

What is covered	What is not covered
<p>We will pay for</p> <p>amounts you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<p>We will not pay for</p> <ul style="list-style-type: none">• any legal liability if you are entitled to cover under any other insurance• the cost of repairing any fault or alleged fault• any home previously owned and occupied by you in which you still hold legal title or have an interest.• any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by us and owned and occupied by you• anything owned by or the legal responsibility of your family• injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you)• liability arising from any employment, trade, profession or business of any of your family• liability accepted by any of your family under any agreement, unless the liability would exist without the agreement• liability arising from The Party Wall etc Act 1996

Limit of insurance

We will not pay

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

Section five – valuable and personal possessions

What is covered	What is not covered
<p>This insurance covers</p> <p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule</p>	<p>We will not pay</p> <ul style="list-style-type: none">a) for damage caused by moth or verminb) for damage from electrical or mechanical faults or breakdownc) any amount over £2,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the scheduled) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upone) for damage to guns caused by rusting or bursting of barrelsf) for breakage of any sports equipment whilst in useg) for any loss of or damage to contact, corneal or micro corneal lensesh) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervisioni) the first £100 of every claim in respect of unspecified itemsj) for mobile telephones and portable computers unless otherwise stated in the specification(s) attached to the schedulek) 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 occupantl) 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

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

How we deal with your claim

1. **We** will 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 £2,000 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

3. 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.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Section six – domestic freezer cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section two of this insurance extends to cover 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	We will not pay 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

Limit of insurance

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

Section seven – pedal cycle cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section two of this insurance extends to cover the following the cost of repairing or replacing your pedal cycles following: theft or attempted theft accidental damage occurring anywhere in the United Kingdom	We will not pay a) for loss or damage to: <ul style="list-style-type: none">• tyres,• lamps,• accessories, unless the cycle is stolen or damaged at the same time b) for damage from mechanical or electrical faults or breakdown c) 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 d) 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

Limit of insurance

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

Section eight – money and bank card cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
<p>Section five of this insurance extends to cover the following</p> <ul style="list-style-type: none">• theft or accidental loss of money• any amounts which you become legally liable to pay as a result of unauthorised or fraudulent use following loss or theft of your bank card(s) which in most cases you will only be liable for the first £50 of the claim• 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 or border authorities and, in the case of bank card(s), the card issuing company; and• you have complied with all other conditions of your bank card(s) provider	<p>We will not pay</p> <ul style="list-style-type: none">a) to make up any shortages due to error or omissionb) for loss of valuec) the first £100 of every claim for loss of moneyd) more than £50 per card for the unauthorised or fraudulent use of your bank card(s)

Limit of insurance

We will not pay more than the sum insured shown in the **schedule**

Section nine – personal legal expenses – main residence

Family legal expenses insurance

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

If a claim is accepted 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 it is necessary to start court proceedings or a Conflict of Interest arises. Where it is necessary to start court proceedings or a Conflict of Interest arises and You want to use a legal representative of Your own choice, Advisers' Costs payable by Us are limited to no more than (a) Our Standard Advisers' Costs; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

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

a) The Insured Event takes place in the Period of Insurance and within the Territorial Limits

and

b) The Legal Action takes place in the Territorial Limits.

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

IMPORTANT CONDITIONS

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

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

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

Suspension of Cover

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

Definitions

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	<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 prosecutions.
Limit of Indemnity	<p>The maximum payable in respect of an Insured Incident is -stated below:</p> <p>Tax: £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 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 .

COVER

Consumer Pursuit

What is insured

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

What is not insured:-

Claims

- Where the amount in dispute is less than £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

Personal Injury

What is insured

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.

What is not insured:-

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

Employment Disputes

What is insured

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.

What is not insured:-

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

Property Infringement

What is insured

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

What is not insured

Claims

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

Motor Prosecution Defence

What is insured

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**.

What is not insured:-

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

Consumer Defence

What is insured

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

What is not insured:-

Claims

- Where the amount in dispute is less than £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

Tax

What is insured

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 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).

Personal Identity Theft

What is insured

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**

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.

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

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.

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.

1. English Law

This contract is governed by English Law.

2. Language

The language for contractual terms and communication will be English.

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
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel : 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.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 Services Authority. **Our** FSA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FSA's register by visiting the website www.fsa.gov.uk/fsaregister or by contacting the FSA on 0845 606 1234.

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

IPA is a member of the Association of British Insurers.

IPA address details are:-

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

Section ten – 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:-

- 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	<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 prosecutions.
Limit of Indemnity	<p>The maximum payable in respect of an Insured Incident is -stated below:</p> <p>Tax: £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 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 .

Cover

Consumer Pursuit

What is insured

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

What is not insured:-

Claims

- Where the amount in dispute is less than £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

Personal Injury

What is insured

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.

What is not insured:-

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

Employment Disputes

What is insured

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.

What is not insured:-

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

Property Infringement

What is insured

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

What is not insured

Claims

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

Motor Prosecution Defence

What is insured

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**.

What is not insured:-

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

Consumer Defence

What is insured

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

What is not insured:-

Claims

- Where the amount in dispute is less than £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

Tax

What is insured

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:-

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

What is not insured:-

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).

Personal Identity Theft

What is insured

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**

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.

Tenancy Eviction

What is insured

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.

What is not insured:-

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**

Criminal Prosecution

What is insured

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

- 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

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.

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

- 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:-
- VII. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - VIII. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - IX. Keep **Us** advised of **Advisers' Costs** incurred.
 - X. 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.
 - XI. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - XII. 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.

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:-

- 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.

3. English Law

This contract is governed by English Law.

4. Language

The language for contractual terms and communication will be English.

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
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel : 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.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 Services Authority. **Our** FSA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FSA's register by visiting the website www.fsa.gov.uk/fsaregister or by contacting the FSA on 0845 606 1234.

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

IPA is a member of the Association of British Insurers.

IPA address details are:-

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