

THATCH POLICY



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WELCOME

Thank **you** for choosing County Insurance Services Limited 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 facts, 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 10 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**;

you understand what each section covers and the restrictions and exclusions that apply;

The information **you** have given us is accurate

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.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

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.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their 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

SEVERAL LIABILITY

Please note that 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. Details of each insurer's proportionate liability will be provided upon request.

THINGS WE NEED TO TELL YOU ABOUT

Our Agreement with you

This policy is a legal contract between **you** and **us**.

When **you** take out, amend, or renew **your** policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When **you** answer those questions, **you** are required to take care not to misrepresent any information and to give **us** all of the information **you** are asked for. If **you** give **us** incorrect or incomplete information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances **your** policy might be invalid and **you** may not be entitled to a refund of premium.

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

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.

Data Privacy Notice

County Insurance Services Limited 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

Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, 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

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, fences, Solar panels permanently attached to the main private dwelling 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:

- 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 £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- contents in out buildings up to £2,500 unless otherwise stated in the schedule
- **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 £5,000 or 20% of the sum insured for **contents** whichever is less, within the private dwelling the limit for anyone item being £2,500 within the home unless otherwise stated in the schedule.
- domestic oil in fixed fuel oil tanks up to £1,000

CONTENTS

does **NOT** include:

- 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 and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

LANDSLIP

Downward movement of sloping ground.

MONEY

- 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.

OUTBUILDINGS

Garden sheds, summer houses, greenhouses or other similar structure on a permanent foundation and used for domestic purposes, up to a maximum of £5,000 any one outbuilding unless specifically stated otherwise in the policy.

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:

- **money** and **bank cards**
- pedal cycles
- tools used or held for business, professional or trade purposes
- contact or corneal lenses or hearing aids unless otherwise specified in the schedule
- any property insured under any other insurance

DEFINITIONS

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

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

SETTLEMENT

Downward movement as a result of the ground being compressed by the weight of the building.

SUBSIDENCE

Downward movement of the site on which **your** buildings stand by a cause other than the weight of the buildings themselves.

TERRORISM

Any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means,
- Putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

UNFURNISHED

Where the main **buildings** are not furnished enough for **you** to live in

UNITED KINGDOM

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

UNOCCUPIED

The property is left without an occupant for more than 30 consecutive days or is not furnished enough to be normally lived in.

VALUABLES

- jewellery
- furs
- gold, silver, gold and silver plated articles
- pictures

which belong to you or are your legal responsibility

WE / US / OUR

The Insurer(s) stated in the **schedule**

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

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:

County Insurance Services Limited
County House,
Glyme Court,
Langford Lane,
Kidlington,
OX5 1LQ
Tel: 01865 844980
Email: schemes@county-insurance.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 the insurer's complaints team at:

Policy & Claims Complaints

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 285 3539

Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:

<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

Pen Underwriting and Ryan Direct Groups internal complaints handling procedures ensure that they are fully compliant with the regulations laid out by the Financial Conduct Authority and therefore should you register a complaint you can be assured that they will:

- Ensure that complaints and expressions of dissatisfaction are accurately recorded to allow a full and independent review if required.
- Acknowledge any unresolved complaint within 5 working days.
- Carry out a full review of all formal complaints managed fairly and independently by a person of appropriate seniority and authority.
- Aim to provide a detailed response to your complaint within four weeks. If this is not possible they will provide you with a written update explaining the current status of your complaint.
- If they have not been able to resolve your complaint in eight weeks they will write to you explaining the reason as to why this has not been possible. They will also advise you of your right to refer your complaint to the Financial Ombudsman Service.

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
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
Website: www.financial-ombudsman.org.uk

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

You have six months from the date of **our** final response to refer to the Financial Ombudsman Service.

Your right to take **Legal Action** against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

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**. If a thatch fire survey has been carried out, the cost of the survey will be deducted from the refund.

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 subject to a minimum of 6 months retained premium, 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 conditions and the Change in Circumstances conditions of this policy 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 happens, **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 Claims Team

PO BOX 1291
Preston
PR2 0QJ
Tel:03301 026 796
Email: prestonclaims@davies-group.com

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** or **valuables** and **personal belongings** 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

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/o
- 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

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

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.

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.

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.

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

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:

- **You** are going to move **home** permanently;
 - Someone other than **your family** is going to live in **your home**;
 - **Your home** is going to be used for short periods each week or as a holiday home;
 - **Your home** is going to be **unoccupied** or **unfurnished**;
 - 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** or any member of **your family** has received a conviction for any offence except for driving;
 - Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
 - **You** use a chimney at the **home** which **you** have previously told **us** is not used;
 - **You** install a wood or solid fuel stove at the **home**;
 - The fire protections **you** have told **us** about at the **home** are removed, amended or become faulty;
 - Any part of **your home** is going to be used for any trade, professional or business purposes;
- There is no need to tell **us** about trade, professional or business use if:
- i) The trade, professional or business use is only clerical; and
 - ii) There are no staff employed to work from the **home**; and
 - iii) There are no visitors to the **home** in connection with the trade, profession or business; and
 - iv) 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.

Thatch Conditions

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

It is a condition precedent to the liability of Underwriters and cover is conditional upon these requirements being strictly adhered to:

1. CHIMNEYS

All chimneys to boilers and open fires are kept in a good state of repair and that they are professionally cleaned along the entire length at least once a year before winter use. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney.

All chimneys to solid fuel stoves or burners are kept in a good state of repair and that they are professionally cleaned along the entire length at least twice a year before and during winter use (recommended at least once between 1st July and 31st October prior to winter use and at least once between 1st January and 31st March. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney by a member of any of the following professional bodies unless an alternative has been agreed by **us**:

National Association of Chimney Sweepers (NACS)

Guild of Master Chimney Sweeps

Association of Professional and Independent Chimney Sweepers

All chimneys to solid fuel stoves or burners must be professionally lined and insulated.

2. THATCHBURN

All old thatch and thatching are to be taken away from the site for burning or burnt more than 100 meters from the premises.

3. BONFIRES

You must not allow any bonfires/incinerators within **your** control to be lit within 100 meters of the premises & barbecues, fire-pits or chiminea's not to be lit within 5 meters of the home

4. STOVES

Any stove which has been notified to **us** as being unused or dormant will not be used for any purpose.

GENERAL CONDITIONS

5. NAKED FLAMES

No naked flames or tools producing naked flames are present in the attic or loft space at any time.

6. ELECTRICAL WIRING

The electricity supply system must be inspected and tested at least once every 10 years, or as stated on the Current Electrical Certificate, by a contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC). Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers. A certificate of compliance issued by the Inspector is to be produced at inception and lodged with the broker who placed this insurance after each inspection.

Your duties

- 1. You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy.
- 2. You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- 3. You** must ensure that all chimney liners and insulation to solid fuel stoves or burners are professionally checked at least every three years and any recommendations to correct identified faults are carried out.
- 4. You** must lodge with **your broker** the original dated receipts for all Chimney cleaning operations (including where possible any cleaning operation carried out in the year prior to the inception of this insurance).
- 5. You** must ensure neighbours are informed of the risk that garden fires could cause to **your** property and encouraged not to light any bonfires/incinerators within 100 meters of **your** premises.
- 6. You** must ensure that all Thatch is checked by a suitably qualified Thatcher at least once every 10 years and any recommendations complied with immediately.
- 7. You** must ensure that there is at least one fully working water fire extinguisher on each level, and a fire blanket in the kitchen.
- 8. You** must ensure that a smoke detector is fitted in the highest point of the roof void (where this is possible) and on each level (recommended complying with BS476:PT23). For maximum protection, an alarm should be fitted in every room (except the kitchen, bathroom and garage).
 - If **you** fail to comply with the above Thatch Conditions this insurance may become invalid in respect of loss or damage caused by fire, smoke, storm or weight of snow.
 - In the event of loss or damage caused by fire, smoke, storm or weight of snow **you** may be required to provide proof of inspections.
 - All other terms, conditions, exclusions and limitations remain unaltered.

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

Payments

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

b) Where a claim has been notified during the 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 **we** may deduct any outstanding amount from any claims settlement

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.

7. TERRORISM EXCLUSION

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.

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.

SECTION ONE – BUILDINGS

The following cover only applies if the **schedule** shows that **buildings** are included:

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the buildings for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft or other flying devices or items dropped from them	the first £100 of every claim
1. i) storm, ii) flood, iii) weight of snow.	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
2. i) escape of water from fixed water tanks, apparatus or pipe ii) frost damage to fixed water tanks, apparatus or pipes	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
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	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
6. theft or attempted theft	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
7. collision by any vehicle or animal	the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	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
9. subsidence or heave of the site upon which the buildings stand or landslip	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 (CONTINUED)

The following cover only applies if the **schedule** shows that **buildings** are included:

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers	We will not pay
A) the cost of repairing accidental damage to <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs all forming part of the buildings	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
B) the cost of repairing accidental damage to <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which you are legally liable for	the first £250 of every claim
C) <ul style="list-style-type: none"> • 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	any amount over 20% of the sum insured for the buildings damaged or destroyed
D) expenses you have to pay and which we have agreed in writing for <ul style="list-style-type: none"> • 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	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
E) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one	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
F) anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
G) 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	more than £2,500 in any period of insurance.
H) Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home.	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.

SECTION ONE – BUILDINGS (CONTINUED)

Accidental Damage to the Buildings

The following cover only applies if the **schedule** shows that **buildings** are included:

WHAT IS COVERED	WHAT IS NOT COVERED
This extension covers	We will not pay
accidental damage to the buildings	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage while the home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of standard construction e) for damage while the home is lent, let or sublet f) for the cost of general maintenance g) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost h) for damage caused by faulty or unsuitable materials or design or poor workmanship i) for damage from mechanical or electrical faults or breakdown j) for damage caused by dryness, dampness, extremes of temperature or exposure to light k) for damage to swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination m) the first £250 of every claim

SECTION ONE – BUILDINGS (CONTINUED)

Conditions that apply to Section One – Buildings only

HOW WE DEAL WITH YOUR CLAIM

1) **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is 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 reinstatement 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.

2) Where an **excess** applies, this will be taken off the amount of **your** claim.

3) If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.

4) The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.

5) **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 specific part.

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.

YOUR SUM INSURED

Your 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.

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

PROPORTIONATE REMEDY

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

MAINTAINING THE SUM INSURED

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

INFLATION PROTECTION

The sum insured shown on **your schedule** will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to

SECTION TWO – CONTENTS

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED	WHAT IS NOT COVERED
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the first £100 of every claim
2. aircraft or other flying devices or items dropped from them	the first £100 of every claim
3. i) storm, ii) flood, iii) weight of snow	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
4. escape of water from fixed water tanks, apparatus or pipes	a) any loss or damage caused by failure of or lack of sealant and/or grout. b) the first £250 of every claim
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	a) for loss or damage caused by faulty workmanship b) the first £100 of every claim
6. theft or attempted theft	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 £1,000 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages c) the first £100 of every claim
7. collision by any vehicle or animal	the first £100 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the first £100 of every claim
9. subsidence or heave of the site upon which the buildings stand or landslip	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
10. 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) the first £100 of every claim

SECTION TWO – CONTENTS

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED	WHAT IS NOT COVERED
This section of the insurance also covers	We will not pay
A) accidental damage to televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment all situated within the home	<ul style="list-style-type: none"> 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
B) accidental breakage of <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • mirrors • glass tops and fixed glass in furniture • ceramic hobs 	<ul style="list-style-type: none"> a) for the cost of repairing, removing or replacing frames b) the first £250 of every claim
C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by: <ul style="list-style-type: none"> (i) any of the events insured under numbers 1-10 in section two while the contents are: <ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> a) for contents outside the United Kingdom b) for money or bank cards 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
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	any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed
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	any amount over 20% 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	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> • 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	the first £250 of every claim
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: <ul style="list-style-type: none"> • £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 	

SECTION TWO – CONTENTS

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED	WHAT IS NOT COVERED
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	any amount over £250 in total
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	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
K) The Contents sum insured shown in the schedule is automatically increased by £3,500 for gifts within the home during the month in which you celebrate a religious festival, wedding day or birthday.	<ul style="list-style-type: none"> • Loss or damage occurring outside of the period of insurance.
L) Contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-11 of Section 2 (Contents).	<ul style="list-style-type: none"> • More than £2,500 in total • More than £500 for any one item, • Theft unless following forcible and violent entry
M) The cost of replacing electronic information you have bought and stored on equipment within your home and that is lost or damaged by events 1 - 10 of Section 2 (Contents).	<ul style="list-style-type: none"> • The cost of remaking a file, tape or disk, • The cost of rewriting the electronic information, • More than £500 in any one period of insurance, • The cost of any information stored for business use .
N) Damage to the Contents caused by forced access to deal with a medical emergency or to prevent damage to the home .	<ul style="list-style-type: none"> • More than £1,000 in any one period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £1,000 in total

SECTION TWO – CONTENTS

Accidental Damage to the Contents

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

WHAT IS COVERED	WHAT IS NOT COVERED
This extension covers	We will not pay
accidental damage to the contents within the home	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for money, bank cards, documents or stamps g) for damage to contact, corneal or micro corneal lenses h) for damage while the home is lent, let or sub let i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost j) for damage caused by faulty or unsuitable materials or design or poor workmanship k) for damage from mechanical or electrical faults or breakdown l) for damage caused by dryness, dampness, extremes of temperature and exposure to light m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination n) for the first £250 of every claim o) More than £400 for mobile phones unless otherwise stated in the schedule,

SECTION TWO – CONTENTS (CONTINUED)

Conditions that apply to Section Two – Contents only

HOW WE DEAL WITH YOUR CLAIM

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section 2 **contents**.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. 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;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. 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;
- Camping equipment;
- Household linen;
- Pedal Cycles;

where **we** will take an amount off for wear and tear.

We will not pay the cost or replacing or repairing any undamaged parts of the **contents** 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 specific part.

YOUR SUM INSURED

Your contents must be insured for the full cost of replacement as new.

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

PROPORTIONATE REMEDY

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

MAINTAINING THE SUM INSURED

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your Contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

INFLATION PROTECTION

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

SECTION THREE – ACCIDENTS TO DOMESTIC STAFF

The following cover only applies if the **schedule** shows that **contents** are included:

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.

Important Notice

DANGEROUS DOGS ACT 1991

The Dangerous dogs act 1991 imposes certain requirements on specific types of dogs. It also places requirements in relation to dogs which are, as described by the act, Dangerous out of control. For Further guidance please see the office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau

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>a) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>b) 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 (Exclusions continued over the page)</p> <p>h) arising out of your ownership, possession or use of:</p> <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 elsewhere ii) any power-operated lift other than stairlifts iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of dogs (Scotland) Act 2010 or any amending legislation. <p>i) in respect of any kind of pollution and/or contamination other than:</p> <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 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) arising from The Party Wall etc Act 1996</p> <p>l) if you are entitled to cover under any other insurance, until such insurance(s) is exhausted</p>

SECTION FOUR – LEGAL LIABILITY TO THE PUBLIC

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 – VALUABLES AND PERSONAL BELONGINGS

The following cover applies only if the **schedule** shows that **valuables** and **personal belongings**

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 vermin b) for damage from electrical or mechanical faults or breakdown c) any amount over £2,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage to guns caused by rusting or bursting of barrels f) for breakage of any sports equipment whilst in use g) for any loss of or damage to contact, corneal or micro corneal lenses h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) the first £100 of every claim in respect of unspecified items j) for mobile telephones and portable computers unless otherwise stated in the specification(s) attached to the schedule k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant l) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms

Conditions that apply to Section Five – Values and Personal Belongings only

HOW WE DEAL WITH YOUR CLAIM

We will repair, replace or pay for any article covered under Section 5 **valuables** and **personal belongings**.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:

The new article is as close as possible to but not an improvement on the original article when it was new, and

You have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes,
- Camping equipment,
- Household linen,

where **we** will take off an amount for wear and tear

We will not pay the cost of replacing or repairing any undamaged parts of items 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.

We can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

YOUR SUM INSURED

The most **we** will pay under Section 5 **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section 5 **valuables** and **personal belongings** is £2,000 unless otherwise stated in the **schedule**.

PROPORTIONATE REMEDY

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you**.

SECTION SIX – DOMESTIC DEEP FREEZE 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	We will not pay
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	a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action c) More than £500 in any one period of insurance

Limit of Insurance

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

SECTION SEVEN – PEDAL CYCLES

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	We will not pay
the cost of repairing or replacing your pedal cycles following: <ul style="list-style-type: none"> • theft or attempted theft • accidental damage occurring anywhere in the United Kingdom and up to 60 days elsewhere in the world during a temporary visit during the Period of Insurance	<ul style="list-style-type: none"> 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 SEVEN – PEDAL CYCLES (CONTINUED)

CONDITIONS THAT APPLY TO SECTION SEVEN - PEDAL CYCLES ONLY

How we deal with your claim

- 1) Where the damage can be repaired economically **we** will pay the cost of the repair;
- 2) Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
- 3) If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
- 4) Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality we will make a cash payment equal to an agreed replacement value;
- 5) **We** will settle your claim less any excess subject to any limit shown in the **schedule**.
- 6) Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would have paid **our** preferred supplier

Your sum insured

The most we will pay under Section 7 - Pedal Cycles is the sum insured shown on the Schedule.

The most we will pay for any one item under Section 7 - Pedal Cycles is £1,500 unless otherwise stated in the **Schedule**.

Proportionate remedy

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what your premium would have been if your pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you**.

SECTION EIGHT – MONEY AND CREDIT 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> <p>theft or accidental loss of money</p> <ul style="list-style-type: none"> 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 <p>within the geographical limits shown in the schedule, provided that</p> <ul style="list-style-type: none"> within 24 hours of your 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 omission b) for loss of value c) the first £100 of every claim for loss of money d) more than £1,000 in total, any one event. loss where conditions under which your credit card(s) were issued to you have been breached,

Limit of Insurance

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

SECTION TEN

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.

Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

It is important that if **You** decide to choose **Your** own **Adviser** that **You** ensure they are suitably experienced and competent to act on **Your** behalf, **We** will not be able to provide any advice or guidance in relation to choosing a non-panel **Adviser**.

SECTION TEN

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.

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.

CONTRACT OF EMPLOYMENT

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

DATA PROTECTION LEGISLATION

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Event**, that being: before 25 May 2018, the Data Protection Act 1998; and from 25 May 2018 onwards, the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

DISCLOSURE BREACH

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

IDENTITY FRAUD

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.

HM 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.

INSURER

AmTrust Europe Limited.

INSURED EVENT

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Identity Fraud

In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people.

Tax

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

INSURED PERIOD

One year from the inception or renewal date shown on **Your** insurance schedule.

LEGAL ACTION(S)

The pursuit or defence of civil legal cases for damages or injunctions, or The defence of motor prosecutions.

MAXIMUM AMOUNT PAYABLE

We will pay up to £100 per hour plus VAT up to the maximum payable in respect of an **Insured Event** is -stated below:

Tax: £25,000

All other sections: £50,000

STANDARD Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **Maximum Amount Payable** and may, at **Our** discretion, vary from time to time.

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 **Insurer**.

YOU / YOUR

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members normally resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

VEHICLE

Any motor **Vehicle** or motorcycle owned by **You**.

SECTION TEN

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.

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

What is not insured:-

Claims

- Arising from medical or clinical treatment, advice, assistance or care
- For stress, psychological or emotional injury
- For 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

SECTION TEN

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, or prescription medication where **You** have been advised by a medical professional not to drive.
- 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 **HM Revenue** and **Customs Full Enquiry** into **Your** personal Income Tax position.

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

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

What is not insured:-

Claims

- 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 HM 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 FRAUD

What is insured

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

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- 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 Fraud**
- 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 Fraud**

What is not insured:-

Claims

- Where **You** have not been the victim of **Identity Fraud**
- Where the **Insured Event** 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 Event** 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 Fraud** or take action to protect yourself from **Identity Fraud**
- Where the **Identity Fraud** 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 Fraud**

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

SECTION TEN

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 **0344 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 **0344 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 **0344 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 Event** began to start or had started before **You** bought this insurance
- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An 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 Insurer 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

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 **Insurer**, the **Adviser** or **Us**
- Any claim **You** make which is false or fraudulent
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- Appeals without the prior written consent of **Us**
- The costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising
- Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence
- **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims
- For disputes in relation to the sale, purchase or adverse possession of the **Your** main home

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

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Computer software other than proprietary packaged software that has not been tailored to **Your** requirements
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **You** and someone **You** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **You** or **Your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **You** owning or living in **Your** home
- A manufacturer's warranty or guarantee
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation

4. Contracts (Rights of Third Parties) Act 1999

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

SECTION TEN

CONDITIONS

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.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

CLAIMS

- 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 Fraud**, 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.
- 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**.
- 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:-
 - Represent **You** in accordance with **Our** standard conditions of appointment.
 - Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.
 - 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.
- The **Adviser** will:-
 - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - Keep **Us** advised of **Advisers' Costs** incurred.
 - 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.
 - Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - Attempt recovery of costs from third parties.
- In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- The Insurer shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- You** shall supply all information requested by the **Adviser** and **Us**.
- 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**.
- 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.

DISPUTES

If a complaint cannot be dealt with by 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.

PROSPECTS OF SUCCESS

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- Being able to achieve an outcome which best serves **Your** interests

SECTION TEN

Other Insurances

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

Disclosure

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

Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless

Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known

Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known

Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

Fraud

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

Will not be liable to pay the fraudulent claim

May recover any sums paid to **You** in respect of the fraudulent claim

May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**

Will no longer be liable to **You** in any regard after the fraudulent act.

ENGLISH LAW

This contract is governed by English Law.

LANGUAGE

The language for contractual terms and communication will be English.

CHANGE IN LAW

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

SECTION TEN

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

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 **Data Protection Legislation**.

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**, or before **We** have investigated the complaint if both parties agree.

Our contact details are:-	The Financial Ombudsman Service contact details are:-
Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel 01206 615000 Email: customerservice@arclegal.co.uk	Financial Ombudsman Service Exchange Tower London E14 9SR Tel 08000 234 567 Email: complaint.info@financial-ombudsman.org.uk

COMPENSATION

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

AUTHORISATION

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

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

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 AmTrust Europe Limited, 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, **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:-

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

and

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

DEFINITIONS

ADVISER

Our specialist panel solicitors or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where court proceedings have been started or a **Conflict of Interest** arises, another legal representative nominated by **You**.

ADVISERS' COSTS

Reasonable legal or accountancy fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

CONDITIONAL FEE AGREEMENT

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

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.

DATA PROTECTION LEGISLATION

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Event**, that being: before 25 May 2018, the Data Protection Act 1998; and from 25 May 2018 onwards, the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

DISCLOSURE BREACH

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

IDENTITY FRAUD

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.

HM REVENUE AND CUSTOMS FULL ENQUIRY

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **Your** PAYE income or gains.

INSURED PROPERTY

The property insured under the underlying policy to which this insurance attaches.

INSURER

AmTrust Europe Limited.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Employment

In employment disputes the **Insured Event** will be the receipt of an ET1 Employment Tribunal Claim Form.

Identity Fraud

In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people.

Tax

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of HMRC advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate. For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

LEGAL ACTION(S)

- The pursuit or defence of civil legal cases for damages or injunctions, or
- The defence of motor and criminal prosecutions.

MAXIMUM AMOUNT PAYABLE

The maximum payable in respect of an **Insured Event** is -stated below:

Tax, Tenant Eviction and Criminal Prosecution Defence: £25,000 **All other sections:** £50,000

PERIOD OF INSURANCE STANDARD ADVISERS' COSTS

One year from the inception or renewal date shown on **Your** insurance schedule. 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.

SECTION TEN

WE/US/OUR

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer.

YOU / YOUR

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor and is resident at the **Insured Property** to which this cover attaches. Cover also applies to **Your** family members normally resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

Vehicle

Any motor **Vehicle** or motorcycle owned by **You**.

SECTION TEN

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.

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

What is not insured:-

Claims

- Arising from medical or clinical treatment, advice, assistance or care
- For stress, psychological or emotional injury
- For 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 the **Insured Property**. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

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

SECTION TEN

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, or prescription medication where **You** have been advised by a medical professional not to drive.
- 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 **HM Revenue** and **Customs Full Enquiry** into **Your** personal Income Tax position.

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

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

What is not insured:-

Claims

- 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 HM 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 FRAUD

What is insured

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

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- 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 Fraud**
- 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 Fraud**

What is not insured:-

Claims

- Where **You** have not been the victim of **Identity Fraud**
- Where the **Insured Event** 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 Event** 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 Fraud** or take action to protect yourself from **Identity Fraud**
- Where the **Identity Fraud** 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 Fraud**

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

SECTION TEN

TENANT 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 Event** began to occur within the first 90 days of the **Period of Insurance**
- Where the eviction of the tenant is dealt with by a notice issued by the Home Office

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 **0344 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 **0344 770 1036**

DOMESTIC HELPLINE

Use the helpline following an emergency in the **Insured Property** for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to the **Insured Property**. **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 **0344 770 1041** and quote "**Arc Domestic Helpline**".

ARC LEGAL DOCUMENT SERVICE

As an addition to **Your** legal expenses cover **You** have access to **Our** legal document service.

This will provide **You** with:

- Access to a range of free legal document templates
- A step by step walkthrough to assist **You** in completing the documents

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

SECTION TEN

GENERAL EXCLUSIONS

1. There is no cover where:-

- The **Insured Event** began to start or had started before **You** bought this insurance
- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An 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 Insurer 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 **Insurer**, the **Adviser** or **Us**
- Any claim **You** make which is false or fraudulent
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- Appeals without the prior written consent of **Us**
- The costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising
- Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence
- **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims
- For disputes in relation to the sale, purchase or adverse possession of the **Insured Property**

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

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Computer software other than proprietary packaged software that has not been tailored to **Your** requirements
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **You** and someone **You** live with or have lived with
- A lease or licence to use property or land other than under the 'Tenan Eviction' section of cover
- A venture for gain by **You** or **Your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **You** owning or living in the **Insured Property**
- A manufacturer's warranty or guarantee
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation

4. Contracts (Rights of Third Parties) Act 1999

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

SECTION TEN

CONDITIONS

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.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

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 Fraud**, these must be reported within 45 days of **You** becoming aware of the incident. **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- k) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- l) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
- iv) Represent **You** in accordance with **Our** standard conditions of appointment.
 - v) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.
 - vi) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
- m) The **Adviser** will:-
- i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - vi) Keep **Us** advised of **Advisers' Costs** incurred.
 - vii) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - viii) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - ix) Attempt recovery of costs from third parties.
- n) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- o) The Insurer shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are 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.

DISPUTES

If a complaint cannot be dealt with by 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.

Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

SECTION TEN

OTHER INSURANCES

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

Disclosure

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

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

FRAUD

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

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

ENGLISH LAW

This contract is governed by English Law.

LANGUAGE

The language for contractual terms and communication will be English.

CHANGE IN LAW

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

SECTION TEN

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

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

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**, or before **We** have investigated the complaint if both parties agree.

Our contact details are:-	The Financial Ombudsman Service contact details are:-
Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel 01206 615000 Email: customerservice@arclegal.co.uk	Financial Ombudsman Service Exchange Tower London E14 9SR Tel 08000 234 567 Email: complaint.info@financial-ombudsman.org.uk

COMPENSATION

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

AUTHORISATION

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

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