

# HERITAGE

## HOME INSURANCE FOR THATCHED PROPERTIES



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

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

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

The written authority (which number is shown in the **schedule**) allows **County Insurance Services Limited** to sign and issue this policy on behalf of **Ageas Insurance Limited** in respect of sections 1, 2, 3 and 5. Section 4 is administered by ARC Legal Assistance LTD and underwritten by Am Trust Europe Limited.

## INTRODUCTION

**County Insurance Services Limited** are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

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

**Ageas Insurance Limited Per Davies Managed Systems Limited**

**P.O. Box 2801**

**Stoke-on-**

**Trent**

**Staffordshire**

**ST49DN**

**Telephone: 0344 371 2390**

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place. **PLEASE READ THE WHOLE DOCUMENT CAREFULLY**. It is arranged in different sections. It is important that;

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

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

### Cooling off period

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

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

### Cancellation clause

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

### Data 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 including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, 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 our privacy notice at [www.county-insurance.co.uk/downloads/privacynotice](http://www.county-insurance.co.uk/downloads/privacynotice) 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.

### Insurer's Privacy Policy

For details of how **we** collect, use and store **your** personal data – please refer to the full Privacy Policy on **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

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

<b>ACCIDENTAL DAMAGE</b>	Unexpected and unintended damage caused by a single and one-off event resulting from a sudden and external means.
<b>BODILY INJURY</b>	<b>Bodily injury</b> includes death or disease.
<b>BUILDINGS</b>	<ul style="list-style-type: none"><li>• The <b>home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>home</b></li><li>• permanently installed swimming pools, hot tubs, tennis courts, greenhouses, drives, paths, patios, terraces, walls, gates, fences and fixed fuel tanks <b>you</b> own or for which <b>you</b> are legally liable within the <b>premises</b> named in the <b>schedule</b>.</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></li></ul>
<b>CONTENTS</b>	Household goods and <b>personal possessions</b> within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally liable for. <b>Contents</b> includes: <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• carpets, but not permanently fitted flooring</li><li>• property in the open but within the <b>premises</b> up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>)</li><li>• <b>money</b> and <b>credit cards</b> up to £300 in total</li><li>• deeds and registered bonds and other personal documents up to £1,500 in total</li><li>• stamps or coins forming part of a collection up to £1,250 in total</li><li>• jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, pictures, works of art, objects d'art, guns, stamp and coin collections up to £5,000 or 20% of the sum insured for <b>contents</b> whichever is less, within the private dwelling</li><li>• domestic oil in fixed fuel oil tanks up to £1,000</li></ul> <b>Contents</b> does NOT include: <ul style="list-style-type: none"><li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li><li>• any living creature</li><li>• any part of the <b>buildings</b></li><li>• any property held or used for business purposes (other than clerical)</li><li>• any property insured under any other insurance.</li></ul>
<b>COST OF REBUILDING</b>	The full cost of reconstruction of the <b>buildings</b> in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs.
<b>COUNTY INSURANCE SERVICES LIMITED</b>	<b>The company that has been authorised</b> to sign and issue this policy on behalf of <b>Ageas Insurance Limited</b> in respect of sections 1, 2, 3 and 5.
<b>CREDIT CARDS</b>	<b>credit cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards
<b>ENDORSEMENT</b>	A change in the terms and conditions of this insurance.
<b>FURNISHED</b>	A property <b>furnished</b> enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but is not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
<b>HEAVE</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<b>HOME</b>	The private dwelling and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>LANDSLIP</b>	Downward movement of sloping ground.
<b>MONEY</b>	<ul style="list-style-type: none"><li>• current legal tender, cheques, postal and <b>money</b> orders</li><li>• postage stamps not forming part of a stamp collection</li><li>• savings stamps and savings certificates, travellers' cheques</li><li>• premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.</li></ul>
<b>OCCUPANT</b>	A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
<b>PERIOD OF INSURANCE</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and we have accepted a premium.

**PERSONAL  
POSSESSIONS**

Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to **you**

**Personal possessions** does NOT include:

- **money** and **credit cards**
- pedal cycles
- mobile phones

**PREMISES**

The address which is named in the **schedule**.

**SANITARYWARE**

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

**SCHEDULE**

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

**SETTLEMENT**

Downwards movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

**SPECIFIED ITEMS**

Items which have been individually identified to **us** and are shown in **your** policy **schedule**

**STOVE**

An enclosed woodburner or multi fuel **stove** used for the purpose (in all or in part) of heating or cooking.

**SUBSIDENCE**

Downward movement of the ground beneath the **buildings** other than by **settlement**.

**UNITED KINGDOM**

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

**UNOCCUPIED**

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

**VALUABLES**

Jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, works of art, objects d'art, guns, stamp, coin and medal collections.

**VERMIN**

Badgers, foxes, squirrels, rodents and other wild animals and birds

**WE / US / OUR**

Ageas Insurance Limited

**YOU / YOUR / INSURED**

The person or persons named in the **schedule** and all members of their family who permanently live in the **home**.

**YOUR BROKER**

The insurance broker/agent who placed this insurance on **your** behalf.

## IMPORTANT PLEASE READ CAREFULLY

### Your duties;

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

When **we** receive notice of the above **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance. Failure to notify **us** of the above will prejudice **you** in the event of a claim, which will result in **your** claim not being paid in part or in full.

## THATCH CONDITIONS

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

### 1. CHIMNEYS

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

### 2. THATCHBURN

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

### 3. BONFIRES

- **You** must not allow any bonfires/incinerators within **your** control to be lit within 100 metres of the **home** and fire-pits or chiminea's not to be lit within 5 metres of the **home**

### 4. BARBECUES

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

### 5. NAKED FLAMES

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

### 6. ELECTRICAL WIRING

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

### 7. FIRE PRECAUTIONS

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

### 8. ROOF INSPECTION

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

## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

### Your duties

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

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

Contact details for all claims:

**Ageas Insurance Limited Per Davies Managed Systems Limited**

**P.O. Box 2801**

**Stoke-on-Trent**

**Staffordshire**

**ST49DN**

**Telephone: 0344 371 2390**

### How we deal with your claim

1. **Defence of claims**  
**We** may take full responsibility for conducting, defending or settling any claim in **your** name.  
**We** may also take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.
2. **Other insurance**  
**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.  
This clause does not apply to fatal injury Section Two – Contents H
3. **Fraudulent claims**  
If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

What is not insured by this policy;

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

### EXCEPT

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under Section One – Buildings and 1 to 10 inclusive under Section Two – Contents of this policy.

4. A person who is not party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
5. **We** will not pay for loss or destruction of, or damage to, any property, or death of or **bodily injury** to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.  
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
6. **We** will not pay for any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause
7. **We** will not pay for any reduction in value of the property insured following repair or replacement paid under this insurance.
8. **We** will not pay for any loss, damage or liability arising out of the activities of contractors, or to contractors. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.



## SECTION ONE - BUILDINGS

### WHAT IS COVERED

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

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

### WHAT IS NOT COVERED

We will not pay

- a) for loss or damage caused by smoke damage due to any gradually operating cause
- b) the first £100 of every claim
- a) the first £100 of every claim
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 of section one
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, gates and fences
- c) the first £100 of every claim
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 of section one
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
- c) the first £250 of every claim
- d) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- e) for loss or damage caused by any person lawfully on the **premises**
- f) for loss or damage caused by the failure or lack of grout and/or sealant
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the first £100 of every claim
- c) for loss or damage caused by faulty workmanship
- d) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- a) for loss or damage while the **home** is **unoccupied** or not **furnished** enough to be normally lived in
- b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows a violent and forcible entry or exit
- c) the first £100 of every claim
- a) the first £100 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) for loss or damage caused by persons lawfully on the **premises**
- c) the first £100 of every claim
- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
- b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- c) for loss or damage arising from faulty design, specification, workmanship or materials
- d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- e) the first £1,000 of every claim
- f) for loss or damage caused by coastal or river erosion
- g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- a) the first £100 of every claim
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) for loss or damage to gates and fences
- c) the first £100 of every claim

## SECTION ONE – BUILDINGS CONTINUED

### WHAT IS COVERED

This section of the insurance also covers

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

### WHAT IS NOT COVERED

**We** will not pay

- a) for damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) the first £100 of every claim
- a) for damage due to wear and tear or any gradually operating cause
- b) the first £100 of every claim
- a) any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- a) any expenses for preparing a claim or an estimate of loss or damage
- b) any costs if Government or local authority requirements have been served on **you** before the loss or damage
- c) any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- a) more than £750 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £750 in total
- a) if the **buildings** are insured under any other insurance
- a) more than £1,000 in any **period of insurance**
- a) the first £100 of every claim
- b) more than £1,500 in any **period of insurance**
- c) loss or damage while **your home** is **unoccupied**, lent, let or sublet to anyone other than **your** family

## SECTION ONE – ACCIDENTAL DAMAGE TO THE BUILDINGS

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

### WHAT IS COVERED

This extension covers

**Accidental damage** to the **buildings**

### WHAT IS NOT COVERED

**We will not pay**

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

### Settling claims

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

#### HOW WE DEAL WITH YOUR CLAIM

1. If **your** claim for loss or damage is covered under Section One – Buildings, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage and
- the sum insured is enough to pay for full **cost of rebuilding** the **buildings** in their present form and
- the damage has been repaired or loss has been reinstated.

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

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

#### YOUR SUM INSURED

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

#### INDEX LINKING

The sums insured in Section One – Buildings will be index linked at each renewal of **your** policy in line with the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

#### LIMIT OF INSURANCE

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

## SECTION TWO – CONTENTS

### WHAT IS COVERED

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

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

### WHAT IS NOT COVERED

We will not pay

- a) for loss or damage caused by smoke damage due to any gradually operating cause
- b) the first £100 of every claim
- a) the first £100 of every claim
- a) for **property** in the open
- b) the first £100 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) the first £250 of every claim
- c) for loss or damage to the **buildings** caused by wet or dry rot
- d) for loss or damage caused by the failure or lack of grout and/or sealant
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) for loss or damage caused by faulty workmanship
- c) the first £100 of every claim
- a) for loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry or exit
- b) any amount over £500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages
- c) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- d) the first £100 of every claim
- a) the first £100 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) for loss or damage caused by persons lawfully on the **premises**
- c) the first £100 of every claim
- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- b) for loss or damage arising from faulty design, specification, workmanship or materials
- c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
- d) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- e) for loss or damage by coastal or river erosion
- f) the first £1,000 of every claim
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) the first £100 of every claim

## SECTION TWO – CONTENTS CONTINUED

### WHAT IS COVERED

This section of the insurance also covers

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

### WHAT IS NOT COVERED

**We will not pay**

- a)** for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- b)** for damage to tapes, records, cassettes, discs or computer software
- c)** for mechanical or electrical faults or breakdown
- d)** for loss or damage whilst the **home** is lent, let or sublet.
- e)** for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- f)** the first £100 of every claim
- a)** for loss or damage whilst the **home** is lent, let or sublet
- b)** for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- c)** the first £100 of every claim
- d)** for the cost of repairing, removing or replacing frames
- a)** for **contents** outside the **United Kingdom**
- b)** for **money** or **credit cards**
- c)** any amount over 20% of the sum insured under Section Two - Contents for **contents** in a furniture store
- a)** any amount over 20% of the sum insured under Section Two - Contents for the **contents** of the **buildings** damaged or destroyed
- a)** any amount over 20% of the sum insured under Section Two - Contents for the **contents** of the **buildings** damaged or destroyed
- a)** for damage due to wear and tear or any gradually operating cause
- b)** the first £100 of every claim
- a)** any amount over 10% of the sum insured under Section Two - Contents for the **contents** of the **buildings** damaged or destroyed
- b)** for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings
- c)** for loss or damage arising from **subsidence, heave** or **landslip**
- d)** for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- e)** for loss or damage while the **buildings** are not **furnished** enough to be normally lived in
- f)** the first £100 of every claim

## SECTION TWO – CONTENTS CONTINUED

### WHAT IS COVERED

This section of the insurance also covers

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

### WHAT IS NOT COVERED

**We** will not pay

- a) any amount over £250 in total
  
- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under Section One – Buildings and Section Two - Contents, **we** will not pay more than £1,000 in total
  
- a) damage to china, glass and similar brittle items, unless they have been packed by professional packers.
- b) the first £100 of every claim
- c) loss or damage that is not reported within 7 days of **your contents** being delivered to **your new home**
- a) any amount over £250 in total
  
- a) any amount over £2,500 in total
- b) any amount over £250 for any one single item, pair, set or collection
- c) theft cover unless following forcible and violent entry or exit
- d) the first £100 of every claim
  
- a) any amount over £2,000 in total
- b) any amount over £250 for any one single item, pair, set or collection
- c) any amount over £250 in total any one **period of insurance** in respect of computer games, videos, DVD's, CD's and similar media
- d) theft cover unless following forcible and violent entry or exit
- e) pedal cycles, computer equipment, musical instruments or sports equipment
  
- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action
- c) any amount over £500 in total
- d) the first £100 of every claim
  
- a) any amount over £500 in total
- b) the first £100 of every claim
  
- a) any amount over £150 in total
  
- we** will not indemnify **you** for **bodily injury** arising directly or indirectly
  - a) from any vehicle outside the **premises**
  - b) from any vehicle used for racing, pacemaking or speed testing
  - c) from any communicable disease or condition
  - d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**

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

## SECTION TWO – ACCIDENTAL DAMAGE TO CONTENTS

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

### WHAT IS COVERED

This extension covers

**Accidental damage to the contents within the home**

### WHAT IS NOT COVERED

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under Section Two - Contents
- 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 unless specified in the **schedule**
- f) for **money, credit cards**, documents or stamps
- g) for damage to contact, corneal or micro corneal lenses
- h) for damage while the **home** is lent, let or sublet
- i) for damage caused by wear and tear, insects, **vermin**, birds, domestic pets, infestation, corrosion, damp, wet or dry rot, mould, frost or any gradually operating cause
- j) for damage arising out of faulty design, specification, workmanship or materials
- k) for damage from mechanical or electrical faults or breakdown
- l) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- n) for the first £100 of every claim
- o) for loss or damage arising from demolition, structural alteration or structural repair of the **buildings**

### Settling claims

Conditions that apply to Section Two - Contents only

#### HOW WE DEAL WITH YOUR CLAIM

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

#### YOUR SUM INSURED

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

#### INDEX LINKING

The sums insured in Section Two - Contents will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

#### LIMIT OF INSURANCE

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

## SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS

### What is covered

This insurance covers

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

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

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

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

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

### Mobile Phone

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

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

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

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

### What is not covered

**We** will not pay

- for damage caused by moth, **vermin**, dry or wet rot, wear and tear or any gradually operating cause
  - for damage from electrical or mechanical faults or breakdown
  - any amount over £1,000 for any one item including articles forming part of a pair or set unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
  - for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
  - for damage to guns caused by rusting or bursting of barrels
  - for breakage of any sports equipment whilst in use
  - for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids or dental appliances
  - for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
  - the first £50.00 of every claim in respect of unspecified items
  - Computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
  - any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised **occupant**
  - any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
- to make up any shortages due to error or omission
  - for loss of value
  - the first £50.00 of every claim
  - more than the amount shown in the **schedule**

a) for loss or damage to:

- tyres,
- lamps,
- accessories,

unless the cycle is stolen or damaged at the same time

- for loss or damage due to wear and tear or any gradually operating cause
- for damage from mechanical or electrical faults or breakdown
- for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- more than £500 per cycle unless specified in the **schedule**
- the first £50 of every claim
- for loss or damage due to wear and tear or any gradually operating cause
- for damage from mechanical or electrical faults or breakdown
- any amount over £100 unless specified in the **schedule**
- if the **mobile phone** and sim card are not registered to **you**.
- any loss if the mobile phone was not purchased within 3 years of the date of the loss/claim

## Settling claims

Conditions that apply to Section Three - **Valuables and Personal Possessions** only

### HOW WE DEAL WITH YOUR CLAIM

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

### YOUR SUM INSURED

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

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

### INDEX LINKING

The sums insured in Section Three - Valuables and Personal Possessions will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

### LIMIT OF INSURANCE



**SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS**

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

## SECTION 4 – PERSONAL LEGAL EXPENSES – MAIN RESIDENCE

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

#### Proportional Costs

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

#### Duty of Disclosure

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

#### Suspension of Cover

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

## SECTION 4 – PERSONAL LEGAL EXPENSES – MAIN RESIDENCE

### DEFINITIONS

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been started or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Legal or accountancy fees and disbursements incurred by the <b>Adviser</b> .
<b>Conditional Fee Agreement</b>	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.
<b>Conflict of Interest</b>	There is a <b>Conflict of Interest</b> if <b>We</b> administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Costs</b>	Standard Advisers' Costs and Adverse Costs
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Data Protection Legislation</b>	The relevant Data Protection Legislation in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>HM Revenue and Customs Full Enquiry</b>	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of <b>Your</b> PAYE income or gains.
<b>Insurer</b>	AmTrust Europe Limited.
<b>Insured Event</b>	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.  <b>Identity Fraud</b> In a claim arising from <b>Identity Fraud</b> the <b>Insured Event</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.  <b>Tax</b> In accountancy matters the <b>Insured Event</b> arises on the date that <b>You</b> or <b>Your Adviser</b> are contacted either verbally or in writing, by the relevant department of <b>HMRC</b> advising <b>You</b> of either dissatisfaction with <b>Your</b> returns, or amounts paid, or notice of intention to investigate.  For the purposes of the <b>Maximum Amount Payable</b> , only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Event</b> is -stated below: <b>Tax:</b> £25,000 <b>All other sections:</b> £50,000
<b>Period of Insurance</b>	The <b>Period of Insurance</b> declared to and accepted by <b>Us</b> , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	The United Kingdom, The Isle of Man and the Channel Islands.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the <b>Insurer</b> .
<b>You / Your</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to <b>Your</b> family members normally resident with <b>You</b> . If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to <b>Your</b> death.
<b>Vehicle</b>	Any motor <b>Vehicle</b> or motorcycle owned by <b>You</b> .

## 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

- a) Where the amount in dispute is less than £125 plus VAT
- b) Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- c) 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

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

- a) 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
- b) For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your** contract of employment or the costs associated with any compromise agreement
- d) Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- f) For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay

## PROPERTY INFRINGEMENT

What is insured

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

What is not insured

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

## MOTOR PROSECUTION DEFENCE

**What is insured**

**Advisers' Costs** to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a **Vehicle**. Pleas in mitigation are covered where there is a 51% or greater 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**

- a) Following an allegation of intentional violence or dishonesty
- b) 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.
- c) 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
- d) 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**

- a) Where the amount in dispute is less than £125 plus VAT
- b) Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- c) 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**

- a) Where deliberate misstatements or omissions have been made to the authorities
- b) Where the Special Compliance Officer is investigating **Your** affairs
- c) For accountancy fees which relate to **Your** business trade or profession
- d) In respect of income or gains which have been under-declared because of false representations or statements by **You**
- e) For **Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs
- f) For **Advisers' Costs** arising after **You** receive a notice telling **You** that the enquiry has been completed
- g) 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**:-

- a) 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**
- b) 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**
- c) 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

- a. Where **You** have not been the victim of **Identity Fraud**
- b. 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
- c. Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- d. Where the claim is false or fraudulent
- e. Where **You** did not take reasonable precautions against **Identity Fraud** or take action to protect yourself from **Identity Fraud**
- f. Where the **Identity Fraud** has been carried out by somebody living with **You**
- g. 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
- h. For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Fraud**
- i. **You** must agree to be added to the CIFAS Protection Register if **We** recommend it.

### 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 **Our** legal document service. This will provide **You** with:

- a) Access to a range of free legal document templates
- b) A step by step walkthrough to assist **You** in completing the documents
- c) 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.arclegal.co.uk/legaldocuments](http://www.arclegal.co.uk/legaldocuments) where **You** can register **Your** details using the voucher code available from **Your** insurance advisor

## SECTION 4 – GENERAL EXCLUSIONS

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

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

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

- a) **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
- b) The amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice
- c) **Advisers' Costs** arising from any private prosecution
- d) Damages, interest, fines or costs awarded against **You** in a criminal court
- e) Claims over loss or damage where that loss or damage is covered under another insurance
- f) Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**
- g) Any claim **You** make which is false or fraudulent
- h) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- i) Appeals without the prior written consent of **Us**
- j) 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
- k) Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence
- l) **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims
- m) For disputes in relation to the sale, purchase or adverse possession of **Your** main home

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

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

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

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



## SECTION 4 – CONDITIONS

### 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:

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

### CLAIMS

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this 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 <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld  
**We** may reach a settlement of the **Legal Action**.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
  - (i) Represent **You** in accordance with **Our** standard conditions of appointment.
  - (ii) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.
  - (iii) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
- d) The **Adviser** will:-
  - (i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - (ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - (iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - (iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - (v) Submit bills for assessment or certification by the appropriate body if requested by **Us**. vi.) Attempt recovery of costs from third parties.
  - (vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

### 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 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

## SECTION 4 – CONDITIONS

### PROPORTIONALITY

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

### 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:

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

### FRAUD

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

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

### ENGLISH LAW AND LANGUAGE

This contract is governed by English Law and 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 4 – CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline. Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. 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.

### Privacy and Data Protection Notice

#### 1. Data Protection

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

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

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

#### 3. Sensitive Personal Data

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

#### 4. Disclosure of Your Personal Data

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

#### 5. Your Rights

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

#### 5. Retention

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

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

#### 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:-

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

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

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

## SECTION 4 – CUSTOMER SERVICES INFORMATION

### Compensation

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

### Authorisation

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

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

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:-

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

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

### IMPORTANT CONDITIONS

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

#### Prospects of Success

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

#### Proportional Costs

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

#### Duty of Disclosure

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

#### Suspension of Cover

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

## SECTION 4 – LANDLORDS PERSONAL LEGAL EXPENSES

### 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

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been started or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Reasonable legal or accountancy fees and disbursements incurred by the <b>Adviser</b> or other legal representative with <b>Our</b> prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.
<b>Conditional Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> or between <b>Us</b> and the <b>Adviser</b> which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> or <b>Us</b> for their own fees.
<b>Conflict of Interest</b>	There is a <b>Conflict of Interest</b> if <b>We</b> administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>HM Revenue and Customs Full Enquiry</b>	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of <b>Your</b> PAYE income or gains.
<b>Insured Property</b>	The property insured under the underlying policy to which this insurance attaches.
<b>Insurer</b>	AmTrust Europe Limited.
<b>Insured Event</b>	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.

## SECTION 4 – LANDLORDS PERSONAL LEGAL EXPENSES

<b>Identity Fraud</b>	In a claim arising from <b>Identity Fraud</b> the <b>Insured Event</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.
<b>Tax</b>	<p>In accountancy matters the <b>Insured Event</b> arises on the date that <b>You</b> or <b>Your Adviser</b> are contacted either verbally or in writing, by the relevant department of <b>HMRC</b> advising <b>You</b> of either dissatisfaction with <b>Your</b> returns, or amounts paid, or notice of intention to investigate.</p> <p>For the purposes of the <b>Maximum Amount Payable</b>, only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions, or The defence of motor and criminal prosecutions.
<b>Maximum Amount Payable</b>	<p>The maximum payable in respect of an <b>Insured Event</b> is -stated below:</p> <p>Tax, Tenant Eviction and Criminal Prosecution Defence: <b>£25,000</b> <b>All other sections: £50,000</b></p>
<b>Period of Insurance</b>	The <b>Period of Insurance</b> declared to and accepted by <b>Us</b> , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents
<b>Territorial Limits</b>	The United Kingdom, The Isle of Man and the Channel Islands.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the <b>Insurer</b> .
<b>You / Your</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance advisor and is resident at the <b>Insured Property</b> to which this cover attaches. Cover also applies to <b>Your</b> family members normally resident with <b>You</b> . If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to <b>Your</b> death.
<b>Vehicle</b>	Any motor <b>Vehicle</b> or motorcycle owned by <b>You</b> .

### 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**

- a) Where the amount in dispute is less than £125 plus VAT
- b) Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- c) 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

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

- a) 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
- b) For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any compromise agreement
- d) Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- f) For **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

## 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 51% or greater 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

- a) Following an allegation of intentional violence or dishonesty
- b) 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.
- c) 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
- d) 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

- a) Where the amount in dispute is less than £125 plus VAT
- b) Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- c) 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

- a) Where deliberate misstatements or omissions have been made to the authorities
- b) Where the Special Compliance Officer is investigating **Your** affairs
- c) For accountancy fees which relate to **Your** business trade or profession
- d) In respect of income or gains which have been under-declared because of false representations or statements by **You**
- e) For **Advisers' Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- f) For **Advisers' Costs** arising after **You** receive a notice telling **You** that the enquiry has been completed
- g) 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**:-

- a) 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**
- b) 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**
- c) 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

- a) Where **You** have not been the victim of **Identity Fraud**
- b) 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



## SECTION 4 – COVER

- c) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- d) Where the claim is false or fraudulent
- e) Where **You** did not take reasonable precautions against **Identity Fraud** or take action to protect yourself from **Identity Fraud**
- f) Where the **Identity Fraud** has been carried out by somebody living with **You**
- g) 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
- h) 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.

### 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:-

- a) 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
- b) Where **You** are in breach of any rules, regulations or Acts of parliament relating to the deposit
- c) Where the amount in dispute is less than £250 including VAT
- d) Where the **Insured Event** began to occur within the first 90 days of the **Period of Insurance**
- e) 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

- a) Arising from any activities other than those directly and solely arising from **Your** ownership of the **Insured Property**
- b) 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
- c) Arising from **Your** common partnership, trust or committee unless this relates directly and solely to **Your** ownership of the **Insured Property**
- d) Arising from seepage, pollution or contamination of any kind
- e) For manslaughter
- f) Arising from Health & Safety at Work etc. Act 1974 breaches resulting in prosecution

### 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** online legal document service. This will provide **You** with:

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

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

## SECTION 4 – GENERAL EXCLUSIONS

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

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

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

- a) **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
- b) The amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice
- c) **Advisers' Costs** arising from any private prosecution
- d) Damages, interest, fines or costs awarded against **You** in a criminal court
- e) Claims over loss or damage where that loss or damage is covered under another insurance
- f) Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**
- g) Any claim **You** make which is false or fraudulent
- h) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- i) Appeals without the prior written consent of **Us**
- j) 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
- k) Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence
- l) **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims
- m) 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: -

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

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

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

## SECTION 4 – CONDITIONS

### 1. CANCELLATION

**You** may cancel this insurance at any time by writing to **Your** insurance advisor providing fourteen days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim against the insurance.

**We** may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

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

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

### 2. CLAIMS

- a) You must notify claims as soon as possible once You become aware of the incident and within no more than 180 days of You becoming aware of the incident. There will be no cover under this 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](http://www.arclegal.co.uk/informationcentre). Alternatively, We will send **You** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld
- c) **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
  - i.) Represent **You** in accordance with **Our** standard conditions of appointment.
  - ii.) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.
  - iii.) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
- d) The **Adviser** will:-
  - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**. vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- e) **You** shall supply all information requested by the **Adviser** and **Us**.
- e) **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**.
- e) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

### 3. DISPUTES

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.

### 4. PROSPECTS OF SUCCESS

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

positive outcome are:

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

#### **5. PROPORTIONALITY**

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

#### **6. 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 **You** share of the claim even if the other insurer refuses the claim.

#### **7. DISCLOSURE**

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

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

#### **8. FRAUD**

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

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

#### **9. ENGLISH LAW AND LANGUAGE**

This contract is governed by English Law and the language for contractual terms and communication will be English.

#### **10. CHANGE IN LAW**

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

## SECTION 4 – 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 <https://claims.arclegal.co.uk>. 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.

Privacy and Data Protection Notice

### PRIVACY AND DATA PROTECTION NOTICE

#### 1. Data Protection

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

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

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

#### 3. Sensitive Personal Data

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

#### 4. Disclosure of Your Personal Data

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

#### 5. Your Rights

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

#### 6. Retention

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

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

## SECTION 4 – CUSTOMER SERVICES INFORMATION

**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:-**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
**CO4 5YD**

Tel 01206 615000

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

The Financial Ombudsman Service contact details are:-

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

### **Compensation**

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

Authorisation

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

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

## SECTION 5 – LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One - Buildings or the **contents** are insured under Section Two - Contents of this insurance.

### PART A

Part A of this section applies in the following way:

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

#### WHAT IS COVERED

We will indemnify **you**

- (i) as owner or occupier for any amounts **you** become legally liable to pay as damages for
- **bodily injury**
  - damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

- (ii) as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

#### WHAT IS NOT COVERED

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

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



## SECTION 5 – LEGAL LIABILITY TO THE PUBLIC CONTINUED

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One - Buildings or the **contents** are insured under Section Two - Contents of this insurance.

### PART B

#### WHAT IS COVERED

**We** will pay for

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

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

### PART C

**We** will indemnify **you** for

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

#### WHAT IS NOT COVERED

**We** will not indemnify **you**

for any amount in excess of £100,000

**We** will not indemnify **you**

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

### 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.

## NOTICE TO THE INSURED

### LAW APPLICABLE TO CONTRACT

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

### CUSTOMER-CARE POLICY

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

**We** may record phone calls.

For complaints about claims, contact:

**Ageas Insurance Limited Per Davies Managed Systems Limited**  
P.O. Box 2801  
Stoke-on-Trent  
Staffordshire  
ST4 9DN  
Telephone: 0344 371 2390

For complaints about policy administration and documents, contact:

#### County Insurance Services Limited

County House  
Langford Lane  
Kidlington  
OX5 1LQ  
Telephone 01865 844980  
Email: [schemes@county-insurance.co.uk](mailto:schemes@county-insurance.co.uk)

**We** promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 8 weeks. If this is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact **you** again.

#### FINANCIAL OMBUDSMAN SERVICE

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

Their address is:

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

**Phone** (from a land line): 0800 023 4567  
(from a mobile): 0300 123 9123

**You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

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

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

#### FINANCIAL CONDUCT AUTHORITY

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

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

#### FINANCIAL SERVICES COMPENSATION SCHEME

**We**, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100**.

**County Insurance Services Limited** are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267).  
Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

Ageas Insurance Limited Registered Number: 354568. Registered in England and Wales. Registered Office Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.