

‘All Risks’ Home and Contents Insurance Certificate 2020

This insurance is underwritten by the following leading insurer:-

Fairmead Insurance Limited

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

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

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

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

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

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

The written authority (which number is shown in the schedule) allows your broker to sign and issue this certificate of behalf of Fairmead Insurance Limited.

Under a facility managed and administered by Pen Underwriting Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Pen Underwriting Limited are authorised and regulated by the Financial Conduct Authority.

INSURANCE CERTIFICATE

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The **schedule** lists the sections of the insurance which apply to **you** and the amounts for which **you** are covered under each section.

You should check the **schedule** to make sure it is correct and read this certificate to make sure it covers **your** needs. If there are any mistakes **you** should contact **us** immediately. **Our** address and telephone number are on the **schedule**.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** are based, or, if **you** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** are based.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** are based, or, if **you** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** are based.

SEVERAL LIABILITY

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each insurer's proportionate liability will be provided upon request.

Language of Contract of Insurance

Unless otherwise agreed the language of this contract of insurance shall be English.

Cancelling this Policy

Cooling-off Period

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

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

whichever is the latter. Providing no claim has been made we will refund your premium in full.

Your Right to Cancel

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

- On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis, providing no incidents have occurred which give rise to a claim.
- On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

Our Right to Cancel

We can cancel your policy by giving you 30 days written notice at your last known address if:

- We have identified serious grounds (such as the use or threat of violence or aggressive behaviour against our staff, contractors or property)
- There is a change in risk occurring which increases the risk under your policy and which we are unable to insure
- You breach any terms and conditions of your policy
- There is a default in instalment payments due under any linked loan agreement

If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance providing no claims have been made.

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

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

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

Please note that upon cancellation of this policy your Broker may impose a charge.

Please contact your Broker for further information.

Complaints

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

Any enquiry or concern about this Policy should be addressed in the first instance, to **your broker**.

Policy EnquiriesHeritage Insurance Agency

The Office
Highlands
Fordham Road
Mount Bures
Sudbury
Suffolk CO8 5AZ

Tel: 01787 229 200

Fax: 01787 229053

Email: info@heritageinsuranceagency.co.uk**Claims Enquiries**The Claims Team

PO Box 1291
Preston
PR2 0QJ

Tel: 0330 102 6062

Email: prestonnewclaims@ryandirectgroup.co.uk

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

For Policy related complaints:Customer Care Line

3 Atlantic Quay
20 York Street
Glasgow
G2 8JH

Tel: 0141 285 3539

Email: pencomplaints@penunderwriting.com**For Claims related complaints:**Customer Care Line

Ryan Direct Group
Quay Point
Lakeside Boulevard
Doncaster
DN4 5PL

Tel: 0344 854 2072

Email: customer.relations@ryandirectgroup.co.uk

If **you** remain dissatisfied, **you** may refer the matter at any time to:

Financial Ombudsman Service.

Exchange Tower
Harbour Exchange Square
London, E14 9SR.

Telephone: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.ukWebsite: www.financial-ombudsman.org.uk

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

Your right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service.

Compensation

Fairmead Insurance Limited is a member of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if insurers are unable to meet their liabilities under this policy. The levels of compensation available under the scheme for insurance are 100% of the claim for compulsory insurance and 90% of the claim for non-compulsory insurance, both compensatory levels are without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme website at <http://www.fscs.org.uk/>.

MEANING OF WORDS

This section sets out the meaning of the words which are printed in bold type in the insurance certificate.

Bank cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Bodily injury

Death, illness, injury or disease

Buildings

- The physical structure of the **home**
- The decorations, fixtures and fittings, including fixed glass and double glazing attached to the **home**
- Garages, outbuildings, greenhouses, permanently installed swimming pools (but not swimming pool covers), fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates, fences, fixed central heating installations, fixed fuel and septic tanks
- Domestic oil pipes, underground water supply pipes, underground sewers, drains and septic tanks, underground gas pipes, underground cables, solar panels, wash basins, pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels (“**sanitary ware**”) and ceramic hobs.

The following are not included as **Buildings**: satellite dishes, radio and television aerials, their fittings and masts.

Contents

- * Household goods and **personal possessions**
- * Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- * Property in the open but within the **home**
- * **Money and bank cards**
- * Deeds, registered bonds and other personal documents
- * Stamps and coins forming part of a collection
- * Gold, silver, gold and silver plated articles, jewellery and furs

The following are not included as **contents**:

- * Motor vehicles (other than garden machinery), caravans, trailers or water craft or their accessories
- * Any living creature
- * Any part of the **buildings**

Excess

The amount payable by **you** in the event of a claim as stated in the Certificate of Insurance

Family

Any relative (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners
“Family” does not include lodgers or tenants.

Fine Art

Art, antiques, paintings or any other collectible having an aesthetic value.

Home

The private residence at the address shown in the **schedule** which consists of the **buildings** and any garden or land at that address.

Money

Cash, cheques, postal orders, bankers drafts, travellers cheques, savings stamps, savings certificates, premium bonds, current postage stamps, gift tokens or trading stamps.

Our/we/us

The Insurers identified in the **schedule** who provide the insurance under sections A and B.

Period of insurance

The period shown on the **schedule**. If the **schedule** only gives the start date of the period of insurance, then the period of insurance continues for so long as **you** pay every monthly premium when it is due, until this insurance is cancelled in accordance with the cancellation condition on page 4.

Personal possessions

Clothing, baggage, guns, sports equipment and other items normally worn or carried about the person, but not including **valuables, money, bank cards**, pedal cycles, car keys, car alarm controls or similar vehicle accessories.

Schedule

The **schedule** we have issued which gives details of **you**, the **home**, the sums insured, the **period of insurance** and the sections of this insurance which apply

Settlement

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

Subsidence

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building

Landslip

Downward movement of sloping ground.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands

Valuables

- * Jewellery, pearls or gemstones
- * Furs
- * Watches
- * Cameras, binoculars, telescopes, other photographic equipment, audio equipment, camcorders and other video equipment
- * Gold, silver, gold and silver plated articles

You/your

The person(s) named in the **schedule** and all members of their **family** who permanently live in the **home** unless issued in the name of a Trust Company, Limited Company or Partnership for the protection of the individual person and or family.

GENERAL CONDITIONS AND EXCLUSIONS

This section sets out the terms and conditions which apply to all the sections of this insurance.

This section contains a number of exclusions - paragraphs which say when **we** will not pay any claim under any section of this insurance. In addition, the various sections of this insurance certificate booklet also contain exclusions which only apply to those sections.

Keeping us informed

You must also tell **your** broker within fourteen days of becoming aware:

- of any intended alterations, extension or renovation to the buildings. **You** do not need to tell us about internal alterations to the buildings.
- if someone other than **your family** is going to live in the home,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in your schedule,
- of any change to the use of the home. For example if the buildings are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the buildings. For example, if the buildings are to stop being your permanent residence or are to be unoccupied for any continuous period exceeding thirty days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If the information provided by **you** is not complete and accurate, **we** may:-

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

Amount of any claim

The most **we** will pay in respect of any claim is the amount shown against the relevant section or item in the **schedule**. The limits of insurance under section A shall be increased each month in line with the following:

Limit of insurance for **buildings**: The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Limit of insurance for **contents**: The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

Should the index fall, **we** will not reduce the limit of insurance below that stated in the **schedule**. **We** will not charge any extra premium for these monthly increases, but at each renewal **we** will calculate the new premium using the increased limit of insurance.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

In the following cases, the amount we will pay in respect of any claim is limited:

The most we will pay, unless separately specified in the **schedule**, for

- loss or damage to the **contents** in the open for any one claim is £2,500
- for stamps and coins forming part of any collection for any one claim is £2,500
- gold, silver, gold and silver plated articles, jewellery and furs for any one claim is £10,000
- **valuables** or **personal possessions** for any one item is £5,000
- **fine art** for any one claim is £15,000
- loss of **money** for any one claim is £1,000
- loss of **bank cards** for any one claim is £1,000
- deeds and registered bonds and other personal documents is £2,500 in total
- any loss or damage to pedal cycles is £1,000 in total during the **period of insurance**.
- temporary storage of furniture and temporary living arrangements for **your** pets for any one claim is £1,000
- the costs of alternative living arrangements because **you** cannot live in the **home** is for a maximum of 24 months but limited to 25% of the sum insured for the **buildings** &/or the **contents**.
- the cost of replacing locks for any one claim is £2,500
- loss of oil from a fixed domestic central heating installation is £2,500
- the cost of replacing food in **your** fridge or freezer for any one claim is £500
- trace and access is £10,000 in total during the **period of insurance**
- garden repair is £2,500 in total during the **period of insurance**
- business equipment for any one claim is £5,000
- new purchases for any one claim is £5,000
- wedding, Christmas and birthday gifts is 10% of the sum shown in the **schedule** as the sum insured for **contents**
- increased metered water charges is £2,500 in total during the **period of insurance**
- any loss from any vehicle when that vehicle was left unattended and without an authorised occupant is £1,000.
- loss of jewellery from any hotel room during **your** absence from the room is £5,000 in total during the **period of insurance**

In the following circumstances, you must pay the first amount of each claim:

You must pay the first £250 of every claim for loss or damage to **buildings** and/or **contents**, **valuables** and/or **personal possessions** not listed in the **schedule**, except caused directly or indirectly by subsidence, heave or landslip.

For loss or damage to **buildings** caused directly or indirectly by subsidence, heave or landslip **you** must pay the amount shown in the **schedule**.

You must pay the first £250 of every claim for any liability **you** have as tenant for loss or damage to the **home**.

If a claim involves more than one section only one **excess** will apply and this will be the higher amount.

However, if **you** have selected a voluntary **excess** as shown in the **schedule** this will apply in addition to the above amounts and if a claim involves more than one section the **excess** will apply to each section.

Subject to the limits set out above, and provided **you** pay the amount in respect of any claim **you** must pay (as set out above), **we** will pay in respect of any loss or damage:

The full cost of repair of **buildings**, provided the **buildings** were in a good state of repair immediately prior to the loss or damage and the damage has actually been repaired or the loss reinstated. **We** will also pay expenses **you** have to pay following loss or damage to the **buildings** for the cost of removing debris and making the **buildings** safe, for architects', surveyors', consulting engineers' and legal fees and costs **you** have to pay to comply with any government or local authority requirements. **We** will not pay any expenses for preparing a claim under this insurance or an estimate of loss or damage or any costs of complying with any government or local authority requirements if **you** knew of those requirements before the loss or damage to the **buildings**.

We will pay any increased metered water charges **you** have to pay following an escape of water which has been the subject of a claim insured under section A or under section B.

For loss or damage to **contents, personal possessions** and pedal cycles, **we** may repair or replace any article lost or damaged. If **we** do not do so, **we** will pay for the cost of replacing the article as new provided that the new article is as close as possible to but not an improvement on the original article when it was new and provided **you** have actually paid or **we** have authorised the cost of replacement.

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

You must ensure that the sum insured for **buildings** represents the full cost of rebuilding the **buildings** (including removing debris, making the **buildings** safe and all fees and costs) and that the sum insured for **contents** represents the full cost of replacing the **contents** as new.

You must ensure that the sum insured for **fine art** and **valuables** represents the full cost of replacing these articles.

We will pay only the cost of repair or replacement as set out above, and will not pay any loss of profits or any claim for the loss of value of any **buildings** or **contents** after they have been repaired.

After **we** have paid any claim, this insurance shall continue for the rest of the **period of insurance** for the full amount of the sum insured, without any deduction, provided that **you** have actually repaired or replaced the items previously lost or damaged.

The following paragraphs clearly explain the policy's terms, conditions and exclusions. Please take time to read them and contact us should you require any further clarification.

Period of insurance

This insurance only applies to loss or damage, accidents or events which happen during the **period of insurance**. This insurance does not apply to any loss or damage or legal liability which is caused by or contributed to by anything which has happened before the start of the **period of insurance** or which happens after the end of the **period of insurance** unless it directly flows from an event during the **period of insurance** which **you** have told **us** about during or within one month after the end of the **period of insurance**.

Sums insured

You must ensure that **you** review **your** sums insured at full value - for **buildings** the sum insured must represent the estimated cost of rebuilding if the **buildings** were destroyed including fees and site clearance (and not the market value of the buildings). For **your contents** **you** must ensure that the sum insured represents the replacement cost as new. for **valuables** the sum insured should be the current market value.

What happens if **you** have a claim

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

If anything happens which you think may lead to any claim under this insurance, you must tell **us** within fourteen days. **We** will send **you** a claim form. **You** must complete and return that claim form to **us** with full details of the claim within thirty days of the incident. **You** must supply **us** or anyone we appoint to investigate the claim on **our** behalf with full details of what has happened including invoices or other evidence showing the cost or value or the items **you** have lost and estimates for repairs or replacements.

You must tell us before **you** destroy or throw away any damaged item or have any **buildings** or item repaired. **We** may want to see the damage. However, **you** may arrange for temporary repairs which are urgently needed to stop further damage.

If the claim or loss has been or appears to have been caused or contributed to by any crime, including theft or attempted theft or any person taking part in a riot, violent disorder or acting maliciously, **you** must tell the police as soon as possible and within 7 days of a riot. **You** must tell **us** the crime number which the police will give to **you**.

If **you** make a claim under this insurance, **we** have the right to the salvage of any insured property but **you** must not abandon any property to **us** unless we have previously asked **you** to do so. **We** are entitled to take the benefit of **your** rights against any other person as soon as **you** have told us about any possible claim under this insurance, whether before or after **we** have paid a claim. **You** must co-operate with **us** or any solicitors **we** may appoint to handle any such claim. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

False claims

If **you** or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect, including if **you** claim more than the amount which **you** have actually lost, **we** will not pay the claim or any part of it and all cover under this insurance shall cease. **We** will not pay any other claim and **we** will not refund the premium or any part of it. **You** may also be prosecuted for making false insurance claims.

Other insurance or guarantees

We will not pay any loss, damage or liability which is more specifically insured under any other policy of insurance or for which **you** are entitled to be compensated under any guarantee or by law (or would be so entitled if this insurance did not exist). If any item is insured both under this insurance and under any other insurance, then this insurance will only pay in excess of the limit of such other insurance. **You** must then pay the first amount of any claim under this insurance, as set out on page 8.

Business uses

This insurance only applies if the **home** is used for domestic purposes as **your** private residence. The insurance of **buildings** under this certificate does not apply if any part of the **home** is used exclusively for business purposes. The insurance of **contents, valuables and personal possessions, money and bank cards** under this certificate does not apply to any **contents, valuables or personal possessions, money or bank cards** used exclusively for business purposes. This insurance does not apply if **you** receive business visitors at the **home**.

Confiscation

We will not pay for any loss or damage or liability caused by confiscation, detention or seizure by any person exercising any legal powers including any statutory or regulatory authority, customs, police or other officials, or any other person acting under any order of any court of law.

When the **home** is unoccupied

If the **home** does not have sufficient furniture and furnishings for normal living purposes or **your home** is going to be unoccupied, and for the purposes of this condition unoccupied means **your** home is going to be left without any occupants for more than a total of thirty days in any insurance period, we will not pay for any loss or damage caused to **buildings** or **contents** by any of the following:

- Theft or attempted theft
- Escape of water from and frost damage to fixed water tanks apparatus or pipes
- Escape of oil from a fixed domestic central heating installation
- Smoke damage caused by any fault in any fixed domestic central heating installation
- Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- Accidental damage to buildings** insured under paragraph I of section A
- or loss of food in **your** fridge or freezer.

We will provide full insurance cover after **you** resume living at the **home**, provided it then has sufficient furniture and furnishings for normal living purposes.

You must tell **us** if **you** intend to leave the **home** unoccupied for more than thirty days. If **you** do not do so then **we** will not pay any claim under this insurance.

We will not pay any claim for **your** legal liability as tenant when the **home** is unfurnished or unoccupied.

Radioactive contamination and nuclear assemblies

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

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

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Electronic Data Exclusion Clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

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

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

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to ‘Trojan horses’, ‘worms’ and ‘time or logic bombs’.

War

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

How we hold your information

How we use your information

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

Who we are

This insurance is underwritten by Fairmead Insurance Limited

You are giving your information Fairmead Insurance Limited and their associated group companies (the Group). In this information statement, ‘**we**’ ‘**us**’ and ‘**our**’ refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details **we** hold about **you** and your transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share **your** information with other members of the Group to help **us** and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime

- Develop our services, systems and relationships with **you**
- Understand our customers' requirements
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where **we** have your permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to **us**, **our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement

We may transfer **your** information to other countries on the basis that anyone **we** pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

We will not keep **your** information for longer than necessary.

Sensitive Information

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, **you** must tell **us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell **us** about an incident, **we** will pass information relating to it to the registers.

How to contact us.

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. Any fee charged will be in line with the guidance issued by the Information Commissioners Office for such information requests. If **you** have any questions, or **you** would like to find out more about this notice you can contact **us** by writing to :

Data Protection Officer
Fairmead Insurance Limited
57 Ladymead
Guildford
Surrey
GU1 1DB

Transfer of interest

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

Biological and Chemical Contamination Clause

We will not pay for

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

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:-

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

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

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

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

Loss of money and bank cards

If **you** lose any **bank cards** **you** must notify **your** bank or card issuer immediately. **You** must comply with all the terms and conditions of your **bank card** provider.

We will not pay for:

- (a) any depreciation in value
- (b) any shortages caused by error or omission

Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

Existing and Deliberate Damage

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**

Wear and tear

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

Loss in value

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

Buying, selling or mortgaging the home

If **you** have sold the **home**, then during the period between **your** contract of sale and either the sale being completed or the end of the **period of insurance**, whichever happens first, the person buying the **home** shall have the benefit of the insurance against loss or damage to the **buildings** (if the **schedule** says that **buildings** are insured and there is no other insurance insuring the **buildings**).

If you have mortgaged the **home**, we recognise the rights of the mortgage lender under the insurance of the **buildings** (if the **schedule** says that **buildings** are insured). The rights of the mortgage lender will not be affected by anything **you** do which increases the risk of loss or damage to the **home** provided that the mortgage lender was not aware of **your** action. As soon as the mortgage lender becomes aware of **your** action, it must tell us in writing. **We** may charge an extra premium to **your** mortgage lender which **you** may have to repay to them.

Government Financial Sanctions

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

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

Ownership of property

Buildings, contents, valuables and personal possessions, money and bank cards are only insured if **you** own them or **you** are legally responsible for them under a hiring or other legal agreement.

Preventing claims

You must take all reasonable care to protect the items insured and to prevent loss or damage, accidents or injury.

Increase in premium

If the **schedule** says this insurance has a monthly premium, **we** may increase the monthly premium. If **we** increase the premium, **we** will give **you** one month's notice in writing at the **home**.

Pollution or contamination

We will not pay for any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
 - oil or water escaping from a fixed oil or fixed water installation,
- and which was not the result of any intentional act, and, which occurs during any 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.

Terrorism

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Defective design or construction

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

Rot

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

Sonic bangs

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

Breakdown

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

SECTION A - BUILDINGS AND CONTENTS

You are insured against physical loss or physical damage to the **buildings** (if the **schedule** says that **buildings** are insured) at the address stated in the **schedule** and/or the **contents, fine art and valuables** which happens anywhere in the world (if the **schedule** says that **contents, fine art and valuables** are insured) during the period of insurance provided that such loss or damage is not excluded under this section or the General Conditions and Exclusions.

The following extra exclusions also apply to the cover under this section:

We will not pay for any loss or damage:

- (a) Caused by storm, flood or weight of snow to swimming pools, hot tubs, tennis courts, drives, patios and terraces, gates, fences and domestic fixed fuel tanks in the open or **contents** in the open.
- (b) Caused by trees at the **home** being pruned, cut down or cut back.
- (c) to gates and fences caused by falling trees, telegraph poles or lamp posts, radio and television aerials, satellite dishes and their fittings and masts.
- (d) to radio and television aerials, satellite dishes and their fittings and masts themselves unless the **schedule** says that **contents** are insured.
- (e) to swimming pools and hot tubs caused by escape of water.
- (f) to swimming pools, hot tubs and domestic fixed fuel tanks caused by frost.
- (g) to data on tapes, records, cassettes, discs memory cards and sticks, computer and console games or computer software.
- (h) caused by the item damaged being altered, repaired, cleaned, maintained, dyed, renovated, dismantled or worked upon.
- (i) to guns caused by rusting or bursting of barrels.
- (j) to sports equipment when in use.
- (k) caused by the breaking of strings, reeds or drumheads forming part of any musical instrument.
- (l) to contact, corneal or micro-corneal lenses.
- (m) to an item being transported unless it is professionally packed or secured given the nature of the item and how it is transported.
- (n) caused by the failure of or lack of sealant &/or grout
- (o) caused by a rise in the water table (the level below which the ground is completely saturated with water)

We will not pay for any loss or damage caused by subsidence or heave of the site upon which the **buildings** stand or any landslip :

- (a) to swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates, fences, fixed domestic central heating installations, fixed fuel and septic tanks.
- (b) caused by coastal or river bank erosion.
- (c) caused by the **buildings** undergoing any structural repairs, alterations or extensions.
- (d) to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.
- (e) caused by normal **settlement** and/or any general deterioration of the building.

We will not pay for any loss or damage:

- (a) when the **home** is lent, let or sub-let.
- (b) caused by dryness, dampness or extremes of temperature or light.
- (c) caused by any kind of pollution and/or contamination unless it is caused by a sudden, identified, unexpected and unforeseen accident which happened in its entirety at a specific time during the **period of insurance** at the **home** and which is reported to **us** during the **period of insurance**, in which case all pollution and/or contamination caused by such accident shall be deemed to have happened at the time of such accident.
- (d) caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost

We will not pay for any loss:

- (a) of **valuables** from baggage unless that baggage is carried by hand and under **your** personal supervision.

Additional insurance

Note: II,III, IV, VII, VIII, IX, X and XI below only apply if the **schedule** says that **contents** are insured.

I Alternative accommodation

If **you** cannot live in the **home** because of loss or damage **we** have agreed to pay for under this section, **we** will pay up to a maximum of 25% of the sum insured for **buildings** &/or **contents** for:

- Reasonable additional costs of alternative living arrangements, substantially the same as **your** existing living arrangements, including up to 24 months rent.
- The reasonable cost of temporary storage of furniture removed from the **home** and temporary living arrangements for **your** domestic pets normally living in the **home**.

II Fatal accidents

If **you** are killed by fire or by violence by burglars at the **home**, then provided death occurs within 12 months of the fire or burglary, **we** will pay:

- £50,000 for each insured member of **your family** over 16 years of age at the date of death.
- £5,000 for each insured member of **your family** under 16 years at the date of death.

III Loss of keys

If **you** lose **your** keys to outside doors or to safes and alarms in the **home**, **we** will pay for the replacement of the locks to such outside doors, safes or alarms.

IV Food in fridges and freezers

If food in **your** fridge or freezer at the **home** becomes unfit for human consumption because of a change in temperature or contamination by refrigeration fumes, **we** will pay the cost of replacing that food.

We will not pay for any loss or damage:

- If the fridge or freezer is more than ten years old.
- If any electricity or gas supply is cut off or restricted by the electricity or gas company or fails because of any strike or other industrial action.

V Trace and access

If the **buildings** and/or **contents** are damaged by an escape of water from any fixed water tanks, apparatus or pipes **we** will pay the cost of finding the source of that escape of water.

VI Garden repair

If the garden, other than gates and fences, at the **home** is damaged by fire, lightning, storm, flood or collision by any vehicle or animal **we** will pay the cost of repair or reinstatement.

VII Business equipment

If the **schedule** says that **contents** are insured, business **contents** comprising office furnishings and office equipment are insured, when at the **home**.

VIII New purchases

If the **schedule** says that **contents** are insured, and **you** purchase or acquire additional **contents**, **we** will pay for any loss or damage to such purchases, provided that **you** notify **us** within twenty one days of purchase.

IX Wedding, Christmas and birthday gifts

If the **schedule** says that **contents** are insured, and **you** acquire any wedding, Christmas or birthday gifts, **we** will pay for loss or damage to such gifts. Wedding gifts are covered during the fourteen days before and the fourteen days after **your** wedding day, Christmas gifts during the month of December, and birthday gifts during the seven days before and the seven days after **your** birthday.

X Money and Bank Cards

You are insured against theft or accidental loss of **money** and **bank cards** anywhere in the world. This insurance includes any loss resulting from the fraudulent use of **your bank card**.

We will not pay for any loss:

- (i) from any vehicle when that vehicle was left unattended and without an authorised occupant.
- (ii) from any baggage unless that baggage is carried by hand and under **your** personal supervision.
- (iii) from any hotel room during **your** absence from the room.
- (iv) caused by deception.
- (v) caused by the use of **your bank card** by any person, where **you** have given **your bank card** to that person to use, even if he or she then makes an unauthorised or fraudulent use of it.

XI Pedal Cycles

You are insured against **accidental damage** or any loss to **your** pedal cycles occurring anywhere in the world

We will not pay for:

- (i) loss or damage to tyres, lamps or accessories, except when the cycle is stolen or damaged at the same time
- (ii) any loss or damage when the cycle is used for anything other than private domestic purposes, including loss or damage when the cycle is used for pace making, racing or is let out on hire.
- (iii) theft or attempted theft unless at the time of the theft the pedal cycle was locked to an immovable object or kept in a locked building.

How **we** deal with **your** claim

Conditions that apply to buildings only

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

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

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

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

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

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

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

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

Conditions that apply to contents only

- 1
 - a. Where the damage can be economically repaired **we** will pay the cost of repair
 - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
 - c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
 - d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to

- clothes
- pedal cycles

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

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

Conditions that apply to buildings and contents

Your sum insured

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

SECTION B - LEGAL LIABILITY

We will cover **your** legal liability for sums which **you** become legally liable to pay as compensation to third parties for **bodily injury** or damage to property caused by accidents which happen anywhere in the world during the **period of insurance**:

- a) If the **schedule** says that **buildings** are insured under section A, **we** will only pay liabilities **you** incur as owner but not as occupier.
- b) If the **schedule** says that **contents** are insured under section A, **we** will pay liabilities **you** incur:
 - (i) As occupier of the **home**.
 - (ii) As a private individual.
 - (iii) As employer of domestic employees employed in connection with the **home**.
 - (iv) As tenant, for loss or damage caused to the **home** by anything insured under section A, but not loss or damage caused by fire, lightning or explosion except to landlords' fixtures or fittings, nor loss or damage caused by subsidence, heave or landslip.
- c) If the **schedule** says that **buildings** are insured under section A, **we** will also cover **your** legal liability under Section 3 of the Defective Premises Act 1972 or article 5 of the Defective Premises (Northern Ireland) Order 1975 to pay compensation to any person for accidental **bodily injury** or **accidental damage** to property which happens during the **period of insurance** and is caused by faults in any private residence previously owned and occupied by **you**.
- d) If the **schedule** says that **contents** are insured under section A, **we** will also pay compensation for **bodily injury** or damage to property awarded to **you** by a court in the **United Kingdom** if, three months after the final judgment of the court (with no appeal being pending), the compensation has not been paid by the defendant and part b(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**. **You** must transfer to **us** all **your** rights against the defendant.

The most **we** will pay for any claim or claims under a), b) or c) of this section, other than b)(iv), arising from any one accident (or from a series of accidents caused by one event) is £5 million plus costs and expenses **you** incur with **our** previous agreement in defending any claim. However, the most **we** will pay for any pollution and/or contamination claim or claims is £5 million in total.

The most **we** will pay for any claim or claims under b)(iv) of this section is 15% of the amount shown in the **schedule** as the sum insured for **contents**.

The most **we** will pay for any claim or claims under d) of this section arising from any one accident (or from a series of accidents caused by one event) is £100,000 plus costs and expenses **you** incur with **our** previous agreement in defending any claim.

We will not pay any claim for any compensation or liability caused directly or indirectly by or arising from:

- (i) An agreement which imposes a liability which **you** would not otherwise have been under.
- (ii) Any profession, business, trade, employment or occupation carried on by **you**.
- (iii) Any **bodily injury** suffered by **you** or by any member of **your family** who permanently lives in the **home**, but this exclusion does not apply to compensation payable to **you** under part (d).
- (iv) Any damage to **your** property or the property of any member of **your** household or any other property in **your** possession, but this exclusion does not apply to compensation payable to **you** under part (d).
- (v) Any kind of pollution and/or contamination unless it is caused by a sudden, identified, unexpected and unforeseen accident which happened in its entirety at a specific time during the **period of insurance** at the **home** and which is reported to **us** during the **period of insurance**, in which case all pollution and/or contamination caused by such accident shall be deemed to have happened at the time of such accident.
- (vi) The cost of remedying any fault or alleged fault in any private residence previously occupied or owned by **you**.
- (vii) Any deliberate, criminal or malicious act by **you** or in which **you** have colluded.
- (viii) The ownership, custody, control or use of any animals. This exclusion shall not apply to horses (but it does apply to horses when being used for hunting, racing or playing polo) nor to cats or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.
- (ix) The ownership, custody, control or use of road vehicles or any other mechanically propelled or assisted vehicles. This exclusion shall not apply to domestic gardening equipment used within the boundary of the **home**.
- (x) Any power-operated lift other than stair lifts
- (xi) The ownership, custody, control or use of caravans, horse boxes, trailers or trailer tents. This exclusion shall not apply to caravans, horse boxes, trailers or trailer tents within the boundary of the **home**.

- (xii) The ownership, custody, control or use of aircraft, hovercraft, boats and boards or any other craft or equipment designed for use in or on air or water.
- (xiii) Any communicable disease including Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.
- (xiv) Any fines, penalties, punitive or exemplary damages.
- (xv) The Party Wall etc Act 1996

In addition under Part c) **we** will not pay for:

- (i) The cost of remedying any fault or alleged fault in any private residence previously occupied or owned by **you**.
- (ii) Any home previously owned and occupied by you in which you still hold legal title or have an interest.
- (iii) Any incident which happens more than seven years after the last day of the last insurance period in respect of any home previously insured by us and owned and occupied by you
- (iv) Anything owned by or the legal responsibility of your family
- (v) Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you)
- (vi) Liability arising from any employment, trade, profession or business of any of your family
- (vii) Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement

It is a special condition of this section that **you** must tell **us** as soon as possible, but no later than fourteen days, about any accident which may give rise to a claim against **you** and send us within fourteen days any writ or summons or other communication **you** receive. **You** must not admit liability (whether orally or in writing) or offer or agree to settle any claim or make any statement to anyone about the circumstances of any accident (unless **you** are required to do so by law) without **our** agreement. **We** may take over the defence or settlement of any claim brought against **you** by any other person. **You** must co-operate with **us** or any solicitors **we** may appoint to handle any claim and **you** must supply **us** or any solicitors **we** may appoint with a full and truthful account of the circumstances of any accident. **You** must supply **us** or any solicitors **we** may appoint with any documents which may be needed for the defence or settlement of any claim and **you** must sign any documents or attend any meetings or hearings which may be required in connection with the defence or settlement of any claim. **You** must comply with this condition or **we** will not pay any claim for **your** legal liability arising out of the accident. **You** must immediately tell **us** about any accident which may give rise to a claim by **you** for any compensation payable under this section and immediately send **us** any writ or summons which **you** may issue.

SECTION C - FAMILY LEGAL COSTS AND IDENTITY FRAUD PROTECTION

This insurance is managed by Arc Legal Assistance Limited and provided by Inter Partner Assistance SA.

If You make a valid claim under this insurance, Arc will appoint their panel solicitors, or their agents, to handle Your case. You are not covered for any other legal adviser's 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 an adviser of Your own choice You will be responsible for any Advisers' Costs in excess of Arc's Standard Advisers' Costs

The insurance covers Advisers' Costs and other costs and expenses as detailed under Section 3 shown below, up to the Limit of Indemnity where:-

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

Cover

Section 1. You are covered for 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. This includes the purchase of Your main home. The contract must have been made after You first purchased this insurance and, in respect of disputes over the purchase of Your main home, the purchase must have commenced at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

B Claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

C An action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your contract of employment. The breach of contract must have occurred at least 90 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

D Actions for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home. This section does not extend to divorce or matrimonial matters. 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.

E Claims for financial compensation for damages against a person or organisation that causes physical damage to the Your main home. The damage must have been caused after You first purchased this insurance.

Section 2. You are covered for:-

A Advisers' Costs to defend Your legal rights if an event leads to Your prosecution for an offence connected with the use or driving of a motor vehicle

There is no cover 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.

B Advisers' Costs to defend Legal Action brought against You following a breach of a contract You have for selling goods for the private and personal use of another person. This includes the sale of Your main home. The contract must have been made after the You first purchased this insurance and, in respect of disputes over the sale of Your main home, the sale must have commenced at least 180 days after the You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began

C Accountancy fees if You are subject to an H M Revenue and Customs Personal Full Enquiry into Your personal Income Tax position. This cover applies only if You have:-

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

Section 3. In respect of Insured Incidents arising from Identity Fraud You are covered for:-

A Advisers' Costs to deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies from You as a result of Identity Fraud

B Advisors Costs In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Fraud.

C Advisors Costs to defend your legal rights and/or take reasonable steps to remove County Court Judgements 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.

Limit of indemnity

Section 1&2: £60,000
Section 3: £15,000

Excess

Section 1D - £200
All other Sections - Nil

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 advice line.

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

Telephone legal advice line

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

Specialist lawyers are at hand to help You. If You need a lawyer or accountant to act for You and Your problem is covered under this insurance, the advice line will ask You to complete a claim form. If Your problem is not covered under this insurance, the advice line may be able to offer You assistance under a private funding arrangement.

Simply telephone 0844 770 1040 and quote OIM

Definitions

1 Adviser Arc's specialist panel solicitors or their agents appointed by Arc to act for You, or, and subject to Arc's agreement, where court proceedings have been started or a conflict of interest arises, another legal adviser nominated by You

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

3 Arc/ We/ Us Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurance Providers.

4 ComputerAny computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

5 Excess The amount that You must pay towards the cost of any claim

6 Identity Fraud A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act

7 Inland Revenue Enquiry An enquiry under Section 9A of the Taxes Management Act 1970 into Your PAYE income or gains

8 Insured Incident The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by

cause or time. In a claim arising from Identity Fraud the Insured Incident is a single act or series of acts against You by one person or group of people is considered to be one Identity Fraud

- 9 Insured Period One year from the inception or renewal date shown on Your insurance schedule.
- 10 You / Your Any person who has paid the premium and been declared to Arc by Your insurance advisor. Cover also applies to that person's family members normally resident with them. You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.
- 11 Limit of Indemnity The maximum payable in respect of an Insured Incident.
- 12 Legal Action(s) The pursuit or defence of civil legal cases for damages or injunctions, the defence of criminal prosecutions to do with Your employment and the defence of motor prosecutions
- 13 Standard Advisers' Costs The level of Advisers' Costs that would normally be incurred by Insurance Providers in using a nominated Adviser of Arc's choice
- 14 Territorial Limits Great Britain, Northern Ireland, The Isle of Man and the Channel Islands
- 15 Insurance Providers Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group

General Exclusions

1. There is no cover where:-

- The Insured Incident began to start or had started before You bought this insurance.
- You should reasonably have realised when buying this insurance that a claim under this insurance might be made.
- A reasonable estimate of the Your Advisers' Costs is more than the amount in dispute
- You fail to give full information to Arc or to the Adviser.
- Something you do or fail to do prejudices Your position or the position of the Insurance Providers in connection with the Legal Action.
- Advisers' Costs or any other costs and expenses incurred have not been agreed in advance or are above those for which Arc has given its prior written approval.

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

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- Computer software other than proprietary packaged software that has not been tailored to Your requirements.
- Works undertaken or to be undertaken by or under the order of any government or public or local authority.
- Planning law.
- Constructing buildings or altering their structure.

• Libel, Slander or verbal injury.

- A dispute between You and someone You live with or have lived with
- The Equal Pay Act 1970 and amending legislation.
- A lease or licence to use property or land.
- A venture for gain by You or Your business projects.
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- A dispute between persons insured under this policy.
- Medical or clinical treatment, advice, assistance or care.
- Stress, psychological or emotional injury.
- Illness, personal injury or death which is caused gradually or is not caused by a specific event.
- 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).
- An application for a judicial review.
- A novel point of law.
- An allegation of miss-selling or mismanagement of financial services or products.

3. There is no cover: -

- For Advisers' Costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- For the amount of Advisers' Costs in excess of Arc's Standard Adviser's Costs where You have decided to use an Adviser of Your own choice.
- For damages, interest, fines or costs awarded against you in a criminal court.

- Where You have other legal costs insurance cover.
- For claims over loss or damage where that loss or damage is covered under another insurance policy
- For claims made by or against Your insurance advisor, the Insurance Providers, the Adviser or Arc.
- For defending Legal Actions arising from anything you did deliberately or recklessly
- For any contract dispute under Section 1A or 2B where the amount is less than £250 plus VAT.

- For claims under Section 2C where:-
 - Deliberate misstatements have been made to the authorities
 - The Special Compliance Officer is investigating Your affairs
 - Accountancy fees relate to Your business trade or profession
 - Income or gains have been under-declared because of false representations or statements by You.
- For appeals without the prior written consent of Arc.
- For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of Your employment.
- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion.
- For any costs which You incur and wish to recover which You cannot substantiate with documentary evidence

4. Contracts (Rights of Third Parties) Act 1999

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

Conditions

1. Cancellation

You may cancel this insurance at any time by writing to Your insurance advisor providing fourteen days written notice.

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

2. Claims

- You must notify claims as soon as reasonably possible and within 180 days of the Incident for claims made under Sections 1 & 2 and within 45 days of the Incident for claims made under Section 3. Arc will provide you with a claim form which must be returned promptly with all relevant information.
- Arc 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 Arc may reach a settlement of the Legal Action.
- You must supply at Your own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If court proceedings are required or a conflict of interest arises, and You wish to nominate an Adviser to act for You, You may do so. Where You have elected to use an adviser of Your own choice You will be responsible for any Advisers' Costs in excess of Arc's Standard Advisers' Costs.

The Adviser must:-

- Confirm in writing that he will enable You to comply with his obligations under this insurance.
- Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.

d) The Adviser will:-

- Provide a detailed view of Your prospects of success including the prospects of enforcing any judgement obtained.
- Keep Arc fully advised of all developments and provide such information as Arc may require.
- Keep Arc regularly advised of Advisers' Costs incurred.
- Advise Arc of any offers to settle and payments in to court. If against Arc's advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless Arc agrees in its absolute discretion to allow the case to proceed.
- Submit bills for assessment or certification by the appropriate body if requested by Arc.
- Attempt recovery of costs from third parties.

e) In the event of a dispute arising as to Advisers' Costs Arc may require You to change Adviser.

- f) Insurance Providers shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- g) You shall supply all information requested by the Adviser and Arc.
- h) You are responsible for any Adviser's Costs if you withdraw from the Legal Action without Arc's prior consent. Any costs already paid by Arc will be reimbursed by You.

3. Disputes

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

4. Reasonable Prospects

At any time Arc, on behalf of the Insurance Providers, may form the view that You do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, Arc may decline support or any further support. In forming this view Arc may take into account:-

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

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

Data Protection Act

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

Customer Service

Arc's 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 sorted as yet plus an indication of when you will receive a final response. Within eight weeks You will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response. After eight weeks, if You are unhappy with the delay, You may refer Your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if You cannot settle Your complaint with us.

Our contact details are:

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

The Financial Ombudsman Service contact details are:

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

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance cannot meet their obligations. Your entitlement to compensation will depend on the

circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300

Authorisation

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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

Additional Legal Services

In this package our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help You deal with these and other matters which may arise we are able to give you access to discounted legal services provided by Arc in partnership with Irwin Mitchell Solicitors. Irwin Mitchell are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact the number below for an initial telephone consultation which will be provided at no cost to you. Irwin Mitchell will give you with a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

For a cost free initial consultation telephone the telephone legal advice line on **0844 770 1044** and quote **OIM**.

ENDORSEMENTS

Only Applicable if Mentioned on the Schedule

1. Alarms

You must ensure that throughout the **period of insurance** an intruder alarm is kept in good working order and maintained under a maintenance contract with a company which is a member of NSI (formerly NACOSS) or SSAIB, and that the alarm is switched on and put in full and active operation

- (a) whenever **you** leave the **buildings** without an authorised occupier; or
- (b) when **you** retire for the night.

If **you** fail to do so, we will not pay any claim for theft or attempted theft.

2. Protections

You must ensure that throughout the **period of insurance** all security precautions at the **home** and all other protections for the security of the insured property are kept in good working order and are put in full and active operation

- (a) whenever **you** leave the **buildings** without an authorised occupier; or
- (b) when **you** retire for the night.

If **you** fail to do so, **we** will not pay any claim for theft or attempted theft or any other claim resulting from any unauthorised entry into the **home**.

3. Safes and keys

We will not pay any claim for loss of jewellery or watches from the **home** unless the jewellery or watches are kept in a locked safe whenever they are not being worn, and all the keys to the safe are removed from the **home** whenever **you** are away from the **home**.

4. Jewellery Clause

We will not pay any claim for theft or disappearance of jewellery or watches unless the jewellery or watches are being worn or deposited in a bank or locked safe or hotel/motel safe or carried by hand or under **your** personal supervision.

5. When the **home** is unoccupied

While the **home** is not normally lived in

- (i) Section A (**Buildings and contents**) does not cover:
 - (a) escape of water from and frost damage to fixed water tanks, apparatus or pipes unless (i) the water is turned off at the mains and all tanks and pipes are drained, or (ii) the central heating system is in continuous operation to maintain a minimum temperature of 60 degrees Fahrenheit/15 degrees Celsius between the 1st October and the 1st April inclusive.
 - (b) the first £250 of every claim except for fire and subsidence, heave or landslip (in addition to any amount **you** must pay as set out on pages 6).
 - (c) gold, silver, gold and silver plated articles, jewellery and furs.
- (ii) Section C (**Valuables and personal possessions**) does not cover theft or attempted theft of gold, silver, gold and silver plated articles, jewellery and furs from the **home**.
- (iii) **You** must arrange for weekly supervision of the **home** to be carried out.

Where the **schedule** says this endorsement applies to **your** insurance, it applies in place of the provisions under the heading "When the **home** is unoccupied" on page 11.

6. Business use extension

We agree that, as well as being used for domestic purposes as **your** private residence, the **home** is also used for the business purposes **you** have told us about in the proposal form. Paragraphs (a) and (b) of section E (Legal Liability) therefore also cover **your** legal liability for using the **home** for those business purposes. The items listed in the **schedule** are insured under this insurance notwithstanding that they are used for those business purposes. However, **we** will not pay any claim for any liability caused directly or indirectly by advice given or services rendered in the course of **your** profession, business, trade, employment or occupation.

7. Flat Roof Endorsement

It is **your** duty to ensure that under this insurance that any areas of flat roof(s) shall be checked at your own expense at least every five years by an individual or company who are members of a recognised trade body and any faults rectified.

8. Minimum Security Clause

It is a condition of this Policy that the Home is secured by five-lever mortice deadlocks to British Standard 3621 on all external doors (except on patio doors which are to be fitted with patent patio door locks to prevent lifting and French doors which should be fitted with security bolts top and bottom to each leaf). All accessible opening windows must be fitted with key operated window locks.

9. Hotel/Motel Clause

Hotel and motel & Football club locker or changing rooms clause This insurance does not cover theft or disappearance of jewellery from Hotel or Motel rooms Football club locker/changing rooms during Your absence from such rooms

10. Unattended vehicles clause.

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

11. Wristwatch Clause

It is warranted that a competent Jeweler examines the watch fittings at least once every three years and any defect is rectified by the Insured. A current valuation certificate must accompany the proposal for insurance and that the Insured is to forward a valuation every three years

12. Settings Clause

It is warranted that a competent Jeweler examines the claw fittings holding each stone at least once every three years and any defects found are rectified by the Insured at their expense.
A current valuation certificate must accompany the proposal for insurance and that the insured is to forward an up to date valuation every three years.

13. Additional Voluntary Excess Clause

We will not be liable to pay the first amount (as shown in the **schedule** following damage caused by any of the perils covered under Section 1 (Buildings) and/or Section 2 (Contents) as stated in the **schedule**. This is in addition to the standard policy **excess** and the **excess** for Peril 9 (subsidence, landslip and heave).

If a claim involves more than one section, **we** will not be liable to pay the first amount of the claim for each section.