



# AMETHYST

All Risks Mid Net Worth  
Home Insurance Policy

2019

Far from standard

**Plum**  
UNDERWRITING



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## Welcome to Plum Underwriting Ltd

**Thank you for choosing to insure your home with Plum Underwriting Ltd.**

Plum Underwriting Ltd is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



**David Whitaker**  
Managing Director

## Your Policy

In return for payment of the premium shown on **your 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 of insurance** shown on **your schedule**.

It is essential that **you** read **your policy** very carefully.

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section of the **policy**.

The **policy** sections are:

- |                     |                                      |
|---------------------|--------------------------------------|
| 1. <b>Buildings</b> | 5. <b>Your Liabilities</b>           |
| 2. <b>Contents</b>  | 6. Legal Expenses and Identity Theft |
| 3. <b>Fine Art</b>  | 7. Home Emergency                    |
| 4. <b>Valuables</b> | 8. Cyber                             |

**Your schedule** details which sections are operative and which **insurer** is providing the cover under each section.

Upon request Plum Underwriting Ltd can provide Braille, audio or large print versions of the **policy** and the associated documentation. If **you** require an alternative format **you** should contact Plum Underwriting Ltd through whom this **policy** was arranged.

The language of this insurance contract and all communications relating to it will be in English.

## Information You Have Given Us

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

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this **policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this **policy** as if it had never existed, refuse to pay all claims and return the premium **you** have paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- (ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

## Change in Circumstances

**You** must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

## Cooling Off and Cancellation

### Cooling-Off Period

If, for any reason, **you** feel that this insurance is not right for **you**, **you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

**We** will cancel **your** insurance from the start of the **period of insurance** treating this **policy** as if it had never existed. **We** will refund any premium **you** have paid, provided that **you** have not made a claim. Any **policy** fee will be refunded to **you** and no cancellation fee will be charged.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

### Cancellation

#### 1. Cancellation of **your policy** by **you**:

**You** may cancel this **policy** at anytime by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

#### 2. Cancellation of **your policy** by **us**:

**We** may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

**We** will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.  
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 30 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

#### 3. Cancellation by **us** following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act and **we** will retain 100% of the premium.

#### 4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

## Policy Fees

Plum Underwriting Ltd apply fees to administer all policies. Full details regarding our **policy** fees can be found on **your schedule**.

Please note that should **you** choose to cancel **your policy** within the 'Cooling-Off Period', the new business/incepting of cover fee will be refunded to **you** and no cancellation fee will be charged. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

## Customer Service & Complaints Procedure

The **insurers**, Plum Underwriting Ltd and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

### Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

### Financial Ombudsman Service

Complaints that Plum Underwriting Ltd or **insurers** cannot resolve may be referred to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

**You** can refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date **your** complaint was received by the parties detailed in the complaints procedure shown on **your schedule** or if **you** are unhappy with the decision following **your** complaint.

If **you** would like to refer **your** complaint to the Financial Ombudsman Service, **you** must do so within 6 months from the date **you** receive the final response about **your** complaint from Plum Underwriting Ltd or the **insurer**.

**You** can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

Free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 (0)207 964 0500

Fax: +44 (0)207 964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses.

For more information contact them on the above number or address, or view their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The complaint procedure does not affect **your** right to take legal action.

## Authorisation, Regulation & Compensation

### Plum Underwriting Ltd

Plum Underwriting Ltd is registered in England and Wales: 04509589, 50 Fenchurch Street, London, EC3M 3JY.

Plum Underwriting Ltd is authorised and regulated by the Financial Conduct Authority, 309166.

### Your Insurers

The **insurers** for **your policy** are detailed on **your schedule** under the 'Insurers' section.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

All **insurers** providing cover under this **policy** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise on **your schedule**.

Further details can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### The Financial Conduct Authority

The Financial Conduct Authority (FCA) want consumers to use financial services with confidence and have products that meet their needs from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

**You** can contact the FCA as follows:

The Financial Conduct Authority  
12 Endeavour Square, London, E20 1JN

UK: 0800 111 6768 (freephone) or 0300 500 8082

From abroad: +44 (0)20 7066 1000

Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

### Prudential Regulation Authority

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

**You** can contact the PRA as follows:

The Prudential Regulation Authority  
Bank of England, Threadneedle Street, London EC2R 8AH

UK: +44 (0)20 3461 4878

From abroad: as above

Email: [enquires@bankofengland.co.uk](mailto:enquires@bankofengland.co.uk)



## Financial Services Compensation Scheme

All **insurers** providing cover under this **policy** and Plum Underwriting Ltd are members of and are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **insurer** or Plum Underwriting Ltd is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

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

UK: 0800 678 1100

From abroad: +44 (0)20 7741 4100

Further information about the Scheme is available from the Financial Services Compensation Scheme: [www.fscs.org.uk](http://www.fscs.org.uk).

## Subscribing Insurers' Several Liability

**Your policy** or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Ltd chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

## Laws Applying

### Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### Contracts (Right of Third Parties) Act 1999

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

### Use of Personal Data

Plum Underwriting Ltd and the **insurer(s)** are committed to protecting **your** personal information. Plum Underwriting Ltd and the **insurer(s)** will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at [www.plum-underwriting.com](http://www.plum-underwriting.com) which specifies:

- the information that Plum Underwriting Ltd and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how Plum Underwriting Ltd and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances Plum Underwriting Ltd and the **insurer(s)** may need to seek **your** consent before processing such data. Plum Underwriting Ltd and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.

**You** have a number of rights (including the right of access to see personal information about **you** that is held in Plum Underwriting Ltd and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or Plum Underwriting Ltd's data protection practices, or to make a subject access request, please contact:

Plum Underwriting Ltd, Data Protection Officer, 50 Fenchurch Street, London, EC3M 3JY, United Kingdom.

## How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

### Emergency Repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed immediately.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 7 of this **policy** covers **you** for Home Emergencies.

### Claims Guarantee

If **we** do not pay **your** claim within 4 working days after **you** have agreed **our** settlement figure, **we** will pay interest at **your** bank's base rate. **We** will not do this if **your** premium payments are not up to date or if **your** bank is not in the **United Kingdom**. **You** must provide **your** bank details at the time of settlement otherwise this offer does not stand.

## Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

### Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

### Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) 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.

### Aggravated Burglary

An unlawful act of violence or threat of violence to **you** or **your** guest(s) by a person who unlawfully entered **your home** in an attempt to wrongfully take any **contents** belonging to **you**, whether successful or not.

### Bank Cards

Credit cards, chargecards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

### Bodily Injury

Physical harm or damage to someone's body including death or disease.

### Buildings

The **home** including fixtures and fittings, fitted appliances, lifts, integral garages, outbuildings, greenhouses, sheds, stables, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, alarms, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates, hedges and fences, solar panels, wind turbines, interior decorations all owned by **you** or for which **you** are legally liable at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

**Buildings** do not include land or water.

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

### Contents

Household goods, **outdoor items** and personal property that belong to **you** or for which **you** are legally liable subject to the limits shown under section 2.

This definition includes **fine art, valuables, home business contents, home business stock** and **tenant's improvements**.

**Contents** do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance

- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- boats or vessels other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents** and **home business stock**.
- **students and boarders possessions**

## Domestic Duties

Those duties relating to **your home** and gardens. **Domestic duties** do not include the duties of those who are employed to provide care for **you** other than domestic child care.

## Domestic Employee(s)

A person employed by **you** who carries out **domestic duties** for **you** in **your home**.

Examples of **domestic employees** that **we** include:

Housekeepers, nannies, cleaners, gardeners, groomers, butlers, maids and any person employed for general care and maintenance.

**We** exclude any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

## Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

## Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

## Fine Art

Individual items, collections and sets that are of particular value due to their historical age, style, artistic merit or collectability for which **you** are legally responsible including:

- Antique and designer furniture
- Paintings, drawings, etches, maps, prints and photographs
- Rugs and tapestries
- Books and manuscripts
- Statues and sculptures
- Porcelain and glass
- Clocks, barometers, objet d'art and curios
- **Precious metals**
- Stamps, coins and medals
- Wine
- Collectables

**We** do not cover **fine art** which is business property or **valuables** within the **fine art** section.

## Franchise

In the event of a claim over the **franchise** amount shown in **your schedule**, no **excess** will apply to **your** claim and the entire amount of the claim will be paid subject to **policy** limits.

## Heave

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

## Home

The private dwelling at the address shown on **your schedule** and its garages, outbuildings and greenhouses.

## Home Business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

## Home Business Contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

## Home Business Stock

Goods or merchandise kept at **your home** in connection with **your home business** and available for sale or distribution.

## Landslip

Downward movement of sloping ground.

## Money

- current legal tender, cheques, travellers cheques, postal or money orders
- travel and seasonal travel tickets
- premium bonds, savings certificates and share certificates
- gift vouchers, luncheon vouchers, phone cards, current postage stamps (not forming part of a stamp collection) and saving stamps
- electronic cash prepayment cards

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

## Outdoor Items

Garden furniture, ornaments, statues, swings, slides and climbing frames, and all other items normally kept outdoors in the garden of **your home**.

## Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

## Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

## Precious Metals

Gold, silver and platinum, including gold and silver plate.

## Premises

The address which is named on **your schedule**.

## Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

## Schedule

**Your schedule** forms part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises, the sum insured, the excess, any endorsement(s), the period of insurance** and sections of this insurance that apply.

## Settlement

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

## Students and Boarders Possessions

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

## Subsidence

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

## Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

## Swimming Pools

Swimming pools which are permanently installed.

## Tenant's Improvements

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as tenant or leaseholder for which **you** are responsible for insuring and are not covered by the landlord's or any other insurance.

## United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.

## Unoccupied

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than 60 consecutive days.

## Valuables

Gemstones, jewellery, watches, furs and guns which belong to **you**.

## Watercraft

- sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- motorised **watercraft** with an engine of 25 horsepower or less

## **We/Us/Our/Insurer(s)**

Insurers as named on **your schedule**.

## **You/Your**

Sections 1 – 5 and 7

The person or persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home**.

Section 8

The person(s) shown on **your schedule** and all permanent members of that person's **home**, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.

For '3 Cyber online liability', **you** means the person(s) shown on **your schedule** and all members of that person's family who permanently live at the **home**.

## **Your Broker or Insurance Intermediary**

The person or persons who placed this insurance on **your** behalf.

## General Conditions

The following general conditions apply to sections 1 to 5 of this **policy** unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

### 1. Multiple Premises

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

### 2. Safeguarding Your Property

**You** must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury.

### 3. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £50,000, **you** must tell **your broker or insurance intermediary** about the work at least 30 days before the work starts and before **you** enter into any contract for the works.

If **you** do not tell **your broker or insurance intermediary** where the estimated cost is more than £50,000, **we** will not pay **your** claim.

**You** do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

### 4. Index Linking

**Your buildings sum insured** under 'Section 1 - Buildings' is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

**Your contents sum insured** under 'Section 2 - Contents' (but not **your valuables** or **fine art sum insured**) is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

**Your fine art sum insured** under Section 3 and **your valuables sum insured** under Section 4 of the **policy** are not subject to index linking and therefore the **sums insured** will not be increased unless specifically requested by **you**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

### 5. Fraud Prevention (applies to all sections of this policy)

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

**We** can supply on written request to **us** details of the databases **we** access or contribute to.



## 6. Sums Insured

**You** have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the cost of rebuilding by a professional third party contractor if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

**Your sum insured** for general **contents** must be the cost to replace as new.

**Your sum insured** for **valuables** and **fine art** must reflect the current market value.

If, at the time of any loss or damage the **sum insured** does not represent the full value of the property insured, **we** will follow the 'Information You Have Given Us' and 'Change in Circumstances' notice detailed under 'Your Policy' section.

## 7. Fraudulent Claims (applies to all sections of this policy)

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

## 8. No Claim Discount

If **you** make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** and **we** agree to offer **you** renewal terms, **we** will increase **your** no claim discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

## 9. Assignment (applies to all sections of this policy)

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

## General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

### What is not covered:

1. Any loss or damage:
  - that is not associated with the incident that caused **you** to claim.
  - that commenced before cover starts.
  - caused by wilful acts by **you** or any of **your** employees.
  - or liability caused by deception (except for the cover provided under Section 8 - Cyber) other than by any person using deception to gain entry to **your home**.
  - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
  - caused by wear and tear to the **buildings**.
  - caused by gradual deterioration, rusting, corrosion, rot, fungus, warping, action of light, moth or vermin, rodents, insects, pests, mould, damp, infestation or climatic conditions.
  - caused by mechanical or electrical breakdown, fault or failure (other than cover for home emergency costs covered by Section 7).
  - caused by coastal or river bank erosion.
  - caused by chewing, scratching, tearing, fouling and vomiting by **your** pets.

### ***Wear & tear excluded under this policy include for example the following:***

- damp formed over a period of time.
- blocked or poorly maintained guttering.
- failure of a flat roof due to age.

### ***Mechanical & electrical breakdown excluded under this policy include for example the following:***

- electrical failure of electrical components in televisions or computers
- mechanical failure of a clock mechanism.

2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from:
  - a) **computer viruses** (except for cover provided under Section 8 - Cyber), erasure or corruption of electronic data
  - b) the failure of any equipment to correctly recognise the date or change of date.
5. Any loss or damage or liability occasioned by, happening through or resulting from:
  - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
  - 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.

6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
  - a) any legal liability of whatsoever nature; or
  - b) death or injury to any person, caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
    - an **act of terrorism**; and/or
    - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.
7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim under this **policy** unless **you** transact **your** UK insurance business for this **policy** through a UK bank account in Sterling for the payment of premium from and the payment of claims to **you**.
10. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other insurance.

This condition does not apply to fatal injury (Section 1 – Buildings – Special Extension 12 OR Section 2 – Contents Special Extension 26).
11. The amount of the **policy excess**. This exclusion does not apply to any claim **we** have agreed to pay which is more than the **franchise** amount as shown on **your schedule** and which is not subject to any compulsory **excess** shown in **your schedule**.
12. The cost of maintenance or routine redecoration.

## Claims Conditions

The following claims conditions apply to sections 1 to 5 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 5 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

### 1. Your duties in the event of a claim – Things you need to do

#### a) Notifying us of a Claim

**You** must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

#### b) Circumstances of the Claim

**You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

#### c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

#### d) Notifying the Police or Other Relevant Authorities

**You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Police as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

#### e) Our Representatives

**You** must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

#### f) Other Information and Assistance

**You** must as soon as practicably possible provide any information and assistance **we** may require.

#### g) Your Authority

**You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

#### h) Your Duty of Care

**You** must take all care to limit any loss, damage or injury.

#### i) Evidence & Value

Where **we** request, **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

#### j) Your Property

**Your** property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if **we** have agreed with **you** in writing to do so.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above, this insurance may become invalid.

## 2. How we deal with your claim

### a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

### b) Defence of Claims

**We** have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

### d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

### e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.

## Section 1 - Buildings

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

### 1. What is covered

We will pay for all physical loss and damage to **your buildings** (including **rebuilding expenses**) listed on **your schedule** up to the **sum insured** during the **period of insurance**, provided that the loss or damage is not excluded under this section, the General Conditions or under the General Exclusions.

### 2. How much we will pay

The **sum insured** of the **buildings** must represent the estimated cost of rebuilding the **buildings** if it were destroyed in a fire.

#### i. Sum Insured

The **sum insured** for each **building** is shown on **your schedule**.

**Your sum insured** may change following a visit from an appraiser appointed by Plum Underwriting Ltd as well as when **your policy** renews to take into account inflation.

We will pay the cost of repairing, replacing or reinstating the **buildings** subject to the basis of payment indicated on **your schedule**.

#### ii. Replacement Cover

We will pay the cost of rebuilding or repairing the damaged **building** up to the **sum insured** on **your schedule**. We expect **you** to carry out any repair work as soon as is possible. If **you** and **we** agree that it is unreasonable to carry out any repair work then **we** will pay **you** an amount that **we** consider to be fair.

#### iii. Extended Replacement Cover

If at the time of a loss the replacement cost of **your** property has increased beyond the amount specified on the **schedule**, **we** will pay up to 125% of the amount specified provided that:

- **you** have had either a professional **buildings** valuation carried out within the last five (5) years, or a visit from one of **our** appraisers to calculate the correct rebuild cost and **you** have maintained this value annually including adjustments suggested by **us**, annual inflation costs and re-evaluations, to reflect the full rebuild cost
- **you** have told **us** about any additions, alterations or improvements **you** have made to the **buildings** since the valuation or calculation was carried out and **you** amended the **sum insured** to reflect the work done
- **you** reinstate, replace or repair the **buildings** at the same location. If **you** do not, payment reverts to a **sum insured** basis
- **your home** is not a Grade 1, Grade II\* or a Grade A listed building.

If Extended Replacement Cover is included this will be shown on **your schedule** under Section 1 - Buildings.

### 3. Special Extensions

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

**We will pay for:**

#### 1. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 1.

#### 2. Alterations to the **Home**

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

#### 3. Loss of Rent

The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under Section 1.

#### 4. Denial of Access

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

#### 5. Garden Cover

**We** will pay the cost of re-landscaping **your** garden at **your home** if **your** garden is damaged by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage.

**We will not pay for:**

- a) this extension for more than 3 years.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.
- e) any alternative accommodation at the same time as paying the loss of rent.

- a) more than £25,000 in any one **period of insurance** for both Sections 1 and 2.
- b) alterations to the **home** following accidents to **domestic employees**.

- a) this extension for more than 3 years.
- b) any loss of rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent at the same time as paying the cost of alternative accommodation.

- a) more than £5,000 in any one **period of insurance**.
- b) more than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than 5% of **your buildings sum insured** or £25,000 whichever is the lower amount.
- b) more than £1,000 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) for any plants grown on a commercial basis.

## We will pay for:

### 6. Trace and Access

The costs incurred to find the source of escape of:

- a) water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- b) water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule**.

### 7. Sale of **Your Premises**

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts (or if in Scotland from the date **you** accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner.

### 8. Replacement Locks

Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

No **excess** applies to this Special Extension.

### 9. Fixtures & Fittings

Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the **United Kingdom**.

### 10. New Fixtures & Fittings/Building Materials

Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation.

Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home**, and subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.

### 11. Illegal Depositing of Waste

The removal of illegally deposited waste from **your premises** to a licensed waste management site.

Reinstating any damage caused by the illegal dumping of waste at **your premises**.

## We will not pay for:

- a) more than £15,000 in any one **period of insurance**.

- a) the **buildings** if they are more specifically insured under any other insurance.
- b) any claim under any other Special Extensions of this **policy**.

- a) more than 10% of **your buildings sum insured** for any one claim.

- a) more than £10,000 any one claim.

- a) more than £25,000 any one claim.



**We will pay for:**

#### 12. Fatal Injury

**We will pay a benefit if you** suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the **United Kingdom**.

provided that death ensues within twelve (12) months of such injury.

#### 13. Reward

A reward to anyone other than **you** or the Police who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

#### 14. Squatters

The cost of alternative accommodation for **you** and **your** pets and horses while **your home** is occupied by squatters.

#### 15. Emergency Entries

Damage to the **buildings** caused when the fire service, the Police or the ambulance service have to make a forced entry because of an emergency to **you**.

#### 16. Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under Section 1 – Buildings.

#### 17. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 1 – Buildings.

#### 18. Domestic Water, Oil and Gas

**We will pay for any accidental loss of metered water, oil and gas (including LPG) lost from your fixed domestic water or heating fuel tank occurring during the period of insurance.**

**We will not pay for:**

- a) more than £50,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) **domestic employees**.
- d) more than £50,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.

- a) more than £10,000.

- a) more than £10,000 any one claim.

- a) any ground rent payable after the property is reinstated and ready for habitation.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) more than 3 years.

- a) more than £10,000 in any one **period of insurance**.
- b) any accidental loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.

## We will pay for:

### 19. Unauthorised Use of Electricity, Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

### 20. Pollution and Contamination

Loss, damage or legal liability arising out of the pollution or contamination of air, water or soil caused by an accident which happened during the **period of insurance** and:

- a) **you** tell **us** about the incident as soon as practicably possible but no later than sixty (60) days after the end of the **period of insurance**; and
- b) **you** prove that the contamination or pollution was caused immediately after the accident by a sudden release which could be identified that was not deliberate or expected.

### 21. Tree Damage Prevention Measures

If **you** have received a report from a Arboricultural Association consultant or approved contractor that trees are within influencing distance of **your buildings** or **your** neighbours buildings and require immediate reduction or removal of the trees to prevent **subsidence** damage to **your buildings** or **your** neighbours buildings then **we** will pay for the required tree work to prevent a **subsidence** claim to **your buildings** or **your** neighbours buildings.

### 22. Environmental Upgrade

Where **you** do not have solar, wind, or geothermal electrical power generating system, following a covered loss to **your buildings** and the heating system is damaged at the same time, as part of the agreed repair costs **we** will pay for **you** to upgrade and install a solar, wind or geothermal, electrical power generating system to **your home**.

### 23. Home Upgrades

The cost of improvements intended to prevent a future occurrence of loss or damage caused by escape of water or flood at the **home** listed on **your schedule**.

## We will not pay for:

a) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

a) more than £5,000,000 any one claim.

- a) more than £2,500 any one claim.
- b) any claims where **we** have not had sight of the consultants or contractors report which details the requirements.
- c) this extension more than once whilst insured with **us**.

- a) more than £2,500 in any one **period of insurance**.
- b) any costs if the covered loss amount is less than £10,000 in total.

- a) more than £5,000 in any one **period of insurance**.
- b) any costs if the covered loss amount is less than £10,000 in total.
- c) following an escape of water loss, any costs if a leak detection system had been installed previously and failed.
- d) any loss or damage while the **home** is **unoccupied**.

**We will pay for:**

#### 24. Security Upgrade following **Aggravated Burglary**

The cost to upgrade the security systems including alarms and locks following an **aggravated burglary at your home.**

#### 25. Listed Property Planning Protection

Reinstating the **buildings** back to the pre altered position, if following a loss it is discovered that alterations were made to **your** listed **buildings** by a previous owner without planning permission and **you** are required by the local authority to reinstate back to the pre altered position.

#### 26. Carpets, Curtains and White Goods

If **your buildings** are rented out unfurnished **we** will cover **your** carpets, curtains and white goods under this section.

#### 27. Security Expenses

Costs incurred by **you** to:

- a) refill fire extinguisher appliances
- b) replace used sprinkler heads
- c) reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under Section 1 – Buildings.

#### 28. Removal of Nests

Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises.**

**We will not pay for:**

- a) more than £2,500 in any one **period of insurance.**
- b) any costs if the covered loss amount is less than £10,000 in total.
- c) any loss caused by **you, your** relatives, former relatives, partners or any persons acting on **your** behalf.
- d) any costs incurred before **we** provided **our** agreement to pay unless immediate action is required for safety reasons.

- a) more than £15,000 in any one **period of insurance.**
- b) any loss that would be covered under Section 5 – Defective Premises cover.
- c) any alterations **you** have made to the **buildings.**

- a) more than £5,000 for any one claim.

- a) more than £5,000 for any one claim.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1 – Buildings.

## Section 1 - Buildings - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
  - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
  - demolition, structural alteration, construction, renovation, structural repair, restoration, application of heat or any similar process
  - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the heating is in operation to ensure a constant minimum temperature of fifteen (15) degrees Celsius is maintained throughout the **home** during the months of October to April
  - water suddenly leaking from **swimming pools**
  - escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
  - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**.
3. Loss of value following repair, replacement or reinstatement.
4. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
  - caused by **settlement**
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
5. Loss or damage to **outdoor items**.
6. Loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.

## Section 2 - Contents

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

### 1. What is covered

We will pay for all physical loss and damage to **your contents** up to the **sum insured** anywhere in the world during the **period of insurance**, provided that the loss or damage is not excluded under this section, the General Conditions or under the General Exclusions.

### 2. How much we will pay

The **sum insured** for **contents** must represent the full market value, or the cost of replacement, whichever is the greater.

#### i. Sum Insured

The **sum insured** for **contents** and **tenant's improvements** at each **home** is shown on **your schedule**. **Your sum insured** may change following a visit from one of **our** appraisers as well as when the **policy** renews to take into account inflation.

#### ii. Replacement Cover

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost.

- We will not make a deduction for wear and tear
- The most we will pay is up to the **contents sum insured**

#### iii. Extended Replacement Cover

If **you** have had either a professional valuation carried out on **your contents** or a visit from one of **our** appraisers to calculate the correct **contents sum insured** within the last three (3) years and the **contents sum insured** reflects the valuation, the **contents** are insured on an Extended Replacement Cover basis. This means that we will pay up to 125% of the **contents sum insured** shown on **your schedule**.

We will only do this if **you** tell **us** about any additions since the valuation was carried out and **you** amend the **contents sum insured** to reflect this. In no event will we pay more than 125% of the **contents sum insured** in total for any one claim.

If Extended Replacement Cover is included this will be shown on **your schedule** under Section 2 – Contents.

### 3. Special Limits

Unless a higher amount is shown on **your schedule** the following special limits are part of the total **sum insured** for **contents**.

We will not pay more than the amounts shown for any one claim:

<b>Valuables</b>	£10,000 per item or in total
<b>Fine Art</b>	Up to £25,000 per item
<b>Precious Metals</b>	Up to £10,000
Quad Bikes, Tractors and Ride On Mowers	Up to £5,000
<b>Watercraft</b>	Up to £5,000
<b>Contents</b> in Outbuildings including Sheds and Green Houses	Up to £20,000
<b>Outdoor Items</b>	Up to £10,000
Theft from Unattended Vehicles	Up to £5,000
Saddlery and Tack Away from the <b>Home</b>	Up to £5,000
<b>Home Business Contents</b>	Up to £20,000
<b>Home Business Stock</b>	Up to £2,500

## 4. Special Extensions

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

### We will pay for:

#### 1. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 2.

#### 2. Alterations to the Home

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

#### 3. Trace and Access

The costs incurred to find the source of escape of:

- a) Water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings.
- b) Water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule**.

#### 4. Rent Owed to You

If any **home** on **your schedule** cannot be lived in due to a covered loss under this **policy** **we** will pay for rent that **you** cannot recover as a landlord.

#### 5. Rent You Owe

If any **home** on **your schedule** cannot be lived in due to a covered loss under this **policy** **we** will pay for rent that **you** have to pay as a tenant.

### We will not pay for:

- a) this extension for more than 3 years.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.
- e) any alternative accommodation at the same time as paying the loss of rent.

- a) more than £25,000 in any one **period of insurance** for both Sections 1 and 2.
- b) alterations to the **home** following accidents to **domestic employees**.

- a) more than £15,000 any one claim.

- a) any loss of rent payable after the property is reinstated and ready for habitation.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) this extension for more than 3 years
- e) any loss or rent at the same time as paying the alternative accommodation.

- a) any loss of rent payable after the property is reinstated and ready for habitation.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) this extension for more than 3 years.

**We will pay for:**

#### 6. New Acquisitions

Loss or damage to newly acquired items of **contents**.

- a) **you** must inform **us** within:
  - 365 days for new acquisitions after moving in to **your home** following renovation
  - 60 days for all other acquisitions
- b) **you** must pay the additional premium
- c) the acquisition(s) must be under **your** direct care, custody and control if in transit

#### 7. Denial of Access

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

#### 8. Pedal Cycles

#### 9. Money and Bank Cards

**Your money** and **bank cards** are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance**. **We** will pay any amounts that **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen.

#### 10. Fridge and Freezer Contents

Loss or damage to fridge or freezer contents due to a change in temperature caused by:

- a) the accidental failure of the fridge or freezer, or
- b) contamination by the escape of refrigerant fumes, or
- c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.

No **excess** applies to this Special Extension.

**We will not pay for:**

- a) more than 25% of the **contents sum insured** in any one claim.

- a) more than £5,000 in any one **period of insurance**.
- b) more than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than £5,000 any one claim unless a higher amount is shown in **your schedule**.
- b) loss or damage to pedal cycles while left unattended while away from the **home** unless locked to an immovable object or kept in a locked building at the time of the theft.

- a) more than £25,000 for **bank cards** for any one incident.
- b) more than £2,500 for **money** for any one incident.
- c) **money** left in an unattended vehicle.

**We will pay for:**

**11. Replacement Locks**

Costs **you** have to pay for replacing and installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

**12. Domestic Water, Oil and Gas**

**We will pay for any accidental loss of metered water, oil and gas (including LPG) lost from your fixed domestic water or heating fuel tank occurring during the period of insurance.**

**13. Unauthorised Use of Electricity, Gas or Water**

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

**14. Loss of Personal Electronic Data**

The cost involved in reinstating **your** electronic data including music, photographs and video digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.

**15. Loss of Personal Documents**

Deeds, bonds, securities, or other similar private documents are lost or damaged as a result of a covered loss, **we** will pay the cost of replacing these personal documents.

**16. Temporary Sum Insured Increase**

Loss or damage to additional **contents** between one month before and one month after:

- a) a wedding, civil partnership, anniversary and birthday, and/or
- b) a religious celebration.

**17. Ground Rent**

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 2 - Contents'.

**We will not pay for:**

- a) more than £10,000 in any one **period of insurance**.
- b) any accidental loss of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.

- a) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

- a) more than £5,000 any one claim.
- b) any illegal data.

- a) more than £5,000 any one claim.

- a) more than 20% of **your contents sum insured** for any one claim.
- b) any single item, pair or set over £1,000.

- a) more than 3 years.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.



**We will pay for:**

**18. Guests, Visitors and Domestic Employees Personal Effects**

Loss or damage to guests, visitors and **domestic employees** personal effects not insured elsewhere while in the **home**.

**19. Moving Home**

Any loss or damage to **contents** in the course of removal by professional removal contractors between **your home** and any permanent residence anywhere in the world.

**20. Students and Boarders Possessions**

Physical loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the **United Kingdom** during the **period of insurance**.

**21. Nursing/Residential Care Home Cover**

Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.

**22. Marquees**

Loss or damage to marquees and their associated lighting, heating and furnishings occurring during the **period of insurance**, provided that they are not insured elsewhere.

**23. Memorial Stones**

**We will pay for** loss or damage to memorial stones and plaques anywhere in the **United Kingdom** in memory of **your** parent, spouse, partner or child.

**24. Golfers Extension**

- a) Third Party Damage  
**We** cover all property damage to another person's property caused by **you**, irrespective of legal liability.
- b) Hole in One  
**We** will pay **you** up to £500 for any expenses incurred if **you** achieve a hole in one in an official golf competition.
- c) Hiring Golf Clubs Overseas  
In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the **United Kingdom** **we** will pay for the hire of replacement clubs.

**We will not pay for:**

- a) more than £5,000 any one claim.
- b) any single item, pair or set over £2,500.

- a) more than £5,000 any one claim.

- a) more than £10,000 for any one claim.
- b) any single item, pair or set over £1,500.

- a) marquees hired for more than seven (7) days.
- b) more than £20,000 for any one claim.
- c) any costs recoverable elsewhere.

- a) more than £2,500 for any one incident.

- a) any claim that is excluded under section 5 - Your Liabilities - Exclusions.

- a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.

- a) more than £25 per day or £250 in total.
- b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.

**We will pay for:**

25. Reward

A reward to anyone other than **you** or the Police who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

26. Fatal Injury

**We will pay a benefit if you** suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the **United Kingdom**.

provided that death ensues within twelve (12) months of such injury.

27. **Contents** Kept Elsewhere

Loss or damage to **contents** belonging to **you** whilst kept at another property owned by **you**.

**We will not pay for:**

- a) more than £10,000.
- b) a reward under this section if 'Section 1 – Buildings' is shown as included on **your schedule**.

- a) more than £50,000 per person (or £5,000 for anyone under sixteen 16 years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) **domestic employees**.
- d) more than £50,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.

- a) more than £5,000 any one claim.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

## Section 2 - Contents - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
  - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the heating is in operation to ensure a constant minimum temperature of fifteen (15) degrees Celsius is maintained throughout the **home** during the months of October to April
  - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
  - **you** not receiving goods or services **you** have paid for through any internet website
  - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
  - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported).
3. Loss or damage to quad bikes, motorbikes or golf buggies whilst they are being used.
4. Loss or damage to gardens.
5. Loss or damage to **watercraft** whilst in use.
6. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
7. Loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

## Section 3 - Fine Art

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

### 1. What is covered

We will insure **you** for physical loss or damage to **your fine art** occurring during the **period of insurance** up to the **sum insured** anywhere in the world.

### 2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions.

The basis of settlement is **our** sole discretion.

### 3. Special Limits

Items, pairs or sets worth more than £25,000 must be specified individually. For **fine art** not listed individually on **your schedule**, the full value is the replacement cost or current market value, whichever is the greater.

#### Specified items

Those items in respect of which a valuation has been provided by **you** and accepted by **us** or a value has been agreed by **us**.

For loss or damage to items specified in **your policy** we will pay as follows:

- total loss – **we** will pay the value of that item. For items listed individually, the value is the amount shown for each item specified on **your schedule**
- partial loss – if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item. If **you** decide to repair the damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the amount shown for each item specified on **your schedule**.

**Unspecified items** - all items that **you** have not specified.

- **we** will decide whether to repair, replace or make a cash settlement for any lost or damaged item.
- if **we** decide to make a cash settlement **we** will pay the market value of the item on the date of loss.
- if **we** decide to repair it **we** will also pay for any loss in value.
- the most **we** will pay for any one item, pair or set is £25,000.

#### Pairs and sets

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment **we** make will take account of the increased value. **You** may decide if **we** pay the value of the entire pair or set. The most **we** will pay is the value of that pair or set.

#### Full payment

If **we** pay the full **sum insured** for an item, pair or set, then **we** have the right to take possession of it.

#### Recovered property

If **we** recover any of **your** property after a loss, **we** will write to **you** at **your** correspondence address shown on **your schedule** and **you** can buy it back from **us** within sixty (60) days. **We** will charge:

- the amount **we** paid for **your** claim plus interest; or
- the fair market value of the item at the time **we** recover it;
- whichever is less.

## 4. Special Extensions

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

**We will pay for:**

### 1. New Possessions

Loss or damage to **your** newly acquired **fine art** provided **you** advise **us** within sixty (60) days from the date of purchase and **you** pay the full additional premium applicable.

### 2. Defective Title

If during the **period of insurance**, a person claims that a piece of specified **fine art** is not rightfully **yours** and **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.

**We** will only do this under the following circumstances:

- the item was purchased by **you** during the period that the **fine art** has been insured with **us**; and
- **you** advise **us** of the claim during the **period of insurance**; and
- **you** made reasonable enquiries about its provenance before **you** bought the item.

This extension does not apply to any items that **you** inherited or that were given to **you**.

### 3. Death of the Artist

If, during the **period of insurance** the value of any **fine art** item specified on **your schedule** has increased due to the death of the artist during that **period of insurance** **we** will pay up to 200% of the **sum insured** for the item following its loss or damage.

**We** will only do this if **you** can produce an independent valuation or purchase receipt which is not more than three (3) years old at the time of the loss or damage. **You** must be able to prove the increased value if **you** claim for the item.

**We will not pay for:**

a) more than 20% of the total **fine art sum insured**.

a) more than 10% of the total **sum insured** for **fine art** subject to a maximum of £100,000.

a) more than 200% of the **sum insured** shown on **your schedule** for the item lost or damaged.

b) more than £100,000 during the **period of insurance**.

c) any claims twelve (12) months or more after the artist's death.

## Section 3 - Fine Art - Exclusions

### What is not covered

The following exclusions apply to the **fine art** section of the **policy**:

1) Any loss or damage to stamps or coins caused by:

- a) fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
- b) handling or being worked on.

## Section 4 - Valuables

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

### 1. What is covered

We will pay for all physical loss and damage to **your valuables** up to the **sum insured** anywhere in the world during the **period of insurance**, provided that the loss or damage is not excluded under this section, general conditions or under the general exclusions.

### 2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions.

The basis of settlement is **our** sole discretion.

### 3. Special Limits

Items, pairs or sets worth more than £10,000 must be specified individually. For **valuables** not listed individually on **your schedule**, the full value is the replacement cost or current market value, whichever is the greater.

#### Specified Items

Those items in respect of which a valuation has been provided by **you** and accepted by **us** or a value has been agreed by **us**.

For loss or damage to items specified in **your policy** we will pay as follows:

- total loss – **we** will pay the value of that item. For items listed individually, the value is the amount shown for each item specified on **your schedule**
- partial loss – if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the value of the damaged item. If **we** decide to repair the damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the amount shown for each item specified on **your schedule**.

**Unspecified Items** - all items that **you** have not specified.

**We** will decide whether to repair, replace or make a cash settlement for any lost or damaged item. If **we** decide to make a cash settlement **we** will pay the market value of the item on the date of loss. If **we** decide to repair it **we** will also pay for any loss in value. The most **we** will pay for any one item, pair or set is £10,000.

#### Pairs and Sets

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment **we** make will take account of the increased value. **You** may decide if **we** pay the value of the entire pair or set. The most **we** will pay is the value of that pair or set.

#### Full Payment

If **we** pay the full **sum insured** for an item, pair or set, then **we** have the right to take possession of it.

#### Recovered Property

If **we** recover any of **your** property after a loss, **we** will write to **you** at **your** correspondence address shown on **your schedule** and **you** can buy it back from **us** within sixty (60) days. **We** will charge:

- the amount **we** paid for **your** claim plus interest; or
- the fair market value of the item at the time **we** recover it; whichever is less.

## 4. Special Extensions

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

**We will pay for:**

### 1. New Possessions

Loss or damage to **your** newly acquired **valuables** provided **you** advise **us** within sixty (60) days from the date of purchase and **you** pay the full additional premium applicable.

### 2. Defective Title

If during the **period of insurance**, a person claims that an item of jewellery is not rightfully yours and **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.

**We** will only do this under the following circumstances:

- the item was bought by **you** during the **period of insurance**;
- **you** advise **us** of the claim during the **period of insurance**; and
- **you** made reasonable enquiries about its provenance before **you** bought the item.

**We will not pay for:**

- a) more than 20% of the total **valuables sum insured**.
- a) more than 10% of the total **sum insured** for jewellery and up to a maximum of £25,000.
- b) any items that **you** inherited or that were given to **you**.

## Section 4 - Valuables - Exclusions

### What is not covered

The following exclusions apply to the **valuables** section of the **policy**:

- 1) Loss or damage to any item being transported unless it is adequately packed and secured depending on the nature of the item and how it is transported.

## Section 5 - Your Liabilities

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

### 1. What is covered

If 'Section 1 - Buildings' is covered **you** are automatically insured for the following:

- **your** liability as owner of the **home**
- the 'Special Extensions' shown under 3 below.

If 'Section 2 – Contents' is covered **you** are automatically insured for the following:

- **your** liability as occupier of the **home**
- **your** personal liability
- **your** liability to **your domestic employee(s)**
- the 'Special Extensions' shown under 3 below.

### 2. How much we will pay

#### Your Liability as Owner of the Home

We will pay any claim that **you** become legally liable for as owner, due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property in or around the **home**, provided that the claim is not excluded under this section, general conditions and/or the general exclusions.

#### Your Liability as Occupier of the Home

We will pay any claim that **you** become legally liable for as occupier, due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property in or around the **home**, provided that the claim is not excluded under this section, general conditions and/or the general exclusions.

#### Your Personal Liability

We will pay any claim that **you** become legally liable for due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property, provided that the claim is not excluded under this section, the General Conditions and/or the General Exclusions.

#### Your Liability to Your Domestic Employee(s)

We will pay any claim that **you** become legally liable for due to an accident which causes **bodily injury** or disease to **your domestic employee(s)**, provided that the claim is not excluded under this section, the General Conditions and/or the General Exclusions. The accident must happen during the **period of insurance** and arise from work the **domestic employee(s)** are employed to do for **you** in the **territorial limits** or whilst on temporary trips abroad.



### 3. Special Extensions

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

**We will pay for:**

#### 1. Defective Premises Cover

**We will pay** any claim **you** are legally liable for in connection with any house formerly owned or occupied by **you** and incurred by reason of

- Section 3 of the Defective Premises Act 1972, or
- Section 5 of the Defective Premises (Northern Ireland) Order 1975

provided that at the time of the incident giving rise to liability **you** had disposed of all legal title to and interest in that **home**, and no other insurance covers the liability.

If **you** cancel this **policy** on the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for seven (7) years from the cancellation date provided no other **policy** covers the liability.

#### 2. Unrecovered Damages

**We will cover you** for sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding 3 months after the award has been made.

#### 3. Director or Officer Liability

**We will cover your** legal liability arising out of any voluntary work **you** do as a director or officer of a registered charity or other non-profit seeking organisation.

**We will not pay for:**

- a) more than £1,000,000.

- a) more than £2,000,000 in any one **period of insurance**.

- a) more than £1,000,000 in any one **period of insurance**.
- b) the first £750 of any claim.

## Section 5 - Your Liabilities - Exclusions

### What is not covered

The following exclusions apply to the liabilities section of the **policy**:

**We do not cover your liability arising from:**

1. any one accident or series of accidents arising out of any one event, plus the costs and expenses incurred by **you** with **our** written consent for more than £5,000,000 (£10,000,000 for **your** liability to **your domestic employee(s)**).
2. **bodily injury to you** or to **your** employees, unless they are **domestic employee(s)**.
3. loss or damage to property owned or occupied by or in the custody or control of **you**, other than property for which **you** as tenant are legally liable to the owner.
4. any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
5. any caravan.
6. any motorised vehicle, quad bike, golf buggy, motorbike under 51cc, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox whilst being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
7. any aircraft or boat or vessel other than what **we** have defined as **watercraft**.
8. the ownership, possession or use of any unlicensed firearm.
9. which **you** have assumed under a contract and which would not otherwise have attached.
10. **bodily injury** arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
11. any business activity, profession or occupation or any activity carried out on **your** land that **you** derive an income from, other than the use of **your home** as an office for non-manual work.
12. any incident occurring outside the **period of insurance**.
13. any claims under the golfer's cover under Section 2 – Contents – 4. Special Extension 24 arising as a result of a pre-existing medical condition unless declared and agreed by **us** with any required additional premium paid. Nor will **we** pay any claims arising from a medical condition which is not substantiated by a written report from the treating doctor confirming **your** inability to play golf.
14. any damages, claimant's costs or expenses arising from libel, slander or defamation.
15. any damages for **you** performing or **your** failure to perform professional services, including advice, for which **you** are legally responsible or licensed.
16. **your** liability for punitive fines, penalties or damages.
17. **your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
18. any work **your** employees do for **you** other than **domestic duties**.
19. **your** employees work in the United States of America or Canada, after they have been in either or both of these countries for more than eighty nine (89) days in total during the **period of insurance**.
20. **your** liability under the Defective Premises Act for the cost of putting right any fault or alleged fault.
21. **your** ownership, occupation, possession or use of any land or building that is not at the address shown on **your schedule** other than damage to property for which **you** as tenant are legally liable to the owner.
22. if **you** are entitled to payment under any other insurance until such insurance is exhausted.

23. any criminal or violent act to another person or their property.
24. costs and expenses incurred by **you** without our written consent.
25. escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

### **Basis of claims settlement**

**We** will pay up to the limit stated on **your schedule** for any one accident or claim.

## Section 6 - Legal Expenses & Identity Theft

Your **schedule** of insurance will show if this section is operative.

This section is administered by ARAG plc under a binding authority agreement with the **insurer** as shown on your **schedule**. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

### Privacy Statement for Section 6

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website [www.arag.co.uk](http://www.arag.co.uk)

#### 1. Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with the General Data Protection Regulations. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

#### 2. Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this Section of cover, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

#### 3. Keeping personal information

**We** shall not keep personal information for any longer than necessary.

#### 4. Your rights

**You** have a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

### How to make a claim under Section 6

**You** must notify **us** as soon as possible (and within 30 days for rent arrears claims).

1. under no circumstances should **you** instruct **your** own lawyer or accountant as the **insurer** will not pay any costs incurred without our agreement.
2. **you** can download a claim form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or request one by calling **us** on 0117 917 1698, between 9am and 5pm Monday to Friday.
3. **your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself.  
**We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.
4. within five working days of receiving all the information needed to access the availability of cover under this section **we** will write to **you** either:
  - a) confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
  - b) if the claim is not covered, explaining in full why and whether **we** can assist in another way.
5. when a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Customer complaints procedure for Section 6

We are committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department. We can be reached by:

- telephone: 0117 917 1561 (hours of operation are 9am -5pm, Mondays to Fridays excluding bank holidays. (For our mutual protection and training purposes calls are recorded)
- e-mail: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk) or
- write to: ARAG plc 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Should **you** remain dissatisfied **you** can pursue **your** complaint further with Lloyd's. They can be reached by:

- telephone: 0207 327 5693, Fax 0207 327 5225
- e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com), website [www.lloyds.com/complaints](http://www.lloyds.com/complaints) or
- write to: Lloyd's, One Lime Street, London EC3M 7HA.

If Lloyd's is not able to resolve the dispute to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service. Please see the customer complaints procedure shown on **your schedule** for details of the Financial Ombudsman Service.

## Additional services available under Section 6

The following services are available to **you** during the **period of insurance**:

### Helplines

All helplines are subject to fair and reasonable use.

The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** helpline usage is becoming excessive they will tell **you**. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

### Legal and tax advice helpline 0344 571 7976

If **you** have a legal or tax problem **we** recommend that **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law or personal tax matters within the UK.

**Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Crisis communication 0344 571 7964

Where **you** need to respond to negative publicity or media attention. **You** can access professional public relations support and crisis communication services.

### Identity theft resolution service 0333 000 2083

This helpline provides advice to help **you** keep **your** identity secure. If **you** suspect **you** are a victim of identity theft, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties.

This service is available from 8am to 8pm seven days a week.

### Online legal services [www.araglegal.co.uk](http://www.araglegal.co.uk)

Register at [www.araglegal.co.uk](http://www.araglegal.co.uk) using the voucher codes shown below to access our digital law guide and download useful legal documents and letters such as a free will for consumers. Many documents can be downloaded for free while others attract a modest charge. The registration process is quick and easy and it allows **you** to set **your** own secure password for future site visits. Once **you** have selected a document, follow the simple prompts on the screen to complete it. Guidance notes are available to help **you**. Documents can be saved to **your** own device and/or stored securely on the site.

The voucher code to register for consumer legal documents is AFE48BBE98B5.

In addition to the **policy** definitions shown on pages 7 to 11 the words shown as definitions below apply specifically to this section.

## Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on **your** behalf.

## Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee".

## Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

## Communication costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where **you** have taken advice from **our** Identity Theft Advice and Resolution Service.

## Legal costs & expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- b) reasonable experts' reports, reasonably and proportionately incurred by the **appointed advisor**.
- c) in civil claims, other side's costs, fees and disbursements where **you** have been ordered to pay them or pay them with **our** agreement.
- d) reasonable accountancy fees reasonably incurred under Insured event g) Tax by the **appointed advisor** and agreed by **us** in advance.
- e) the professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under Insured event m) Crisis communication.

## Let property

Residential property located in England & Wales, Scotland or Northern Ireland that is owned by **you** and which **you** let or intend to let under a **tenancy agreement**.

## Reasonable prospects of success

- a) Other than set out in b) and c) below, a greater than 50% chance of **you** successfully pursuing or defending the claim and, if **you** are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- b) In criminal prosecution claims where **you**
  - plead guilty, a greater than 50% chance of reducing any sentence or fine or
  - plead not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) In all claims involving an appeal, a greater than 50% chance of **you** being successful.

Where it has been determined that **reasonable prospects of success** as set out in a), b) and c) above do not exist, **you** will be liable to pay any legal costs incurred should **you** pursue or defend **your** claim irrespective of the outcome.

## Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **territorial limit** where this section applies.

## Tenancy agreement

An agreement that **you** have entered into with a tenant to let out **your let property** under:

- a) an assured shorthold tenancy; or
- b) a shorthold tenancy; or
- c) an assured tenancy;  
as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act or
- d) where **your let property** has been let:
  - in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
  - to a limited company or business partnership for residential use by its employees.

## Territorial limit

For insured events covered 2. Contract and 4. Personal injury; the **United Kingdom**, countries in the European Union, Norway and Switzerland. For all other Insured events covered, the **United Kingdom**.

## We/us/our

ARAG plc (registered in England under number 02585818). Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

## You/your

**You**, **your** partner and relatives permanently living with **you** in **your home** (including children temporarily away from **home** for the purpose of higher education).

# 1. What is covered

Following an event that is covered by this section the **insurer** will pay **your legal costs & expenses** up to £100,000 (or other sum as stated in this section) for all claims related by time or original cause, including the cost of appeals subject to all of the following requirements being met.

- a) the event occurs within the **territorial limit**.
- b) the claim:
  - always has **reasonable prospects of success**
  - is reported to **us**:
    - i) during the **period of insurance**
    - ii) as soon as **you** first become aware of circumstances which could give rise to a claim and within 30 days of first becoming aware of rent arrears where **you** have a dispute with a tenant of **your let property**.
- c) unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** in any claim:
  - to be heard by the **small claims court** /or
  - before proceedings have been or need to be issued.
- d) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

## 2. Insured events covered

What the **insurer** will pay for:

### a) Employment

A dispute with **you** current, former or prospective employer relating to **your** contract of employment or related legal rights. A claim can be brought once all internal dismissal and grievance procedures as set out in the:

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance procedures in Northern Ireland,

have been or ought to have been concluded. **You** are required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

### b) Disputes with **your domestic employees**

A dispute with **your domestic employee** that arises from:

- their dismissal by **you**
- the breach or alleged breach of terms of a contract of employment or service occupancy agreement between **you** and **your domestic employee**
- an alleged breach of **your domestic employee's** legal rights under employment laws.

### c) Contract

A dispute arising out of an agreement or alleged agreement entered into by **you** for:

- buying or hiring consumer goods or services
- privately selling goods
- buying or selling **your home** or **your let property**
- renting **your home** as a tenant or occupying it under a lease.

What the **insurer** will not pay for:

Any claim relating to:

- a) disputes arising solely from personal injury
- b) defending **you**, except for defending an appeal
- c) **legal costs & expenses** for an employer's grievance hearing or appeal
- d) fees that are recoverable from an employer or ex-employer by order of a court or tribunal
- e) **your** employer's or ex-employer's pension scheme
- f) a compromise agreement between **you** and **your** employer. **We** will be able to help **you** find a suitable solicitor who will assist **you** with this at **your** expense.

Any claim relating to:

- a) the cost of representation at disciplinary hearings or internal grievance procedures.
- b) personal injury.
- c) **you** pursuing a claim against **your domestic employee** other than a claim to recover possession of a part of **your home** or other accommodation provided by **you** under a service occupancy agreement.

Any claim relating to:

- a) disputes with tenants or where **you** are the lessor.
- b) loans, mortgages, pensions, life or long term insurance products, savings or investments.
- c) **your** business activities, trade, venture for gain other than in relation to **your let property**, profession or employment.
- d) a contract involving a motor vehicle.
- e) a settlement due under an insurance policy.
- f) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.



What the **insurer** will pay for:

d) Property

A dispute relating to visible property owned by **you** following:

- an event which causes **accidental damage** to **your** property, including **your home and let property**
- a public or private nuisance trespass provided that where any boundary is in dispute **you** have proof of where the boundary lies;

**You** must:

- be able to provide a detailed inventory of the condition and **contents** of **your let property** which has been signed by **your** tenant(s) and
- comply with tenancy deposit regulations.

e) Personal injury

A sudden event directly causing **you** physical bodily injury or death.

f) Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

g) Tax

A formal enquiry into **your** personal tax affairs provided that all returns are complete and have been submitted within legal timescales.

What the **insurer** will not pay for:

- a) an **excess** of £250 applies where **your** dispute arises from **accidental damage**. **You** must pay when **we** accept **your** claim.
- b) any claim relating to:
  - contract **you** have entered into other than a **tenancy agreement**
  - a motor vehicle
  - the compulsory purchase of, or demolition, restrictions, controls or permissions place on **your** property by any governmental, local or public authority
  - defending a dispute arising from **accidental damage** other than defending a counter claim or appeal
  - a dispute with any party other than the person(s) who caused **accidental damage**, nuisance or trespass.

Any claim relating to:

- a) a condition, illness or disease which develops gradually over time.
- b) mental injury, nervous shock, depression or psychological symptoms where **you** have not sustained physical bodily injury.
- c) defending any dispute other than an appeal.

- a) any claim relating to a contract dispute.
- b) defending any dispute other than an appeal.

Any claim relating to:

- a) tax returns were HM Revenue & Customs impose a penalty or which contain careless or deliberate mis-statements.
- b) **your** business, venture for gain or **let property**.
- c) an investigation by the Fraud Investigation Service of HM Revenue & Customs.
- d) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements.
- e) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

What the **insurer** will pay for:

h) Legal defence

- Work

An alleged act or omission by **you** that arises from **your** work as an employee and results in:

- i) **you** being interviewed by the police or others with the power to prosecute
- ii) a prosecution being brought against **you** in a criminal court
- iii) civil proceedings being brought against **you** under unfair discrimination laws.

- Motor

A motoring prosecution being brought against **you**.

- Landlord

A prosecution that arises from a breach or alleged breach of **your** legal obligations as the landlord of **your let property**.

- Other

A formal investigation or disciplinary hearing brought against **you** by a professional or regulatory body.

i) Loss of earnings

**Your** absence from work to attend court, tribunal, mediation, or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

j) Identity theft

A dispute arising from the use of **your** personal information without **your** permission to commit fraud or other crimes provided **you** contact our identity theft advice and resolution service as soon as **you** suspect **your** identity may have been stolen.

k) Vehicle cloning protection

**Your** receipt of a parking summons, civil penalty notice or notice of criminal prosecution (not otherwise covered by Insured event g) above), following **your** vehicle number plate being illegally cloned; provided that **you** can provide **your** car log book, driver's licence and proof of address.

l) School admission appeals

An appeal to the responsible independent admissions appeal panel following refusal by the relevant admission authority to allocate a place to **your** child at **your** preferred school.

What the **insurer** will not pay for:

Any claim relating to:

- a) owning a vehicle or driving without motor insurance or driving without a valid driving licence.
- b) a parking offence.

- a) loss of earnings in excess of £1,000.
- b) any sum which can be recovered from the court.

- a) money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

- a) a complaint to the Local Government Ombudsman or Education Funding Agency following an unfavourable decision by the responsible independent admissions appeal panel.

What the **insurer** will pay for:

m) Crisis communication

Following an event which causes **your** business significant adverse publicity or reputational damage **we** will:

- liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this policy, or acts on **your** behalf under any other policy), to draft a media statement or press release
- prepare voicemail or website script
- arrange, support and represent **you** at an event which media will be reporting
- support **you** by taking phone calls/email messages and managing interaction with media outlets
- support and prepare **you** for media interviews

provided that **you** have sought and followed advice from **our** Crisis communication helpline.

n) Repossession of let property

Pursuit of **your** legal rights to repossess **your let property** provided **you**:

- give the tenant the correct notices for the repossession; and
- will try to get repossession under:
  - i) Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996; or
  - ii) Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988; or
  - iii) Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
  - iv) Part 2, Section 33 of the Housing Act (Scotland) 1988.
  - v) the provisions of the Private Tenancies (Northern Ireland) Order 2006; or
  - vi) from a limited company or business partnership where **your let property** is occupied by their employees for residential use

o) Recovery of rent arrears

Pursuit of **your** legal rights to recover rent owed to **you** by **your** tenant under the terms of a **tenancy agreement** provided that **you** notify **us** within 30 days of first becoming aware of rent arrears.

What the **insurer** will not pay for:

- a) matters that should be dealt with through **your** normal complaints procedures
- b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
- c) **legal costs & expenses** in excess of £10,000

## Section 6 - Legal Expenses & Identity Theft - Exclusions

### What is not covered

The following exclusions apply to the Legal Expenses & Identity Theft section of the **policy** (in addition to the General **policy** exclusions).

**You** are not covered for any claim arising from or relating to:

1. **legal costs & expenses** incurred without our consent
2. any actual or alleged act or omission or dispute happening before or existing at the start of cover under this section which **you** believed or ought reasonably to have believed could lead to a claim under this section
3. an amount below £100
4. an allegation against **you** involving:
  - a) assault, violence or dishonesty, malicious falsehood or defamation
  - b) the manufacture, cultivation, dealing in or use of illegal drugs, the illegal use of or dealing in alcohol or illegal immigration offences (except in relation to Insured event covered k) vehicle cloning protection in respect of which an allegation of dishonesty is covered; and Insured event m) Crisis communication in respect of which any such allegations are covered)
  - c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. defending a claim in respect of damages for:
  - a) personal injury
  - b) **accidental damage** or loss to property which **you** own
6. a dispute between **your** family members
7. a deliberate or reckless act by **you**
8. a dispute arising from or relating to clinical negligence except as provided for in Insured event covered f)
9. a disagreement with a tenant of **your let property** during the first 90 days of the start of cover under this section where the **tenancy agreement** commenced before the start of this section unless **you** were insured for equivalent cover immediately prior to the start of this section
10. registering, assessing, or reviewing rent, rent control, the property chamber of the first tier tribunal
11. **let property** which has or should have been registered as a House of Multiple Occupation
12. judicial review
13. a group litigation order
14. the payment of fines, penalties or compensation awarded against **you**
15. a **dispute** with **us** not dealt with under condition 6 of this section or the **insurer** or the company that sold this **policy**.

### Special conditions

The following conditions apply to the Legal Expenses & Identity Theft section of the **policy** (in addition to General and Claims Conditions of this **policy**)

1. **Your** responsibilities  
**You** must:
  - a) tell **us** immediately of anything that may make it more difficult or costly for the **appointed advisor** to resolve the claim in **your** favour
  - b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with the progress of the claim and not hinder them
  - c) take reasonable steps to claim back **legal costs & expenses** and where recovered pay them to the **insurer**
  - d) keep **legal costs & expenses** as low as possible.

## 2. Freedom to choose an appointed advisor

- a) in certain circumstances as set out in 2.b) below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) **you** may choose the **appointed advisor** if:
  - **we** agree to start proceedings or proceedings are issued against **you**, or
  - if there is a conflict of interest,except where **your** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- c) where **you** wish to exercise **your** right to choose **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms).
- d) if **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without our written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- e) in respect of a claim under Insured events covered a) Employment, c) Contract, e) Personal injury and f) Clinical negligence **you** must enter into a **conditional fee agreement** unless the **appointed advisor** enters into a **conditional fee agreement** with **us**, where legally permitted.

## 3. Consent

- a) **You** agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) **You** must have **your** agreement to claim under this policy.

## 4. Settlement

- a) the **insurer** has the right to settle **your** claim by paying its reasonable value.
- b) the **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreed between **you** and **your** employer or ex-employer under Insured event covered a) Employment.
- c) **you** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without our written agreement.
- d) if **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- e) **you** must settle **communication costs** when **you** use the Identity Theft Resolution service in the first instance and make a receipted claim to **us** for reimbursement.

## 5. Barrister's opinion

**We** may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the value or merits of **your** claim. If the opinion supports **you**, the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under Special condition 6. below.

## 6. Disputes

If any dispute between **you** and **us** arises from this section of the **policy** **you** can make a complaint to **us** as described at the start of this section and **we** will try to resolve the matter. If **we** are unable to address **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## 7. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy or any claim that would have been covered by another policy if this section did not exist.

## 8. Acts of Parliament

All legal documents and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and any subsequent amending or replacement legislation.

## Section 7 - Home Emergency

Your **schedule** of insurance will show if this section is operative.

This section is administered by ARAG plc under a binding authority agreement with the **insurer** as shown on your **schedule**. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

### Privacy Statement for Section 7

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website [www.arag.co.uk](http://www.arag.co.uk)

#### 1. Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with the General Data Protection Regulations. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

#### 2. Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this Section of cover, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

#### 3. Keeping personal information

**We** shall not keep personal information for any longer than necessary.

#### 4. Your rights

**You** have a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

### How to make a claim under Section 7

What to do if **you** have a **home emergency**

1. telephone 0333 000 7814 (lines are open 24 hours a day, 365 days a year) as soon as possible providing **us** with **your** name, address and the nature of the problem.
2. **we** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the damage. If the incident relates to an emergency covered by this section **we** will instruct a member of our emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.
3. if **you** are claiming for alternative accommodation costs **you** must obtain our authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
4. it is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors as the **insurer** will not pay their costs.
5. **you** must report any major emergency which could result in serious damage to the **home** or injury to the Emergency services or the company that supplies the service.
6. **your** call will be recorded for training and security purposes and will be answered as soon as possible.

## Customer complaints procedure for Section 7

**We** are committed to providing a first class service at all times. However, if a complaint arises please contact **us** using the number **you** rang to report **your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to our Customer Relations Department. Where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know **we** are reviewing **your** complaint. Alternatively **you** can contact our Customer Relations Department directly. **We** can be reached by;

- telephone: 0117 917 1561 (hours of operation are 9am -5pm, Mondays to Fridays excluding bank holidays. (For our mutual protection and training purposes calls are recorded).
- e-mail: customerrelations@arag.co.uk or
- write to: ARAG plc 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Should **you** remain dissatisfied **you** can pursue **your** complaint further with Lloyd's. They can be reached by:

- telephone: 0207 327 5693, Fax 0207 327 5225
- e-mail: complaints@lloyds.com, website www.lloyds.com/complaints or
- write to: Lloyd's, One Lime Street, London EC3M 7HA.

If Lloyd's is not able to resolve the dispute to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service. Please see the customer complaints procedure shown on **your schedule** for details of the Financial Ombudsman Service.

In addition to the **policy** definitions shown on pages 7 to 11 the words shown as definitions below apply specifically to this section.

### Central heating boiler

A boiler:

- a) located in **your home** (or connecting garage), and
- b) which has been serviced no more than twelve months prior to the date of **your home emergency**.

### Contractor

The contractor or trades person chosen by **us** to respond to **your home emergency**.

### Emergency costs

- a) the **contractor's** call out charge and labour.
- b) replacement parts and repair materials.
- c) alternative accommodation costs incurred under Insured event covered 9.

### Home emergency

A sudden unexpected event which clearly requires immediate action in order to:

- a) prevent damage or avoid further damage to **your home** and/or
- b) render the **home** safe or secure, and/or
- c) restore the main services to the **home**, and/or
- d) alleviate any health risk to **you**.

### Vermin

Black or brown rats, house or field mice and wasps' or hornets' nests.

### We/Us/Our/Insurer(s)

ARAG plc (registered in England under number 02585818).

Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN, (or appointed agents on its behalf).

## 1. What is covered

Following an Insured event covered that results in a **home emergency** the **insurer** will pay **emergency costs** provided that:

- a) the claim is reported to **us**:
  - during the **period of insurance**
  - as soon as possible after **you** first become aware of a **home emergency**
- b) **you** always agree to use the **contractor** chosen by **us**.

## 2. How much the insurer will pay

The **insurer** will pay **emergency costs** up to £1,000 for all claims related by time or original cause.

## 3. Insured events covered

What the **insurer** will pay for:

### 1. Main Heating System

The total failure or complete breakdown whether or not caused by **accidental damage** of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks in **your home**).

### 2. Plumbing & Drainage

**Accidental damage** to or blockage or breakage or flooding of the drains or plumbing system including water storage tanks, taps and pipework located within **your home**.

### 3. Roofing

Damage to the roof of **your home** where there is ingress of water from an external source.

### 4. Home Security

Damage (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.

### 5. Toilet Unit

Breakage or mechanical failure of a toilet bowl or cistern resulting in loss of function.

### 6. Domestic Power Supply

The failure, whether or not caused accidentally of **your home's** electricity or gas supply.

### 7. Lost Keys

The loss or theft of the only available keys if **you** cannot replace them to gain access to **your home**.

### 8. Vermin Infestation

Vermin causing damage inside the **home** or a health risk to **you**.

### 9. Alternative Accommodation Costs

**Your** overnight accommodation costs for a single night including transport to such accommodation following a **home emergency** which makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

What the **insurer** will not pay for:

Any claim relating to:

- a) a **central heating boiler** which is more than 15 years old.
  - b) LPG fuelled, oil fired, warm air or solar heating systems.
  - c) boilers with an output over 60Kw/hr.
- 
- a) blockage of supply or waste pipes due to freezing weather conditions.
- 
- a) the interruption, failure, disconnection of the mains electricity, mains gas or mains water supply.



## What is not covered

The following exclusions apply to the Home Emergency section of the **policy** (in addition to the General **policy** exclusions).

**You** are not covered for any claim arising from or relating to:

1. **emergency costs** that have been incurred before **we** accept a claim
2. a call out for a home emergency which happens in the first 48 hours of cover if **you** purchase this section of cover at a different time from other sections of this **policy**
3. **emergency costs** when there is no-one at **home** when the **contractor** arrives
4. any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
5. the cost of making permanent repairs including any redecoration or making good the fabrics of **your home**:
  - a) once the emergency situation has been resolved
  - b) arising from damage caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to **your home**
6. garages, outbuildings, boundary walls, fences, cesspits, fuel tanks or septic tanks
7. **your home** being left **unoccupied**
8. goods or materials covered by a manufacturer's installer's or supplier's warranty
9. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions or which is caused by a design fault which makes them unfit for use
10. a claim covered by another policy or that would have been covered by another policy if this section did not exist
11. **subsidence, landslip or heave**
12. a property that is not **your** main residence or that **you** rent or let.

## Special conditions

The following conditions apply to the Home Emergency section of the **policy** (in addition to General and Claims Conditions of this **policy**).

### 1. Your responsibilities

**You** must:

- a) not do anything that hinders **us** or the **contractor**
- b) tell **us** immediately after first becoming aware of any **home emergency**
- c) tell **us** immediately of anything that may alter our assessment of the claim
- d) provide **us** with everything **we** need to help **us** handle the claim
- e) take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- f) be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

### 2. Consent

**You** must not incur or settle **emergency costs** that **you** wish to claim for under this section without **our consent**. The **insurer** shall have no liability for costs incurred without **our** consent.

### 3. Disputes

If any dispute between **you** and **us** arises from this section of the **policy** **you** can make a complaint to **us** as described at the start of this section and **we** will try to resolve the matter. If **we** are unable to address **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## Section 8 – Cyber

The **insurer** for the cover granted under Section 9 is HSB Engineering Insurance Limited.

HSB Engineering Insurance Limited, is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (and PRA).

### Definitions

In addition to the general definitions the following definitions apply to Section 8 of the **policy** only. Each time one of the words below is used it will have the same meaning wherever it appears in Section 8 or the **schedule**. To help identify these words they will appear in **bold** in the **policy** wording.

#### Cyber event

- malicious deletion, corruption, unauthorised access to, or theft of **data**; or
- **damage** or disruption caused by **computer virus, hacking** or **denial of service attack**; affecting **your home systems**.

#### Damage

Total or partial loss, damage, destruction, or corruption.

#### Damages

- financial compensation **you** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **you**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- third parties' costs and expenses **you** have to pay as a result of a claim being brought against **you**.

#### Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **home systems**, but not including software and programs.

#### Defence costs

Costs and expenses **we** agree to in writing for investigating, settling or defending a claim against **you**.

#### Denial of service attack

Malicious and unauthorised attack which overloads any **home systems**.

#### Hacking

Unauthorised or malicious access to any **home systems** by electronic means.

#### Home systems

Any personal computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

#### Personal data

Information which could identify **you** or allow **your** identity to be stolen or fraud to take place on **you**.

# 1. What is covered

## 1 – Cyber home systems damage

We will pay for the following arising as a result of a **cyber event you** discover during the **period of insurance**:

### a) Home systems restoration

The cost of investigating, reconfiguring and rectifying any **damage to your home systems**, and restoring **data** (but not the cost to recreate **data** if **you** cannot restore it from other sources).

This does not include the value of **data to you**, even if the **data** cannot be restored.

### b) Computer virus removal

The cost of locating and removing a **computer virus** from **your home systems**; and

### c) Professional assistance

The cost of hiring professional consultants to make recommendations on how to prevent **your home systems** from being infected by **computer virus** or to prevent **hacking**.

## 2 – Cyber crime

We will pay for the following which **you** discover during the **period of insurance**:

### a) Fraud

**Your** financial loss as the result of a fraudulent communication or input, destruction or modification of **data in your home systems** which results in:

- **money** being taken from any account;
- goods, services, property or financial benefit being transferred; or
- any credit arrangement being made;

as long as **you** have not received any benefit in return.

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

### b) Telephone hacking

**Your** liability to make any payment to **your** telephone service provider as the result of **hacking** into **your home systems**.

### c) Cyber ransom

The cost of responding, and with **our** written agreement the payment of a ransom demand, if anyone has or threatens to:

- disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

as long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the police.

### d) Identity theft assistance

The cost of identity theft assistance, and monitoring **your** credit records, to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your** **personal data**.

### 3 – Cyber online liability

We will pay **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **period of insurance** as the result of:

#### a) Data privacy

**You** failing to secure, or prevent unauthorised access to, publication of or use of **data** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

#### b) Computer virus transmission

**You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus, hacking attack** or **denial of service attack** from **your home systems** to a third party; or

#### c) Defamation and disparagement

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online.

## 2. How much we will pay

The most **we** will pay for all claims **we** accept under this **policy** in total for the **period of insurance** is the **sum insured**, regardless of the number of claims.

If there is more than one person named on **your schedule**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**.

#### Defence costs

Any **defence costs** **we** pay will be included within, not in addition to, the **sum insured**.

#### Paying out the sum insured

For any and all claims arising for the **period of insurance** **we** may pay the full **sum insured** that applies.

When **we** have paid the full **sum insured**, **we** will not pay any further amounts for any claims or for associated **defence costs**.

## 3. Conditions

The following conditions apply in addition to the 'General Conditions' shown on page 12 of the **policy**. If **you** fail to comply with any of these conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

### 1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under **your policy**, **you** must:

- take all reasonable steps and precautions to prevent further damage or other loss covered by **your policy**;
- immediately tell the police about any loss or damage relating to crime and get a crime reference number;
- tell the person who arranged **your policy** (or **us**), providing full details, as soon after the incident or circumstances as possible;
- tell the person who arranged **your policy** (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

In addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under '3 - Cyber online liability';

- keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- give **us** details of any other insurances **you** may have which may cover loss covered by this **policy**;
- attempt to recover financial loss relating to **your** claim under '2 - Cyber crime' from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

**You** must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without **our** written permission.

## 2. Fraudulent claims

If **you** (or anyone acting for **you**) make a claim knowing that any part of the claim is fraudulent (dishonest, false or exaggerated), **we** will not pay the claim and **we** may cancel **your policy** from the time of the fraudulent act relating to **your** claim and **we** may keep any premium **you** have paid (see 'Cancellation' section on page 2).

## 3. Enforcing your rights

**We** may, at **our** expense, take all necessary steps to enforce **your** rights against any third party. **We** can do this before or after **we** pay a claim. **You** must not do anything before or after **we** pay **your** claim to affect **our** rights and **you** must give **us** any help and information **we** ask for.

**You** must take reasonable steps to make sure that **you** protect **your** rights to recover amounts from third parties.

## 4. Protecting data

**You** must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

## 5. Controlling defence

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

## 6. Reasonable care

**You** must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your policy**.

## 7. Defence software

**Your home systems** must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

## 8. Data backup

**You** must back up **your data** at least every month.

**You** must take precautions to make sure that all **data** is stored safely.

**We** may still pay a claim if **you** can show that **you** do usually keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

## 4. Exclusions

The following exclusions apply in addition to the 'General Exclusions' shown on page 14 of the **policy**.

**We** will not pay for any cost, **damages**, liability, loss, or **defence costs** arising from the following:

### 1. Advance fee fraud

An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

### 2. Business activities

Any activities carried out by **you** for business or professional purposes.

### 3. Circumstances before your policy started

- Circumstances which existed before any cover provided by **your policy** started, and which **you** knew about.
- Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.

### 4. Infrastructure failure

Failure or interruption of or damage to any electrical power supply network or telecommunication network not owned and operated by **you** including, but not limited to, the internet, internet service providers, DNS service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

### 5. Intellectual property rights

Infringement of intellectual property rights.

### 6. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

### 7. Other insured parties

Any dispute or claim between **you**.

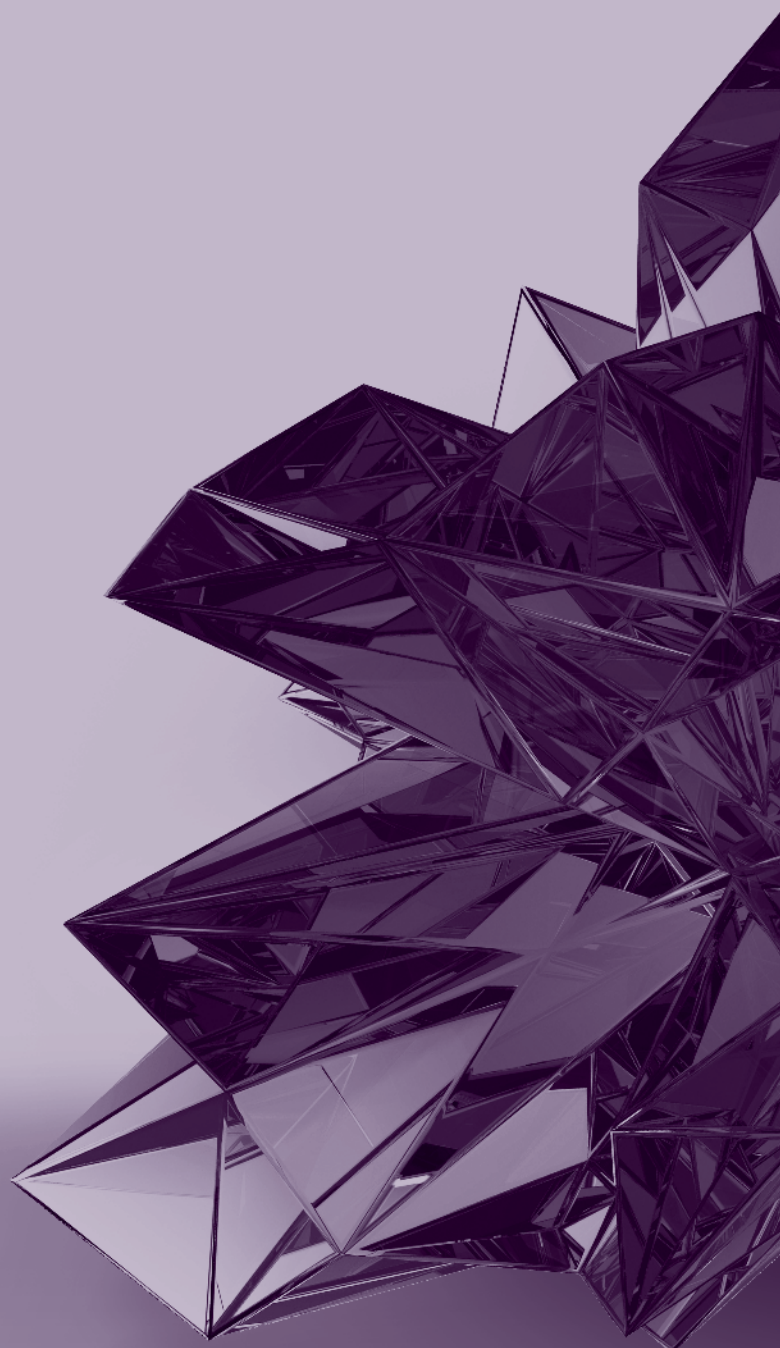
### 8. Wear and tear

Losses due to:

- wear and tear, gradual deterioration or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion; or
- gradual reduction in performance.

However, **we** will pay for loss resulting from the causes above which **we** would otherwise have paid under **your policy**.





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