



**Home and Contents
Insurance**

POLICY WORDING

Welcome to

ASSETSURE

Home and Contents Insurance Policy

This policy is administered by Assetsure and underwritten by the Insurer as per Your schedule.

The contract is based on the proposal, or any statement of facts or statement of insurance We prepare using the information You have provided.

The schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Pages 6 and 7 of this policy booklet with the exception of Sections 4 and 5 which have their own definitions which can be located at the

beginning of each Section respectively.

We will insure You against Legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

The cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when We state otherwise in the policy.



James Farley, Managing Director

IMPORTANT NOTE

PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS YOUR REQUIREMENTS. IF YOU HAVE ANY QUERIES PLEASE CONTACT ASSETSURE (DETAILS ON PAGE 39). PLEASE KEEP THIS POLICY IN A SAFE PLACE YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

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Making a Claim

Please refer to the Policy Conditions for reporting claims in particular Condition 10

1. Check that the claim is covered by **Your** policy.
Each Section of the policy tells **You** what is covered and what is not covered. The Basis of Claims **Settlement** sections of this policy will tell **You** how the claim will be settled, provided that the policy conditions are fulfilled.
2. Contact **Us** by telephone Assetsure Household Claims Department. The number appears on **Your** schedule.

NOTE: Please have **Your** policy number available.
If damage is serious in nature, immediate telephone contact is essential as **We** may need to arrange inspection of **Your** property by a member of **Our** claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay their fee.

3. **We** may be able to settle **Your** claim from the information provided in **Your** claim form but **We** may require further information, or ask **You** to furnish documentation in support of **Your** claim.
4. It is at **Our** option whether **We** replace as new, reinstate, repair or pay a cash alternative.

If **You** would prefer a cash alternative, **We** may restrict this to an amount equal to the discounted replacement price **We** would normally pay.

This helps **Us** in controlling claims costs and ultimately premiums charged.

Making a Complaint

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

We may record phone calls.

Policy Complaints

For complaints about **Buildings, Contents, Liability** and **Extra Protection** insurance please refer to **Your** policy schedule.

For complaints about policy administration and documents, contact Assetsure at:

Assetsure
1st Floor, Millbank Tower, Millbank, London, SW1P 4QP
Phone: 0207 305 5601
E-mail: complaints@assetsure.com

Legal Expenses & Home Emergency Complaints

For complaints about Section 4 Legal Expenses and Section 5 Home Emergency, contact ARAG plc Customer Relations Department at:

ARAG plc
9 Whiteladies Road, Clifton, Bristol BS8 1NN
Phone: 0117 917 1561
E-mail: customerrelations@arag.co.uk

Should **You** remain dissatisfied with how ARAG dealt with **Your** complaint, **You** may be entitled to pursue **Your** complaint further, contact Lloyd's at:

One Lime Street, London, EC3M 7HA
Phone: 0800 0234 567 or 0300 123 9123
Fax: 0207 327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Financial Ombudsman Service

If **You** remain unsatisfied with how **Your** claim was dealt with, **You** may be able to pass **Your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **Your** case.

Their address is:

The Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile.

You can visit the Financial Ombudsman Service website at www.fos.org.uk

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

If **You** take any of the action mentioned above, it will not affect **Your** right to take Legal action.

Financial Conduct Authority

Your Insurer (as per **Your** schedule) is authorised and regulated by the Financial Conduct Authority. **You** can check their website (www.fca.gov.uk), which includes a register of all the firms they regulate. Or **You** can phone them on 0845 606 1234.

Financial Services Compensation Scheme

Your Insurer (as per **Your** schedule), ARAG plc and Brit Syndicates 2978 at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS).

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

ARAG plc

ARAG plc registered in England number 02585818. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369. Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on **020 7066 1000**.

Helplines

Legal and Tax Advice: 0333 000 2081

If **You** have a Legal or tax problem **We** strongly recommend that **You** initially take advantage of **Our** confidential Legal and tax advice helpline which is provided as part of this policy; the only cost to **You** is a national rate call. The Legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal Legal matters within EU law or UK tax law and **You** can use this service as often as **You** like. **Your** query will be dealt with by a qualified specialist experienced in handling Legal and tax related matters. **You** can get advice by telephoning **0333 000 2081**. Use of this service does not constitute reporting of a claim.

Identity Theft Advice and Resolution Service 0333 000 2083

This provides:

- an identity theft advice helpline between 8am and 8pm seven days a week. This gives advice about keeping **Your** identity secure and fraud prevention tips
- help with contacting the three credit reference agencies to review any incorrect information and amend or dispute any incorrect data if personal information is used without **Your** permission to commit fraud or other crimes
- reimbursement of **Communication Costs You** will have to pay to reinstate **Your** identity.

Consumer Legal Services

Register today at: www.araglegal.co.uk and enter voucher code AFE48BBE98B5 to access the law guide and download Legal documents to help with personal Legal matters. For a fee **You** can have some documents reviewed by a solicitor to ensure they meet **Your** specific requirements.

Definitions

BEDROOM

A room used as or originally designed and built to be a **Bedroom** even if now used for another purpose.

BUILDINGS

The **Home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic out **Buildings**, permanent swimming pools, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **Home**.

COST OF REBUILDING

The full **Cost of Rebuilding** of the **Buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated Costs, including Architect and Surveyor's Fees.

CREDIT CARDS

Credit, cheque, debit, charge or cash cards.

CONTENTS

What is Insured

1. Household goods, **Valuables** and belongings, including **Money** up to £750 and **Credit Cards** up to £1,000 owned by, or the Legal responsibility of **You** or a member of **Your Family** when in **Your Home**.
2. Tenant's fixtures and fittings.
3. Visitors' **personal effects** up to £2,500 when in **Your Home** unless otherwise Insured.
4. Office equipment and office furniture used by **You** or **Your Family** for business or professional purposes up to £5,000 when in **Your Home**, unless otherwise Insured, owned by, or the Legal responsibility of **You** or a member of **Your Family**.

What is not Insured

- ▶ Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- ▶ Swimming pool covers.
- ▶ Pets and livestock.
- ▶ Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the **Home**.
- ▶ Property more specifically Insured.
- ▶ Bonds, bills of exchange, promissory notes and securities for **Money**.

- ▶ Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in **Your Home**).
- ▶ Plants, trees or any growing matter.
- ▶ Contact or corneal lenses.

EXCESS

The amount of each claim **You** have to pay. If **You** make a claim under more than one Section for loss or damage which happens at the same time and by the same cause **We** will deduct only one **Excess**.

FAMILY

You, Your domestic partner and other relations who permanently reside with **You**.

HEAVE

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

HOME

The house, bungalow or self contained flat/maisonette together with its garages and domestic out **Buildings** at the address shown in the schedule, used for private residential purposes.

INSURED / YOU / YOUR

The person or persons named as policyholder(s) in the schedule.

LANDSLIP

Downward movement of sloping ground.

MONEY

Personal **Money** held for private purposes by **You** or **Your Family** including coin and bank notes used as Legal tender, postal stamps (not in a collection), postal and **Money** orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

PEDAL CYCLE

Non-mechanically propelled **Pedal Cycle**.

PERSONAL EFFECTS

Personal property which is designed to be worn or carried on or about the person.

SETTLEMENT

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.

SUBSIDENCE

Downward movement of the ground beneath the **Buildings** that is not a result of **Settlement**.

TERRORISM

For the purpose of the General Policy Exclusion (page 38) an act of **Terrorism** means the use of biological, chemical and/

or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any Section of the public in fear.

THE COMPANY/WE/US/OUR

Please refer to the schedule for the name of **Your Insurer**.

UNFURNISHED

Without sufficient furniture and furnishings for normal living purposes.

UNOCCUPIED

Furnished but has not been permanently lived in by **You** or **Your Family**, or any other person with **Your** permission, for more than 60 consecutive days. Regular visits to the **Home** or occasional overnight stays does not represent permanently lived in.

VALUABLES

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the Legal responsibility of **You** or **Your Family**.

WATER TABLE

The **Water Table** is the area of ground below **Your** property at which the soil is permanently saturated with water. The level of the **Water Table** alters with the climate and seasons.

Section 1: Buildings *See definitions on pages 6 and 7*

What is Insured

Loss of or damage to the Buildings by the following causes:

1. Fire, smoke, explosion, lightning, earthquake
2. Storm or flood
3. Subsidence or **Heave** of the site beneath the **Buildings**, or Landslip
4. Riot, civil commotion, strikes, labour disturbances
5. Malicious acts

What is not Insured

- ▶ The **Excess** shown in the schedule.
 - ▶ Wet or dry rot.
 - ▶ Loss or damage due to any gradually operating cause.
-
- ▶ Loss or damage caused:
 - (a) by frost, subsidence, **Heave** or Landslip;
 - (b) to fences and gates.
 - ▶ Loss or damage to basement rooms as a result of a rise in the **Water Table**.
-
- ▶ Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the **Home** is damaged at the same time and by the same cause.
 - ▶ Damage caused by:
 - (a) the normal **Settlement** or bedding down of new structures;
 - (b) the **Settlement** or movement of made-up ground;
 - (c) coastal or river erosion; or
 - (d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.
 - ▶ Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the **Home** are damaged at the same time by the same cause.
 - ▶ Damage which originated prior to inception of this policy.
 - ▶ Damage resulting from:
 - (i) demolition, construction, structural alteration or repair to the **Buildings**; or
 - (ii) groundworks or excavation.
 - ▶ Any loss or damage where compensation is provided by contract or legislation.
 - ▶ The subsidence **Excess** shown in the schedule.
-
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
 - ▶ Loss or damage caused by **You, Your Family**, paying guests or tenants.

Section 1: Buildings *See definitions on pages 6 and 7*

What is Insured

6. Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance
7. Impact with the **Buildings** by aircraft or aerial devices, vehicles, or any article dropped from them, and animals
8. Theft or attempted theft
9. Leakage of oil from any fixed heating installation
10. Falling trees or branches
11. Falling television or radio aerials, aerial fittings, satellite dishes or masts

What is not Insured

- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Repairs to tanks, pipes or appliances unless caused by freezing.
- ▶ Loss or damage caused by subsidence or **Heave** of the site beneath the **Buildings**, or **Landslip** (refer to cause 3 for details of the cover provided by this policy).
- ▶ Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.
- ▶ Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.
- ▶ Loss or damage caused by domestic pets.
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Loss or damage whilst the **Buildings** or any part of them are lent, let, sub-let or occupied by anyone other than **You** or **Your Family**, except where there is forcible and violent entry or exit.
- ▶ Loss or damage caused by **You**, **Your Family**, paying guests or tenants.
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Loss or damage to gates or fences.
- ▶ The cost of the removal of the tree or branch unless damage has been caused to the **Buildings** by its fall.
- ▶ Damage caused by felling, lopping, or topping of trees.
- ▶ Loss or damage to the aerials, aerial fittings, satellite dishes or masts.

Section 1: Buildings *Extensions to Section 1: Buildings*

What is Insured

A. Fees and other Expenses

We will pay the reasonable Costs necessarily incurred by **You** with **Our** written consent as a result of loss or damage by any of the causes 1-11 of Section 1 of this policy for:

- a) architects, surveyors, Legal and other fees;
- b) the cost of clearing the site and making the **Buildings** safe; and
- c) the additional **Cost of Rebuilding** or repair of the damaged part of the **Buildings** solely to comply with any government or local authority requirements, unless **You** were given notice of the requirement before the loss or damage occurred.

B. Rent and Alternative Accommodation

If the **Home** is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of Section 1 of this policy **We** will pay:

- a) up to two year's rent that **You** are responsible for paying or would have received until the **Home** is again fit to live in.
- b) the reasonable extra accommodation Costs, incurred with **Our** written consent, for
 - i) **You, Your Family**; and
 - ii) **Your** domestic pets;
 until the **Home** is again fit to live in.

C. Glass or Sanitaryware

We will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the **Buildings**, and ceramic hobs fixed to and forming part of the **Home**.

D. Underground Pipes and Cables

We will pay:

- a) the cost of repair following accidental damage by external means to cables, underground pipes or underground tanks all servicing the **Home** and for which **You** are legally responsible; and
- b) up to £1,000 for breaking into and repairing an underground pipe for which **You** are legally responsible and which services the **Home** where it is essential to clear a blockage.

What is not Insured

- ▶ Fees for preparing any claim.
- ▶ Costs for complying with requirements **You** were notified of before the loss or damage.

- ▶ The **Excess** shown in the schedule.
- ▶ Damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Damage to ceramic hobs in movable cookers.
- ▶ Damage to secondary double glazing whilst removed for any reason.
- ▶ Malicious damage caused by **You, Your Family**, paying guests or tenants.

- ▶ The **Excess** shown in the schedule.
- ▶ Any Costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.
- ▶ Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

Section 1: Buildings *Extensions to Section 1: Buildings*

What is Insured

E. Your Liability to the Public

We will pay for damages and claimants' Costs and Expenses which **You** become legally liable to pay for accidental:

- a) death of any person;
- b) bodily injury to any person;
- c) illness or disease of any person; or
- d) damage to material property;
 - up to £2,000,000 in connection with:
 - ▶ any one claim; or
 - ▶ series of claims;

made against **You** arising out of any one event occurring during the period of insurance and incurred:

- (i) solely as owner (not as occupier) of the **Home** or the land belonging to the **Home**; or
- (ii) in connection with any previous private residence which **You** owned and occupied, 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 **You** had disposed of all Legal title and interest at the time of such occurrence;

We will also pay **Legal Costs** and Expenses incurred with **Our** written consent in the defence of any claim made against **You**.

We reserve the right to withdraw **Our** support in the defence of any claim if **We** decide the prospect of success of any judgement or potential judgement are insufficient to justify **Our** continuing support.

If **You** cancel, or do not renew, Section 1 of **Your** policy following the sale or disposal of **Your Home** the cover provided by paragraph (ii) for that **Home** will continue for seven years after this Section expires.

F. Purchasers Interest

If **You** have contracted to sell the **Buildings** and the purchaser has not **Insured** the property before completion, the purchaser will have the contractual right to the benefit of Section 1 of this policy between exchange of contracts and completion of the sale provided the purchaser completes the purchase.

G. Trace and Access

We will pay up to £5,000 for the reasonable Costs incurred with **Our** consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.

What is not Insured

- ▶ Liability arising directly or indirectly from:
 - (a) any profession, business or employment;
 - (b) the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);
 - (c) any agreement unless **You** would have been liable had the agreement not been made;
 - (d) death, injury, illness or disease of any member of **Your Family** or a domestic employee;
 - (e) loss or damage to property owned, occupied or in the custody or control of **You, Your Family** or any domestic employee; or
 - (f) the charging of any electric vehicle that is not situated within the boundary of the **Home**.
- ▶ Liability if **You** have any other insurance policy that covers the same loss.
- ▶ Liability:
 - (i) arising more than seven years after the expiry or cancellation of Section 1 of this policy; or
 - (ii) if **You** are **Insured** under a more recently effected or current policy.

- ▶ Loss or damage to the heating or water system.

Section 1: Buildings *Extensions to Section 1: Buildings continued*

What is Insured

H. Emergency Access

We will provide cover for damage to the **Home** and garden caused by forced access by the fire, police or ambulance services as a result of an Emergency.

I. Door Locks

We will pay up to £1,000 in respect of replacement locks for external doors to the **Buildings** if **Your** keys are stolen or lost.

What is not Insured

- ▶ The **Excess** shown in the schedule.
- ▶ Thefts not reported to the police.

Optional extension to Section 1

This cover does not apply unless the schedule states that accidental damage is included.

What is Insured

Accidental damage to the **Buildings**.

What is not Insured

- ▶ The **Excess** shown in the schedule.
- ▶ Damage whilst the **Buildings** or any part of them are lent, let, or sub-let, or are left **Unoccupied** or **Unfurnished**.
- ▶ Damage caused by:
 - (i) faulty workmanship, defective design or the use of defective materials;
 - (ii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin;
 - (iii) domestic pets;
 - (iv) movement, **Settlement** or shrinkage in any part of the **Buildings**;
 - (v) movement of the land belonging to the **Buildings**; or
 - (vi) demolition or structural alteration or repair.
- ▶ Any destruction or damage otherwise shown as not **Insured** under Section 1 of this policy.
- ▶ Market depreciation, the cost of maintenance and redecoration.
- ▶ The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

Section 1: Buildings

Basis of Claims Settlement

- (a) We will pay up to the sum **Insured** for **Buildings** shown in the schedule for the **Cost of Rebuilding**, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under extension A of Section 1 of this policy.
- (b) If the **Buildings** are not rebuilt or repaired We will pay at **Our** option the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.
- (c) If the **Buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (d) If at the time of any loss the sum **Insured** is less than the **Cost of Rebuilding**, **Your** claim will be reduced in direct proportion to the degree of underinsurance. For example, if the sum **Insured** under Section 1: **Buildings** only covers half the **Cost of Rebuilding** the **Buildings**, We will only pay half the cost of the repair or replacement.
- (e) We will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

Automatic Reinstatement

We will not automatically reduce the sum **Insured** by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

Section 2: Contents *See definitions on pages 6 and 7*

What is Insured

Loss of or damage to the Contents by the following causes:

1. Fire, smoke, explosion, lightning, earthquake
2. Storm or flood
3. Subsidence or **Heave** of the site beneath the **Buildings**, or Landslip
4. Riot, civil commotion, strikes, labour disturbances
5. Malicious acts

What is not Insured

- ▶ The **Excess** shown in the schedule.
- ▶ Loss or damage due to any gradually operating cause.
- ▶ **Contents** in the open at the time of any loss or damage.
- ▶ Loss or damage to **Contents** in basement rooms as a result of a rise in the **Water Table**.
- ▶ Loss or damage caused by:
 - (a) the normal **Settlement** or bedding down of new structures;
 - (b) the **Settlement** or movement of made-up ground;
 - (c) coastal or river erosion; or
 - (d) defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.
- ▶ Damage resulting from:
 - (i) demolition, construction, structural alteration or repair to the **Buildings**; or
 - (ii) groundworks or excavation.
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Loss or damage caused by **You, Your Family**, paying guests or tenants.

Section 2: Contents *See definitions on pages 6 and 7*

What is Insured

6. Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance
7. Impact with the **Buildings** by aircraft or aerial devices, vehicles, or any article dropped from them, and animals
8. Theft or attempted theft
9. Leakage of oil from any fixed heating installation
10. Falling trees or branches
11. Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts

What is not Insured

- ▶ Damage to the installation or appliance from which the water escapes.
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Loss or damage caused by subsidence or **Heave** of the site beneath the **Buildings**, or **Landslip** (refer to cause 3 for details of the cover provided by this policy).
- ▶ Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.
- ▶ Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.
- ▶ Loss or damage caused by domestic pets.
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
Loss or damage caused by **You, Your Family**, paying guests or tenants.
- ▶ Loss or damage whilst the **Buildings** or any part of them are lent, let, sub-lent or occupied by anyone other than **You or Your Family** except when force and violence are used to gain entry or exit.
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Damage to the appliance from which the oil escapes.
- ▶ Loss or damage arising from felling, lopping or topping of trees.
- ▶ Loss or damage arising from erection, dismantling, repair or maintenance.

Section 2: Contents *Extensions to Section 2: Contents*

What is Insured

A. Temporary Removal of Contents

We will pay for **Contents** lost or destroyed by any of the causes 1-11 of Section 2 of this policy whilst temporarily removed from the **Home** but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:

- a) up to £5,000 in respect of **Contents** whilst in university halls of residence or in student accommodation or otherwise; or
- b) up to 20% of the sum **Insured** for **Contents** shown in the schedule.

B. Rent and Alternative Accommodation

If the **Home** cannot be lived in as a result of loss or damage to the **Contents Insured** under Section 2 of this policy We will pay:

- a) up to 12 months rent that **You** are responsible for paying as occupier until the **Home** is again fit to live in; or
- b) the reasonable extra accommodation Costs, incurred with **Our** written consent, for
 - i) **You, Your Family**; and
 - ii) **Your** domestic pets;
 until the **Home** is again fit to live in.

C. Deep Freezer Contents

We will pay for food in a domestic deep freezer in the **Home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

D. Mirrors and Glass

We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.

E. Audio and Audio Visual Equipment

Accidental damage to:

- a) televisions;
- b) audio and visual equipment; and
- c) **Home** computer and games console equipment; which are owned by **You** or **Your Family**, or for which **You** are legally responsible.

(continued on next page)

What is not Insured

- ▶ The **Excess** shown in the schedule (or £100 in respect of **Contents** whilst in university halls of residence or in student accommodation if greater).
- ▶ Loss or damage in a furniture depository.
- ▶ Loss or damage caused by storm or flood to property not in a **Building**.
- ▶ Loss or damage by theft unless force and violence is used to gain entry to or exit from:
 - a) a **Building**; or
 - b) in the case of halls of residence or student accommodation, a locked room.

- ▶ The **Excess** shown in the schedule.
- ▶ Loss due to the deliberate act of the supply authority.
- ▶ Loss if the freezer is more than 10 years old at the date of loss.

- ▶ The **Excess** shown in the schedule.
- ▶ Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Malicious damage caused by **You, Your Family**, paying guests or tenants.
- ▶ Damage to ceramic hobs fixed to and forming part of the **Home**.

- ▶ The **Excess** shown in the schedule.
- ▶ Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.
- ▶ Damage to records, tapes, discs or computer software.
- ▶ Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.
- ▶ Damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- ▶ Wear and tear and depreciation.

Section 2: Contents *Extensions to Section 2: Contents*

What is Insured

E. Audio and Audio Visual Equipment (cont)

F. Tenants Liability

(applicable if the **Buildings** are rented)

Any amount which **You** become legally liable to pay as a tenant, and not as an owner of the **Buildings** up to 20% of the sum Insured for **Contents** shown in the schedule in respect of:

- Damage to the **Buildings** by any of the causes 1-11 of Section 1 of this policy.
- Accidental breakage and damage as described in extensions C and D of Section 1 of this policy.

G. Contents in the Garden

We will pay up to £1,000 for loss or damage by causes 1-11 of Section 2 for **Contents** in the open within the boundaries of **Your Home**. This includes cover for flowers, plants, shrubs or trees in pots or containers.

H. Door Locks

We will pay up to £1,000 in respect of replacement locks for external doors to the **Buildings** if **Your** keys are stolen or lost.

I. Loss of Oil and Metered Water

We will pay up to £1,500 for:

- the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation; and
- additional metered water charges incurred by **You** and resulting from any of the causes 1-11 of Section 2 of this policy.

J. Reinstatement of Title Deeds

We will pay up to £2,500 in respect of the replacement of title deeds to **Your Home** if they are lost, destroyed or damaged by any of the causes 1-11 of Section 2 of this policy while in **Your Home** or lodged with **Your** solicitor, bank or building society.

What is not Insured

- Malicious damage caused by **You, Your Family**, paying guests or tenants.

- Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- Loss or damage caused by **You, Your Family**, paying guests or tenants.

- The **Excess** shown in the schedule.
- Flowers, plants, shrubs, trees and any growing matter not in pots or containers.
- Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- Loss or damage caused by storm or flood.

- The **Excess** shown in the schedule.
- Thefts not reported to the police.

- The **Excess** shown in the schedule.
- Loss otherwise shown as not **Insured** under Section 2 of this policy.
- Loss if the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- Accidental loss of metered water Costs recovered from the responsible water authority.

- The **Excess** shown in the schedule.
- Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.

Section 2: Contents *Extensions to Section 2: Contents continued*

What is Insured

K. Public and Personal Liability

We will pay for damages and claimants' Costs and Expenses which **You** or any member of **Your Family** become legally liable to pay for accidental:

- a) death of any person;
- b) bodily injury to any person;
- c) illness or disease of any person; or
- d) damage to material property;

up to £2,000,000 in connection with:

- ▶ any one claim; or
- ▶ series of claims;

made against **You** or a member of **Your Family** arising out of any one event, occurring during the period of insurance and incurred:

- (i) solely as occupiers, (but not owners) of the **Home** or the land belonging to the **Home**; or
- (ii) in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.

We will also pay **Legal Costs** and Expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**.

We reserve the right to withdraw **Our** support in the defence of any claim if **We** decide the prospect of success of any judgement or potential judgement are insufficient to justify **Our** continuing support.

L. Reverse Liability

We will pay all sums which **You** have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:

- a) if the position of **You** and the responsible party had been reversed, **You** would have been entitled to indemnity under extension K, and subject to the **Limit of Indemnity** under extension K;
- b) the liability giving rise to the court award occurs during the period of insurance; and
- c) **You** agree to allow **Us** to enforce any rights or remedies which **We** will become entitled to upon making payment.

What is not Insured

- ▶ Death, bodily injury, illness or disease to any member of **Your Family** or domestic employee.
 - ▶ Loss or damage to property owned by, or in the custody or control of, **You** or any member of **Your Family** or any person permanently residing with **You**.
 - ▶ Liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**.
 - ▶ Liability arising directly or indirectly as a result of a criminal act by **You** or any member of **Your Family**.
 - ▶ Any agreement unless **You** would have been liable had the agreement not been made.
 - ▶ The ownership, use or possession of any:
 - (i) lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft);
 - (ii) mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs);
 - (iii) animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or
 - (iv) firearms, other than properly licensed shotguns.
 - ▶ Any profession, business or employment.
 - ▶ Any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the United Kingdom.
 - ▶ Liability if **You** have any other insurance policy that covers the same loss.
 - ▶ Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the **Home**.
- ▶ Any amount whilst any appeal is pending.

Section 2: Contents *Extensions to Section 2: Contents continued*

What is Insured

M. Accidents to Domestic Employees

We will pay for damages and claimants' Costs and Expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental:

- a) death of;
- b) bodily injury to; or
- c) illness or disease of;

any domestic employee in connection with:

- a) any one claim; or
- b) series of claims;

made against **You** or **Your Family** arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will also pay **Legal Costs** and Expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**.

The most We will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any **Legal Costs** and Expenses.

N. Fatal Accident

We will pay £5,000 if **You** or **Your** partner die, either separately or together, as a result of an injury in the **Home** caused by fire or an assault by intruders, within 90 days of the incident.

O. Household Removals

Accidental damage to **Contents** whilst in transit by professional removal contractors from the **Home** to **Your** new permanent **Home** within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.

P. Shopping in Transit

We will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to **Your Home**.

What is not Insured

- ▶ Liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**.
- ▶ Any agreement unless **You** would have been liable had the agreement not been made.
- ▶ Any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the United Kingdom.
- ▶ Liability arising from any business or profession
- ▶ Liability for death of, bodily injury to, or illness or disease of any member of **Your Family**.
- ▶ Liability for which compulsory insurance or security is required by any road traffic legislation.

- ▶ The **Excess** shown in the schedule.
- ▶ **Valuables and Money**.
- ▶ Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.
- ▶ Any loss or damage not notified to the removal contractors within 7 days of the removal to **Your** new permanent **Home**.

- ▶ Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.

Section 2: Contents *Extensions to Section 2: Contents continued*

What is Insured

Q. Audio or Visual Downloads

We will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of Section 2 of this policy.

R. Weddings, Birthdays and Christmas

The **Contents** sum **Insured** will be automatically increased by:

- a) 10% during the month of December;
- b) 10% for 30 days before and after **Your** wedding day; and
- c) 10% for 7 days after **Your** birthday; to cover christmas, wedding or birthday gifts.

What is not Insured

- ▶ The **Excess** shown in the schedule.

Optional extension to Section 2

This cover does not apply unless the schedule states that accidental damage is included.

What is Insured

- A. Accidental damage to **Contents** when in **Your Home**.

What is not Insured

- ▶ The **Excess** shown in the schedule.
- ▶ Clothing (including furs), **Money**, **Credit Cards**, contact and corneal lenses, and food.
- ▶ Loss or damage if the **Buildings** are lent, let or sub-let in whole or in part, or are left **Unoccupied** or **Unfurnished**.
- ▶ Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration.
- ▶ Damage caused by domestic pets.
- ▶ Damage caused by mechanical or electrical fault or breakdown or misuse.
- ▶ Damage arising from depreciation in value or any Costs not directly incurred as a result of the loss.
- ▶ Any loss, destruction or damage otherwise shown under Section 2 and any extension to Section 2 of this policy as not Insured.
- ▶ Confiscation or detention.

Section 2: Contents

Basis of Claims Settlement

- (a) **We** will pay up to the sum **Insured** for **Contents** shown in the schedule for the full cost of replacing as new (or at **Our** option **We** will replace as new) reinstating or repairing the lost or damaged **Contents** with a deduction for wear and tear made only in respect of clothing, household linen and **Pedal Cycles**.
- (b) The maximum amount **We** will pay in respect of any one loss for **Valuables** is 40% of the total sum **Insured** for **Contents** unless otherwise agreed.
- (c) The maximum amount **We** will pay for any Valuable item is £2,500 unless specifically **Insured**.
- (d) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for wear and tear for clothing, household linen and **Pedal Cycles**, is greater than the sum **Insured** for **Contents** shown in the schedule, **We** will pay only that proportion of the loss which the sum **Insured** bears to the replacement cost.
- (e) **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- (f) In the event of a claim under this policy **We** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.

In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

Automatic Reinstatement

The sum **Insured** for **Contents** shown in the schedule will not be reduced by the amount of any claim unless **We** give written notice to the contrary.

Section 3: Extra Protection *See definitions on pages 6 and 7*

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

A: Unspecified Articles, Personal Money and Credit Cards

What is Insured

Accidental loss or damage to unspecified articles comprising:

- a) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, Pedal Cycles and other portable **Personal Effects** up to a limit of £2,500 any one item.

b) Personal **Money** and **Credit Cards**.

Loss of **Money** belonging to **You** or **Your Family** up to £750 any one loss.

Money comprising personal **Money** held for private purposes by **You** or **Your Family** including bank notes used as Legal tender, postal stamps (not in a collection), postal and **Money** orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.

Your liability under the terms of the personal **Credit Cards** including cheque, debit, charge or cash cards, issued in the British Isles to **You** or **Your Family**, up to a maximum of £1,000 any one loss.

What is not Insured

- ▶ The **Excess** shown in the schedule.
 - ▶ Any loss or damage to contact or corneal lenses.
 - ▶ Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
 - ▶ Documents or securities.
 - ▶ Household goods, foodstuffs and domestic appliances.
 - ▶ Property more specifically Insured.
 - ▶ Sports equipment whilst in use.
 - ▶ Equipment used for winter sports, water sports and camping.
 - ▶ Collections of stamps, coins and medals.
 - ▶ Televisions, audio and audio visual equipment.
 - ▶ Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
 - ▶ Tools or instruments used or held for business or professional purposes.
 - ▶ Loss or damage listed under What is not insured by Section 2.
-
- ▶ The **Excess** shown in the schedule.
 - ▶ Depreciation in the value of **Money**.
 - ▶ Loss of **Money** caused by accounting errors or omissions.
 - ▶ Loss of **Money** not reported to the police within 24 hours of discovery of loss.
 - ▶ Loss of **Money** held for business or professional purposes.
 - ▶ Loss listed under What is not insured by Section 2.
-
- ▶ The **Excess** shown in the schedule.
 - ▶ Any loss unless the terms and conditions under which the card is issued have been fulfilled.
 - ▶ Losses not reported to the police within 24 hours of discovery of loss.
 - ▶ Any loss as a result of unauthorised use by a member of **Your Family** or a person residing with **You**.
 - ▶ Loss listed under What is not insured by Section 2.
 - ▶ Loss caused by accounting errors or omissions.
 - ▶ Depreciation in value.

Notes

Section 3: Extra Protection (continued)

B: Specified Articles

What is Insured

Loss or damage to articles specified in the Appendix to Section 3 in the schedule.

Basis of Claims Settlement

- (a) We will pay up to the sum insured (subject to any limits) shown in **Your** schedule for the cost of replacing as new (or at **Our** option We will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **Pedal Cycles**.
- (b) In the event of loss or damage to any article forming part of a pair or set, We will not pay more than the value of the individual article lost or damaged.
- (c) In the event of a claim under this policy We reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- (d) In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount We will pay for any one loss is £75 in respect of these items.
- (e) Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this Section of the policy then the basis of claims **Settlement** will be the market value of the item or any part thereof at the time of the loss or damage.
- (f) In respect of articles specified in Section 3B in the event of the sum insured being insufficient to cover the full value of the article We reserve the right to reduce the amount of any claim payment.

What is not Insured

- ▶ The **Excess** shown in the schedule.
 - ▶ Loss or damage listed under What is not insured by Section 2.
 - ▶ Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
 - ▶ Sports equipment whilst in use.
 - ▶ Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.
- (a) Electrical, electronic or mechanical breakdown or derangement.
 - (b) Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
 - (c) Damage to watches and clocks caused by overwinding.
 - (d) Loss of or damage:
 - (i) by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
 - (ii) to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the Legal responsibility of **You** or a member of **Your Family**);
 - (iii) arising from confiscation or detention by customs or other officials;
 - (iv) to musical instruments in respect of loss of tone or replacement of strings or drum skins; or
 - (v) caused by domestic pets.
 - (e) Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
 - (f) Theft of unattended **Pedal Cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
 - (g) Loss or damage
 - (i) To any **Pedal Cycle** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
 - (ii) To tyres and accessories of any **Pedal Cycle** unless the **Pedal Cycle** is lost or damaged at the same time.

Section 4: Legal Expenses

This Section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this Section only and have no liability for any other Insurer's proportion or in respect of any other Section of this policy.

Definitions specific to this Section

APPOINTED ADVISOR

The solicitor, accountant, mediator or other Advisor appointed by **Us** to act on behalf of the **Insured**.

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 the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

COMMUNICATION COSTS

The reasonable cost of UK phone calls, postage (including special delivery) photocopying or faxes and credit reports where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

INSURED

You, Your partner and relatives permanently living with **You** in **Your Home** in the UK. (The **Insurer** will cover **Your** children temporarily away from **Home** for the purposes of higher education).

INSURER

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

LEGAL COSTS and EXPENSES

- In respect of all claims other than as provided for in 2., 3. and 4. below:
 - reasonable **Legal Costs** 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
 - reasonable experts' fees, reasonably and properly incurred by the **Appointed Advisor**
 - in civil claims, other side's costs, fees and

disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement
 (d) reasonable accountancy fees and associated Costs reasonably charged by the **Appointed Advisor** and agreed by **Us** in advance
 (e) reasonable disbursements other than experts' fees, reasonably and properly incurred by the **Appointed Advisor**.

- Where, upon successful conclusion, a Legal Expenses insurance premium ought to be recovered in respect of cover for the **Insured's** disbursements for experts' reports only, the **Insurer** will only pay Costs described in 1.a) and 1.e).
- The **Insured's** basic wages or salary for their work as an employee while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where the **Insured's** employer does not pay for time lost and lost wages or salary cannot be claimed back from the court up to a maximum of £100 per day and £1,000 in total.
- The **Insured's Communication Costs**.

REASONABLE PROSPECTS OF SUCCESS

- Other than as set out in 2. and 3. below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- In criminal prosecution claims where the **Insured** (a) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or (b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

SMALL CLAIMS COURT

A court in England and 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 Small Claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the policy applies.

TERRITORIAL LIMIT

For Insured Events B and D shall extend to Countries in the European Union, Norway and Switzerland.

WE / US / OUR

ARAG plc who are authorised under a binding authority agreement on behalf of the **Insurer**, Brit Syndicate 2987 at Lloyd's.

Section 4: Legal Expenses (continued)

What is Insured

A. Employment

The **Insurer** will pay for a dispute with the **Insured's** current, former or prospective employer relating to their contract of employment or related Legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

(a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or

(b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been concluded.

The **Insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

Where the **Insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **Insured** to HM Courts and Tribunals Service.

B. Contract

The **Insurer** will pay for a dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured** for

(a) buying or hiring consumer goods or services

(b) privately selling goods

(c) buying or selling **Your Home**

(d) renting **Your Home** as a tenant

(e) the occupation of **Your Home** under a lease.

C. Property

The **Insurer** will pay for a dispute relating to visible property which the **Insured** owns following

(a) an event which causes physical damage to the

Insured's visible property including **Your Home**

(b) a public or private nuisance or trespass provided that where any boundary is in dispute, **You** have proof of where the boundary lies.

What is not Insured

Any claim relating to:

- ▶ disputes relating solely to personal injury
- ▶ defending any claim other than defending an appeal
- ▶ **Legal Costs and Expenses** for an employer's internal disciplinary meeting or an employee's grievance hearing or appeal
- ▶ fees that are recoverable from an employer or ex-employer by order of the court or where the **Insured** qualifies to have all or part of the fees refunded or reduced by HM Courts and Tribunals Service
- ▶ a compromise or Settlement agreement between the **Insured** and their employer. **We** will be able to help the **Insured** find a suitable solicitor who will assist the **Insured** with this at their own expense.

Any claim relating to:

- ▶ disputes with tenants or where the **Insured** is the landlord or leasor
- ▶ loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- ▶ the **Insured's** business activities, trade, venture for gain, profession or employment
- ▶ a contract involving a motor vehicle
- ▶ a Settlement due under an insurance policy
- ▶ construction work, or designing, converting or extending any building where the where the contract value exceeds £6,000 including VAT.

- ▶ The Excess shown in the schedule for any claim under Insured Event C (b). This is payable by the **Insured** as soon as **We** accept the claim.

Any claim relating to:

- (a) a contract entered into by an **Insured**
- (b) any building or land other than **Your Home**
- (c) a motor vehicle
- (d) the compulsory purchase of, or restrictions or controls placed on **Your** property by any government, local or public authority
- (e) defending any dispute under Insured Event C (a) other than defending a counter claim or an appeal
- (f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

Section 4: Legal Expenses (continued)

What is Insured

D. Personal Injury

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

E. Clinical Negligence

The **Insurer** will pay for a dispute arising from alleged clinical negligence or malpractice.

F. Tax

The **Insurer** will pay for a formal aspect or full enquiry into the **Insured's** personal tax affairs provided that all returns are complete and have been submitted within the Legal timescales permitted.

G. Legal Defence

(a) Work

An alleged act or omission of the **Insured** that arises from their work as an employee and results in:

- the **Insured** being interviewed by the police or others with the power to prosecute
- a prosecution being brought against the **Insured** in a court of criminal jurisdiction
- civil proceedings being brought against the **Insured** under unfair discrimination laws.

(b) Motor

A motoring prosecution being brought against the **Insured**.

What is not Insured

Any claim relating to:

- 1) a condition, illness or disease which develops gradually over time
- 2) mental injury, nervous shock, depression or psychological symptoms where the **Insured** has not sustained physical injury to their body
- 3) defending any dispute other than an appeal.

Any claim relating to a contract dispute.

- Defending any dispute other than an appeal.

Any claim relating to:

- tax returns where HM Revenue and Customs levy a penalty or claim interest or which contain negligent misstatements
- a business or venture for gain of the **Insured**
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- an investigation by the Specialist Investigations (SI) Branch of HM Revenue and Customs.

Any claim relating to:

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

Section 4: Legal Expenses *(continued)*

What is Insured

G. Legal Defence (cont)

(c) Other

- A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body.
- Being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service. The maximum amount the **Insurer** will pay is £100 per day or part thereof less whatever is recoverable from the court tribunal or the **Insured's** employer and is subject to a maximum of £1,000.

H. Identity Theft

A dispute arising from the use of the **Insured's** personal information without their permission to commit fraud or other crimes provided the **Insured** contacts **Our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

What is not Insured

- ▶ The **Insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

Section 4: Legal Expenses (continued)

Basis of Claims Settlement

Following a claim under **What is Insured** the **Insurer** will pay the **Insured's Legal Costs and Expenses** and **Communication Costs** up to £50,000, for all claims related by time or cause, including the cost of appeals provided that:

- (a) The Insured Event happens within the **Territorial Limit**
- (b) The claim
 - always has **Reasonable Prospects of Success**
 - is reported to **Us**
 - during the period of insurance
 - immediately after the **Insured** first becomes aware of circumstances which could lead to a claim under this Section
- (c) unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
 - to be heard by the **Small Claims court** and/or
 - before Legal proceedings need to be issued
- (d) any dispute will be dealt with by
 - a court or tribunal; or
 - mediation agreed with **Us**
 in the **Territorial Limit**
- (e) in respect of a claim under Insured Events A, B, D or E the **Insured** enters into a **Conditional Fee Agreement** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement**, if the claim falls in England and Wales and is outside of the scope of an employment tribunal or the **Small Claims Court**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

What is not Insured by Section 4

The **Insured** is not covered for any claim arising from or relating to:

- (a) **Legal Costs and Expenses** incurred without **Our** consent
- (b) any actual or alleged act or omission or dispute happening before, or existing at the start of this Section and which the **Insured** knew or ought reasonably to have known could lead to a claim under this Section
- (c) an amount below £100
- (d) an allegation against the **Insured** involving:
 - assault, violence or dishonesty, malicious falsehood or defamation
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - illegal immigration
 - offences under Part 7 of the Proceeds of Crime Act 2002 (Money laundering offences)
- a dispute between **Your Family**
- (e) an **Insured's** deliberate or reckless act
- (f) a judicial review
- (g) a dispute arising from or relating to clinical negligence except as provided for in Insured Event E
- (h) a dispute with **Us** not dealt with under Policy Condition 8, or the **Insurer** or the **Company** that sold this Section of the policy
- (i) a group litigation order
- (j) the payment of fines, penalties or compensation awarded against the **Insured**.

Policy conditions specific to this Section

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs and Expenses** from the **Insured** if this happens.

1. The Insured's responsibilities

An **Insured** must:

- (a) not do anything that hinders **Us** or the **Appointed Advisor**
- (b) tell **Us** immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this Section of the policy
- (c) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- (d) co-operate fully with the **Appointed Advisor**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim
- (e) take reasonable steps to recover **Legal Costs and Expenses, Communication Costs**, employment tribunal and employment appeal tribunal fees that the **Insurer** pays and pay to the **Insurer** all Costs that are recovered
- (f) tell the **Appointed Advisor** to have the **Legal Costs and Expenses** assessed or audited if **We** require
- (g) minimise any **Legal Costs and Expenses** and **Communication Costs** and try to prevent, anything happening that may cause a claim
- (h) allow **Us** at any time to take over and conduct in the **Insured's** name any claim or investigation.

2. Freedom to choose an Appointed Advisor

- (a) In certain circumstances as set out in 2. (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the

Section 4: Legal Expenses *(continued)*

Appointed Advisor.

(b) If:

- **We** agree to start proceedings or proceedings are issued against an **Insured**, or
- there is a conflict of interest the **Insured** may choose a suitably qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the **Small Claims Court** where **We** shall choose the **Appointed Advisor**.

(c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.

(d) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately. **We** reserve the right to appoint another **Appointed Advisor** in accordance with 2. (b) and (c) above.

3. Consent

We must give **Our** written consent to the **Insured** to incur any **Legal Costs and Expenses**. The **Insurer** will not pay **Legal Costs and Expenses** that have been incurred without **Our** written consent. The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes.

4. Settlement

(a) The **Insurer** has the right to settle the claim by paying the **Insured** an amount up to **Our** reasonable estimate of the value of the **Insured's** claim.

(b) The **Insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a Settlement agreement between the **Insured** and an employer or ex-employer under Insured Event A.

(c) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs and Expenses** without **Our** written agreement.

(d) If the **Insured** refuses to settle the claim following

- a reasonable offer, or
- advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further **Legal Costs and Expenses**.

(e) The **Insured** must settle **Communication Costs** arising from Insured Event H in the first instance and make a receipted claim to **Us** for reimbursement.

5. Barrister's opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister regarding the merits or value of the

claim. If the opinion supports the **Insured** then the **Insurer** will pay for the opinion.

We may require the **Insured** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **Insured**, then 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 the **Insured** and **Us**. This does not affect the **Insured's** right under CONDITION 4. of this Section.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not an **Insured** under this contract has no right to enforce the terms and conditions of this Section of the policy under the Contracts (Rights of Third Parties) Act 1999.

Section 5: Home Emergency

This Section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this Section only and have no liability for any other Insurer's proportion or in respect of any other Section of this policy.

Definitions specific to this Section

CONTRACTOR

The **Contractor** or tradesman chosen by **Us** to respond to **Your Home Emergency**.

EMERGENCY COSTS

(a) Costs reasonably and properly charged by the **Contractor**.

(b) Alternative accommodation Costs incurred under Insured Event H.

HOME EMERGENCY

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

(a) prevent damage or avoid further damage to the **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**.

INSURER

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

LIMIT OF INDEMNITY

The **Insurer** will pay the following:

(a) the **Contractor's** call-out charge

(b) **Contractor's** labour Costs

(c) parts and materials, and where necessary

(d) alternative accommodation Costs.

The maximum payable by the **Insurer** is £500 for all claims related by time or original cause.

VERMIN

Brown or black rats, house or field mice, and wasps' or hornets' nests.

WE / US / OUR

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Syndicate 2987 at Lloyd's.

Section 5: Home Emergency (continued)

A, B, C, D, E, F, G, H, within the limits of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands.

What is Insured

- A. Main Heating System**
The total failure or complete breakdown of the main heating system in **Your Home**.
- B. Plumbing and drainage**
The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to the **Home** or its Contents.
- C. Home Security**
Damage or the failure of external doors, windows or locks which compromises the security of the **Home**.
- D. Toilet Unit**
Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in the **Home**.
- E. Domestic Power Supply**
The failure of the **Home's** domestic electricity or gas supply.
- F. Lost Keys**
The loss of the only available keys, if **You** cannot replace them to gain access to the **Home**.
- G. Vermin Infestation**
Vermin causing damage inside the **Home** or a health risk to **You**.
- H. Alternative Accommodation Costs**
Your overnight accommodation Costs including transport to such accommodation following a **Home Emergency** which makes the Home unsafe, insecure or uncomfortable to stay in overnight.

What is not Insured

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

- ▶ **Emergency Costs** which have been incurred before **We** accept a claim.
- ▶ **Emergency Costs** where there is no one at **Home** when the **Contractor** arrives.
- ▶ any matter occurring prior to, or existing at the start of this Section of the policy, and which **You** knew or ought reasonably to have known could give rise to a claim under this Section of the policy
- ▶ any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions.
- ▶ a central heating boiler which
 - (a) is more than 15 years old and/or
 - (b) has not been serviced every twelve months
- ▶ LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr.
- ▶ the cost of making permanent repairs including any redecoration or making good the fabric of the **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**.
- ▶ the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- ▶ the failure to maintain any system or equipment or the replacement of parts that suffer wear and tear over time
- ▶ garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks.
- ▶ the **Home** being left Unoccupied for more than 30 days consecutively.
- ▶ goods or materials covered by a manufacturer's, supplier's and installer's warranty
- ▶ 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 inadequate or unfit for use.
- ▶ a claim covered by another policy or other Section of this policy, or any claim that would have been covered by any other policy or other Section of this policy if this Section of this policy did not exist.
- ▶ subsidence, Landslip or Heave.
- ▶ a property that **You** rent or let to another person.
- ▶ blockage of supply or waste pipes to the **Home** due to freezing weather conditions.

Section 5: Home Emergency (continued)

Basis of Claims Settlement

Following an Insured Event which results in a **Home Emergency** the **Insurer** will pay **Emergency Costs** up to the **Limit of Indemnity** provided that:

- (a) the claim is reported to **Us**
 - during the period of insurance
 - immediately after **You** first become aware of a **Home Emergency**
- (b) **You** always agree to use the **Contractor** chosen by **Us**.

Policy conditions specific to this Section

Failure to keep to any of these conditions may lead the **Insurer** to cancel this Section, or refuse to pay a claim. The **Insurer** also reserves the right to recover **Emergency Costs** from **You** if this happens.

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 materially alter **Our** assessment of the claim
- (d) cooperate fully with the **Contractor** and **Us**
- (e) provide **Us** with everything **We** need to help **Us** handle the claim
- (f) 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**
- (g) minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim
- (h) allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation
- (i) be able to prove that the main heating system is no more than fifteen years old and has been serviced every twelve months.

2. Our Consent

We must give **You** **Our** consent to incur **Emergency Costs**. The **Insurer** does not accept liability for **Emergency Costs** incurred without **Our** consent.

3. Settlement

You must not settle the **Contractor's** invoice or agree to pay **Emergency Costs** that **You** wish to claim for under this policy without **Our** agreement.

Call out and labour costs

When settling **Contractor's** call out charge and labour costs, unless stated otherwise on the **Contractor's** invoice **We** will determine that the call out charge covers the cost of the **Contractor** attending **Your Home** and disallows any time spent diagnosing the fault which has caused the Insured event. Any inspection time that is required to trace, access or identify the cause of the Insured Event will be settled on the basis that the time is charged as labour costs.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not Insured under this contract has no right to enforce the terms and conditions of this Section of the policy under the Contracts (Rights of Third Parties) Act 1999.

Policy Conditions (Applicable to Sections 1 to 3)

1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2. Your duty to prevent loss or damage

a) **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.

b) **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

3. Your personal representatives

If **You** die, **We** will insure **Your** Legal personal representatives for any liability **You** had previously incurred under the policy, provided they fulfil the terms of the policy.

4. Information and changes We need to know about

You must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

You must tell Assetsure within 14 days of **You** becoming aware of any changes to the information **You** provided when applying for this insurance. Please refer to the Statement of Fact or **Your** schedule.

You must also tell Assetsure within 14 days of **You** becoming aware:

- of any intended alterations, extension or renovation to the **Buildings**. **You** do not need to tell **Us** about internal alterations to the **Buildings** unless **You** are creating an additional bedroom.
- of any change of people Insured, or to be Insured,
- of any change that may result in an amendment to the amounts **Insured** or the limits that are shown in **Your** schedule,
- of any change to the use of the **Home**. For example if the **Buildings** are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the **Buildings**. For example, if the **Buildings** are to stop being **Your** permanent residence or are to be **Unoccupied** for any continuous period exceeding 60 days, or
- that any member of **Your** household or any person to be **Insured** by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **You** are in any doubt, please contact Assetsure.

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

Important Notice:

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

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

5. Cancellation

We may cancel this policy by giving **You** 21 days notice by letter at **Your** last known address. If **We** cancel the policy **We** will refund premium paid for the unexpired period of insurance. Notice given to **You** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy.

You may cancel this policy by giving **Us** 21 days notice. Providing **You** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **You** may be entitled to a refund of premium for the unexpired period of insurance.

6. Cooling-off period

If **You** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **You** or **Your Family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **We** will refund any premium **You** have paid. If a claim has been paid or an incident has occurred which may give rise to a claim **We** will make a charge amounting to 20% of the annual premium.

7. Fraud

Fraud Prevention Agencies

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

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

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

Policy Conditions *(continued)*

- Checking details of job applicants and employees

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

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

Claims History

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

How to contact Us

On payment of a small fee, **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions, or **You** would like to find out more about this notice **You** can write to: Assetsure, 1st Floor, Millbank Tower, Millbank, London, SW1P 4QP

8. Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.

9. Notification of a claim

When **You** become aware of a possible claim under this policy, **You** must notify **Us** in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **Your** own expense, provide **Us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other Legal document served on **You** or **Your Family** in connection with a possible claim must be sent to **Us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **Our** written consent.

10. Company's rights after a claim

We or **Our** representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **Us**. **We** may conduct, in **Your** name and on **Your** behalf, the defence or Settlement of any Legal action and take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover compensation from any third party in respect of anything covered by this policy.

11. Payment of Premium

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

Where the premium is being paid by Direct Debit the due date will be in accordance with the Repayment Schedule.

Where the policy is cancelled mid term and a claim has occurred and been paid by **Us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **Our** discretion.

12. Payment of Claims

In the event of a claim being made under this policy and the premium is being paid under Creditplan **We** may deduct from any Settlement any outstanding premium payment.

The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **Our** maximum liability shall not thereby be increased above the amount that would have been payable if **You** were the only person or entity that was entitled to contractual rights under the policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **We** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

13. Law Applicable to the Policy

You and **The Company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply.

14. Data Protection

We Hildon Park Limited t/as Assetsure are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We process this data on behalf of the insurer(s) named on your schedule of insurance.

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Policy Conditions *(continued)*

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy policy which can be located on our website www.assetsure.com. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

General Policy Exclusions (Applicable to Sections 1 to 4)

What is not Insured by this policy

1. Loss or damage to any property, or any Legal liability, directly or indirectly caused by or contributed to or arising from:
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; This exclusion does not apply to Accidents to Domestic Employees Section 2(M); or
 - (b) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by **You** or **Your Family** due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **You** or any member of **Your Family**.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
5. (a) Direct or indirect loss, damage, derangement or malfunction of any **Insured** item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - (i) a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
 - (ii) computer viruses.
 b) Legal Expenses or Legal benefits or liability arising from (a) above. **EXCEPT** - Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under Section 1 **Buildings** and Section 2 **Contents** of this policy.
6. **We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.

General Policy Exclusions (continued)

(Applicable to Sections 1 to 4)

8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any Costs not directly incurred as a result of the loss.
9. Financial Sanctions
We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the Period of Insurance **We** may cancel this policy immediately by giving **You** written notice at **Your** last known address. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current Period of Insurance, provided no claims have been paid or are outstanding.
10. Defective Design or Construction
We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

Cyber Attack Exclusion Clause

1.1 Subject only to clauses 1.2 and 1.3 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

1.3 It is understood and agreed that clause 1.1 shall not apply to an otherwise covered physical loss of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking.

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Useful contact details

General queries and policy amendments:

Tel: 0208 0033 190

Email: enquiries@assetsure.com

Buildings and Contents claims:

Please refer to Your schedule

Legal Expenses claims:

Tel: 0117 917 1698

*between 9am and 5pm weekdays
(except bank holidays) or go online*

www.arag.co.uk/newclaims

Home Emergency:

Tel: 0844 571 8152

Legal and tax advice:

Tel: 0333 000 2081

available everyday, 24 hours a day

Identity theft advice and resolution:

Tel: 0333 000 2083

between 8am and 8pm, seven days a week

Assetsure is a trading name of Hildon Park Limited. Authorised and regulated by the Financial Conduct Authority
Registration number 592997

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