



Insure4Retirement

YOUR HOME INSURANCE POLICY

# Thank you for insuring with us!

Thank you for trusting us with your Home insurance. On the pages that follow you will find important information relating to your Home insurance cover. Please ensure you read and understand the Terms & Conditions detailed on Page 8 of this policy wording.

We hope you find this information clear, straightforward, fast and simple to use. To make this policy book easy to use, we have colour coded each of the six cover sections. Under the cover sections we have clearly laid out what is covered and what is not covered.

## **General Information**

About the whole of your policy including Terms & Conditions, Your cancellation rights, how to make a claim and important telephone numbers.

**Contents Insurance**

**Buildings Insurance**

**Liability Cover**

**Garden Secure**

**Legal**

**Home Emergency Cover**

Please read this policy wording carefully to ensure the cover you have selected is right for your needs. Keep it in a safe place along with your Home Insurance Policy Schedule as it forms part of your insurance contract with us.

We hope you won't have to make a claim, but if you do we will do everything we can to assist in that process, and you will also be pleased to find a simple guide detailing what to do in the event of a claim on pages 9-13 of this policy booklet.

We hope that we will be able to help you with your Home insurance needs for many years to come.

Yours Sincerely  
Customer Care Team

## How to contact us

For policy changes, help  
& additional cover

**0800 561 0144**

customerservices@14r.co.uk  
Legal and domestic helpline service

**0344 770 1093**

To renew your policy

**0800 561 0144**

# Contents

## General Information

How to Use Your Policy Book	4
Definitions	5
Terms & Conditions	8
Making A Claim	9
How to contact your insurer	10
How to Make Changes to Your Policy	12
If You Make a Claim	13
How to Make A Complaint	14
Policy Conditions	16
General Exceptions	22

## Contents Cover

What Your Contents Are Insured For – Section 1	24
Your Additional Accidental Damage Cover – Section 1a	32
Your Personal belongings Cover – Section 1b	34
Your Guide to High risk property Your High risk property Cover – Section 1c	36
38	
Your Pedal Cycles Cover – Section 1d	40

## Buildings Cover

What Your Buildings Are Insured For – Section 2	42
Your Additional Accidental Damage Cover – Section 2a	48

## Liability Cover

Your Liability Cover – Section 3	49
-------------------------------------	----

## Valuable Additional Cover

How to Read This Section	54
Important Notes	54

## Garden Secure Cover

Your Garden Secure Cover – Section 4	55
---	----

## Personal Legal Cover

Your Personal Legal Cover (including Identity theft) – Section 5	57
--	----

## Home Emergency Cover

Your Home Emergency Cover – Section 6	67
--	----

# General Information

## How to use your policy book

This policy wording along with Your Schedule and Statement of Fact gives you all the information you need relating to your Home insurance cover. This includes the Terms & Conditions which apply and important information about the Legal & Domestic helpline. It also contains information about the process for making a claim or a complaint. There is a handy notes section at the back of this policy wording for you to use if you have any questions.

You need to read this policy alongside your Home Insurance Policy Schedule and Statement of fact. All of the cover limits relating to each section of cover you have chosen are detailed in your Schedule. Where cover is being detailed, the sections are broken down into "What is insured" which will typically be shown on the left hand columns, and "What is not insured" which will typically be shown

on the right hand columns. These sections are also colour coded to make them easy to follow and understand what is and is not covered under each section of the policy.

Words appearing in bold text from page 5 through to 74 have specific meanings. You can find these meanings in the "Definitions" section on pages 5 to 7 of this policy wording.

### Important Notes

It is important that you are NOT under-insured. Make sure you have insured your Buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your Contents for Their full replacement value as new items.

If you make a claim under both Buildings and Contents, the Excess for both sections will apply.

### For example:

If you have		If you have
<b>£75</b>		<b>£50</b>
Buildings Excess	and	Contents Excess



You will be responsible for the first

**£125**

of any claim.

This amount will be in addition to any voluntary Excess you have opted to take.

# Definitions

Any of the words which appear in bold throughout **Your Home** policy wording are defined as follows:

## **Accident or Accidental**

A single and sudden unexpected event resulting in physical damage.

## **Application form**

The **Application form** which **You** signed and any other information that **You** have given to **Us**. It includes the '**Statement of fact**' which **We** sent to **You** with this policy, and any other information that **You** have given to **Us**. This includes information given on **Your** behalf with **Your** consent.

## **Bedroom**

A room used as or originally built to be a bedroom, even if it is now used for another purpose.

## **Brittle items**

Items made in whole or in part of glass, china, porcelain, earthenware, stone or other fragile material.

## **Buildings**

The **Home** shown in the **Schedule** as well as fixtures and fittings, garden walls, gates, hedges, fences, paths, drives, patios, oil and gas tanks permanently fixed, solar panels permanently fixed, permanent hot tubs, Jacuzzis or spas, permanent swimming pools built of brick, stone or concrete, **Outbuildings**, and hard tennis courts.

## **Business**

Any employment, trade, profession or occupation.

## **Business equipment**

Desktop and laptop computers, keyboards, visual display units and printers, word processing equipment, desk-top publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (not including mobile phones), office furniture and stock owned by **You** or **Your Family** used for **Business** purposes.

## **Contents**

Household goods, **High-risk property**, pedal cycles, **Money** and **Personal belongings**, **Downloaded electronic data** **You** or **Your Family** own or are legally responsible for and use for private purposes. This does not include items held or used for **Business** purposes, other than

the items included in the **Business equipment** definition.

## **Credit cards**

Charge, cheque, credit, debit and cash cards held solely for private or domestic purposes.

This does not include charge, cheque, credit, debit and cash cards used or held for any **Business** purposes.

## **Downloaded electronic data**

Non recoverable electronic data legally downloaded by **You** or **Your Family** from a legitimate worldwide website, which **You** or **Your Family** have purchased and hold a valid receipt for.

## **Endorsement**

A change to the terms of **Your** policy as shown in **Your Schedule**.

## **Excess**

The amount **You** must pay as the first part of each and every claim made as shown in **Your Schedule**.

## **Family**

The person **You** are married to or domestic partner, children, foster children and any other person who permanently lives with **You** at the **Home**, other than lodgers and any other paying guests.

## **Heave**

The upward or sideways movement of the site on which **Your Buildings** are situated caused by swelling of the ground.

## **High-risk property**

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, pictures and other works of art, and collections of stamps, coins or medals. **We** regard pairs or sets of items as one item.

## **High-risk property Maximum claim limit**

The most **The insurer** will pay for any one claim for **High-risk property** within the **Home**. The amount varies and is shown on **Your Schedule**.

The limit applies within (not on top of) the sum insured for **Contents**.

## Home

The property described in the **Schedule**, landlord's fixtures and fittings which **You** are responsible for and the property's **Outbuildings** at the same address **You** use only for domestic purposes. Unless **We** or **The insurer** agree otherwise, the main building of **Your** property must be made of brick, stone or concrete and with a slate, tile or concrete roof as stated on the **Schedule**.

## Important information

Information likely to influence acceptance or assessment of this policy by **The insurer**. Please take care to answer all questions honestly and to the best of **your** knowledge. If **you** don't answer the questions correctly, **your** policy may be cancelled. A record of the information **You** gave to **Us** is detailed on **Your Statement of fact**. **You** must call **Us** immediately if anything is untrue or incomplete. If **You** don't answer the questions correctly, **Your** policy may be cancelled, **Your** policy terms and conditions varied, or **Your** claim rejected or not fully paid.

## Incident

Any event which might lead to a claim.

## Insured person

**You**, and any member of **Your Family** who permanently lives with **You**. Anyone claiming under this section must have **Your** agreement to claim.

## Landslip

Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

## Maximum claim limit

The most **The insurer** will pay for any one claim under any section (or its extension). These amounts are shown in the **Schedule**.

## Money

Cash, cheques, postal and money orders, National Savings stamps and certificates, unused postage stamps, travellers' cheques, travel tickets, concert tickets, sports tickets, season tickets, gift cards, and luncheon vouchers held solely for private or domestic purposes. This does not include money held for any **Business** purposes.

## Motor vehicles and craft

Mechanically or electrically propelled vehicles (whether registered for road use or not) which includes motor cycles, quad bikes and children's motor cycles and quad bikes, trailers, aircraft,

boats, sailboards and crafts designed to be used in or on water, and the parts, spares and accessories of any of these other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **Your Home**;
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- Golf carts and trolleys;
- Remote-controlled toys and models.

## Outbuildings

Sheds, greenhouses, summerhouses, garages (whether attached to the main structure of the building or not) and other buildings which do not form part of the structure of the main building of the **Home** and are used for domestic purposes unless stated otherwise on **Your Schedule** (integral garages are classed as 'Outbuildings' for the Contents section only. The structure of an integral garage is covered within the Buildings sum insured as shown on **Your Schedule**).

Unless **We** or **The insurer** agree otherwise as stated on **Your Schedule**, **Outbuildings** do not include:

- any building which is not on a permanent foundation or base;
- tree houses;
- inflatable buildings (whether over swimming pools or not);
- any structure which is made of canvas, PVC or any other non-rigid material.

## Period of insurance

The length of time covered by this insurance (as shown on the **Schedule**) and any extra period for which **We** accept **Your** premium and confirm in writing.

## Personal belongings

Clothes and items of a personal nature likely to be worn, used or carried by **You** or **Your Family**.

## Schedule

The document which shows **Your** name and address, **The insurer**, the **Period of insurance**, the operative sections of this policy wording, the premium **You** have to pay, the property which is insured, the **Maximum claim limits** and details of any extensions or **Endorsements**.

## Secured outbuilding

An **Outbuilding** having:

- A five-lever mortice deadlock (or equivalent approved by **The insurer**), on the final exit door (If the **outbuilding** has an "up and over" door a minimum of a Close Shackle Padlock with 5 Or More Levers is required.);
- A five-lever mortice deadlock or barrel bolts or key-operated bolts (key-operated bolts if the door is partly glazed) fitted at the top and bottom of all other external doors;
- A key-operated window lock or locking handle on any window or other opening of at least 9 inches by 9 inches which is on the ground floor or can be reached without using a ladder.

## Statement of fact

A record of the **Important information** provided by **You**, which **The insurer** uses to determine whether to offer **You** a policy, the policy terms and conditions, and **Your** premium. This includes information given on **Your** behalf with **Your** consent.

## Settlement

The natural downward movement of new properties due to compression of the soil under their own weight within 10 years after they are built.

## Subsidence

Downward movement of the ground beneath **Your Buildings** other than by **Settlement**.

## The European area

Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean.

## The insurer/Their/They

**The insurer** shown on **Your Schedule**.

## Unoccupied

Any period, starting from the first day, during which the **Home** will not be lived in and slept in for more than the consecutive number of days shown in **Your Schedule** or any period during which the **Home** is occupied by squatters. By lived in, **We** and **The insurer** mean slept in for at least five consecutive nights every month, or two consecutive nights every week.

## Unfurnished

A **Home** with not enough furniture to be fully lived in.

## Vermin

Rats, mice, squirrels, birds, foxes, badgers, bees, wasps, hornets and all other insects.

## We, Our, Us

Insure4Retirement.

## You, Your

The person or people shown in the **Schedule** as the **Insured person**.

# General Information

## Terms & Conditions

This is **Your** Insure4Retirement home insurance policy and it is an agreement between **You** and **The insurer/s** named on **Your Schedule**.

It is only valid if **You** pay the premiums and is based on the information **You** provided to **Us** and confirmed during the application process or subsequently, including acceptance of **Your** renewal. **Your** policy provides the cover for the **Period of insurance** shown in **Your Schedule** and **Statement of fact**. **You** must read these terms and conditions together with **Your Schedule** and any specifications or **Endorsements** as one contract.

**Your** Insure4Retirement home insurance policy is evidence of the contract of insurance together with any subsequent addendums **you** are sent.

### Information and Changes **We** need to know about

It is **Your** responsibility to take care and provide complete and accurate answers to the questions **We** ask when; **You** take out **Your** insurance policy, when **You** make changes to, and when **You** renew **Your** insurance. Please note, if the information provided by you is not complete and accurate, The insurer may invalidate **Your** insurance cover, **Your** policy terms and conditions may be varied or, part or all of a claim may not be paid.

Please refer to Policy Conditions, Part 2a for further details of information and changes **We** need to know about. Changes, if accepted by **The insurer**, will apply from the date indicated on **Your Statement of fact**.

In these cases, **We** and **The insurer** will be entitled to vary the premium and terms for the rest of the **Period of insurance**.

### Contract of Insurance

**The insurer** agrees to insure **You** according to the terms and conditions contained in this policy wording and the sections shown in the **Schedule** for loss, damage, injury or liability which happens during the **Period of insurance**.

The **Schedule** tells **You** which sections of this policy wording apply to **Your** Insure4Retirement home insurance policy. Opposite each heading of cover in this policy wording **You** will find some exceptions which tell **You** what is not covered under that heading. There are also some general exceptions shown under the General Exceptions section of this policy wording which apply to the entire contract of insurance.

# Making a Claim

Before **You** contact **The insurer** to notify them of a claim, **You** need to understand if **You** should be claiming under the **Buildings** or **Contents** part of **Your** policy. This can be quite hard to understand for certain types of claims, so **We** have put together this short guide to help **You**.

## How to know if it's **Buildings** or **Contents**

Everything classed as covered under **Buildings** insurance is likely to be everything that **You** would leave behind if **You** were to move house, or an easier way to think about this is to imagine turning **Your** house upside down allowing all unfixed items to fall out! Everything that fell out would in all likelihood be **Your Contents**.

It is likely that everything remaining would be **Your Buildings**. For example, a fitted bedroom would remain if **You** moved or turned **Your** house upside down, meaning this element would likely be covered under **Buildings**, but a free-standing wardrobe that wasn't fixed would fall out, therefore this item is likely to be covered under **Contents**.

## What if **You** need to claim under **Buildings** and **Contents**

It is often the case that both sections of the policy apply to certain claims. For example, if **You** experienced a theft claim, **You** may need to claim under **Your Buildings** cover for the cost of repair or damage to any broken windows or doors (assuming the thief gained entry this way) and claim under **Your Contents** cover for the replacement of any stolen items.

Claims are handled by **The insurer**, NOT by Insure4Retirement directly. **Your** claim team is there to help **You** and make the process as easy and quick as possible. **Your** claim team will need specific information about **Your** claim and will also ask **You** some detailed questions to help them handle **Your** claim efficiently and to prevent fraud.

First things first! **You** should notify the Police as soon as possible if something is lost or stolen, or if **Your** property has been purposely damaged. The Police may provide **You** with an **Incident** reference number which **The insurer** may require.

It is important that **You** do not negotiate or settle any claims made against **You** by another party, **The insurer** is there to do that for **You**. Do not admit or deny responsibility for anything relating to **Your** claim as this could affect **Your** claim.

## Reporting Your Claim

### Step 1

Locate **The insurer** which **You** can find on the "**Need to Make A Claim**" section of **Your Home Insurance Schedule**, and **Your policy number**.

### Step 2

Use the information on the following pages to find the telephone number of **The insurer You** need to contact. Remember, **You** may have a different insurer if **You** have purchased any of the additional products available.

### Step 3

Telephone **The insurer** as soon as possible after the **Incident** has occurred in order that **Your** claim can be dealt with quickly and efficiently

# General Information

## How to contact your insurer / appointed claims handler

### **ABC Insurance**

Part of Liverpool Victoria Insurance Company Ltd

**0800 0322 851**

ABC Home Claims, County Gates,  
Bournemouth, BH1 2NF

9am-5pm Mon to Fri.  
Emergency service runs out of hours.

### **Ageas**

**0345 122 3019**

Ageas House, Hampshire Corporate Park  
Templars Way, Eastleigh,  
Hampshire SO53 3YA

24 hours

### **Axa**

**0330 024 6842**

AXA Household Claims, PO Box 441  
Bristol BS34 8YR

8am-8pm Mon to Fri. 9am - 5pm Sat.  
Emergency service runs out of hours.

### **Pen Underwriting Limited**

**0345 072 9974**

DIRECT GROUP LIMITED, Quay Point,  
Lakeside Boulevard, Doncaster, South  
Yorkshire, DN4 5PL

8am-8pm Mon to Fri. 9am-12pm Sat.  
Emergency service runs out of hours.

### **Integra Insurance Solutions Limited**

**01274 700810**

Integra Insurance Solutions Limited,  
Currer House, Currer Street, Bradford,  
BD1 5BA

9am-5pm Mon to Fri.  
Emergency service runs out of hours.

### **Legal & General Insurance Limited**

**0370 900 5567**

P O Box 1429, Birmingham, B5 4US

8am-6pm Mon to Fri. 9am-1pm Sat  
Emergency service runs out of hours.

### **Midas Underwriting Limited**

**0845 600 9260**

Fax 028 9182 6595

36 Jubilee Road,  
Newtownards, BT23 4YH

9am-5pm Mon to Fri.  
Emergency service runs out of hours.  
(Calls cost 5p per minute plus the service provider's access charge.)

### **Pen Affinity**

**03301 026 791**

PO Box 1291  
Preston  
PR2 0QJ

(Please note that claims are administered  
on our behalf by Ryan Direct Group)

8am-8pm Mon to Fri. 9am-12pm Sat.  
Emergency service runs out of hours.

### **Prestige**

**0800 0327 327**

Prestige Underwriting Services Ltd  
The Lanyon Building,  
10 North Derby Street  
Belfast BT15 3HL

9am-5pm Mon to Fri.  
Emergency service runs out of hours.

### **Royal & Sun Alliance Insurance plc**

**0330 102 4008**

PO Box 21561, Stirling, FK7 1AA

8am-7pm Mon to Fri. 9am -1pm Sat  
Emergency service runs out of hours.

### **UK General Insurance Ltd**

**0344 893 1022**

specialistclaims@directgroup.co.uk

Direct Group Specialist Claims  
PO BOX 1192  
Doncaster  
DN1 9PU

9am-5pm Mon to Fri

### **Direct Group Limited**

**03301 026071**

Direct Group Property Services,  
PO Box 800 Halifax HX1 9ET

9am-5pm Mon to Fri  
Emergency service runs out of hours.

### Arc Legal Assistance

**0344 770 1093**

online claims form:  
[www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre)  
Arc Legal Assistance Limited,  
The Gatehouse, Lodge Park,  
Lodge Lane, Colchester CO4 5NE

24 hours

### Axa Assistance

**0800 479 0066**

24 hours

## How to contact Insure4Retirement

### Useful Telephone Numbers

For policy changes, help & to add cover

**0800 561 0144**

To recommend a friend to Insure4Retirement

**0800 519 9199**

For Travel or car insurance

**0800 29 88 707**

24 hour legal and domestic helpline

**0344 770 1093**

To cancel **Your** policy

**0800 95 22 102**

or write to **Us** at: Insure4Retirement,  
3rd Floor, 100 Holdenhurst Road, Bournemouth,  
Dorset, BH8 8AQ

**You** can also email **Us** at:  
[customerservices@i4r.co.uk](mailto:customerservices@i4r.co.uk)

### Add More Valuable Cover

- Garden Secure Cover
- Personal Legal Cover
- Home Emergency Cover

**You** can add any of these additional optional extra covers at any time, call **Us** today on:

**0800 561 0144**

# General Information

## IF YOU MAKE A CLAIM

**The insurer** may repair, reinstate or replace the damaged property. If **The insurer** cannot repair or replace the property **The insurer** may pay for the loss or damage in cash. Where **They** can offer repair or replacement through a preferred supplier, but **They** agree to pay a cash settlement, then payment will reflect any discounts **They** may have received had **They** replaced the property. If an equivalent replacement is not available then **They** will pay the full replacement cost of the item with no discount applied. The sums insured will not be reduced by any claim.

**The insurer** may appoint an approved supplier to act on **Their** behalf to validate **Your** claim. The approved supplier is authorised to arrange a quotation, a repair, or a replacement where appropriate.

### New For Old

**The insurer** will make a reduction for wear and tear (unless **You** can prove they are less than three years old) for the following items:

- clothes
- furs
- household linen.

Reductions will not be made for all other **Contents** and replacement as new will proceed subject to the item being claimed for not being in a damaged condition (unless as a result of the insured event for which **You** are claiming) and the **Maximum claim limit** representing the full value of the item(s).

**The insurer** will not make a reduction for wear and tear for any elements of a **Buildings** claim provided that the **Maximum claim limit** represents the full value of the **Buildings** and they have been maintained in a good state of repair.

## Single Article Maximum claim limits

For the purpose of applying single article **Maximum claim limits**, **The insurer** regards each matching pair or set of the following as a single item:

- **High-risk property**;
- furniture;
- sanitary fittings;
- soft furnishings;
- other fixtures and fittings.

## Protecting Sums Insured

The **Maximum claim limit** under the **Buildings** and **Contents** sections will not be reduced if **You** make a claim.

## Matching Pairs and Sets

**The insurer** treats any individual items of a matching set or suite as a single item. **The insurer** will not pay the cost of replacing or changing undamaged items which belong to a set or suite, or which have a common design or use, such as suites of furniture and carpets which are damaged in one area.

**The insurer** will not pay the cost of replacing or changing undamaged parts of **Your Buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

## HOW TO MAKE A COMPLAINT

We do everything We can to provide You with a first-class service but sometimes things can go wrong.

If You are unhappy with any element of Our service concerning the sale and administration of Your policy, please contact:

Customer Operations Manager  
Insure4Retirement, 3rd Floor, 100 Holdenhurst  
Road, Bournemouth, Dorset, BH8 8AL

Telephone: 0800 561 0144  
E-mail: customerservices@i4r.co.uk

If You are unhappy with the handling of Your claim, please refer to “policy Underwriters” on Your Schedule of insurance for the details of the relevant insurer to contact.

If Your insurer is a member of Lloyd’s (refer to Your policy Schedule), and You are unhappy with their final response to Your complaint You can contact:

Complaints,  
Lloyd’s Market Services, One Lime Street,  
London EC3M 7HA  
Telephone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: Complaints@Lloyds.com

If You are unhappy with the final response to Your complaint received from Insure4Retirement or any Insurer who is not a member of Lloyd’s You can contact:

The Financial Ombudsman Service  
Exchange Tower London  
E14 9SR  
Telephone: 0800 023 4567  
E-mail: complaint.info@financial-ombudsman.  
org.uk

The Financial Ombudsman Service is a free and impartial service and will not affect Your legal rights.

Please note You have 6 months from the date of Our or the Insurer’s final response in which to refer Your complaint to the Financial Ombudsman Service

Please quote the policy number shown on Your Schedule in all communications.

## LEGAL JURISDICTION

The law of England and Wales will apply to this policy unless:

- (a) You and We and The insurer agree otherwise; or
- (b) at the date of the contract, You are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply. Unless agreed otherwise, We and The insurer will communicate to You in English.

### Lapsed policy warning

In some situations (for example, if You live in an area likely to flood) if You decide not to renew Your policy with Us, You may find it difficult to arrange alternative cover or start a new policy with Us at a later date. To avoid any breaks in Your cover, You should make sure Your new insurance application has been accepted before Your current policy expires.

### Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event The insurer cannot meet Their obligations to You.

This depends on the type of insurance and the circumstances of the claim. Non-compulsory insurance is covered for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available at:

Financial Services Compensation Scheme  
10th Floor, Beaufort House,  
15 St Botolph Street London EC3A 7QU  
Telephone: 0800 678 1100  
Fax: 020 7892 7301  
[www.fscs.org.uk](http://www.fscs.org.uk)

### Online Dispute Resolution Platform

The European Commission has established an Online Dispute Resolution Platform (ODR Platform) [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm) that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently has a problem with that online purchase.

### Legal And Domestic Helpline Services

These services are provided as part of **Your** home Insurance policy by Arc Legal Assistance Ltd and underwritten by Inter Partner Assistance SA (part of the AXA Group).

Arc Legal Assistance Ltd provides these services 24 hours a day, seven days a week during the **Period of insurance**. Helpline Services apply to the United Kingdom unless otherwise stated.

### Eurolaw Legal Advice Service

Arc Legal Assistance Ltd will provide an **Insured person** with a confidential legal advice service over the phone on any personal legal issue, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside of these times, Arc Legal Assistance Ltd will call **You** back.

### Domestic Assistance

Under this service, **You** will be responsible for paying the costs for the help provided. Arc Legal Assistance Ltd will arrange help or repairs needed if **You** have a domestic emergency in the **Home**, such as a burst pipe, blocked drain, broken window or building damage.

To contact the above services, phone Arc Legal Assistance Ltd on 0344 770 1093. Please do not phone this number to report an insurance claim. When **You** phone, please quote Insure4Retirement.

To help Arc Legal Assistance Ltd check and improve their service standards, Arc Legal Assistance Ltd record all calls.

**We** or Arc Legal Assistance Ltd will not accept responsibility if any helpline services fail for reasons **We** or Arc Legal Assistance Ltd cannot control.

### Statement Of Demands And Needs

**We** will have asked **You** some questions to narrow down the selection of products available, including any applicable extensions to the policy that **You** have requested. By accepting/purchasing, making adjustments or renewing this home insurance policy, **You** will have come to **Your** own decision as to whether this policy meets **Your** particular demands and needs, are happy with **Your** cover levels, and have not therefore received advice or a recommendation from **Us** and are confirming **Your** demands and needs are met.

### Client Money

Money received from **You**, or to be paid to **You**, in relation to the insurance contracts **We** arrange on **Your** behalf (known as Client **Money**) will be held by **Us** in accordance with the FCA rules as agent of **The Insurer**. This is usually known as "Risk Transfer".

### Risk Transfer – Money Held As An Agent Of An Insurer

Where **We** have agreed in writing with **The insurers** to receive money as their agent, money received whether from **You** or from **The insurer** will be the property of **The insurer** whilst **We** hold it. So, if **You** pay a premium to **Us** it will be treated as having been received by **The insurer**, which means **You** cannot be asked to pay it again if **We** are unable to pay the premium to **The insurer**. Similarly, once **We** have received the premium **We** would be unable to return it to **You**, for example in the event of **The insurer** becoming insolvent. Also, if **The insurer** pays claims money or a return premium to **Us** for onward transmission to **You** and **We** do not pay **You**, then **The insurer** will still be liable to **You**. As **The insurer** bears the risk of such losses, this relationship is usually described as Risk Transfer.

# Policy Conditions

The cover set out in this policy wording, unless stated otherwise, is subject to the Policy Conditions listed below:

## 1 Contract Of Insurance

**You** and **Your Family** must comply with the following conditions to have the full protection of **Your** home insurance policy. If **You** or **Your Family** do not comply with them, **We** or **The insurer/s** may at **Our** or **Their** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

This policy is a contract of insurance between **You** and **The insurer**. The following elements form the contract of insurance between **You** and **The insurer**, please read them and keep them safe:

- **Your** home insurance policy wording;
- **Your Schedule**;
- any **Endorsements** on **Your Schedule**;

In return for **Your** premium, **The insurer** will provide the cover shown on **Your Schedule** on the terms and conditions of this policy wording during the **Period of insurance**. **Their** provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## 2a Information and Changes We Need To Know About

**You** must take care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to and renew **Your** policy. Please tell **Us** as soon as possible during the **Period of insurance** if there are any changes to the information set out in the **Application form** and/or **Statement of fact** or on **Your Schedule**. **You** must also tell **Us** about the following changes:

- change of address;
- structural alteration to **Your Home**
- if **You** or **Your Family** intend to let or sub-let **Your Home**
- if **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes;
- the people to be insured;

- the **Maximum claim limits** are not adequate;
- **Your Home** is to be left **Unoccupied**;
- if **You** or **Your Family** have received a conviction for any offence except for driving;
- If **You** or **Your Family** are declared bankrupt;
- If **You** or **Your Family** are given a County Court Judgement or an Individual Voluntary Arrangement.

When We are notified of a change, We will tell You if this affects Your insurance; for example, whether The insurer is 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. **Please note that if the information you provide is not complete and accurate, Your claim may be declined in full or part and/or Your policy deemed invalid**

**2b We** or **The insurer** reserve the right to make changes or add to these policy terms and to change the premiums applicable for any of the following reasons:

- legal or regulatory reasons; and/or
- to reflect new industry guidance and codes of practice; and/or
- to reflect legitimate cost increases or reductions associated with providing this policy.

If changes become necessary, they will be applied to all policies issued. **We** will not make changes which apply only to **Your Home** insurance policy or to persons insured under **Your** policy alone.

**We** will write to **You** with details at least 30 days before **We** or **The insurer** make any changes. **You** will then have the option to continue with, or to cancel, the policy. If **You** request to cancel the policy **We** will carry out **Your** request either from the date **We** receive **Your** letter or a phone call from **You** or from any later date **You** give to **Us**.

### 3. Administration Fee

There may be a number of different changes that will incur an administration fee as well as an additional premium, such as a change to **Your** policy, **Your** details or requesting duplicate documentation. An administration fee may still apply even though an amendment results in a return of premium to **You**. For multiple changes the highest charge will apply. Please refer to the Important Information document for details of all administration fees. If **You** have any queries, please contact **Us**.

### 4. Precautions

**You** must take care:

- to keep **Your** home in a good state of repair; and
- to avoid or limit any loss, damage, **Accident** or injury.

### 5. Cancelling The Policy

Cancellation rights within 14 days

**You** have a statutory right to cancel **Your** policy within 14 days (cooling off period) from the start date or renewal of the policy or from the day on which **You** receive **Your** policy or renewal documentation, whichever is later. **We** will refund the premium, less a proportionate amount for the time **You** have been on cover. If **You** have received payment for, are in the process of making a claim or have suffered a loss for which **You** are intending to make a claim during the period **You** have been on cover, **We** will not refund any premium to **You**.

Cancellation rights after 14 days

Following the expiry of **Your** statutory cooling off period, **You** may cancel **Your** policy at any time by telling **Us**, either in writing or by telephone. As long as **You** have not received payment for, or are not in the process of making a claim and have not suffered a loss for which **You** are intending to make a claim during the period **You** have been on cover, **We** will keep an amount of premium in proportion to the time **You** have been on cover plus a cancellation charge and refund the rest to **You**.

If **You** have received payment for or are in the process of making a claim (regardless of the date of cancellation), and if **You** pay by instalments, **You** will either have to continue with the instalments, until the policy renewal

date or pay the balance of outstanding premium for the remainder of the **Period of insurance**.

Non-payment of premiums – **We** can cancel the policy by sending **You** written notice if **You** do not pay the premium or miss an instalment. Following the expiry of **Your** statutory cooling off period, **You** may cancel **Your** policy at any time by telling **Us**, either in writing or by telephone. As long as **You** have not received payment for, or are not in the process of making a claim and have not suffered a loss for which **You** are intending to make a claim during the period **You** have been on cover, **We** will keep an amount of premium in proportion to the time **You** have been on cover plus an administration fee and refund the rest to **You**.

**We** or **The insurer** may cancel **Your** policy by giving **You** 21 days written notice by recorded delivery to **Your** last known address. If **You** do not pay **Your** premium **We** or **The insurer** may cancel **Your** policy. This does not affect **Our** right to collect any outstanding premium from **You** for the period that **We** provided **You** cover. If **You** pay by instalments: A carefully selected third party is providing the finance to **You** under a Consumer Credit Agreement to cover the premium due under **Your** policy. Under this arrangement, they reserve the right to instruct **Us** on **Your** behalf to cancel **Your** policy in the event that there is a default in instalment payments. If they choose to exercise this right or **We** or **You** choose to cancel **Your** policy, **We** will pay any refund to them.

**We** or **The insurer** reserve the right to cancel or void the policy immediately if **We** or **The insurer** discover that **You** have not disclosed **Important Information** or have made a misrepresentation in respect of the **Important information You** told to **Us** in **Your Application form** or that is detailed on **Your Statement of fact**. In accordance with policy condition 6, if **You** commit fraud or attempt to commit fraud, **We** or **The insurer** will cancel **Your** policy without any refund of premium.

### 6. Other Insurances

If **You** have any other insurance policies which cover the same loss, damage or liability as this policy, **The insurer** will pay only **Their** share of any claim.

## 7. Fraudulent Claims

Throughout **Your** dealings with **Us** and **The insurer**, **We** and **The insurer** expect **You**, or anyone acting for **You** to act honestly.

If **You** or anyone acting for **You**:

- knowingly provides information to **Us** as part of **Your** application that is not true and complete to the best of **Your** knowledge and belief or
- knowingly makes a fraudulent or exaggerated claim under the policy or
- knowingly makes a false statement in support of a claim or
- submits a knowingly false or forged document in support of a claim or
- makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement, knowledge or collusion

Then:

- **We** or **The insurer** may prosecute fraudulent claimants.
- **We** or **The insurer** may make the policy void from the date of the fraudulent act.
- **The insurer** will not pay the claim.
- **The insurer** may not pay any other claim which has been or will be made under the policy.
- **We** will not return any premium.
- **We** or **The insurer** may inform the Police or military authorities (if applicable), other financial organisations and anti-fraud databases such as CIFAS (Credit Industry Fraud Avoidance System), IFR (Insurance Fraud Register) and CUE (Claims and Underwriting Exchange) of the circumstances.

## 8. How To Make A Claim – Sections 1-3

Naturally **We** and **The insurer** hope **You** won't have any **Accidents** or misfortune, but if **You** do and wish to make a claim under this insurance please contact the claims team on the phone number shown on the policy **Schedule** to report the **Incident** as soon as possible.

- Tell the Police within seven days of discovering the **Incident** if something is lost or if **You** suspect theft or malicious damage.

- Take all practical steps to get back any property which has been lost.
- If required, fill in the claim form and send it back, with everything **The insurer** has asked for, within 30 days of the **Incident**.
- To help prove **Your** claim, **The insurer** may require **You** to provide original purchase receipts, invoices, bank or **Credit card** statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your** property.
- To help assist in dealing with **Your** claim **The insurer** may require **You** to obtain estimates for the replacement or repair of damaged property; **They** will only ask for information relevant to **Your** claim and **They** will pay for any expenses **You** incur in providing **The insurer** with the above information as part of **Your** claim.
- As soon as possible send **The insurer** any written claim which is made against **You**, and give **The insurer** full details of any verbal claims made against **You**.

Where applicable, **You** must not do any of the following:

- Admit or deny any responsibility for any **Incident**.
- Negotiate or settle any claims made against **You** by anyone else, unless **The insurer** writes and tells **You** that **You** can.
- Make any offer, promise or payment without written consent from **The insurer**.

**The insurer** can negotiate, defend or settle, in **Your** name and on **Your** behalf, any claims made against **You**. **The insurer** can also take legal action in **Your** name for **Their** benefit to get back any payment **They** have made under this policy.

At the time of making a claim, **You** will be asked to provide:

- The policy number stated on **Your Schedule**;
- Full details of the claim.

Please have this information ready before **You** call.

## 9. How We Use Your Data

**We** and **The insurer** will process any information provided by **You** in accordance with the provisions of the Data Protection Act 1998 for the purpose of:

- Providing Insurance.
- Handling claims.
- Providing information to third parties (in the event of any claims).

Please note, that **The insurer** may separately have given **You** its own Data Protection Notice or Statement and hold personal data separately from that provided by **You** in connection with this policy.

- **We, The insurer**, and carefully selected partners/third parties, will use the information about **You** for the purpose of communication with **You**, providing **You** with insurance services and additional products and services. **We** and **The insurer** fully accept **Our** and **Their** responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to **Us** and **The insurer**.
- The personal data that **You** provide may be stored electronically or as a hard copy. **We** and **The insurer** shall be entitled to transfer any data that may be required for processing purposes to any third party within the United Kingdom or abroad, who are involved in the administration and/or processing of **Your** insurance contract on **Our** and **Their** behalf. By disclosing **Your** personal information to **Us** and **The insurer**, **You** indicate **Your** consent to the collection, storage, processing and use of **Your** data.
- The information **You** provided when **You** took out **Your** home insurance policy, together with other information, will be used by **Us** and **The insurer**, **Our** and **Their** group companies and carefully selected partners and/or third parties. It will be used for administration, claims handling and customer service, including promotional activities.  
**We** and **The insurer** may provide information to **Our** and **Their** service providers and agents for these purposes.

**Our** and **Their** group companies and other third parties may also disclose information about **You** to **Us** and **The insurer** for the same purposes.

- It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.
- Where **You** have provided information about another person in connection with the purchase and performance of this home insurance policy **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad. **You** also agree to receive on their behalf any Data Protection Notices from **Us** and **The insurer**.
- Unless **You** have advised **Us** or **The insurer** otherwise, **We** or **Their** may share personal data that **You** have provided to **Us** or **The insurer** within **Our** or **Their** group companies and other companies that **We** or **Their** may have established commercial links with. **We, The insurer** or **Their** group companies and other group companies that **We** or **Their** may have established commercial links with may contact **You** by email, mail, telephone or other appropriate means, in order to tell **You** about other carefully selected products, services or offers that **We** or **Their** believe will be of interest to **You**. **You** may opt-out at any time by contacting **Us**.
- If **You** ask **Us** or **The insurer**, **We** or **Their** will tell **You** what information **We** or **Their** hold about **You** and provide it to **You** in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.
- **We** or **The insurer** may monitor and/or record **Your** communication with **Us** or **The insurer** either ourselves or by reputable organisations selected by **Us** or **The insurer**, to ensure consistent servicing levels and account operation.
- **We** and **The insurer** will keep information about **You** only for so long as it is appropriate.

### *How we use your data (continued)*

It is a legal requirement that any offer to pay premiums in instalments is assessed for affordability.

To do this **We** pass **Your** details to **Our** instalment provider who may assess **Your** application by making a search of the public information that a credit reference agency holds about **You**. The agency will add details of the search and **Your** application to **Their** record whether or not **Your** application proceeds. This and other information about **You** may be used to make credit decisions about **You**.

## 10. Full Value

### Maximum claim limits

#### a) The value of **Your Contents**.

**You** must notify **Us** as soon as possible if the full replacement value of **Your Contents** exceeds the amount shown in **Your** policy **Schedule**.

If the amount shown on **Your** policy **Schedule** represents less than 100% of the full replacement value of **Your Contents**, **The insurer** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Contents** shown on **Your** policy **Schedule** only represents 70% of the full replacement value then **The insurer** will not pay more than 70% of **Your** claim.

The full replacement value of **Your Contents** means the current cost as new. If the full replacement value of **Your Contents** exceeds the amount shown in **Your** policy **Schedule** the cover under the policy will no longer meet **Your** needs.

#### b) The value of **Your Buildings**.

**You** must notify **Us** as soon as possible if the full rebuilding cost, including costs for architects fee and clearance of land for **Your Buildings** exceeds the amount shown in **Your** policy **Schedule**.

If the amount shown on **Your** policy **Schedule** represents less than 100% of the full rebuilding cost of **Your Buildings**, **The insurer** will only be able to settle claims at the percentage **You** are insured for.

For example, if the value of **Your Buildings** shown on **Your** policy **Schedule** only represents 70% of the full rebuilding cost then **The insurer** will not pay more than 70% of **Your** claim.

The full rebuilding cost of **Your Buildings** means the cost of rebuilding if the **Buildings** were completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your Schedule** the cover under the policy will no longer meet **Your** needs.

## 11. Customers With Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, please contact **Us**.

## 12. Let, Lent Or Sub-Let Properties

If the property is let, lent or sub-let, **You** must:

- Tell **Us** as soon as possible if there is a break in the tenancy agreement of more than 30 days.
- Tell **Us** as soon as possible if the type of tenant changes from that noted on the **Schedule**.
- Comply with any local authority regulations or statutory conditions regarding the letting of the property.
- Ensure that all gas appliances fitted at the property are serviced by a GAS Safe Register registered individual within 15 days of the start of the insurance or not more than 12 months from the date they were last serviced, whichever is sooner.
- Comply with the Electrical equipment (Safety) Regulations 1994.
- Comply with the Furniture and Furnishings (fire safety) Regulations (as amended in 1993).
- Ensure there is a tenancy agreement of 6 months or more remaining on the existing tenancy agreement or the property must have been occupied for 12 months or more by the same tenant(s) with no gap between the tenancy agreements, along with a suitable tenant reference.

If these conditions cannot be met, this policy may become invalid.

### 13. Guaranteed Repairs

In the event of a claim and provided **You** use one of **The insurer's** approved repairers, **Their** approved repairer will offer a guarantee on the repairs. This would normally be a 12 month guarantee but each case would be reviewed individually.

**The insurer** will guarantee repairs directly if **Their** approved repairer goes out of business.

### 14. Fraud Prevention And Detection

In order to prevent and detect fraud **We** and **The insurer** may at any time:

- Share information about **You** with other organisations including the Police.
- Undertake credit searches.
- Check and/or share **Your** details with fraud prevention and detection agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We**, **The insurer** and other organisations may access and use information recorded by fraud prevention agencies in order to:
  - Check details on applications for credit and credit-related or other facilities.
  - Manage credit and credit related accounts or facilities.
  - Recover debt and trace beneficiaries.
  - Check details on applications and claims for all types of insurance.
  - Check details of job applicants and employees.

Please contact **Us** on the number shown in **Your** policy documentation if **You** wish to receive details of the fraud prevention agencies. These agencies may charge a fee.

### 15. Contractual Right Of Renewal

If **You** pay **Your** premium using **Our** third party's Direct Debit instalment scheme (or any other scheme offered by **Us**, at **Our** discretion) whether annually or monthly, **We** will have the right (which **We** may not use) to automatically renew the policy each year and they will continue to collect premiums using this method. **We** may use previous bank or card details provided to **Us** by **You** in order

to facilitate this approach. By providing these details, **You** consent to their use in this manner. **We** may vary the terms and conditions of the policy (including the premium) at renewal. This includes the period from when **We** have issued renewal paperwork, but is before **Your** renewal date. For example if there is a change in **Your** circumstances after **We** have issued **Your** renewal paperwork that **We** are subsequently made aware of, or **You** have submitted a claim in **this period**, but **Your** policy has not renewed yet, this may result in the terms or conditions of **Your** policy being amended, the renewal invitation being withdrawn or potentially an additional premium being charged. This includes where **You** have already paid **Your** premium before **Your** renewal date. If **You** decide that **You** do not want **Us** to renew the policy, as long as **You** tell **Us** before the next renewal date, **We** will not renew it. Depending on when **you** tell **Us**, **Your** payment could still be taken if it is close to the renewal date.

Any monies taken will be refunded. **Our** right to renew the policy does not affect **Your** cancellation rights shown on page 17 of this policy wording.

### 16 Third party Direct Debit scheme - Premium Credit Limited (PCL)

**We** work with a separate company called Premium Credit Limited (PCL), which provides monthly instalment payment facilities. This means that **We** will introduce **You** to PCL and **You** will have a separate credit arrangement with them. As part of this introduction **We** will need to send information to PCL including **Your** bank/building society account details in order for PCL to make a credit decision about **You**, set up **Your** credit agreement and Direct Debit. Please note that PCL has its own set of terms and conditions and charges and **You** should familiarise yourself with these by reading the PCL documentation carefully.

- When PCL process **Your** introduction, **You** will receive a welcome pack which includes a credit agreement between yourself and PCL which **You** will need to sign and return to PCL. Failure to return the credit agreement within the required timescale as stated in their welcome pack will result in an administration charge of £10.00. PCL's welcome pack will

confirm **Your** payment schedule. **You** have the right to cancel this instruction and details of such cancellation rights will be contained in the documentation issued by PCL. PCL will collect **Your** Direct Debits

- Arthur J Gallagher or **The insurer** has the right to cancel **Your** policy should **You** default on **Your** payments.
- If as the result of an adjustment to **Your** policy, there is an additional or return premium due, **Your** remaining instalments will automatically be adjusted.
- The Arthur J Gallagher Group of companies may receive a commission payment in respect of this introduction to PCL.

## General Exceptions

This policy, unless stated otherwise, is subject to the general conditions as listed below: (for sections 4-6 inclusive, please also refer to the additional general exceptions as listed in sections 4-6).

(a) The policy does not cover:

- loss or destruction of/or damage to any property whatsoever, or any loss or expenses whatsoever, resulting or arising from any loss following on from the event for which **You** are claiming;
- any legal liability of whatever nature;
- injury to any person directly or indirectly caused by or contributed to or arising from any of the following:
  - i. Riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands.
  - ii. Riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation.
  - iii. Property being confiscated or detained by customs or other officials.
  - iv. Pressure waves caused by aircraft and other flying devices travelling at sonic or supersonic speeds.

- v. Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel.
- vi. The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- vii. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- viii. Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to; the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

## General Exceptions (continued)

- ix. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:  
Any action taken in controlling, preventing, suppressing or in any way relating to vii. and viii. on page 22.
- x. Pollution or contamination unless it is:
- the result of leakage of oil from a domestic installation at the **Home**.
  - caused by a sudden, identified, unexpected and unforeseen **Accident** which happens in its entirety at a specific moment of time during the **Period of insurance** within the boundary of the **Home** and is reported to **Us** not later than thirty days from the end of the **Period of insurance** in which case all such pollution and/or contamination arising from such **Accident** shall be deemed to have happened at the time of such **Accident**.
- (b) **The insurer** does not cover **You** for any kind of indirect loss (that is any loss which happens as a result of, or is a side effect of, the peril/s for which **You** are insured).
- (c) Gradual deterioration/maintenance. Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.
- (d) **The insurer** will not pay for:
1. Any legal liability of whatever nature directly or indirectly caused by or contributed to or arising from:
    - i. computer viruses, erasure or corruption of electronic data;
    - ii. For the purposes of this exclusion “computer virus” means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.
- (e) Contract (Rights of Third Parties) Act 1999 Clarification Clause  
A person who is not a party to this insurance has no right under the Contracts (rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (f) Jurisdiction  
Any damages and costs awarded against **You** in any court outside UK, Northern Ireland, Isle of Man and the Channel Islands.
- (g) Loss of value and depreciation  
Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.
- (h) Wilful/deliberate acts  
Loss or damage caused by wilful deliberate acts by **You** or any member of **Your Family**.
- (i) Existing damage  
Any loss, damage, injury or **Accident** occurring before cover commences.
- (j) Confiscated items  
Any loss or damage caused by:
  - i. Customs, Police or other officials;
  - ii. An order of any court of law;
  - iii. Any statutory or regulatory authority confiscating an item.

# Contents Insurance

## What **Your Contents** are insured for- Section 1

### The cover in this section only applies when shown in **Your Schedule**

**Your** and **Your Family's Contents** are covered when they are:

- in the **Home**;
- outside but within the boundary of the **Home**;
- in a building within the boundary of the **Home** with an open front or side, such as a carport;
- In a building or home that **You** or **Your Family** are working or living in temporarily, within **The European Area** for up to 90 consecutive days.

#### The Most **The insurer** Will Pay (Maximum claim limit)

The **Contents** are covered up to the **Maximum claim limit** shown on **Your Schedule** which applies to this section. In addition, **Your Schedule** will detail the following sub limits which apply to this section of the policy. Please note these limits are within, and not on top of, the **Maximum claim limit** for the **Contents** section.

- The **High-risk property** is covered up to the valuables within **Contents Maximum claim limit** shown in the **Schedule**. But the most **The insurer** will pay for any one item is £2,000 unless a different amount is specified in the **Schedule**.
- If applicable, **Business equipment** is covered up to the **Business equipment Maximum claim limit** shown in the **Schedule**. But the most **The insurer** will pay for any one item is £2,000 unless a different amount is specified in the **Schedule**.
- The most **The insurer** will pay for any one claim for loss of or damage to **Money** is the amount shown in the **Schedule**.
- The most **The insurer** will pay for any one claim for loss of or damage to deeds and documents is the amount shown in the **Schedule**.
- The most **The insurer** will pay for any one claim and the most **The insurer** will pay for any one item for property outside but within the boundary of the **Home** or in a building that is open at the side or front (such as a carport) are the amounts shown in the **Schedule**. For hot

tubs, Jacuzzis and spas the most **We** will pay is the amount shown in the **Schedule**.

- The most **The insurer** will pay for property in an unsecured **outbuilding** (such as a garage or garden shed) is the amount shown in the **Schedule**.
- The most **The insurer** will pay for property in a **Secured Outbuilding** (such as a garage or garden shed) is the amount shown in the **Schedule**.
- The most **The insurer** will pay for **Accidental** loss of metered water or oil in a domestic heating system is the amount shown in the **Schedule**.
- The most **The insurer** will pay for damage to food in any refrigerator or deep freezer is the amount shown in the **Schedule**.
- The most **The insurer** will pay for **Downloaded electronic data** is the amount shown in the **Schedule**.
- If **High risk property** is specified under Section 1c, these limits are within (not on top of) the sum insured shown on **Your Schedule** as applying to Section 1.

#### General Exceptions to **Contents**- Section 1

- The **Excess** as stated in this section of **Your Schedule**.
- Anything insured under another policy or more specifically insured elsewhere in this policy.
- **Business equipment** unless stated in this section of **Your Schedule**.
- Any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible.
- Any **Motor vehicle or craft**, or caravan, or any accessories or contents in them or attached to them.
- Animals.
- Growing trees, growing shrubs or growing plants.
- Any item taken out of **Your Home** to sell or exhibit or to be kept in a storage facility. A storage facility is a commercial warehouse which protects the items stored from theft, damage or weather conditions.

## WHAT IS INSURED

The **Contents** are covered for loss or damage occurring during the **Period of insurance** caused by any of the following:

- 1 Fire or smoke (not arising from things that happen gradually), explosion, lightning or earthquake.
- 2 Riot, civil commotion and labour or political disturbances which happen in the United Kingdom, the Isle of Man or the Channel Islands.
- 3 Malicious damage which happens in the United Kingdom, the Isle of Man or the Channel Islands.
- 4 **Your Home** being hit by:
  - aircraft or other flying devices, or anything dropped from them; or
  - vehicles or trains; or
  - falling aerials or masts; or
  - falling trees or branches; or
  - animals.
- 5 Storm, flood or weight of snow.
- 6 **Subsidence** or ground **Heave** of the site **Your Home** stands on, or **Landslip**.

## WHAT IS NOT INSURED

See also the General Exceptions shown on pages 22 to 23

- 1 Scorching, singeing or melting.
- 2 Losses not reported to the Police within seven days of discovery of the loss or damage.
- 3 Loss or damage caused:
  - by **You** or **Your Family** or any person **You** or **Your Family** have allowed into **Your Home**
  - when **Your Home** is **Unoccupied** or **Unfurnished**.

Losses not reported to the Police within seven days of discovery of the loss or damage.

- 4 Damage caused by domestic animals, birds or pets as a result of biting, chewing, scratching, or fouling.  
The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged **Your Contents**.
- 5 Loss or damage to property outside **Your Home**. Damage during renovation.
- 6 Loss or damage resulting from coastal or river bank erosion.  
Loss or damage caused by compaction of infill or **Settlement**, shrinkage or expansion of the Building.  
Loss or damage arising from defective design, defective materials or faulty workmanship.  
Damage arising from structural alteration, repair or demolition.  
Loss or damage to freestanding hot tubs, Jacuzzis or spas unless the main Building is damaged at the same time.

## WHAT IS INSURED

- 7 Escape of water from any fixed domestic water, drainage or heating system, washing machine, dishwasher or water bed.
- 8 Theft or attempted theft from the **Home**. In addition;  
**Money** is covered away from **Your Home** only if it is stolen from a building where forcible and violent entry to or exit from was used to get into or out of the building. All other property is covered only if stolen:
- From a **Home** or building **You** or **Your Family** are working or living in temporarily (other than whilst in full time education).
  - From any other building if force and violence was used to get in or out.
  - From any bank or safe deposit, or while **You** or any member of **Your Family** is taking the items to or from the bank safe deposit.
- 9 Escape of oil from a fixed, domestic, oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oilfired heating system.

## WHAT IS NOT INSURED

- 7 Damage to the fixed domestic water, drainage or heating system itself.  
Damage when **Your Home** is **Unoccupied** or **Unfurnished**.  
Loss or damage to freestanding hot tubs, freestanding Jacuzzis or freestanding spas.  
The cost of removing and replacing any part of **Your Buildings** necessary to find and repair the source of the leak and making good.  
Damage caused by sinks, bidets, showers and baths overflowing as a result of the taps being left on. (This exclusion does not apply if **You** have chosen additional **Accidental** Damage cover, Section 1a.)
- 8 Theft or attempted theft;
- by deception, unless entry only is gained by deception;
  - by **You** or any member of **Your Family** or domestic employees;
  - when **Your Home** is **Unoccupied** or **Unfurnished**; or
  - when **Your Home** or any part of it is let or sublet to or occupied by someone who is not a member of **Your Family**.
- Losses not reported to the Police within seven days of discovery of the loss or damage.
- 9 Loss or damage when **Your Home** is **Unoccupied** or **Unfurnished**.  
The cost of removing and replacing any part of **Your Buildings** necessary to find and repair the source of the leak and making good.

## WHAT IS INSURED

**10 Accidental** damage to personal computers, television sets (and their aerials), radios, audio and home entertainment equipment (DVD players and cable/ satellite/digital receivers.)

**11 Accidental** breakage, in **Your Home**, of:

- fixed glass in furniture (but not glass in pictures or clocks);
- glass shelves;
- glass tops to furniture;
- fixed glass in mirrors; or
- ceramic hobs in freestanding cookers and ceramic tops in freestanding cookers.

**12 Accidental** loss of metered water or of oil in domestic heating systems. The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

## WHAT IS NOT INSURED

**10** Damage to records, compact discs, computer disks, cassettes or equipment, video recording equipment, tapes and DVDs.

Damage caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item.

Damage caused by wear and tear or deterioration.

Electrical or mechanical breakdown.

Damage from light or atmospheric or climatic conditions.

**Accidental** damage or contamination to computers or computer equipment by:

- erasure or distortion of data;
- **Accidental** erasure or misfiling of documents or records; or
- viruses.

Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it.

Loss or damage caused by domestic pets as a result of biting, chewing, scratching or fouling.

Damage caused by rot, fungus or **Vermin**.

Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers, portable compact disc players and portable televisions.

**11** Damage caused by scratching and denting.

Loss or damage when **Your Home** is **Unoccupied** or **Unfurnished**

Replacement cost of any part of the item other than broken glass.

**12** No additional exclusions.

## WHAT IS INSURED

**13** Damage to food in any refrigerator or deep freezer caused by:

- a rise or fall in temperature; or
- contamination by refrigerant or refrigerant fumes.

The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

In addition **You** are covered for the following:

**14** Alternative accommodation and tenant's rent liability.

If **You** cannot live in **Your Home** because of damage insured under this section:

- **The insurer** will pay the cost of necessary comparable alternative accommodation for **You, Your Family** and domestic pets until **You** can live in **Your Home** again; and
- if **You** are a tenant, **The insurer** will also pay any rent that **You** have to pay while **You** are not living in **Your Home**.

The most **The insurer** will pay in any **Period of insurance** is the amount shown in the **Schedule** under this section.

**15** Replacement locks and keys

**The insurer** will pay the cost of replacing keys and installing locks on outside doors if **Your** keys have been lost or damaged by the risks insured under this section.

The most **The insurer** will pay in any **Period of insurance** is the amount shown in the **Schedule**.

## WHAT IS NOT INSURED

**13** Damage caused by **Your** power supply being deliberately cut off by the supply company.

Damage caused by a strike, lock-out or an industrial dispute.

Damage caused by something **You** or **Your Family** do deliberately.

Food beyond the date it can be safely eaten.

Loss of or damage to food held or used for **Business** purposes.

**14** No additional exclusions.

**15** The cost of replacing keys and locks to garages or **Outbuildings**.

If **You** insure the **Buildings** and **Contents** under this policy and make a claim to replace locks and keys **You** can only receive a payment under either the **Buildings** or **Contents** section of cover. It is not possible to make a claim under **Buildings** and **Contents** for the same event.

## WHAT IS INSURED

### 16 Changing Address

If **You** are moving to a new **Home** in the United Kingdom, the Channel Islands or the Isle of Man and ask **Us** to insure **Your Contents**, **The insurer** may be able to arrange for this policy to cover **Your Contents** at **Your** new address. All policy conditions, including those relating to security devices which **You** must have or which **We** give **You** a premium discount for, will continue to apply unless **We** agree otherwise in writing.

**You** may have to pay an extra premium to transfer **Your Contents** cover to a new address.

### 17 Contents in transit

If **Your Contents** are professionally packed and transported **The insurer** will insure **You** against loss or damage to the **Contents** while they are:

- being transported anywhere in the UK between **Your** old address and **Your** new address;
- on their way to and from the furniture depository, and
- being loaded or unloaded.

### 18 Death benefit

**The insurer** will pay if **You** or any member of **Your Family** is killed as a result of a fire or assault in **Your Home**, as long as the death happens within 12 months of the event. The most **The insurer** will pay in any **Period of insurance** is the amount shown in the **Schedule**.

### 19 Damage as a tenant

If **You** are a tenant of **Your Home** **The insurer** will pay for loss of or damage to interior decorations and **Your** home improvements caused by the perils listed in this section. The most **The insurer** will pay in any **Period of insurance** is the amount shown in the **Schedule**.

## WHAT IS NOT INSURED

### 16 No additional exclusions.

### 17 Breakage of glass or other fragile items.

Property in storage.

Loss or damage caused by mechanical, electrical or electronic fault or breakdown.

### 18 No additional exclusions.

### 19 No additional exclusions.

## WHAT IS INSURED

### 20 Special Events

The **Maximum claim limit** under this section is automatically increased by the amount shown in the **Schedule** for one month before and the month after **You**, or any member of **Your Family's** special event to cover gifts, extra food and drink and the cost of extra items bought specifically for the event.

### 21 Broadband/Internet loss of use.

**The insurer** will pay the cost of **Your** monthly service charge for broadband or internet access loss of use arising from an insured event.

### 22 Contents at University

The **Contents** belonging to a member of **Your Family** in full time education are covered whilst they are living and studying anywhere within the United Kingdom against loss or damage covered by section 1: Contents, perils 1 – 9.

The most **The insurer** will pay for any one claim and for any one item, pair or set are the amounts shown in the **Schedule**.

### 23 Guests Contents

**The insurer** will pay for **Contents** belonging to **Your** guests or visitors whilst in **Your Home** if they are lost or damaged as a result of perils 1 to 9 of this section, if they are not insured under any other policy. The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

### 24 Shopping in Transit

**The insurer** will pay for loss of or damage to **Contents** while **You** are bringing them to **Your Home** from the shop where **You** bought them.

The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

## WHAT IS NOT INSURED

### 20 No additional exclusions.

### 21 Broadband/internet loss of use for less than 30 consecutive days.

### 22 Contents at University

The **Contents** belonging to a member of Your Family in full time education are covered whilst they are living and studying anywhere within the United Kingdom against loss or damage covered by section 1: Contents, perils 1 – 9.

### 23 Any loss or damage excluded under perils 1 to 9.

Loss or damage that is insured under another policy.

### 24 Money.

Theft from an unattended motor vehicle.

Any loss or damage excluded under perils 1 to 9.

## WHAT IS INSURED

### 25 Theft by bogus officials

**The insurer** will pay for the theft of **Money** following unforced entry into **Your Home** by a person or persons falsely claiming to be an official.

The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

### 26 Medical Equipment on loan

**The insurer** will pay for loss or damage as a result of perils 1 to 9 of this section, to specialist medical equipment that has been loaned to **You** or **Your Family**, by a hospital or a registered charity and for which **You** or **Your Family** has been made responsible. The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

### 27 Jury Service

**The insurer** will pay for loss of earnings and other expenses if **You** have to attend jury service. The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

### 28 Emergency Services

**The insurer** will pay for loss of or damage to **Your Home** caused by an emergency service getting into **Your Home** as a direct result of a medical emergency involving **You** or **Your Family**.

### 29 Electronic Data

**The insurer** will pay for the cost of replacing legally **Downloaded electronic data** where such costs are incurred by **You**. The most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

## WHAT IS NOT INSURED

### 25 No additional exclusions.

### 26 Any loss or damage excluded under perils 1 to 9.

Loss or damage that is insured under another policy.

### 27 Any amount that **You** can claim back elsewhere.

### 28 No additional exclusions.

### 29 Any costs incurred where copies are available on other electronic or computer devices owned by **You** or **Your Family**

# Contents Insurance

## OPTIONAL EXTRA COVER

### Your Additional Accidental Damage Cover – Section 1a

The cover in this section only applies when shown in **Your Schedule**

#### The Most **The insurer** Will Pay

The **Contents** are covered up to the **Maximum claim limit** which applies to this section, depending on the following limits;

- The **High-risk property** is covered up to the valuables within **Contents Maximum claim limit** shown in the **Schedule**. But the most **The insurer** will pay for any one item is £2,000 unless a different amount is specified in the **Schedule**.
- If applicable, **Business equipment** is covered up to the **Business equipment Maximum claim limit** shown in the **Schedule**. But the most **The insurer** will pay for any one item is £2,000 unless a different amount is specified in the **Schedule**.
- The most **The insurer** will pay for any one claim for loss of or damage to **Money** is the amount shown in the **Schedule**. The most **The insurer** will pay for any one claim for loss of or damage to deeds and documents is the amount shown in the **Schedule**.
- The most **The insurer** will pay for any one claim for loss of or damage to a **Brittle item** is the amount shown in the **Schedule**.
- The most **The insurer** will pay for any one claim and the most **The insurer** will pay for any one item for property outside but within the boundary of the **Home** or in a building that is open at the side or front (such as a carport) are the amounts shown in the **Schedule**. For hot tubs, Jacuzzis and spas the most **The insurer** will pay is the amount shown in the **Schedule**.

## WHAT IS INSURED

- 1 **Accidental** loss or **Accidental** damage **Your** and **Your Family's Contents** are insured while they are:
  - in the **Home**;
  - outside, but within the boundary of the **Home**; or
  - in a building, within the boundary of the **Home**, with an open front or open side such as a carport.

## WHAT IS NOT INSURED

**NOTE:** Please read this section together with the General Exceptions on pages 22 to 23

- 1 The **Excess** as stated in this section of **Your Schedule**.
  - Any risk already covered under the **Contents** section.
  - Damage to clothing, including furs.
  - Damage to contact or corneal lenses.
  - Damage from wear and tear or depreciation. Damage caused by rot, fungus, moths, **Vermin**, parasites, atmospheric conditions, or light.
  - Electrical or mechanical breakdown.
  - Damage caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item.
  - Damage that happens when any part of the **Home** is lent, let or sublet.
  - Damage caused by **Your** lodgers, paying guests or tenants.
  - Damage caused by domestic animals, birds or pets as a result of biting, chewing, scratching or fouling.
  - Damage to food, drink and plants.
  - Damage excluded anywhere else in the policy.
  - Damage caused by faulty workmanship or design.
  - Loss or damage caused by rain or water entering the **Home** as a result of faulty workmanship, poor maintenance or wear and tear.
  - Damage caused by something **You** or **Your Family** do deliberately.
  - Damage to computers or computer equipment by:
    - i. erasure or distortion of data.
    - ii. **Accidental** erasure or mislaying or misfiling of documents or records.
    - iii. viruses.
    - iv. contamination.
  - Loss or damage whilst the **Home** is **Unoccupied** or **Unfurnished**.
  - Things that happen gradually.

# Contents Insurance

## OPTIONAL EXTRA COVER

### Your Personal belongings Cover – Section 1b

The cover in this section only applies when shown in **Your Schedule**

#### The Most **The insurer** Will Pay

- For **Personal belongings**, the most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.
- For **Money** and **Credit cards**, the most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.
- For any single item, the most **The insurer** will pay for any one claim is the amount shown in the **Schedule** (a pair or set of items is regarded as a single item, a bag of golf clubs, whether or

not by the same manufacturer, is regarded as a set).

- For theft from an unattended motor vehicle, the most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

#### WHAT IS INSURED

- 1 Loss of or damage to **Your** or **Your Family's Personal belongings, Money** and **Credit cards** in **The European area**, or anywhere else in the world for up to 60 days in any **Period of insurance**.

Financial loss if **Your Credit card** is lost or stolen and someone else uses it.

**The insurer** will provide this cover only if:

- **You** reported the loss or theft of any **Credit card** to the **Credit card** company as soon as possible;
- **You** kept to the conditions of the **Credit card**;
- **You** reported any other theft or loss to the local Police within 7 days of discovering the loss or theft.

#### WHAT IS NOT INSURED

- 1 The **Excess** as stated in this section of **Your Schedule**.
  - Any item that would cost more than the single item **Maximum claim limit** as stated in this section of the **Schedule** to replace (a pair or set of items is regarded as a single item, a bag of golf clubs, whether or not by the same manufacturer, is regarded as a set).
  - **The insurer** will not pay any amount for theft from motor vehicles left by the owner or current driver unless the item or any bag, box or other form of wrapping containing it is hidden from view and all access points to the motor vehicle are securely locked and there is evidence that force and violence took place.

## WHAT IS NOT INSURED *(continued)*

NOTE: Please read this section together with the General Exceptions on pages 22 to 23

- Pedal cycles and their accessories.
- Furniture, household goods, equipment, stock or provisions and **Business** goods.
- Growing trees.
- Growing shrubs.
- Growing plants.
- **Motor vehicles and craft**, trailers, caravans, boats or their accessories or associated equipment belonging to any of these.
- Camping equipment.
- Documents and securities.
- Records, compact discs, computer discs, cassettes, tapes.
- China or glass (except spectacles).
- Contact or corneal lenses.
- Animals.
- Items used for **Business** purposes.
- **Accidental** loss **You** do not report to the Police within seven days of discovering the loss.
- Breakage of sports equipment when it is being used.
- Breakage of reeds, strings or drum skins of musical instruments.
- Damage from wear and tear or depreciation.
- Damage caused by moths, **Vermin**, parasites, wet rot, dry rot, fungus, atmospheric conditions, or light.
- Things that happen gradually.
- Damage caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item.
- Electrical or mechanical breakdown.
- Property being confiscated or detained by customs or other authorities.
- Damage excluded elsewhere in the policy.
- Damage caused by something **You** or **Your Family** do deliberately.
- Loss or damage arising from the cost of remaking any film, disc or tape or the value of any information contained on it.
- Loss or damage caused by domestic pets as a result of biting, chewing, scratching or fouling.
- Loss or damage to items not in the care, custody or control of **You** or **Your Family** or an authorised person.
- Loss or damage caused by theft or attempted theft from an unlocked hotel room.
- Loss or damage to documents.
- Loss or damage to items where that item is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
- Damage to computers or computer equipment by:
  - i. erasure or distortion of data.
  - ii. **Accidental** erasure or mislaying or misfiling of documents or records
  - iii. viruses.
  - iv. contamination.
- If any injury, loss, damage or liability is covered by any other insurance then **The insurer** will not pay more than **Their** share.
- Loss or damage to lottery tickets and raffle tickets.
- Any property which **You** or a member of **Your Family** normally keep away from the **Home**.

# Contents Insurance

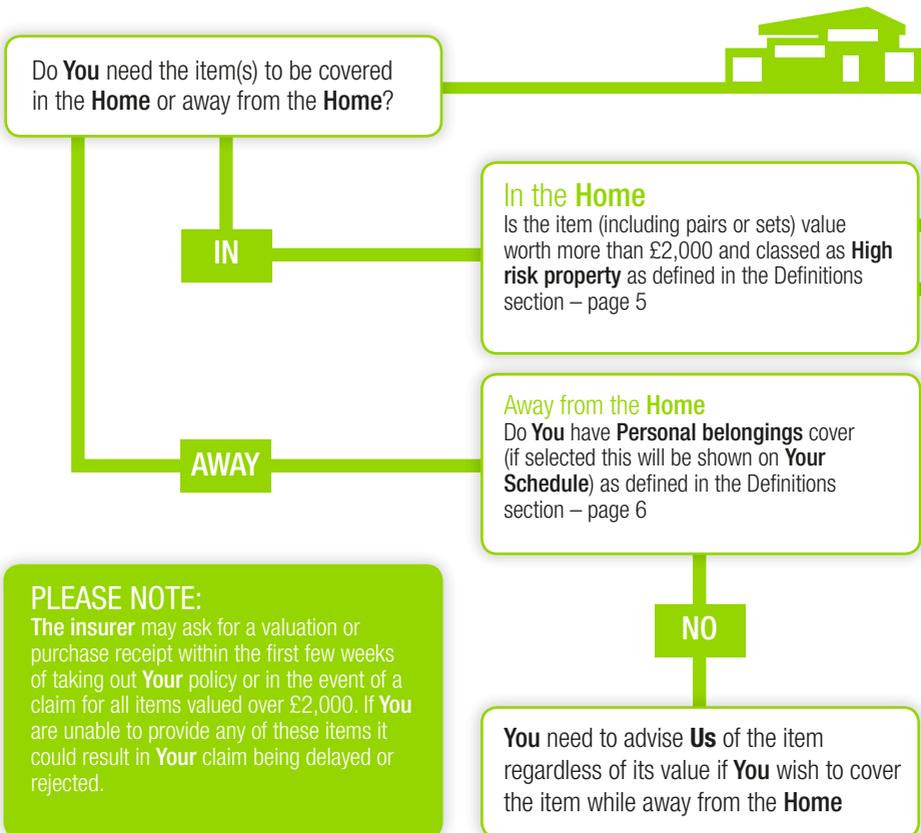
## USEFUL INFORMATION

### High risk property

The pages that follow contain the details of cover for **High-risk property**.

Some items of **your** property may be defined as “high risk” by insurers. An example might be a piece of jewellery. Proof of purchase of such items is often requested so keeping receipts is a good idea.

So, it is important to understand when an item or items classed as **High-risk property** needs to be specified separately on **Your Schedule** to ensure **You** have adequate cover for the item(s) This quick guide will help **You** decide if an item or items should be specified on **Your Schedule**. If **you** are in any doubt please contact us.



YES

NO

**You need to advise Us so We can specify the item(s) on Your Schedule**

**You do not need to tell Us separately about this item(s) and this does not need to be specified on Your Schedule**

If the item value is less than the single article limit for **Your Personal belongings** cover **You do not need to tell Us separately about this item(s) and this does not need to be specified on Your Schedule**

If the item value is more than the single article limit for **Your Personal belongings** cover **You need to advise Us so We can specify the item(s) on Your Schedule.** Please refer to **Your Schedule** for the single article limit that applies

# Contents Insurance

## OPTIONAL EXTRA COVER

### Your High-risk property Cover – Section 1c

The cover in this section only applies when shown in **Your Schedule**

#### The Most **The insurer** Will Pay

- The most **The insurer** will pay for any **High-risk property** is the sum insured shown in the **Schedule** next to each item.

If the value of the items at the time of the loss or damage is more than the amount shown in the **Schedule**, **The insurer** will pay part of the claim.

(For example, if the sum insured is one third of the actual value, **The insurer** will pay only one third of the sum insured.) For theft from an unattended motor vehicle, the most **The insurer** will pay for any one claim is the amount shown in the **Schedule**.

#### WHAT IS INSURED

- 1 Loss of or damage to **Your** and **Your Family's High-risk property** (that is individually listed in the **Schedule**) is covered either; in the **Home** only or in and away from the **Home** (away from the **Home** being in **The European area**, or anywhere else in the world for less than 60 days) in any **Period of insurance**. This will be detailed on **Your Schedule**.

If **You** make a claim, **You** will need to provide a professional valuation, receipt or proof of purchase pre-dating the loss as proof of value and ownership.

**The insurer** will pay a claim for loss or theft only if **You** reported the loss or theft to the local Police within 7 days of discovering it.

#### WHAT IS NOT INSURED

**NOTE:** Please read this section together with the **General Exceptions** on pages 22 to 23

- 1 The **Excess** as stated in this section of **Your Schedule**.
  - Breakage of sports equipment when it is being used.
  - Breakage of reeds, strings or drum skins of musical instruments.
  - Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.
  - Damage caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item.
  - Electrical or mechanical breakdown.
  - Any loss, damage or liability caused by or happening through confiscation or detention by customs or other officials or authorities.
  - Items used for **Business** purposes.
  - Damage caused by something **You** or **Your Family** do deliberately.

## WHAT IS INSURED

## WHAT IS NOT INSURED *(continued)*

- Animals and pets owned by **You** or **Your Family**.
- **The insurer** will not pay any amount for theft from motor vehicles left by the owner or current driver unless the item or any bag, box or other form of wrapping containing it is hidden from view and all access points to the vehicle are securely locked.
- Any property which **You** or a member of **Your Family** normally keep away from the **Home**.

# Contents Insurance

## OPTIONAL EXTRA COVER

### Your Pedal Cycles Cover – Section 1d

The cover in this section only applies when shown in **Your Schedule**

#### The Most **The insurer** Will Pay

- The most **The insurer** will pay for pedal cycles is the amount shown against each item in the **Schedule**.

If the value of the items at the time of the loss or damage is more than the amount shown in the **Schedule**, **The insurer** will pay part of the claim.

(For example, if the sum insured is one third of the actual value, **The insurer** will pay only one third of the cost of replacement or repair.)

#### WHAT IS INSURED

- 1 **Accidental** loss or damage.  
**Your** and **Your Family's** pedal cycles including battery assisted cycles (listed in the **Schedule**) are covered in the United Kingdom, the Channel Islands and the Isle of Man.  
There is no cover for pedal cycles outside the United Kingdom, the Channel Islands or Isle of Man unless **We** and **The insurer** agrees to this and if requested **You** may pay an extra premium.

#### WHAT IS NOT INSURED

NOTE: Please read this section together with the General Exceptions on pages 22 to 23

- 1 **The Excess** as stated in this section of **Your Schedule**.
  - Loss or damage to motorised pedal cycles.
  - Pedal cycles being used for racing, pacemaking or testing of any kind or while practising for any of them.
  - Theft or attempted theft of a pedal cycle when left in a public place without being secured by a chain and padlock or other equivalent lock, as agreed by **Us** and **The insurer** in writing, to a permanent structure or motor vehicle.
  - Cuts or bursts to tyres.
  - Loss of or damage to accessories or parts of pedal cycles unless the pedal cycle is stolen or damaged at the same time.
  - Damage caused by wear and tear or loss of value.

## WHAT IS INSURED

## WHAT IS NOT INSURED *(continued)*

- Damage caused by moths, **Vermin**, parasites, atmospheric conditions, or light.
- Things that happen gradually.
- Damage caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle.
- Mechanical or electrical breakdown or failure.
- The cycle being confiscated or detained.
- Cycles used for **Business** purposes.
- Depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming e.g. costs incurred in preparing the claim or loss of earnings following **Your** bodily injury or illness.
- Pedal cycles obtained using any form of payment which proves to be counterfeit, false, fraudulent, invalid, irrecoverable or irredeemable for any reason.

# Buildings Insurance

## What **Your Buildings** Are Insured For – Section 2

The cover in this section only applies when shown in **Your Schedule**

### Buildings

This policy covers the following sections of **Your** policy:

- The most **The insurer** will pay for loss of or damage occurring during the **Period of insurance** to the **Buildings** is the **Maximum claim limit** for this section as shown on **Your Schedule**.
- The most **The insurer** will pay for loss of or damage occurring during the **Period of insurance** to any one **Outbuilding** is the **Maximum claim limit** as shown on **Your Schedule**.

#### WHAT IS INSURED

The **Buildings** are covered for loss or damage caused by any of the following:

- 1 Fire, smoke (not arising from things that happen gradually), explosion, lightning or earthquake.
- 2 Riot, civil commotion and labour or political disturbances and strikes.
- 3 Malicious damage.
- 4 The **Buildings** being hit by:
  - aircraft or other flying devices, or anything dropped from them; or
  - vehicles or trains; or
  - falling aerials or masts; or
  - falling trees or branches; or
  - animals.

#### WHAT IS NOT INSURED

Please read this section together with the General Exceptions on pages 22 to 23

The **Excess** as stated in this section of **Your Schedule**

- 1 Scorching, singeing or melting.
- 2 Loss or damage not reported to the Police within seven days of discovery of the loss or damage.
- 3 Loss or damage not reported to the Police within seven days of discovery of the loss or damage.  
Loss or damage caused;
  - i. by **You** or **Your Family** or any person **You** or **Your Family** have allowed into the **Home**
  - ii. when the **Home** is **Unoccupied** or **Unfurnished**.
- 4 The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged the **Buildings**.  
Damage to hedges.  
Damage arising from cutting down all or part of a tree.

## WHAT IS INSURED

- 5 Storm, flood or weight of snow.
- 6 **Subsidence** or ground **Heave** of the site the **Buildings** stand on, or **Landslip**.

## WHAT IS NOT INSURED

- 5 Damage to radio and television aerials.  
Damage to gates, hedges, fences or swimming pool covers.  
Damage caused by **Subsidence**, ground **Heave** or **Landslip** (such damage is covered under peril 6).  
Loss or Damage caused by rising ground water levels (the level below which the ground is completely saturated with water).
- 6 Loss or damage caused by compaction of infill or **Settlement**, shrinkage or expansion of the building.  
Damage caused to the **Buildings** or **Their** foundations by **Settlement**, unless the **Settlement** is caused by **Subsidence** of the site on which the **Buildings** stand.  
Damage caused by coastal or river erosion.  
Loss or damage caused by frost.  
Damage to solid floor slabs or damage from solid floor slabs moving, unless the foundations beneath the outside walls of the main building are damaged at the same time and by the same cause.  
Damage to walls, gates, hedges, fences, paths, drives, patios, oil and gas tanks permanently fixed, solar panels permanently fixed, swimming pools, fixed hot tubs, Jacuzzis, spas, ornamental pools, or tennis courts, unless the main building is damaged at the same time.  
Loss or damage arising from defective design, defective materials or faulty workmanship.  
Any loss or damage where compensation is provided under another contract or by law.  
Damage which started before this policy came into force.  
Loss of market value after repairs.  
Damage arising from structural alteration, repair or demolition.  
Sulphate reacting with any materials from which any part of the **Buildings** is constructed.

## WHAT IS INSURED

- 7 Escape of water from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher or water bed.
  
  
  
  
  
  
  
  
  
  
- 8 Theft or attempted theft.
  
  
  
  
  
  
  
  
  
  
- 9 Escape of oil from a fixed, domestic, oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oilfired heating system.

## WHAT IS NOT INSURED

- 7 Damage when the **Home** is **Unoccupied** or **Unfurnished**.  
Damage to the pipework or other parts of the water or heating system.  
Damage to fixed hot tubs, fixed Jacuzzis or fixed spas.  
The cost of removing and making good if peril number 17 trace and access is shown as not included in **Your Schedule**.  
Things that happen gradually.  
Damage caused by **Subsidence**, **Landslip** and **Heave**.  
Damage caused by sinks, bidets, showers and baths overflowing as a result of the taps being left on. (This exclusion does not apply if **You** have chosen additional **Accidental** Damage cover, Section 2a.)
  
- 8 By **You** or any member of **Your Family** or paying guests.  
When the **Home** is **Unoccupied** or **Unfurnished**.  
Losses not reported to the Police within seven days of discovery of the loss or damage
  
- 9 Things that happen gradually.  
Loss or damage when the **Home** is **Unoccupied** or **Unfurnished**.  
The cost of removing and replacing any part of **Your** building necessary to find and repair the source of the leak and making good.

## WHAT IS INSURED

- 10 The cost of repairing:
- **Accidental** damage to the fabric of cable, underground pipes and drains (and their inspection covers) serving the **Home** and for which **You** are responsible;
  - **Accidental** breakage of fixed glass, sanitary fixtures and solar panels in the **Home**; and
  - **Accidental** breakage of fixed stair-lifts in the **Home**.

In addition **You** are covered for the following:

- 11 Professional fees and debris clearance Necessary and expenses for rebuilding or repairing the **Buildings** as a result of damage insured under this section including the following:
- Architects, surveyors and legal fees.
  - The cost of clearing debris from the site, clearing drains and demolishing or shoring up the **Buildings**. Other costs necessary to keep to government or local authority requirements, unless **You** had received notice to meet the requirements before the damage occurred.

The most **The insurer** will pay under this section is the amount shown in the **Schedule**.

## WHAT IS NOT INSURED

- 10 The cost of replacing undamaged items. Clearing blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section. Natural failure, wear and tear of drains. Damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material. Delamination (separation of layers) of pitch fibre pipes or any other inherent defect. **Accidental** breakage of fixed glass, sanitary fixtures and solar panels when the **Home** is **Unoccupied** or **Unfurnished**. Electrical or mechanical breakdown.
- 11 The cost of preparing a claim. Any amount above the **Maximum claim limit** under this section.

## WHAT IS INSURED

### 12 Alternative accommodation and/or loss of rent

Rent **You** would have received or are responsible for paying while the **Buildings** cannot be lived in because of damage insured by this section.

**The insurer** will also pay the costs of necessary comparable alternative accommodation, for **You, Your Family** and **Your** domestic pets if the **Buildings** cannot be lived in because of damage insured by this section.

The most **The insurer** will pay in any one **Period of insurance** is the amount shown in the **Schedule**.

### 13 Exchanged contracts

If **You** have exchanged contracts to sell the **Home**, **The insurer** will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.

### 14 Emergency Services

**The insurer** will pay for loss of or damage to the **Home** caused by an emergency service getting into the **Home** as a direct result of a medical emergency involving **You** or **Your Family**.

### 15 Replacement locks and keys

**The insurer** will pay the cost of replacing keys and/or installing locks on outside doors if **Your** keys have been lost or damaged by the risks insured under this section. The most **The insurer** will pay in any **Period of insurance** is the amount shown in the **Schedule**.

## WHAT IS NOT INSURED

### 12 No additional exclusions.

### 13 No additional exclusions.

### 14 No additional exclusions.

15 The cost of replacing keys and locks to garages or **Outbuildings**.  
If **You** insure the **Buildings** and **Contents** under this policy and make a claim to replace locks and keys **You** can only receive a payment under either the **Buildings** or **Contents** section of cover. It is not possible to make a claim under **Buildings** and **Contents** for the same event.

## WHAT IS INSURED

### 16 Changing Address

If **You** move to another **Home**, **The insurer** will cover **Your** original **Home** while **You** are offering it for sale. **The insurer** will cover it for a period of up to 90 days after **You** move, subject to the payment of an additional premium. If **Your** original **Home** is **Unoccupied You** must do the following:

- Tell **Us** that the **Buildings** are **Unoccupied**.
- Turn off the heating systems and turn off and drain the water system unless the main stopcock to the **Home** is turned off.
- Arrange for the inside of the **Buildings** to be checked at least once a week, so that any loss or damage can be notified to **The insurer** upon discovery.
- Tell **Us** if the **Buildings** are not sold after 90 days, and if **We** and **The insurer** agree to continue cover, pay **Us** any extra premium **We** or **The insurer** may ask for so **The insurer** can continue to cover **Your** original **Home**.

### 17 Trace and Access

If **Your Buildings** are damaged by water escaping from tanks, pipes, underground drains, equipment or fixed heating systems in the **Home**, **The insurer** will pay the cost of removing and replacing any other part of **Your Buildings** necessary to find and repair the source of the leak and making good.

The most **The insurer** will pay is the amount shown in the **Schedule** for any one event resulting from the cost of tracking and tracing the problem and for any other associated costs for remedial works to make good any damage caused by tracking and tracing the problem.

## WHAT IS NOT INSURED

### 16 No additional exclusions.

### 17 More than the amount stated on **Your Schedule**.

Loss or damage whilst the **Home** is **Unoccupied** or **Unfurnished**;  
Loss or damage caused by **Subsidence**, **Landslip** or **Heave**.

# Buildings Insurance

## OPTIONAL EXTRA COVER

### Your Additional **Accidental** Damage – Section 2a

The cover in this section only applies when shown in **Your Schedule**

The most **The insurer** will pay is the **Maximum claim limit** under the **Buildings** section.

#### WHAT IS INSURED

The **Buildings** are covered for loss or damage caused by any of the following:

**1 Accidental** Damage to **Your Buildings**.

#### WHAT IS NOT INSURED

Please read this section together with the General Exceptions on pages 22 to 23

The **Excess** as stated in this section of **Your Schedule**

**1 The Excess** as stated in this section of **Your Schedule**.

- Any risk already covered under the main **Buildings** section, section 2.
- Any loss or damage caused by wear and tear, depreciation, **Vermin**, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and **Their Contents**.
- Damage caused to or by any part of the **Buildings** moving, settling or shrinking.
- Damage caused by demolition of or structural alteration or repairs to the **Buildings**.
- Electrical or mechanical breakdown.
- Damage caused by frost.
- Loss or damage arising from defective design, defective materials or faulty workmanship.
- Damage caused by domestic animals, birds or pets as a result of biting, chewing, scratching or fouling.
- Damage caused by the effects of chemicals.
- Damage caused by lack of maintenance.
- Damage when the **Home** is **Unoccupied** or **Unfurnished**.

# Liability Cover

## Your Liability Cover – Section 3

If only **Buildings** are insured under this policy **You** are covered only under perils 2 and 3.

If only **Contents** are insured under this policy **You** are covered only under perils 1,4, 5 and 6.

If both **Buildings** and **Contents** are insured, **You** are covered under perils 1 to 6.

**You** may only claim this benefit under one section of this document.

### Definitions

In this section injury includes death, disease and illness and damage includes financial loss.

### Who Is Insured

The cover applies to **You** and **Your Family** (or **Your** personal representatives if **You** die), for **Your** liability.

### The Most **The insurer** Will Pay

The most **The insurer** will pay under this section for any one claim, or series of claims arising from one cause is the amount shown in the **Schedule** plus any other costs and expenses **We** or **The insurer** agree in writing depending on the following limits;

- For occupier's and personal liability, the most **The insurer** will pay in any one **Period of insurance** is the amount shown in the **Schedule**.
- For property owner's liability, the most **The insurer** will pay in any one **Period of insurance** is the amount shown in the **Schedule**.
- For defective premises cover, the most **The insurer** will pay in any one **Period of insurance** is the amount shown in the **Schedule**.
- For unpaid damages, the most **The insurer** will pay for any one claim, or series of claims arising from one cause is the amount shown in the **Schedule** including any other costs and expenses **The insurer** agree to in writing.
- For liability to domestic employees, the most **The insurer** will pay for any one claim, or series of claims arising from one cause is the amount shown in the **Schedule** including any other costs and expenses **The insurer** agree to in writing.
- For tenant's liability, the most **The insurer** will pay for all claims arising in any one **Period of insurance** is the amount shown in the **Schedule**.

# Quick Guide – Your Liability Cover

This quick guide will help **You** to quickly look up the liability cover that is relevant to **You** under this insurance. The type of cover varies depending on the level of cover **You** have purchased.

Your Cover	You are covered for
<b>Buildings</b> only	Perils 2 & 3 page 51 to 52 Property owner's liability Defective premises cover
<b>Contents</b> only	Perils 1,4,5 & 6 – pages 51 to 53 Occupier's & personal liability Unpaid damages Liability for domestic employees Tenant's liability
<b>Buildings &amp; Contents</b>	Perils 1,2,3,4,5 & 6 – pages 51 to 53 Occupier's & personal liability Property owner's liability Defective premises cover Unpaid damages Liability for domestic employees Tenant's liability

## WHAT IS INSURED

### 1 Occupier's and Personal Liability

The legal liability of **You**:

- as occupier of the **Home** and it's land
- as an individual to pay damages and costs to others which arise from any single event occurring during the **Period of insurance** which results in:
  - **Accidental** death, disease, illness or **Accidental** physical injury to anyone
  - **Accidental** damage to physical property.
- **The insurer** will also pay other costs and expenses **They** agree to in writing.

### 2 Property owner's liability

The legal liability of **You**:

- as owner of **Your Buildings** and land belonging to the **Home** to pay damages and costs to others which arise from any single event during the **Period of insurance** which results in:
  - **Accidental** death, disease, illness or **Accidental** physical injury to anyone
  - **Accidental** damage to physical property.

**The insurer** will also pay other costs and expenses **They** agree to in writing.

#### Important Note

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information web site ([www.legislation.gov.uk](http://www.legislation.gov.uk)) or contact the Citizens Advice Bureau.

## WHAT IS NOT INSURED

Please read this section together with the General Exceptions on pages 22 to 23

The **Excess** as stated in this section of **Your Schedule**

### 1, 2, 3, 4, or 5

**The insurer** will not pay for any of the following claims:

- Injury to **You** or a member of **Your Family**.
- **You** or a member of **Your Family** dying.
- Injury to anyone who is employed by **You** or any member of **Your Family** under a contract of service or apprenticeship and who is injured during the course of their employment.
- Damage to property which is owned, leased, let, rented, hired, lent or entrusted to **You** or any member of **Your Family**.
- Injury or damage arising from **You** or any member of **Your Family** owning or using:
  - **Motor vehicle and craft**
  - aircraft (including model aircraft.)
  - firearms, except sporting guns used for sporting purposes;
  - owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed or any other dogs of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act, or in the Dangerous Dogs (Northern Ireland) Order 1991 or any later amendments to that act;

## WHAT IS INSURED

### 3 Defective premises cover

**The insurer** will insure **You** against **Your** legal liability to pay damages and expenses for **Accidental** bodily injury to any person or damage to property caused by faulty work on any private **Home** (within the United Kingdom, the Isle of Man or the Channel Islands) which **You** sold or moved out of before the injury or damage occurred. This defective premises insurance continues for seven years from the date when this policy ends or is cancelled. The insurance will not apply if the policy is declared invalid or **Your** liability is covered by a more recent policy.

### 4 Unpaid damages

**The insurer** will pay the unpaid amount of any award made in **Your** favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands. **The insurer** will pay the amount if:

- **You** have not received full payment within six months of the date of the award unless;
  - payment has been agreed by instalments.
- the bodily injury or damage occurred in the United Kingdom, the Isle of Man or the Channel Islands;
- **You** would have had a valid claim under items 1 or 2 of this section of the policy if the award had been made against **You**;
- there is not going to be an appeal;

After **The insurer** has made a payment, **The insurer** may enforce **Your** rights against the person who should have made the payment. (In this case **The insurer** will keep any amounts **The insurer** get back.)

## WHAT IS NOT INSURED

### 1, 2, 3, 4, or 5 (continued)

- any lift (other than a stair lift)  
**You** own or **You** are responsible for maintaining.
- watercraft, except hand or propelled craft under 5 metres in length, sailboards or surfboards.
- the use of horses for racing, steeple chasing or hunting.
- Injury or damage arising from hunting or from racing of any kind, except on foot.
- Injury or damage arising from:
  - any wilful or malicious act; or
  - **Your Business**, trade, profession or employment.
  - the transmission of any contagious disease or virus.
  - owning, possessing or using **Motor vehicles and craft**.
  - owning, possessing or using caravans.
- Injury or damage arising from **You** owning or occupying any premises or land except:
  - if **Buildings** are insured under this contract of insurance, **You** owning the **Buildings** and their land; and
  - if **Contents** are insured under this contract of insurance, **You** occupying the **Home** and its land.
- Any injury arising from an illness or disease **You** pass onto someone else.
- Any liability **You** have under a contract, unless **You** would have had that liability without the contract. Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to **You** or under **Your** charge or control.
- Any action for damages brought in a court outside the United Kingdom, the Channel Islands or Isle of Man.
- Rectifying any fault or alleged fault.

## WHAT IS INSURED

- 5 Liability for domestic employees  
**The insurer** will insure **You** against **Your** legal liability to pay damages, costs and expenses for **Accidental** bodily injury which happens to any of **Your** domestic employees during the course of their work during the **Period of insurance**.  
**The insurer** will also pay other **Costs and expenses** **They** agree to in writing.  
Cover applies in the United Kingdom, the Isle of Man or the Channel Islands or anywhere else in the world for periods up to 60 days in any one **Period of insurance**. The contract of service must have been entered into in the United Kingdom, the Isle of Man or the Channel Islands.
- 6 Tenant's liability  
**The insurer** will insure **You** against **Your** legal liability for:
- damage to the structure of the **Home**, or to the landlord's fixtures, fittings and interior decorations, caused by the risks covered under the **Contents** section (unless the **Home** is **Unoccupied** or **Unfurnished**);
  - the cost of repairing **Accidental** damage to the fabric of the cables, underground pipes and drains (and their inspection covers) which serve the **Home**;
  - **Accidental** breakage of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas;
  - **Accidental** breakage of fixed sanitary fittings and bathroom fittings.

## WHAT IS NOT INSURED

- The insurer** will not pay for any claims under
- 6 for the following:
- Loss or damage to gates hedges and fences.

# Valuable Additional Cover

Make sure you have all the cover you require from our range of valuable additional cover.

## How to Read This Section

The following sections relate to the Additional Optional Extra covers that are available with **Your** home insurance. If **You** have selected an additional cover, this will be shown in **Your Schedule**.

The covers in the following sections only apply if shown in **Your Schedule**.

## Add More Valuable Cover

- Garden Secure Cover
- Personal Legal Cover
- Home Emergency Cover

**You** can add any of these additional optional extra covers at any time, call **Us** today on:

**0800 561 0144**

## Important Notes

If **You** need to make a claim under any of the covers in the following sections, **You** need to telephone **The insurer** relevant to the type of cover **You** are claiming under.

**You** can find the name of **The insurer** on **Your Schedule** or in each section of this policy wording.

In each section **You** can also find the claims numbers **You** will need.

Please remember, words appearing in bold text have specific meanings. **You** can find these meanings in the Definitions section which appear under each additional Optional Extra cover.

# Garden Secure Cover

## ADDITIONAL OPTIONAL EXTRA COVER

### Your Garden Secure Cover – Section 4

This section only applies if it is shown in **Your Schedule**. Garden Secure is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Garden Secure cover is a contract between **You** and **The insurer**. It will assist **You** in a situation that has caused damage to **Your** garden's boundaries, trees, shrubs and plants which are situated outside but within the boundaries of the **Home**.

#### How to make a claim

As soon as **You** have a Garden Secure problem that **You** may require assistance with under this insurance, **You** should telephone the UK General Insurance claims line on 0344 893 1022 or email [specialistclaims@directgroup.co.uk](mailto:specialistclaims@directgroup.co.uk).

#### The Most The insurer Will Pay

The maximum amount **The insurer** will pay for all claims in any **Period of insurance** is the amount shown in the **Schedule**.

Please refer to **Your** policy **Schedule** for details of **Your** **Period of insurance**.

#### Definitions

Where the following words appear they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

##### Accident or Accidental

A single and sudden unexpected event resulting in physical damage.

##### Building

The **Home** shown in the **Schedule** as well as fixtures and fittings, garden walls, gates, hedges, fences, paths, drives, patios, permanent hot tubs, jacuzzis or spas, permanent swimming pools built of brick, stone or concrete, Outbuildings, and hard tennis courts.

##### Excess

The amount **You** must pay as the first part of each and every claim made as shown in **Your Schedule**.

##### Family

The person **You** are married to or domestic partner, children, foster children and any other person who permanently lives with **You** at the **Home**, other than lodgers and any other paying guests.

##### Heave

The upward or sideways movement of the site on which **Your Buildings** are situated caused by swelling of the ground.

##### Home

The property described in the **Schedule**, landlord's fixtures and fittings which **You** are responsible for and the property's **Outbuildings** at the same address **You** use only for domestic purposes. Unless **We** and **The insurer** agrees otherwise, the main building of **Your** property must be made of brick, stone or concrete and with a slate, tile or concrete roof as stated on the **Schedule**.

##### Landslip

Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

##### Period of Insurance

The length of time covered by this insurance (as shown on the schedule).

##### Vermin

Rats, mice, squirrels, birds, foxes, bees, wasps, hornets and other insects.

##### You, Your

The person or people shown in the **Schedule** as the 'Insured person'.

**The insurer** agrees to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations of set out in this section.

## WHAT IS INSURED

Walls, gates, fences, hedges, patios, lawns, trees, shrubs, plants and trellis which **You** own which are outside the **Building** but within the boundaries of the **Home**.

Loss or damage caused by:

- 1 Theft;
- 2 Fire, lightning or explosion;
- 3 Storm or flood;
- 4 Malicious damage;
- 5 **Accidental** damage caused by any person other than **You** or **Your Family**;
- 6 Wild animals;
- 7 Television aerials, dishes and masonry falling from the **Building**; and
- 8 Branches falling from trees.

## WHAT IS NOT INSURED

- The **Excess** as stated on **Your Schedule**.
- Any amount over the amount shown in the **Schedule**.
- Damage to or loss of any items covered by any other insurance.
- Malicious damage caused by **You** or **Your Family**; or by a person lawfully allowed to be in **Your Home**.
- Damage caused by domestic animals, birds or pets.
- Damage caused by frost.
- Damage caused by **Subsidence, Landslip or Heave**.
- Damage caused by smoke or bonfires.
- Damage from light or atmospheric or climatic conditions.
- Damage caused by insects, **Vermin**, rot, mildew, fungus or poisoning.
- Indirect loss of any kind (that is any loss which happens as a result of, or as a side effect of, the main thing for which **You** are insured).
- Loss or damage caused in connection with **Your** trade, **Business** or profession.
- Property being confiscated or destroyed by any government, public or local authority.
- Liability of any kind.
- Damage to or loss of any items not maintained in a good state of repair.
- Damage to or loss of any items due to faulty workmanship or design.

Garden Secure is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

# Personal Legal Cover

## ADDITIONAL OPTIONAL EXTRA COVER

### Your Personal Legal Cover (including **Identity theft**) – Section 5

This only applies if it is shown in **Your Schedule**. For this section the contract of insurance is between **You** and Arc Legal Assistance Limited.

To make sure **You** get the most from **Your** cover, please take time to read this document, which explains the contract between **You** and Arc Legal Assistance Limited. If **You** have any questions or would like more information, please contact Insure4Retirement on 0800 561 0144.

#### How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance, **You** should telephone the Arc Legal Assistance claims line on 0344 770 1093.

**You** may be required to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre).

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the claims line may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim.

#### Definitions

Where the following words appear they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

#### Adviser

**Our** specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to our agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

#### Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

#### Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

#### Conflict of Interest

There is a **Conflict of Interest** if **We** administer and/or arrange legal expenses insurance of behalf of any other party in dispute which is the sum of a claim under this insurance.

#### Costs

**Standard Advisers' Costs** and **Adverse Costs**.

#### HM Revenue and Customs Full Enquiry

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

#### Identity Theft

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

#### Insured Incident

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

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

In a claim arising from an **HM Revenue and Customs Full Enquiry**, the **Insured Incident** shall be deemed to be the date HM Revenue and Customs issue a formal notice to you notifying of a full enquiry into **Your** non-business affairs.

### Insured Period

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

### Insurer

AmTrust Europe Limited.

### Legal Action(s)

The pursuit or defence of civil legal cases for damages and/or injunctions and specific performance.

### Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

### Maximum Amount Payable

The maximum payable in respect of an **Insured Incident** is £50,000.

### Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

### Territorial Limits

Sections 1 – 4: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

All other Sections: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### We / Us / Our

Arc Legal Assistance Limited.

### You / Your / Yourself

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

### What The insurer will pay

The insurer will pay an **Appointed Representative**, on behalf of the **Insured Person**, **Costs and Expenses** incurred following an insured **Incident**, provided that:

The **Insured Incident** takes place in the **Insured Period** and within the territorial limits and

The **Legal Action** takes place within the **Territorial Limits**.

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

### What The insurer will not pay

a In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** will be responsible for any costs that fall outside the **Standard Terms of Appointment** and these will not be paid by **Us**.

## WHAT IS INSURED

- 1 Personal injury  
**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.
  
- 2 Clinical negligence  
**Costs** to pursue a **Legal Action** for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.
  
- 3 Contract disputes  
**Costs** to pursue a **Legal Action** following a dispute arising from an agreement or alleged agreement that **You** have entered into in a personal capacity for buying or renting goods or services, or selling goods. The agreement or alleged agreement must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

## WHAT IS NOT INSURED

- 1 A claim:
  - a) Arising from medical or clinical treatment, advice, assistance or care
  - b) For stress, psychological or emotional injury
  - c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
  - d) Involving a vehicle owned or driven by **You**.
  
- 2 Claims for stress, psychological or emotional injury.
  
- 3
  - a) Arising from a dispute with any government, public or local authority
  - b) Arising from the purchase or sale of **Your** main home
  - c) Relating to a lease tenancy or licence to use property or land
  - d) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
  - e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
  - f) Directly or indirectly arising from planning law
  - g) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use where the contract value exceeds £5,000 including VAT.

## WHAT IS INSURED

- 4 Employment disputes  
**Standard Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) or the ACAS arbitration scheme against an employer or ex-employer for breach of your contract of employment.
  
- 5 Property protection  
**Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.
  
- 6 Property Damage  
**Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.
  
- 7 Tax  
**Standard Advisers' Costs** incurred by an Accountant if you are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.  
This cover applies only if **You** have:-
  - a) Maintained proper, complete, truthful and up to date records
  - b) Made all returns at the due time without having to pay any penalty
  - c) Provided all information that the HM Revenue and Customs reasonably requires

## WHAT IS NOT INSURED

- 4 Any claim relating solely to personal injury.
  
- 5 Claims:
  - a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
  - b) For adverse possession
  - c) In respect of a contract **You** have entered into
  - d) Directly or indirectly arising from planning law
  
- 6 a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority  
b) In respect of a contract **You** have entered into  
c) Directly or indirectly arising from planning law
  
- 7 a) Where:
  - i) Deliberate misstatements or omissions have been made, to the authorities
  - ii) Income has been under-declared because of false representations or statements by **You**
  - iii) **You** are subject to an allegation of fraud  
b) For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs  
For enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

## WHAT IS INSURED

- 8 Criminal Prosecution Defence  
**Costs** in a **Legal Action** to defend **You** legal rights after any event which results in criminal proceedings being brought against **You**. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome
- 9 Vehicle Cloning  
**Costs** to defend a **Legal Action** arising from use of the identity of a vehicle owned by **You** by another person or organisation without **Your** permission.
- 10 Personal Identity Theft
- To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from Cover is only available if **You** deny having entered in to the contract and allege that you have been the victim of **Identity Theft**
  - To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Theft**
  - In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Theft**

## WHAT IS NOT INSURED

- 8
- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non-prescribed drugs;
  - For Costs and expenses where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy;
  - For parking offences for which **You** do not get points on **Your** licence;
  - Following an allegation of intentional violence or dishonesty
- 10 Any claim:
- Where **You** have not been the victim of **Identity Theft**
  - Where **You** did not take action to prevent **Yourself** from further instances of **Identity Theft** following an insured incident
  - Where the **Identity Theft** has been carried out by somebody living with **You**
  - For **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
- You** must agree to be added to the CIFAS Protection Register if **We** recommend it.

## GENERAL EXCLUSIONS

1. There is no cover where:
  - a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
  - b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
  - c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
2. There is no cover for:
  - a) Claims over loss or damage where that loss or damage is insured under any other insurance
  - b) Claims made by or against **Your** insurance advisor, the insurer, the **Adviser** or **Us** not otherwise dealt with under condition 5
  - c) Any claim **You** make which is false or fraudulent or exaggerated
  - d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
  - e) Costs if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims
  - f) Fines, penalties, compensation or damages which **You** are ordered to pay by a court or other authority
3. There is no cover for any claim directly or indirectly arising from:
  - a) A dispute between **You** and someone **You** live with or have lived with
  - b) Your business trade or profession other than as an employee
  - c) An application for a judicial review
  - d) Defending or pursuing new areas of law or test cases
4. Contracts (Rights of Third Parties) Act 1999  
A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## GENERAL CONDITIONS

### 1. Claims

**You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of you becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Theft**, these must be reported within 45 days of you becoming aware of the incident.

**We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.

**You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The adviser must represent **You** in accordance with **Our** standard conditions of appointment available on request.

The adviser will:-

- i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.

- ii.) Keep **Us** fully advised of all developments and provide such information as we may require.
- iii.) Keep **Us** advised of advisers' costs incurred.
- iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
- v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
- vi.) Attempt recovery of costs from third parties.

In the event of a dispute arising as to advisers' costs **We** may require **You** to change adviser.

**The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

**You** shall supply all information requested by **The Adviser** and **Us**.

**You** are responsible for all **Legal Costs** and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.

**You** must instruct the adviser to provide **Us** with all information that **We** ask for and report to **us** as we direct at their own cost.

## 2. Prospects of Success

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

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

## 3. Other Insurances

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

## 4. Cancellation

**You** may cancel this insurance at any time by contacting Insure4Retirement. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

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

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

- Where we have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

## 5. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 6. English Law and Language

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

## CUSTOMER SERVICES INFORMATION

### How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

### Helpline Services

To access any of the following helplines or to report a claim, please telephone 0344 770 1093 and follow the instructions given.

For **Our** joint protection (apart from on the counselling helpline) telephone calls may be recorded and/or monitored.

### Legal & Tax Helpline

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

### Domestic Helpline

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

The helpline will source and deploy an approved tradesman to **Your** home. **You** will be responsible for the tradesman's charges. Where appropriate **We** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem yourself.

### Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help you with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

**You** can access the Online Support Service by visiting [www.arclegal.co.uk/carefirst](http://www.arclegal.co.uk/carefirst) where **You** will be required to enter the following username and password.

Username: ifr001

Password: wellbeing

### Health and medical information service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support. This helpline is open 24 hours a day, seven days a week. Veterinary assistance if **Your** pet is ill or injured, **We** will assist by giving **You** information on the organisations that hold details of vets in the local area. **We** will give you guidance to help **You** make an informed

decision but cannot recommend any particular individual or organisation. Childcare assistance: **You** need help in finding a child minder, nanny or children's nurse. **We** will assist by giving **You** information on the organisations that hold details of accredited specialists in these areas. **We** will give **You** guidance to help **You** make an informed decision but cannot recommend any particular individual or organisation.

### Home assistance

If **You** need help in finding cleaning staff, au pairs and housekeepers we will assist by giving **You** information on organisations that hold details of specialists in these areas. **We** will give **You** guidance to help **You** make an informed decision but cannot recommend any particular individual or organisation.

### Customer Service

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that we have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **Your** cannot settle your complaint with us or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Telephone: 01206 615000

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

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 08000 234 567

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

### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or **The Insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

### Authorisation

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

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

# Home Emergency Cover

## ADDITIONAL OPTIONAL EXTRA COVER

### Your Home emergency Cover – Section 6

This section only applies if it is shown in **Your Schedule**. For this section, this contract of insurance is between You and Axa Assistance.

This section is optional and only applies if it is shown on **Your** Home Insurance Schedule.

#### Your cover

This policy provides assistance in the event of certain **Home** emergencies, which impact the safety and security of **Your home**, potentially rendering it uninhabitable. **We** will organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an **Emergency** repair in order to contain the **Emergency**. This policy is suitable for someone who wishes to cover an **Emergency** caused by specified events when they do not already have relevant insurance cover. It is not designed to replace **Your** Buildings and Contents insurance and will not provide assistance for normal day to day **Home** maintenance. Each section of cover explains what is and what is not covered, which will limit the type and value of **Emergency Repairs** **You** can claim for. Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an **Emergency** has occurred that it is not covered under the policy. There are also general exclusions that apply to all sections of the cover, and general conditions that **You** must follow for the policy to cover **Your** claim.

Please call **Us** as soon as **You** are aware of the emergency.

#### Who provides Your cover

This policy is provided by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and

subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA Financial Services Register number is 202664. **You** can check this on the FCA's Register by visiting the website [www.fca.org.uk/registeror](http://www.fca.org.uk/registeror) by contacting the Financial Conduct Authority on 0800 111 6768. AXA Assistance (UK) Limited provides the services described in this policy. **Your** policy is subject to English Law and **You** and **We** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between **Us**.

#### How to make a claim

If **You** think **You** have a gas leak, **You** should immediately call the National Gas Emergency Service on 0800 111 999.

Are **You** having one of the following emergencies?

- Boiler & heating system
- Plumbing and drainage
- Failure of internal electrics
- Pests
- Gas supply pipe
- Windows
- Locks

To obtain **Emergency** assistance please contact the 24 Hour **Emergency** Helpline on 0800 479 0066.

**You** will be asked to provide **Your** name and postcode, **Your Home Insurance** policy number (which can be found on **Your** schedule) and details of **Your** emergency.

Act quickly in the event of an emergency and call the assistance helpline on 0800 479 0066. The telephone line is available 24 hours a day. Before requesting assistance, please check that the circumstances are covered under this section.

We will then:

- Advise **You** how to protect yourself and **Your Home** immediately
- Validate **Your** policy and arrange for one of **Our Authorised Contractors** to get in touch with **You** to make an appointment or, where it has been agreed, to settle **Your** claim on a **Reimbursement Basis**
- **We**, along with **Our Authorised Contractors**, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey
- In the event of **Your Home** becoming uninhabitable and remaining so because of a covered event, upon agreement with **Us**, **We** will reimburse **Costs** **You** have to pay for alternative accommodation or contribute up to £250 inc VAT towards the cost of **Your** (including **Your** pets) accommodation including transport
- **We** would always recommend that **You** arrange for a **Permanent Repair** to be completed by a qualified tradesperson as soon as possible, once **We** have carried out an **Emergency** repair and contained the **Emergency** for **You**, as this may only provide a temporary solution to the problem

In some circumstances **We** may find it difficult to deploy an **Authorised Contractor** to attend **Your Home** or deal with **Your Emergency** within a reasonable timescale.

Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist

In these circumstances, **You** may, with **our** prior agreement, arrange for **Your** own contractor to resolve **Your Emergency** and **We** will reimburse the cost up to £1,000 inc. VAT. A fully itemised invoice or receipt from **Your** own contractor will be required to support **Your** claim. If a new boiler or heating system is installed, **You** will also need to provide the make, model, serial number and Gas Council number. **We** will only reimburse the cost of the **Emergency** repair applicable under the policy.

## What if my claim exceeds the policy limits?

Claims under this policy can only be made by **You** or any member of **Your** immediate family permanently residing at **Your home**. If the **Emergency Repair Costs** more than £1,000, **We** will discuss the below options with **You** before any work is carried out:

- **You** will have the option to contribute the difference in the **Costs**
- Subject to **Our** prior agreement, **We** will pay up to £1,000 including VAT as a contribution for repairs which **You** have arranged **Yourself**. This can only be agreed upon receipt of **Your** contractors fully itemised and paid invoice and will take into account the **Costs** already incurred by **Our Authorised Contractor**, for the initial visit. This will be in full and final settlement of **Your** claim

## Other insurance

If **You** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **We** will only pay **Our** share of the claim.

## Recovering our claims costs

If **We** think someone else is at fault for a claim that **We** pay, **We** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **We** make. Anyone making a claim under this policy must give **Us** any help and information that **We** need.

## Parts availability

Availability of parts is an important factor in providing **Emergency Repairs**. If **Our** engineer does not carry the spare parts needed on the day of **Your** appointment, **We** will do all **We** reasonably can to find and install parts from **our** approved suppliers. **We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the **Emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases **We** will not be able to avoid delays in repair; **We** will keep **You** informed throughout **Your** claim.

There may also be occasions where parts are no longer available. In these situations **We** will ensure **Your Home** is safe and if required, **We** will arrange for **You** to receive a quotation for a suitable replacement item at **Your** cost.

## Meaning of words

Where the following words appear they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

### Authorised Contractor

A tradesperson authorised by **Us** to assess **Your** claim, and carry out repairs in **Your Home** under this policy and under **Our** delegated authority.

### Covered / Insured Events

**Emergency** to essential services in **Your Home** listed in the section below headed "What is covered".

### Emergency

A sudden and unforeseen Incident in **Your Home** which immediately:

- Exposes **You** or a third party to a risk to health
- Creates a risk of loss or damage to **Your Home** and/or any of **Your** belongings;
- Makes **Your Home** uninhabitable

### Emergency Repairs

Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair**.

### Home

The property shown on **Your** schedule, its integral (builtin) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

### Insured / You / Your

**You** and any member of **Your** immediate family permanently residing at **Your Home**.

### Period of Insurance

Period of cover for which the premium has been paid.

### Permanent Repair

Work carried out to put right the fault that caused the **Emergency**, which is expected to provide a lasting repair.

### Reimbursement Basis

Subject to **Our** prior agreement and on receipt of the engineer / installer/ supplier/ **Authorised Contractor's** fully itemised invoice, **We** will pay **You** up to £1,000 inc.VAT as a contribution to a repair which **You** will arrange **Yourself**. This will be in full and final settlement of **Your** claim.

### Temporary Repair

Repairs and/or work immediately required to stop further damage being caused by the **Emergency**. **You** will need to replace this with a **Permanent Repair**.

### United Kingdom

**United Kingdom** of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that **Your** claim will be settled on a **Reimbursement Basis**.

### We / Us / Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **You** to receive the Home Emergency services described in this Policy using **Authorised Contractors**.

## WHAT IS INSURED

### 1 **Boiler and Heating System.**

Complete failure of **Your** primary heating/hot water system, resulting in no hot water and/or heating.

**We** will cover the domestic gas boiler within **Your Home**, the output of which does not exceed 60Kw/hr. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue. Claims related to other forms of primary heating, such as renewable technologies in **Your Home** or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a **Reimbursement Basis** if an **Authorised Contractor** is not available at the time in **Your** local area. If in the opinion of our **Authorised Contractor**, **We** are unable to repair **Your** boiler/hot water system, **We** will advise a replacement boiler/hot water system is required and the cost of which is not **Covered** by the terms and conditions of this policy. If **We** are unable to repair **Your** boiler/hot water system and **You** choose to not replace it, cover under this section will no longer apply. **We** will also cover **You** for:

- A loss of water pressure within a boiler due to a fault
- A water leak from the boiler/heating system

### **Temporary heating.**

If **You** have no heating and a part needs to be ordered following the engineer's first visit, or if **We** are unable to repair the boiler/heating system, **You** have the option to either purchase heaters up to a value of £50 inc VAT on a **Reimbursement Basis** or alternatively **We** can deliver 2 temporary heaters to **Your Home** (these heaters are Yours to keep).

## WHAT IS NOT INSURED

- 1
  - Commercial boiler or heating systems with an output of over 60Kw/hr
  - Any heating system which is not wholly situated within **Your Home** or is shared with neighbouring dwellings
  - Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
  - Thermostatic valves
  - Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device
  - Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame
  - Any costs for the repair of **Your** heating system which is **Covered** by a manufacturer, supplier, installer or repairer guarantee or warranty
  - Boilers which are still working, but **You** suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to **Our Authorised Contractor**
  - Any routine maintenance, cleaning and servicing of **Your** boiler or main heating system
  - Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps
  - Any fault arising due to sludge/scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if **You** reside in a hard water area; (as per the Local Water Authority)
  - Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders
  - Repair to, or replacement of, gas appliances such as cookers

## WHAT IS INSURED

### 2 Plumbing.

The emergencies listed below are **Covered** under this section. (We will pay only for the **Emergency** repair) **Emergency** repair relating to the internal hot and cold water pipes between the main internal stopcock and the internal taps. Repair of the cold water storage tank. Flushing mechanism of a toilet. A leak from:

- **Your** toilet
- Pipes leading to and from the shower or bath
- Internal section of the overflow pipe
- Central heating water pipes

### 3 Drainage.

An **Emergency** relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak. The below is a list of emergencies that **You** would be **Covered** for:

- Blocked sinks, blocked or leaking waste pipes, along with rainwater drains
- Blocked bath, toilets or external drainage. **You** will still be **Covered** if **You** do have another working toilet or bathing facility

## WHAT IS NOT INSURED

- Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions
  - Repair or replacement of the flue due to wear and tear
  - Any adaptations made to the property which do not comply with the regulations applicable at the time
- ### 2
- Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain
  - Any damage caused by the **Emergency**
  - Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins
  - Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines
  - Septic tanks, swimming pools and hot tubs;
  - Repair to, or replacement of, all pipework outside the **Home**
  - Dealing with temporarily frozen pipes
  - Cost of trace and access to locate the source of the **Emergency**
- ### 3
- Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the **Home**)
  - Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying) cesspits, treatment plants and their outflow pipes, guttering and downpipes
  - Regularly cleaning **Your** drains and any descaling of **Your** drains
  - Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain

## WHAT IS INSURED

- Blocked or leaking soil vent pipes, provided **You** are solely responsible for this.

### 4 Internal Electrics.

Failure of **Your** electrics rendering **Your Home** uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.

### 5 Windows and Locks.

**Emergency** assistance to secure **Your** property where the security of **Your Home** is at risk.

- Broken or cracked windows. **We** will undertake an emergency repair using boarding or similar material
- Gaining access to, or securing **Your Home** through an external door or window where **You** have no alternative due to:
  - The failure of the external locking mechanism to the door
  - Damage to locks on external doors or windows caused by vandalism, theft or attempted theft

## WHAT IS NOT INSURED

- Repairing or unblocking drains which are used for commercial purposes
- Making access to drain systems points of entry (such as manhole covers) if these have been built over
- Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil
- Cost of trace and access to locate the source of the **Emergency**

- 4
- Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **Home**
  - Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs

- 5
- Fences, outbuildings and detached garages: damage to windows, doors or locks
  - Double glazing where one pane is broken but the other is intact and the **Home** is therefore secure

## WHAT IS INSURED

### 6 Pests.

Removal of rats, mice, wasps and hornets, where evidence of infestation in **Your Home** has been found.

### 7 Internal Gas Pipe.

A leak from the internal gas supply pipe in **Your Home** between the meter and a gas appliance.

**We** will repair and replace the section of pipe, following the isolation of the gas supply by the National Gas **Emergency** Service.

If **You** think **You** have a gas leak, **You** should immediately call the National Gas Emergency Service on 0800 111 999.

## WHAT IS NOT INSURED

- 6 • Pests found outside **Your Home**, such as in detached garages and outbuildings
  
- 7 • Restoration of gas supply is not included. Please contact **Your** Utility Company who will be able to arrange this for **You**
  - Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipework, such as under a concrete floor, without adequate protection
  - Cost of trace and access to locate the source of the **Emergency**

## GENERAL EXCLUSIONS

**We** will not cover the following:

- 1) A repair if **You** are aggressive towards **Our Authorised Contractors** or staff or impede or prevent access to **Your Home** at reasonable times to complete the repair.
- 2) Loss or damage arising from emergencies which were known to **You** before the start date of this policy.
- 3) Any loss where **You** did not contact **Us** to arrange repairs.
- 4) Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company.
- 5) Any **Emergency** in a **Home** that has been unoccupied for more than 60 consecutive days.
- 6) Any defect, damage or breakdown caused by modification, negligence or misuse.
- 7) Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- 8) Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to **Your Home** or the use of defective products.
- 9) Any repair costs which are **Covered** by a manufacturer, supplier, installer or repairer guarantee or warranty.
- 10) Normal day to day maintenance at **Your Home** that **You** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**.
- 11) If **You** have been advised of remedial work, which **You** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **Your** local water authority, utility company or boiler manufacturer.
- 12) No costs for repairs, parts or services are payable under this insurance unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims helpline, and **We** have approved a contractor in advance.
- 13) Cost of trace and access to locate the source of the **Emergency**.
- 14) Any boiler inspections or any other **Emergency Repairs** where asbestos may be disturbed.
- 15) The removal of asbestos.
- 16) When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition.
- 17) Where Health and Safety regulations or a risk assessment that has been carried out, prevent **Our** authorised contractors being able to attend to the **Emergency** or carry out work in **Your Home**.





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