

**magenta**  
holidayhome



YOUR POLICY WORDING



**magenta**  
insurance

Welcome to **your “magenta:holidayhome”** policy.

Thank **you** for choosing magenta insurance for **your** holiday home insurance.

## CUSTOMER SERVICE

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep this document in a safe place.

Please read the whole of this document and the policy **schedule** carefully. It is important that:

- **You** understand which sections **you** have requested and want to be included.
- **You** understand what is covered and what is not covered.
- **You** understand **your** duties in the insurance contract.

This insurance has been arranged for **you** by magenta insurance. For any queries or alterations to **your** cover, then please call **your** insurance intermediary, or alternatively call magenta insurance on: 03300 555 210.

(Opening hours: Monday to Friday 9am to 5pm). Details of how to make a claim are shown on page 11 of this booklet.

This insurance relates only to those sections of the policy which are shown in the **schedule**.

## IMPORTANT INFORMATION

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. However, if **you** have a complaint relating to **“magenta:holidayhome”**, please refer to the complaints procedure shown on the **schedule**.

Please quote **your** policy number and/or claims reference number in all correspondence to enable the matter to be dealt with speedily.

### Notice

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance, (including the terms) via the Claims and Underwriting Exchange (CUE) register, operated by Insurance Database Services Limited. In dealing with **your** application, this register may be searched. In the event of a claim, the information **you** have supplied, together with other information relating to the claim, may be put on the register and made available to other participants.

### Continuous renewal

**Your “magenta:holidayhome”** policy is valid for a 12 month period from the inception date (as shown in the **schedule**). Annually, **your** renewal will be invited in writing prior to the expiry of the policy period. **You** will be advised of **your** renewal premium and the alternative payment methods available to **you**. However, where the payment is already being made by Direct Debit, cover will continue at the terms invited, unless prior to the renewal date **you** inform **us** otherwise or **your** Direct Debit mandate is cancelled. **Your** premium will be collected by Direct Debit for the new policy period.

### Data protection

It is understood by **you** that any information provided to the underwriters regarding **you** will be processed by the underwriters in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

# INDEX

	Page
Customer Service	1
Important Information	1
Contract of Insurance	3
Definitions	4
General Conditions	6
General Exclusions	9
Claim Conditions	Making a claim 11
Section 1	Buildings 14
	Extra benefits included with buildings 16
Section 2	Contents 18
	Extra benefits included with contents 20
Section 3	Personal possessions 22
Section 4	Pedal cycles 22
Section 5	Loss of income 23
Section 6	Liability 25
Legal expenses insurance	27
Emergency assistance	33

# THE CONTRACT OF INSURANCE

Cover under “**magenta:holidayhome**” has been tailored to the specific **buildings** and/or **contents** requirements that **you** have declared during the quotation process and within **your** supporting application. This insurance relates only to those sections of the policy which are shown in the **schedule** as being included.

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

The policy wording, the **schedule**, and any endorsements form a legally binding contract of insurance between **you** and **us**.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. Any enquiry should be initially directed to magenta insurance.

## Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

**You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition on page 7.

**We** or **your** insurance intermediary will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

This policy is underwritten by the insurers shown in the **schedule**, and details of how to make a claim are shown in the **schedule**.

This insurance will be accepted under an agreement from the insurer(s), where underwriting authority has been granted to inet3. Magenta insurance is a trading name of inet3 Limited, who are authorised and regulated by the Financial Conduct Authority (FCA). Different arrangements apply for sections 7 and 8 which are explained in those sections. **Our** firm reference number is 303982. **You** can check this on the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling 0800 111 6768 or 0300 500 8082.

**We** hope **you** are happy with the level of cover provided. However **you** may cancel this insurance without giving any reason, by sending **us** written notice within 14 days of the policy starting, or within 14 days of **you** receiving **your** documents (whichever is later). **We** will refund **your** premium in full. This refund is subject to there being no incidents or losses occurring which give rise to a claim.

In accepting this policy **we** have at all times taken into account **our** obligation to act in **your** best interest.

Signed for and on behalf of the insurers.



David Reid  
Chief Executive  
inet3 Limited T/A magenta insurance

## DEFINITIONS

Wherever a word is in bold type, it takes a specific definition from **our** policy definitions. These meanings are detailed below. Please ensure **you** have read and fully understand the following definitions.

### Accidental Damage

Damage caused as a direct result of a single unexpected event.

### Bodily Injury

Physical damage to a person's body, including death or disease.

### Building(s)

The **private residence** shown in the **schedule**, and its permanent fixtures and fittings including:

- Garages and outbuildings.
- Hard tennis courts, terraces, patios, paths, drives, walls, fences and gates.
- Permanently installed swimming pools, hot tubs, Jacuzzis and spas.
- Permanently connected drains, pipes and cables.
- Permanently connected service tanks and central heating oil tanks.
- Permanently connected wind turbines, solar panels and ground source heating pumps.

All sited within the boundaries of the land belonging to the **private residence**.

### Contents

Household goods and **valuables** within the **private residence**, owned by **you**, or for which **you** are legally responsible, but excluding:

- Vehicles and other means of transport that are mechanically propelled or assisted, whether licenced for road use or not, or their accessories.
- Any living creature.
- Any part of the **buildings**.
- Landlord's fixtures and fittings.
- Property held or used for business purposes.
- Property insured under any other policy.
- Pedal cycles valued over £500 (unless otherwise stated in the **schedule**).
- Any amount over £5,000 for **valuables** (unless otherwise stated in the **schedule**).
- **Personal possessions** and **personal money**.

### Covered Equipment

Equipment owned by **you** or for which **you** are responsible built to operate under vacuum or pressure (other than weight of **contents**) or used for the generation, transmission or utilisation of energy including but not limited to:

- Sanitation and waste disposal plant and equipment.
- Heating systems and hot water heaters.
- Air circulation, ventilation, air conditioning and non-process refrigeration systems.
- Electrical panels, emergency generators and electrical distribution systems.
- Security alarm systems.
- Lifts and escalators.

### Credit Cards

**Credit cards**, debit cards, charge cards, cheque cards and cash dispenser cards all held for private or domestic purposes owned by **you** or for which **you** are legally responsible.

### Employee(s)

Any person under a contract of service or apprenticeship with **you**.

## DEFINITIONS *continued*

### Equipment Breakdown

Damage to **covered equipment** caused by:

- Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force.
- Explosion or collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by **you** or operated under **your** control.
- Damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment.
- Damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment.

### Excess

The amount stated in the **schedule** payable by **you** in the event of a claim.

### Heave

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

### Holiday Let

The **private residence** shown in the **schedule** that is let out under contract for holiday making purposes.

### Income

Rent paid to **you** for the occupancy of the **holiday let**.

### Insured Event(s)

The **insured events** listed under Section 1 **Buildings**, Section 2 **Contents**, Section 7 **Legal expenses** and Section 8 **Emergency Assistance**. Cover is provided only for the sections shown in **your schedule** as being covered.

### Landslip

Downward movement of sloping ground.

### Period of Insurance

The duration of this policy as shown in the **schedule** or until cancelled.

### Personal Possessions

Personal property, **personal money**, clothing and **valuables** worn or carried with **you** up to £1,500 for any one claim (unless stated otherwise in the **schedule**), excluding:

- property held or used for business purposes,
- vehicles and other means of transport that are mechanically propelled or assisted, whether licenced for road use or not, or their accessories,
- sporting goods and pedal cycles.

### Personal Money

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, luncheon vouchers, travellers cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes owned by **you** or for which **you** are legally responsible. This definition does not include **credit cards**.

### Private Residence

The private dwelling, garages and domestic outbuildings at the address stated on the policy **schedule**, for which **you** are legally responsible.

### Schedule

The **schedule** is a part of this insurance, and contains details of **you**, **your** insurer, the **private residence**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

### Settlement

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



## DEFINITIONS *continued*

### Subsidence

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

### Unoccupied

Where the **private residence** has not been lived in for more than 60 consecutive days by **you**, or someone who has **your** permission to live there.

### Valuables

Jewellery and other items of gold, silver or precious metals, watches, stamp, coin or medal collections, antiques (other than furniture), pictures, works of art and furs that belong to **you** or for which **you** are legally responsible.

### We / Us / Our

The insurer stated in the **schedule**. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

### You / Your

The person or people named on the **schedule**, or the business named on the **schedule**.

## GENERAL CONDITIONS *(applicable to sections 1-6 of the insurance policy unless otherwise stated)*

As part of this contract **you** must comply with the following conditions. If **you** do not comply with these conditions a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

### 1. Your duties

- a. **You** must keep the **private residence** in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, **bodily injury** or legal proceedings. If legal proceedings are underway, **you** must tell **us** without delay and take all reasonable steps to reduce the costs of these proceedings.
- b. The inside of the **buildings** must be inspected by **you** or an authorised person at least every 30 days.
- c. If the **private residence** becomes **unoccupied**, **you** must ensure that:
  - Between 1st November and 31st March (both days inclusive), the water supply to the **private residence** is switched off at the mains and the water and central heating systems must be drained of all water, or;
  - Where the **private residence** benefits from a central heating system, it is kept running continuously to maintain a minimum temperature of 15°C throughout the **buildings**. Where fitted, it is a requirement that the loft hatch door is left open;
  - The inside of the **buildings** must be inspected by **you** or an authorised person at least every 7 days, and **you** must be able to provide **us** with evidence of this if **we** require it;
  - All protections provided for the safety of the **private residence** must be maintained in good order throughout the **period of insurance** and be in use at all times when the **private residence** is left unattended. Such protection must not be withdrawn or varied without **our** consent.

Whilst the **private residence** is **unoccupied**:

- There is no cover provided under 11. **Accidental Damage**.

Whilst the **private residence** is **unoccupied** there is no cover provided under Section 2 **Contents** for:

- 5. Theft or attempted theft.
- 7. Malicious acts or vandalism.

Whilst the **private residence** is **unoccupied** there is no cover provided under Section 8 **Emergency assistance**.

If **you** fail to comply with these duties, **your** cover, (as shown in **your schedule**), will be restricted as follows:

- All cover under cover Section 2 - **Contents**, Section 3 - **Personal Possessions**, Section 4 - Specified Pedal Cycles and Section 5 - **Loss of Income** is deleted.
- Under Section 1 **Buildings**, cover is restricted to the following **insured events** only:
  1. Fire and smoke, earthquake, explosion, lightning, aircraft and other flying objects or anything dropped from them.
  2. Storm or flood.
  4. **Subsidence** or **heave** of the site on which **your buildings** stand, or **landslip**.
  6. Riot.
  8. Being hit by any vehicle, train or animal.
  9. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
  10. Falling trees or branches, telegraph poles or lamp posts.

## GENERAL CONDITIONS (applicable to sections 1-6 of the insurance policy unless otherwise stated) *continued*

### 2. Telling us about a change

You must tell magenta insurance, 3 Whiting Street, Bury St. Edmunds, Suffolk, IP33 1NX, email: [support@magentainsurance.co.uk](mailto:support@magentainsurance.co.uk), tel: 03300 555 210 as soon as possible about any of the following changes:

If you:

- a. Plan to carry out building works at the **private residence**;
- b. Change how the **private residence** is used;
- c. Are convicted or have a prosecution pending for any offence (other than motoring);
- d. Change **your** postal address;
- e. Are unable to inspect the **private residence** in accordance with the requirements under General Conditions 1, **Your** duties.
- f. If there are any changes in the information **you** have provided to **us** which is recorded in the statement of insurance or **schedule** that **we** have provided **you** with.

**We** will tell **you** if such change affects **your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

The following conditions apply to all sections of this policy.

### 3. Fraud

3.1 If **you** make a fraudulent claim under this insurance contract, **we**:

- a. Are not liable to pay the claim; and
- b. May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c. May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

3.2 If **we** exercise **our** right under clause (3.1)(c) above:

- a. **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b. **We** need not return any of the premiums paid.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

### 4. Cancellation

#### Your right to change your mind - 14 day cooling off period

**You** may cancel this insurance without giving reason, by contacting magenta insurance, 3 Whiting Street, Bury St. Edmunds, Suffolk, IP33 1NX, email: [support@magentainsurance.co.uk](mailto:support@magentainsurance.co.uk), tel: 03300 555 210 within 14 days of the policy starting, or within 14 days of **you** receiving **your** documents (whichever is later). **We** will refund **your** premium in full. This refund is subject to there being no incidents or losses occurring which give rise to a claim.

#### Cancellation after the 14 day cooling off period

**You** may cancel this insurance after the 14 day cooling off period by giving notice to magenta insurance (contact details as above). **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim within the **period of insurance**). For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due. If a claim has been made during the current **period of insurance** then **you** must pay **us** the balance of the full annual premium for that **period of insurance**. Please note that premium instalments should be maintained during any period of claim. **You** will also be required to pay an administration fee, please refer to **your** Insurance Product Information Document or **your** policy **schedule** for details.

**We** can cancel this insurance by giving **you** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the address shown in the **schedule** and will set out the reason for cancellation in this letter. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim within the **period of insurance**). For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

Valid reasons may include but are not limited to:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment by a specific date. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;



## GENERAL CONDITIONS (applicable to sections 1-6 of the insurance policy unless otherwise stated) *continued*

- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period;
- Where **we** reasonably suspect fraud, or where proven;
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

### 5. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

### 6. Compliance with terms

**Our** liability to make payment under the policy will be conditional upon the compliance with the terms and conditions of this policy.

### 7. Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

### 8. Data Protection

**We** are registered under the Data Protection Act 1998, ensuring all personal data is held and processed in accordance with the Act. **Your** personal data will be used for the purpose of quoting and providing the insurance contract **you** require. **We** may need to disclose this data to insurers and third party service providers for the purpose of fulfilling **our** contractual obligations.

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

**Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else insured or proposed to be insured under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

#### Sensitive information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

## GENERAL EXCLUSIONS (applicable to all sections unless otherwise stated)

This insurance is designed to protect **your private residence** against unforeseen damage. This insurance does not cover the cost of wear and tear, general maintenance, breakdown or repair.

This policy does not cover loss or damage to any property, or any injury or legal liability caused by or in any way connected with:

### 1. Radioactive contamination

Radioactive contamination from:

- ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### 2. War

War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

### 3. Loss of Value

Loss of value after **we** have made a claim payment.

### 4. Sonic bangs

Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

### 5. Pollution and contamination

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

**We** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

### 6. Electronic data

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

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.

### 7. Wear and tear

Wear and tear, corrosion, gradually operating cause, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, faulty workmanship, any cause that happens gradually, or mechanical or electrical breakdown other than a claim for vermin infestation under Section 8 **Emergency assistance**.

### 8. Indirect loss

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

## GENERAL EXCLUSIONS (applicable to sections 1-6 of the insurance policy) *continued*

### 9. Biological and Chemical Contamination Exclusion

Biological or chemical contamination due to or arising from:

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

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

- i. The causing, occasioning or threatening of harm of any nature and by any means;
- ii. Putting the public or any section of the public in fear;

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

### 10. Existing and Deliberate Loss/Damage

Loss or damage:

- a. occurring outside of the **period of insurance**;
- b. caused deliberately by **you**;

### 11. Confiscation

Confiscation, detention, requisition, or destruction by order of the Government or any public authority.

### 12. Loss by deception

Deception, unless it is to gain entry to the **private residence** by deception.

### 13. Sanction Limitation and Exclusion Clause

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union or United States of America.

## CLAIM CONDITIONS

**You** must comply with the following conditions. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

In the event of a claim or possible claim under this policy:

- **You** must provide notice as soon as reasonably possible, giving full details of what has happened. Please refer to the policy **schedule** for full details on how to contact a claims handler.
- To help prove **your** claim **we** 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.
- **You** must provide **us** with details of what has happened and provide any other information **we** may reasonably require. **We** will only request information in relation to **your** claim.
- **You** must pay for any estimates that **we** may require. To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.
- If a claim for liability is made against **you**, **you** must forward to **us** without delay any letter, claim, writ, summons, or other legal document **you** receive, unanswered.
- **You** must not admit liability, or offer to agree to settle any claim without **our** written permission.
- **You** must inform the police as soon as reasonably possible following malicious acts or vandalism, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- **You** must not dispose of any damaged items or parts of the **building** without **our** permission.
- **We** will only ask for information relevant to **your** claim.
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.
- **You** must tell **us** without unnecessary delay if any lost or stolen property is later returned to **you**.

## OUR RIGHTS

### 1. Defence of claims

Before or after **we** pay **your** claim, **we** may:

- Take full responsibility for conducting, defending or settling any claim in your name.
- Take any action we consider necessary to enforce your rights or our rights under this insurance.
- Enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, you must not abandon any property.

### 2. Other insurance

If at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay for **our** share of the claim.

### 3. Disagreement over the amount of the claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to.

When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

### 4. Sum insured

The most **we** will pay for any one claim is the sum insured shown in the **schedule**.

### 5. Matching items

**We** will pay up to 50% of the cost of replacing any undamaged or unbroken items or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

## HOW TO MAKE A CLAIM

If **you** need to make a claim:

- Check your policy booklet and your schedule to see if you are covered.
- Contact the claims department on the telephone number shown on your schedule as soon as reasonably possible, quoting your policy number. They will register your claim and tell you what to do next.
- In the majority of cases there will be no need for you to complete a claim form.

For some claims, a loss adjuster may visit **you**. Their role is to assess the claim.

Please note that **you** are responsible for paying a policy **excess**. Details of this will be shown in **your schedule**.

Please refer to the policy **schedule** for full details on how to contact a claims handler.

Different arrangements apply for notifying Legal Expenses and Emergency Assistance claims. Please refer to Sections 7 and 8 respectively for details.

## SETTLING CLAIMS: SECTION 1 - BUILDINGS

### 1. How we deal with your claim

**We** will pay the cost to **us** of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage:

- the sum insured is enough to pay to rebuild **your buildings**;
- the repair or rebuilding is carried out without delay after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **your buildings** are in a good state of repair.

If the loss or damage relates to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either;

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **private residence** immediately before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines or tumble dryers, **we** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

### 2. Your sum insured

The sum insured must represent the full cost of rebuilding the **buildings**.

### 3. Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce the sum insured on **your buildings** as long as **you** take the measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the sum insured.

### 4. Index linking

**We** will increase **your** sum insured each year. This increase will be in line with changes to the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out without delay.

**We** will not make a charge for index linking during the **period of insurance**. But each time **your** insurance is renewed, **we** will calculate a new premium.

### 5. Buildings

If, at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**. If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim.

## SETTLING CLAIMS: SECTION 2 CONTENTS

### 1. How we deal with your claim

**We** will at **our** option:

- Replace as new;
- Pay the cost to **us** of replacing as new;
- Repair; or
- Pay the cost to **us** to repair;

Any items of **contents** provided that the **contents** sum insured at the time of the loss or damage is sufficient replace all the **contents** (excluding clothes, camping equipment, household linen and pedal cycles) in the **private residence** in an as new condition.

For total loss or destruction of any article, **we** will pay **you** the cost to **us** of replacing the article as new as long as the new article is as close as possible to but not an improvement on the original article when it was new and **you** have paid for or **we** have authorised the cost of replacement. If **we** can repair or replace an item but **we** agree to a cash payment **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers. This basis of **settlement** will not apply to:

- clothes;
- camping equipment;
- household linen;
- pedal cycles;

where **we** will take off an amount for wear and tear.

## SETTLING CLAIMS: SECTION 2 CONTENTS *continued*

### 2. Your sum insured

The most **we** will pay under Section 2 **Contents** is the sum insured shown on the **schedule** for **contents**, adjusted in line with index linking.

### 3. Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured on **your contents** as long as **you** take the measures **we** suggest to prevent any further loss or damage.

### 4. Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index. If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out without delay. **We** will not make a charge for index linking during the **period of insurance**, however, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

### 5. Contents

If, at the time of any loss of damage, the **contents** sum insured is not enough to replace the entire **contents of your private residence** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents of your private residence** as new, then **we** will pay up to 75% of any claim made by **you**. If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim.

### 6. Proof of ownership

In settling claims for loss or damage to any item valued £2,500 or more, **you** must provide **us** with the original purchase receipt or a written valuation, which is less than five years old, from a professional valuer. If **you** are not able to provide **us** with adequate evidence of value, this will affect how **we** deal with **your** claim.

## SETTLING CLAIMS: SECTION 3 PERSONAL POSSESSIONS

### How we deal with your claim

**We** will decide whether to arrange and pay for repair or replacement to be carried out or to pay the cost of repair or replacement.

If **we** can repair or replace an item but **we** agree to a cash payment using **our** own suppliers, **we** will not pay more than the amount it would cost **us** to repair or replace the article using **our** own suppliers.

Any replacement will be on the basis of a new article as close as possible to but not an improvement on the original article when it was new.

**We** will take off an amount for wear and tear for clothes.

### 1. Proof of ownership

In settling claims for loss or damage to any item valued £2,500 or more, **you** must provide **us** with the original purchase receipt or a written valuation, which is less than five years old, from a professional valuer. If **you** are not able to provide **us** with adequate evidence of value, this will affect how **we** deal with **your** claim.

### 2. Your sum insured

The most **we** will pay under Section 3 **Personal Possessions** is the sum insured shown on the **schedule**.

## SETTLING CLAIMS: SECTION 4 SPECIFIED PEDAL CYCLES

### How we deal with your claim

**We** will decide whether to arrange and pay for repair or replacement to be carried out or to pay the cost of repair or replacement. If **we** can repair or replace an item but **we** agree to a cash payment using **our** own suppliers, **we** will not pay more than the amount it would cost **us** to repair or replace the article using **our** own suppliers.

Any replacement will be on the basis of a new article as close as possible to but not an improvement on the original article when it was new.

### 1. Your sum insured

The most **we** will pay under Section 4 Specified **Pedal Cycles** is the sum insured shown on the **schedule**.



## SECTION 1- BUILDINGS: WHAT IS INSURED?

The **private residence** shown in the **schedule**, and its permanent fixtures and fittings including:

- Garages and outbuildings.
- Hard tennis courts, terraces, patios, paths, drives, walls, fences and gates.
- Permanently installed swimming pools, hot tubs, Jacuzzis and spas.
- Permanently connected drains, pipes and cables.
- Permanently connected service tanks and central heating oil tanks.
- Permanently connected wind turbines, solar panels and ground source heating pumps.

All sited within the boundaries of the land belonging to the **private residence**.

Your **schedule** will show if this section of cover is applicable to **you**.

What is covered	What is not covered
<b>Insured events</b>	
Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following <b>insured events</b> .	Unless otherwise stated in the <b>schedule</b> , <b>we</b> will not pay the first £100 of any claim.
1. Fire and smoke, earthquake, explosion, lightning and aircraft and other flying objects or anything dropped from them.	
2. Storm or flood.	<ul style="list-style-type: none"> <li>• Loss or damage caused by frost.</li> <li>• Loss or damage to fences, gates and hedges.</li> <li>• Loss or damage to cantilever car-ports, canopies and awnings.</li> <li>• Loss or damage to any felt roof where the felt has not been inspected by a relevant professional in the last five years and any recommended repairs carried out.</li> <li>• Loss or damage caused by rising ground water levels.</li> <li>• Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b>. (This type of damage would be considered under <b>insured event 4. Subsidence</b> or <b>heave</b> of the site on which <b>your buildings</b> stand, or <b>landslip</b>).</li> </ul>
3. Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, Jacuzzi, spa, aquarium, washing machine or dishwasher.	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties shown on page 6).</li> <li>• Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on. (This type of damage would be considered under <b>insured event 11. Accidental Damage</b>).</li> <li>• Loss or damage caused by the failure of, or lack of, grout and/or sealant.</li> <li>• Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> <li>• Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b>. (This type of damage would be considered under <b>insured event 4. Subsidence</b> or <b>heave</b> of the site on which <b>your buildings</b> stand, or <b>landslip</b>).</li> <li>• Loss or damage that happens gradually over a period of time.</li> <li>• Loss or damage: <ul style="list-style-type: none"> <li>- to fixed service tanks, and central heating oil tanks;</li> <li>- to installed swimming pools, hot tubs, Jacuzzis and spas;</li> <li>- to the installation itself; or</li> <li>- if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.</li> </ul> </li> </ul>

## SECTION 1- BUILDINGS: WHAT IS INSURED? *continued*

What is covered	What is not covered
<b>Insured events</b>	
4. <b>Subsidence</b> or <b>heave</b> of the site on which <b>your buildings</b> stand, or <b>landslip</b> .	<ul style="list-style-type: none"> <li>• The first £1,000 of each and every claim.</li> <li>• Loss or damage caused by or arising from:               <ul style="list-style-type: none"> <li>- costal or river erosion.</li> <li>- settlement.</li> <li>- faulty design, workmanship or materials.</li> <li>- construction work or repairing, demolishing or altering your buildings.</li> <li>- compaction of infill.</li> <li>- movement of solid floors, unless the foundations beneath the exterior walls of your private residence are damaged by the same cause at the same time.</li> </ul> </li> <li>• Loss or damage to permanently installed swimming pools, hot tubs, Jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the <b>private residence</b> is damaged at the same time and by the same cause.</li> <li>• Loss or damage to service tanks, central heating oil tanks and ground source heating pumps unless the <b>private residence</b> is damaged by the same cause at the same time.</li> <li>• The cost of damage that is recoverable under any guarantee.</li> <li>• Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of <b>your buildings</b>.</li> </ul>
5. Theft or attempted theft.	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties shown on page 6).</li> <li>• Loss or damage caused by <b>you</b>.</li> </ul>
6. Riot.	
7. Malicious acts or vandalism.	<ul style="list-style-type: none"> <li>• Loss or damage caused by <b>you</b>.</li> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties shown on page 6).</li> </ul>
8. Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> <li>• Loss or damage caused by domestic pets.</li> <li>• Loss or damage caused to:               <ul style="list-style-type: none"> <li>- paths or drives by the weight of any vehicle; or</li> <li>- roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</li> </ul> </li> </ul>
9. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
10. Falling trees or branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> <li>• Loss or damage:               <ul style="list-style-type: none"> <li>- to hedges, fences and gates; or</li> <li>- caused by cutting down or trimming trees or branches.</li> </ul> </li> <li>• The cost of cutting down all or part of a fallen tree or taking it away, unless the fallen tree has damaged the <b>buildings</b>.</li> </ul>

## SECTION 1- BUILDINGS: WHAT IS INSURED? *continued*

What is covered	What is not covered
<b>Insured events</b>	
11. <b>Accidental Damage.</b>	<ul style="list-style-type: none"> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b>.</li> <li>The costs of maintenance and routine decoration.</li> <li>Damage shown under the "What is covered" part of: <ul style="list-style-type: none"> <li>insured events 1 to 10; and</li> <li>extra benefits included with buildings in Section 1 <b>Buildings</b>.</li> </ul> </li> </ul> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>Electronic Failure.</li> <li><b>Settlement</b>, shrinkage or expansion of the <b>buildings</b> or the site.</li> <li>Vermin, insects or fungus.</li> <li>Wear and tear, depreciation, rot, the effect of light, atmospheric or climatic conditions or other damage that happens gradually over a period of time.</li> <li>Chewing, scratching, tearing or fouling by domestic pets.</li> <li>Faulty workmanship, defective design, or the use of defective materials.</li> <li>Any process of cleaning or restoring, or electrical or mechanical breakdown.</li> </ul>

## EXTRA BENEFITS INCLUDED WITH BUILDINGS

We will also cover the following

What is covered	What is not covered
<b>Insured events</b>	
Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following <b>insured events</b>	Unless otherwise stated in the <b>schedule</b> , <b>we</b> will not pay the first £100 of any claim.
A. Trace and access. Tracing and accessing leaks inside the <b>private residence</b> . Following loss or damage under <b>insured event 3</b> , water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, Jacuzzi, spa, aquarium, washing machine or dishwasher, <b>we</b> will pay the cost of removing and replacing any other part of <b>your buildings</b> necessary to find and repair the source of the leak and making good.	<ul style="list-style-type: none"> <li>Any amount over £5,000 for any one claim.</li> </ul>
B. Loss of metered water or oil. <b>We</b> will pay for metered water or oil charges <b>you</b> have to pay to <b>your</b> provider following water or oil accidentally leaking as a result of an <b>insured event</b> . If <b>you</b> are insured for both Section 1 <b>Buildings</b> , and Section 2 <b>Contents</b> , <b>you</b> may only claim this benefit under one section of cover.	<ul style="list-style-type: none"> <li>Any amount over £5,000 for any <b>period of insurance</b>.</li> <li>Loss resulting from a deliberate act by <b>you</b> or the utility supplier.</li> </ul>

## EXTRA BENEFITS INCLUDED WITH BUILDINGS *continued*

We will also cover the following

What is covered	What is not covered
<p><b>Insured events</b></p>	
<p>Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following <b>insured events</b></p>	<p>Unless otherwise stated in the <b>schedule</b>, <b>we</b> will not pay the first £100 of any claim.</p>
<p>C. <b>Accidental damage</b> to underground pipes or cables serving the <b>buildings</b>.  <b>We</b> will pay for <b>accidental damage</b> to any underground pipes or cables that are serving the <b>buildings</b>, and for which <b>you</b> are legally responsible.</p>	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b>. (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> <li>• Damage for which <b>you</b> are not legally responsible.</li> <li>• Damage to any part of the pipe or cable above ground level.</li> <li>• Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.</li> </ul>
<p>D. Cover during sale of the property.  <b>We</b> will extend the cover provided under Section 1 <b>Buildings</b> to benefit the person(s) purchasing the <b>private residence</b> until such time the sale is completed.</p>	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties shown on page 6).</li> <li>• Any claim for loss or damage to <b>your buildings</b> if the buyer is insured under any other insurance.</li> </ul>
<p>C. <b>Building</b> fees and the cost of removing debris.            After a claim, which is covered by an <b>insured event</b> under Section 1 <b>Buildings</b>, <b>we</b> will pay the following expenses or losses <b>we</b> have agreed to:</p> <ul style="list-style-type: none"> <li>• The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild <b>your buildings</b>.</li> <li>• The cost of removing debris and demolishing or supporting parts of <b>your buildings</b> which have been damaged, to make the site safe.</li> <li>• The extra costs of rebuilding or repairing the damage parts of <b>your buildings</b> to meet any regulations or laws set by Acts of Parliament or local authorities.</li> </ul>	<ul style="list-style-type: none"> <li>• Any amount over £25,000 for any one claim.</li> <li>• Any costs:               <ul style="list-style-type: none"> <li>- for preparing a claim;</li> <li>- which relate to undamaged parts of <b>your buildings</b>, except the foundations of the damaged parts of <b>your buildings</b>;</li> <li>- involved in meeting regulations and laws if notice was served on <b>you</b> before the loss or damage happened; or</li> <li>- for making the site stable.</li> </ul> </li> </ul>
<p>D. Damage caused by the emergency services.  <b>We</b> will pay for damage to <b>your buildings</b> caused by fire, ambulance or police services if they have to make a forced entry to the <b>private residence</b> while responding to a potential danger to the property or injury to persons.</p> <p>If <b>you</b> are insured for both Section 1 <b>Buildings</b>, and Section 2 <b>Contents</b>, <b>you</b> may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties shown on page 6).</li> <li>• Any amount over £5,000 for any one claim.</li> </ul>
<p>E. Theft or loss of keys  <b>We</b> will pay the cost of replacing external locks at the <b>private residence</b> following loss or theft of the keys to the <b>private residence</b>.</p> <p>If <b>you</b> are insured for both Section 1 <b>Buildings</b>, and Section 2 <b>Contents</b>, <b>you</b> may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> <li>• Any amount over £10,000 for any one claim.</li> </ul>

## SECTION 2- CONTENTS: WHAT IS INSURED?

Household goods and **valuables** within the **private residence**, owned by **you**, or for which **you** are legally responsible but excluding:

- Vehicles and other means of transport that are mechanically propelled or assisted, whether licenced for road use or not, or their accessories.
- Any living creature.
- Any part of the **buildings**.
- Landlord's fixtures and fittings.
- Property held or used for business purposes.
- Property insured under any other policy.
- Pedal cycles valued over £500 (unless otherwise stated in the **schedule**).
- Any amount over £5,000 for **valuables** (unless otherwise stated in the **schedule**).
- **Personal possessions** and **personal money**.

Your **schedule** will show if this section of cover is applicable to **you**.

What is covered	What is not covered
<b>Insured events</b>	
Loss or damage to <b>your contents</b> during the <b>period of insurance</b> caused by the following <b>insured events</b>	Unless otherwise stated in the <b>schedule</b> , we will not pay the first £100 of any claim.
1. Fire and smoke, earthquake, explosion, lightning and aircraft and other flying objects or anything dropped from them.	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
2. Storm or flood.	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> <li>• Loss or damage caused by rising ground water levels.</li> <li>• <b>Contents</b> in the open.</li> </ul>
3. Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, Jacuzzi, spa, aquarium, washing machine or dishwasher.	<ul style="list-style-type: none"> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> <li>• Loss or damage to free standing hot tubs, Jacuzzis and spas.</li> <li>• Loss or damage to the installation itself.</li> <li>• Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.</li> <li>• Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on. (This type of damage would be considered under <b>insured event 11. Accidental Damage</b>).</li> <li>• Loss of damage caused by the failure of, or lack of grout and/or sealant.</li> <li>• Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> <li>• Loss or damage that happens gradually over a period of time.</li> <li>• Loss or damage arising from defective design, defective materials, or faulty workmanship.</li> <li>• The cost of the water or oil.</li> </ul>
4. <b>Subsidence</b> or <b>heave</b> of the site on which <b>your buildings</b> stand, or <b>landslip</b> .	<ul style="list-style-type: none"> <li>• Loss or damage caused by or arising from: <ul style="list-style-type: none"> <li>- costal or river erosion.</li> <li>- settlement.</li> <li>- faulty design, workmanship or materials.</li> <li>- construction work or repairing, demolishing or altering your buildings.</li> <li>- compaction of infill.</li> </ul> </li> <li>• Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>

## SECTION 2- CONTENTS: WHAT IS INSURED? *continued*

What is covered	What is not covered
5. Theft or attempted theft.	<ul style="list-style-type: none"> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b>.</li> <li>Loss or damage caused by <b>you</b>.</li> </ul>
6. Riot.	<ul style="list-style-type: none"> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b>. (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
7. Malicious acts or vandalism.	<ul style="list-style-type: none"> <li>Caused by <b>you</b>.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b>.</li> </ul>
8. Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> <li>Loss or damage caused by domestic pets.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
9. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
10. Falling trees or branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> <li>Loss or damage to trees and branches.</li> <li>The cost of cutting down all or part of a fallen tree or taking it away.</li> <li>Loss or damage caused by cutting down or trimming trees or branches.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
11. <b>Accidental Damage.</b>	<ul style="list-style-type: none"> <li>Loss or damage caused whilst the <b>private residence</b> is <b>unoccupied</b>.</li> </ul> <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>Electronic failure.</li> <li>Computer virus.</li> <li>Vermin, insects or fungus.</li> <li>Wear and tear, depreciation, rot, the effect of light, atmospheric or climatic conditions or other damage that happens gradually over a period of time.</li> <li>Chewing, scratching, tearing or fouling by domestic pets.</li> <li>Faulty workmanship, defective design, or the use of defective materials.</li> <li>Dyeing, the process of cleaning or restoring, repair or dismantling, electrical or mechanical breakdown.</li> </ul> <p>Or:</p> <ul style="list-style-type: none"> <li>The costs of maintenance and routine decoration.</li> <li>The cost of remaking any film, tape or disc or the value of information contained on it.</li> <li>Damage caused during household removal.</li> <li>Damage occurring while the <b>buildings</b> are undergoing demolition, structural alterations or structural repairs.</li> <li>Damage shown under the "What is covered" part of: <ul style="list-style-type: none"> <li><b>insured events</b> 1 to 10; and</li> <li>extra benefits included with <b>contents</b> in Section 2 <b>Contents</b>.</li> </ul> </li> <li>Damage shown under the "What is covered" part of: <ul style="list-style-type: none"> <li>insured events 1 to 10; and</li> <li>extra benefits included with <b>contents</b> in Section 2 <b>Contents</b>.</li> </ul> </li> </ul>



## EXTRA BENEFITS INCLUDED WITH CONTENTS

What is covered	What is not covered
<b>Insured events</b>	
Loss or damage to <b>your contents</b> during the <b>period of insurance</b> caused by the following <b>insured events</b> .	Unless otherwise stated in the <b>schedule</b> , we will not pay the first £100 of any claim.
<p>A. Loss of metered water or oil.  <b>We</b> will pay for metered water or oil charges <b>you</b> have to pay to <b>your</b> provider following water or oil accidentally leaking as a result of an <b>insured event</b>.</p> <p>If <b>you</b> are insured for both Section 1 <b>Buildings</b>, and Section 2 <b>Contents</b>, <b>you</b> may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> <li>Any amount over £5,000 for any <b>period of insurance</b>.</li> <li>Loss resulting from a deliberate act by <b>you</b> or the utility supplier.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p>B. <b>Contents</b> in the open.  <b>We</b> will cover <b>you</b> for loss or damage to <b>contents</b> in the open but within the boundaries of the land belonging to the <b>private residence</b> caused by an <b>insured event</b> listed under Section 1 <b>Contents</b>.</p>	<ul style="list-style-type: none"> <li>Loss or damage to pedal cycles.</li> <li>Theft or attempted theft from any unattended vehicle.</li> <li>Loss or damage to <b>valuables</b>.</li> <li>Any amount over £5,000 for any one claim.</li> <li>Loss or damage due to storm or flood.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p>C. Frozen foods.  <b>We</b> will pay <b>you</b> the cost of replacing <b>your</b> food in <b>your</b> freezer if it is spoiled due to a change in temperature during the <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>Loss or damage to food if the freezer is more than 15 years old.</li> <li>Loss or damage due to the power supply authority deliberately cutting or reducing the supply to the <b>private residence</b>.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b>.</li> </ul>
<p>D. Guests and <b>employees</b> personal belongings.            Cover under Section 2 <b>Contents</b> is extended to include personal belongings of any guests or <b>employees</b> that have visited the <b>private residence</b>.</p>	<ul style="list-style-type: none"> <li>Loss or damage that would be insured under any other policy in the absence of this cover.</li> <li>Property held or used for business or trade.</li> <li>Vehicles, pedal cycles, other means of transport, caravans, trailers, aircraft, hovercraft, boats or their parts or accessories.</li> <li>Any amount over £1,000 for any one claim.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b>.</li> </ul>
<p>E. Theft or loss of keys.  <b>We</b> will pay the cost of replacing external locks at the <b>private residence</b> following loss or theft of the keys to the <b>private residence</b>.</p> <p>If <b>you</b> are insured for both Section 1 <b>Buildings</b>, and Section 2 <b>Contents</b>, <b>you</b> may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> <li>Any amount over £2,500 for any one claim.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p>F. Hired in property.            Cover under Section 2 <b>Contents</b> is extended to include any property <b>you</b> have hired with a formal agreement in place.</p>	<ul style="list-style-type: none"> <li>More than 10% of the <b>contents</b> sum insured in any one <b>period of insurance</b>.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p>G. Damage caused by the emergency services.  <b>We</b> will pay for damage to <b>your contents</b> caused by fire, ambulance or police services if they have to make a forced entry to the <b>private residence</b> while responding to a potential danger to the property or injury to person.</p> <p>If <b>you</b> are insured for both Section 1 <b>Buildings</b>, and Section 2 <b>Contents</b>, <b>you</b> may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> <li>Any amount over £5,000 for any one claim.</li> <li>Loss or damage occurring whilst the <b>private residence</b> is <b>unoccupied</b> (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>

## EXTRA BENEFITS INCLUDED WITH CONTENTS *continued*

What is covered	What is not covered
<b>Insured events</b>	
<p>H. Temporary removal of <b>contents</b>.  <b>Contents</b> are covered following loss or damage while temporarily removed from the <b>private residence</b> for up to 90 consecutive days.            Provided that it is <b>your</b> intention to return the item(s) to the <b>private residence</b>, then the <b>insured events</b> listed under this section will also cover loss or damage to <b>Contents</b>:            In any building in the United Kingdom where <b>you</b> are living or employed, or elsewhere in the United Kingdom.</p>	<ul style="list-style-type: none"> <li>• Loss or damage to pedal cycles.</li> <li>• Loss or damage to any item that has never been in the <b>private residence</b>.</li> <li>• Loss or damage to any item that has been away from the <b>private residence</b> for more than 90 consecutive days at the time of the event that caused the loss or damage.</li> <li>• Loss or damage that would be insured under any other policy in the absence of this cover.</li> <li>• Loss or damage to <b>valuables</b> or <b>personal possessions</b>.</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• Due to storm or flood.</li> <li>• Due to theft or attempted theft unless the <b>contents</b> are:               <ul style="list-style-type: none"> <li>- in a locked buildings and force or violence is used to gain entry or;</li> <li>- in transit to or from a bank or safety deposit.</li> </ul> </li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p>I. Goods in transit.            Damage to the <b>contents</b> of the <b>private residence</b> whilst in transit by any vehicle operated by <b>you</b> anywhere in the UK.</p>	<ul style="list-style-type: none"> <li>• Any amount over £5,000 for any one claim.</li> <li>• Loss resulting from a deliberate act by <b>you</b>.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p>J. <b>Contents</b> cover whilst moving premises.  <b>We</b> will cover <b>your contents</b> for loss or damage whilst <b>you</b> are moving premises if the damage is caused by a professional removal contractor moving them to another premises in the United Kingdom. <b>We</b> will also cover them while they are in temporary storage by professional removal contractors for up to 72 hours.</p>	<ul style="list-style-type: none"> <li>• Any amount over £10,000 for any one claim.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p>K. Additional costs  <b>We</b> will pay for the additional costs of alternative accommodation necessarily incurred by <b>you</b> if the <b>buildings</b> are made uninhabitable by any of the <b>insured events</b>.</p>	<ul style="list-style-type: none"> <li>• <b>We</b> will not pay more than 10% of the sum insured stated in <b>your schedule</b>.</li> </ul>

## SECTION 3 - PERSONAL POSSESSIONS: WHAT IS COVERED?

Personal property, **personal money**, clothing and **valuables** worn or carried with **you** up to £1,500 for any one claim (unless stated otherwise in the **schedule**), excluding:

- Property held or used for business purposes.
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licenced for road use or not or their accessories.
- Sporting goods and pedal cycles.

**Your schedule** will show if this section of cover is applicable to **you**.

What is covered	What is not covered
<p><b>We</b> will cover <b>your personal possessions</b> as stated below whilst <b>you</b> are occupying the <b>private residence</b> for accidental loss, damage or theft.</p> <ul style="list-style-type: none"> <li>• Specified items <b>We</b> will pay the cost of replacing or repairing loss or damage to any item specified in the <b>schedule</b>.</li> <li>• Unspecified <b>personal possessions</b> <b>We</b> will pay the cost of replacing or repairing <b>your personal possessions</b> up to the sum insured in the <b>schedule</b>.</li> </ul>	<ul style="list-style-type: none"> <li>• The first £100 of any claim.</li> <li>• More than £1,500 for any one claim (including articles forming a pair or set) unless otherwise stated in the <b>schedule</b>.</li> <li>• More than the sum insured for that item as shown in the <b>schedule</b>.</li> <li>• Theft of <b>personal money</b> unless force and violence is used to gain entry.</li> <li>• The costs of maintenance and routine decoration, damage caused by any process of cleaning or restoring, or electrical or mechanical breakdown.</li> <li>• Any loss or damage occurring outside the United Kingdom.</li> <li>• Loss or damage caused whilst the <b>private residence</b> is occupied as a <b>holiday let</b>.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>

## SECTION 4 - SPECIFIED PEDAL CYCLES: WHAT IS COVERED?

Please note this section is only applicable if shown in **your schedule**. This section will only offer cover for pedal cycles specified by **you** and noted in **your schedule**.

What is covered	What is not covered
<p><b>We</b> will cover <b>your</b> pedal cycle(s) (as shown in the <b>schedule</b>) for <b>accidental damage</b> or loss, and theft or attempted theft whilst being stored in the <b>private residence</b> or temporarily removed from the <b>private residence</b> to anywhere in the United Kingdom.</p>	<ul style="list-style-type: none"> <li>• The first £100 of any claim.</li> <li>• Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time.</li> <li>• Damage from mechanical fault or breakdown.</li> <li>• Loss or damage whilst the cycle is used for racing or pace-making, or let out on hire.</li> <li>• Loss or damage caused whilst the <b>private residence</b> is occupied as a <b>holiday let</b>.</li> <li>• Replacing the stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.</li> <li>• Loss or damage to any item covered under any other insurance.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>

## SECTION 5 - LOSS OF INCOME: WHAT IS COVERED?

Please note this section is only applicable if shown in **your schedule**. If the **private residence** is destroyed or damaged by an **insured event** and the property cannot be used as a **holiday let**, **we** will pay **you** up to the amount shown in **your schedule** for loss of **income** for the duration the property is uninhabitable. **We** will not pay more than the sum insured shown in **your policy schedule**.

What is covered	What is not covered
<p><b>1. Loss of Income following an insured event.</b></p> <p><b>We</b> will pay <b>you</b> for loss of <b>income</b> following an <b>insured event</b> for the duration the property cannot be used as a <b>holiday let</b> due to the damage that has occurred.</p> <p><b>You</b> must be able to provide <b>us</b> with evidence of the <b>income</b> that <b>you</b> would have received in the event that damage had not occurred at the <b>holiday let</b>.</p> <p><b>We</b> will pay <b>you</b> the cost of any additional expenses <b>you</b> have incurred as a result of an <b>insured event</b> for telephone calls and travel costs.</p> <p><b>We</b> will pay for any additional costs incurred by <b>you</b> for obtaining <b>your</b> records that <b>we</b> need in order to substantiate <b>your</b> claim under Section 1 <b>Buildings</b>.</p>	<ul style="list-style-type: none"> <li>• <b>We</b> will not pay for any loss of <b>income</b> unless Section 1 <b>Buildings</b> is operable under this insurance, and liability for damage has been accepted by <b>us</b>.</li> <li>• <b>We</b> will not pay for loss of <b>income</b> exceeding 12 months.</li> <li>• <b>We</b> will not pay more than the sum insured shown in <b>your schedule</b>.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p><b>2. Breakdown of Equipment.</b></p> <p><b>We</b> will pay <b>you</b> for loss of <b>income</b> resulting from <b>equipment breakdown</b> for the duration the property cannot be used as a <b>holiday let</b> due to the damage that has occurred.</p> <p><b>You</b> must be able to provide <b>us</b> with evidence of the <b>income</b> that <b>you</b> would have received in the event that damage had not occurred at the <b>holiday let</b>.</p>	<ul style="list-style-type: none"> <li>• <b>We</b> will not pay more than £30,000 in any one <b>period of insurance</b>.</li> <li>• Loss of <b>income</b> as a result of any delay in repairs due to the reconstruction or reinput of data.</li> <li>• <b>We</b> will not pay for loss of <b>income</b> exceeding 12 months.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p><b>3. Prevention of access.</b></p> <p><b>We</b> will provide cover for loss of <b>income</b> resulting from the <b>holiday let</b> being inaccessible as a result of damage to neighbouring properties.</p>	<ul style="list-style-type: none"> <li>• <b>We</b> will not pay for <b>loss of income</b> exceeding 12 months.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p><b>4. Failure of Supply.</b></p> <p><b>We</b> will provide cover for loss of <b>income</b> following the failure of electricity, gas, water or telecommunications at the <b>holiday let</b>.</p>	<ul style="list-style-type: none"> <li>• <b>We</b> will not pay for any failure of less than 8 hours.</li> <li>• <b>We</b> will not pay for any failure as a result of the supplier deliberately withholding services.</li> <li>• <b>We</b> will not pay for loss of <b>income</b> exceeding 12 months.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>
<p><b>5. Vermin, defective sanitation, and murder.</b></p> <p><b>We</b> will pay for loss of <b>income</b> for up to twelve months resulting from:</p> <ul style="list-style-type: none"> <li>• the discovery of vermin or pests at the <b>holiday let</b>.</li> <li>• any occurrence of murder or suicide at the <b>holiday let</b>.</li> <li>• any <b>Accidental Damage</b> causing defects in the drains or other sanitary arrangements at the <b>holiday let</b>.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>We</b> will not pay for costs incurred as a result of cleaning, repair, replacement, or inspection of the <b>holiday let</b>.</li> <li>• <b>We</b> will not pay for loss of <b>income</b> exceeding 12 months.</li> <li>• Where the <b>private residence</b> is <b>unoccupied</b> there is no cover provided (unless <b>you</b> have complied with <b>your</b> duties as shown on Page 6).</li> </ul>

## EXTRA BENEFITS INCLUDED WITH LOSS OF INCOME

### What is covered

#### Reinstatement of Data

**We** will pay **you** for costs **you** incur to reinstate data that has been lost due to damage to computer equipment at **your** premises which **you** require to maintain **your holiday let** business.

**We** will pay costs incurred by **you** to avoid disruption to **your** computer operations following damage to computer equipment at **your** premises which **you** require to maintain **your holiday let** business.

### What is not covered

- **We** will not pay the first £100 of any claim.
- **We** will not pay for loss or damage to software.
- **We** will not pay more than £25,000 in any one **period of insurance**.

## CLAIMS CONDITIONS APPLICABLE TO THIS SECTION

In addition to the claims conditions shown on page 11, the following conditions are also applicable:

#### Substantiating your claim

In order to make a claim under this section, **you** must provide **us** with evidence of the **income you** have lost as a result of the **insured event**.

At **your** own expense, **you** must provide **us** with such books of account and other business books, vouchers, invoices, balance sheets, and any other documents that **we** may reasonably require for the purpose of investigating or verifying **your** claim.

If **you** are unable to provide **us** with any evidence of **your income**, then **we** do not have to pay **your** claim.

# SECTION 6 - LIABILITY: WHAT IS COVERED?

## Part 1 - Public Liability.

### What is covered

**We** will pay for **your** liability at law for damages and legal costs arising out of:

- **Bodily injury** to any person.
- **Accidental damage** to property.
- Obstruction, trespass, nuisance or interference with any right of way, air, light or water.
- Wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy.

Caused by accidents happening in and around the **private residence** during the **period of insurance** and incurred by **you**:

- as owner of the **buildings**;
- in respect of any **buildings** previously owned by **you** for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any **building** owned by **you** simply because **you** sold that **building** after the work was done.

If this policy is cancelled when **you** sell the **private residence** the cover provided by the paragraph above will continue for seven years from the date that cover was cancelled, provided no other policy covers the liability.

**We** will pay up to £5,000,000 in respect of any one claim or number of claims arising out of one incident. **We** will also pay all legal costs and expenses that **you** have to pay, provided that they are incurred with **our** written consent.

### Cross liabilities cover

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one event not exceeding the limit of indemnity.

### Compensation for court attendance

If **we** request **you** or any of **your** directors, trustees or partners to attend a court or tribunal in relation to a claim accepted under this section **we** will pay the salary or wages of that person up to £500 per day.

### What is not covered

**You** are not covered for liability arising either directly or indirectly from:

- **Bodily injury to employees** (this may be covered under the employers liability section and subject to the terms, conditions and limits applicable to that section);
- Any agreement or contract unless **you** would have been legally liable anyway;
- Criminal acts or as a result of an assault, alleged assault or a deliberate or malicious act;
- Owning, occupying or letting of any land or buildings other than the **private residence**;
- Where **you** are entitled to cover from another source;
- Any trade profession or business other than the letting of the **private residence** as a **holiday let**;
- Any infectious disease or condition;
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if more specifically insured by any other policy (or would be insured if this policy did not exist) except for any amount over the limit they will pay (for which payment has been agreed) under that other insurance;
- The use of horses for racing, steeple chasing or hunting;
- Animals other than pets;
- Animals of a dangerous species and livestock as defined in the Animals Act 1971;
- The ownership, use or possession of vehicles and other means of transport that are mechanically propelled or assisted whether licenced for road use or not (other than domestic gardening implements used within the boundary of the land belonging to **your private residence**, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licenced if used on a public road);
- Paragliding or parascending;
- Aircraft (including drones), hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft);
- Any caravan or trailer while being towed;
- The use of firearms other than sporting guns for sporting purposes;
- 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;
- Pollution or contamination unless the pollution or contamination is caused by a sudden identifiable and unexpected incident which takes place at a specific time during the **period of insurance**. For the purposes of this exclusion all pollution or contamination which arises out of one incident will be considered to have occurred at the time such incident takes place.
- Loss or damage to material property belonging to **you** or under **your** charge or control;
- **Bodily injury** and loss or damage to property arising out of ownership, custody or control by **you** or on **your** behalf of a dog specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991;
- Fines or penalties.



## SECTION 6 - LIABILITY: WHAT IS COVERED? *continued*

### Part 1 - Public Liability.

What is covered	What is not covered
	<ul style="list-style-type: none"><li>• Liquidated damages (damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made);</li><li>• Any compensation awarded by a court of criminal jurisdiction;</li><li>• Exemplary or punitive damages (damages that punish the person they are awarded against, as well as compensate the person they are awarded to);</li><li>• The cost of correcting any fault or alleged fault;</li></ul> <p><b>*Dangerous Dogs Act 1991.</b> 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 by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (<a href="http://www.opsi.gov.uk">www.opsi.gov.uk</a>) or contact the Citizens Advice Bureau.</p> <p><b>*Animals Act 1971.</b> People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species For further guidance please see the Office of Public Sector Information website (<a href="http://www.opsi.gov.uk">www.opsi.gov.uk</a>) or contact the Citizens Advice Bureau.</p>

### Part 2. Liability as the employer of domestic employees.

What is covered	What is not covered
<p><b>We</b> will cover <b>your</b> legal liability as an employer to pay damages and legal costs arising out of <b>bodily injury</b> to <b>employees</b> involved in domestic duties at the <b>private residence</b> caused during the <b>period of insurance</b>.</p> <p><b>We</b> will pay up to £5,000,000 in respect of any one claim or number of claims arising out of one incident. The limit includes any claimants' costs and expenses and all other costs and expenses incurred with <b>our</b> written consent.</p> <p>The indemnity provided by this section is considered to be in accordance with the provisions of any law enacted in the United Kingdom relating to compulsory insurance of liability to <b>Employees</b> but <b>you</b> will repay to <b>us</b> all sums paid which <b>we</b> would not have had to pay but for the provisions of the law.</p> <p>If <b>you</b> die, <b>we</b> will cover <b>your</b> personal representatives against liability incurred by <b>you</b> and insured by this policy.</p> <p><b>Compensation for court attendance</b></p> <p>If <b>we</b> request <b>you</b> or any of <b>your</b> directors, trustees or partners to attend a court or tribunal in relation to a claim accepted under this section <b>we</b> will pay the salary or wages of that person up to £500 per day.</p>	<ul style="list-style-type: none"><li>• <b>We</b> will not pay any amounts <b>you</b> legally have to pay after a judgement or award from courts outside the United Kingdom or any member state of the European Union. This also applies to the enforcement of such awards in courts in the United Kingdom or within the European Union.</li></ul> <p>Liability arising:</p> <ul style="list-style-type: none"><li>• Under any agreement unless <b>you</b> would have the same liability if the agreement did not exist;</li><li>• From any work <b>your employees</b> do for <b>you</b> other than domestic duties relating to the <b>private residence</b>;</li><li>• In circumstances where any road traffic legislation requires insurance or security.</li></ul>

## SECTION 6 - LEGAL EXPENSES INSURANCE

This section is administered on **our** behalf by ARAG plc, registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

### DEFINITIONS (applicable to this section of the insurance policy)

Definitions shown on pages 4 to 6 of the policy shall apply in addition to the following definitions which have a specific meaning when used in this section and are shown in bold type.

#### Appointed Advisor

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

#### Communication Costs

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

#### Collective Conditional Fee Agreement

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

#### Conditional Fee Agreement

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

#### Legal Costs & Expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and disbursements where **you** have been ordered to pay them or pay them with **our** agreement.
3. Reasonable experts' reports, reasonably and properly incurred by the **appointed advisor**.
4. In civil claims, other side's costs, fees and disbursements where **you** have been ordered to pay them or pay them with **our** agreement.
5. Reasonable accountancy fees reasonably incurred under Insured event 4 Tax by the **appointed advisor** and agreed by **us** in advance.
6. **Your communication costs.**

#### Reasonable Prospects of Success

1. Other than as set out in 3. and 4. below, a greater than 50% chance of **you** successfully pursuing or defending the claim and, if **you** are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims **you**
  - a) plead guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - b) plead not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of **you** being successful.

#### Small Claims Court

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

## DEFINITIONS *continued*

### Territorial limit

The United Kingdom, the Isle of Man and Channel Islands.

### We/Us/Our

ARAG plc who is authorised under a binding authority agreement on behalf of the insurer.

## CONDITIONS *(applicable to this section of the insurance policy)*

Where **our** risk is affected by **your** failure to keep to these conditions **we** can refuse a claim or withdraw from an ongoing claim. **We** also reserve the right to recover **legal costs & expenses** from **you** if this happens.

### 1. Your responsibilities

**You** must:

- a. tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour; and
- b. co-operate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them; and
- c. take reasonable steps to recover **legal costs & expenses**, and where recovered, pay them to the insurer; and
- d. keep **legal costs & expenses** as low as possible; and
- e. allow **us** at any time to take over and conduct in **your** name any claim or investigation; and
- f. agree to **us** having site of the **appointed advisor's** file relating to **your** claim for auditing and quality control purposes.

### 2. Freedom to choose an appointed advisor

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

### 3. Settlement

- a. The insurer has the right to settle the claim by paying the reasonable value of **your** claim.
- b. **You** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c. If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the insurer reserves the right to refuse to pay further **legal costs & expenses**.

### 4. Barrister's opinion

**We** may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then **we** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the insurer will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under Condition 5 below.

### 5. Disputes

If any dispute between **you** and **us** arises from this Section, **you** can make a complaint to **us** as described on page 33 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## CONDITIONS (applicable to this section of the insurance policy) *continued*

### 6. Acts of parliament, statutory instruments, civil procedure rules

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

## HOW TO MAKE A CLAIM

If **you** need to make a claim:

1. **You** must notify **us** as soon as possible.
2. Under no circumstances should **you** instruct **your** own lawyer or accountant as the insurer will not pay any costs incurred without **our** agreement.
3. **You** can request a claim form, between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at **www.arag.co.uk/newclaims**
4. **We** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
5. Within five working days of receiving all the information needed to assess the availability of cover under this Section, **we** will write to **you** either:
  - confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
  - if the claim is not covered, explaining in full why and whether **we** can assist in another way.

When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## LEGAL EXPENSES INSURANCE - WHAT IS INSURED?

Following an insured event the insurer will pay **your legal costs & expenses** up to £100,000, for all claims related by time or originating cause, including the cost of appeals subject to all the following requirements being met.

1. The insured event happens within the **territorial limit**.
  2. The claim
    - a. always has **reasonable prospects of success**
    - b. is reported to **us**
      - i. during the **period of insurance**
      - ii. as soon as **you** first become aware of circumstances which could give rise to a claim.
  3. Unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim
    - a. to be heard by the **small claims court** and/or
    - b. before proceedings have been or need to be issued.
  4. Any dispute will be dealt with by a court, tax chamber of a first tier or upper tribunal, or through mediation agreed with **us**.
- A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

## LEGAL EXPENSES INSURANCE - WHAT IS INSURED? *continued*

What is covered	What is not covered
<b>Insured events</b>	
<p>1. Property</p> <p>A dispute relating to <b>your holiday let</b> following;</p> <p>a. a public or private nuisance or trespass provided that where any boundary is in dispute, <b>you</b> have satisfactorily evidenced its position</p> <p>b. an event which causes physical damage to <b>your holiday let</b> or any contents within it that belong to <b>you</b>.</p>	<ul style="list-style-type: none"> <li>• The first £100 of any claim under Insured event 1a). <b>You</b> must pay this to <b>us</b> as soon as <b>we</b> accept the claim.</li> <li>• A contract entered into by <b>you</b>.</li> <li>• Any building or land other than <b>your holiday let</b>.</li> <li>• The compulsory purchase, demolition, restriction controls or permissions placed on any land or property by any government, local or public authority.</li> <li>• Defending any dispute under Insured event 1a) other than defending a counter claim or an appeal.</li> <li>• A dispute with any party other than the person(s) who caused the damage, nuisance or trespass.</li> </ul>
<p>2. Contract</p> <p>A dispute arising out of an agreement or alleged agreement which <b>you</b> entered into for;</p> <p>a. buying or renting out <b>your holiday let</b> provided that <b>you</b></p> <p>i. have a written agreement with any party to whom <b>you</b> let which included a cancellation clause setting out notice required and right to a refund of deposit paid</p> <p>ii. can supply a signed inventory including a description of fittings and contents with a note of their condition;</p> <p>b. buying or hiring goods or services for <b>your holiday let</b>.</p>	<ul style="list-style-type: none"> <li>• An agreement to let out <b>your holiday let</b> for a term exceeding six months.</li> <li>• Loans and mortgages.</li> <li>• An employment contract.</li> <li>• A settlement due under an insurance policy.</li> </ul>
<p>3. Legal defence</p> <p>Defence of a criminal prosecution brought against <b>you</b> in a court of criminal jurisdiction arising from <b>your holiday let</b>.</p>	
<p>4. Tax</p> <p>A formal enquiry into <b>your</b> personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted.</p>	<ul style="list-style-type: none"> <li>• Any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.</li> <li>• An investigation by the Specialist Investigations (SI) branch of HM Revenue &amp; Customs.</li> <li>• Tax returns where HM Revenue &amp; Customs levy a penalty or which contain negligent misstatements, or where <b>you</b> fail to disclose income relating to <b>your holiday let</b>.</li> <li>• Where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to <b>your</b> financial arrangements.</li> </ul>

## LEGAL EXPENSES INSURANCE - WHAT IS INSURED? *continued*

What is covered	What is not covered
<b>Insured events</b>	
All insured events	<ul style="list-style-type: none"><li>• <b>Legal costs &amp; expenses</b> incurred without <b>our</b> consent.</li><li>• Any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which <b>you</b> believed or ought reasonably to have believed could lead to a claim under this Section.</li><li>• An amount below £100.</li><li>• An allegation against <b>you</b> involving:<ol style="list-style-type: none"><li>a. assault, violence or dishonesty, malicious falsehood or defamation</li><li>b. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials</li><li>c. illegal immigration</li><li>d. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).</li></ol></li><li>• A deliberate or reckless act by <b>you</b>.</li><li>• A judicial review.</li><li>• Repossession proceedings brought under Schedule 2 Part 1 of the Housing Act.</li><li>• Stag or bachelor and hen or spinster parties.</li><li>• A dispute with <b>us</b> not dealt with under Condition 5, or the insurer or the company that sold this policy.</li><li>• A group litigation order.</li><li>• The payment of fines, penalties or compensation awarded against <b>you</b>.</li></ul>

## EXTRA BENEFITS INCLUDED WITH LEGAL EXPENSES INSURANCE

### Legal and tax advice helpline

If **you** have a legal or UK tax problem **we** strongly recommend that **you** take advantage of **our** confidential legal and tax advice helpline. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

**You** can get advice by telephoning **0344 571 7976**.

Use of this service does not constitute reporting of a claim.

### Identity theft advice and resolution service

This advice helpline is open 8am to 8pm seven days a week. **You** can get advice by telephoning **0344 581 0397**.

### Consumer legal services

Register today at:

**www.araglegal.co.uk** and enter the voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters.



## HOW WE HANDLE COMPLAINTS

### Step 1

ARAG, and **magenta insurance** are committed to providing a first class service at all times. However, if a complaint arises, please contact **us**. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department, where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

**We** can be reached in the following ways:

ARAG plc,  
9 Whiteladies Road,  
Clifton,  
Bristol,  
BS8 1NN.

customerrelations@arag.co.uk

Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays.) For **our** mutual protection and training purposes, calls may be recorded.

### Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS).

They can be contacted at:

0800 0234 576 or 0300 123 9123

complaint.info@financial-ombudsman.org.uk

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

## HOME EMERGENCY COVER

Please read this document carefully to familiarise yourself with **our** terms and conditions, and how **you** can contact **us** if **you** have a **home emergency**.

This section only summarises the policy cover; the policy wording starts from page 35 and provides full terms, conditions and exclusions of the insurance contract between **you** and **us**. If **you** are unsure about anything in this document please contact **magenta insurance** on **03300 555 210** (Opening hours: Monday to Friday 9am to 5pm).

## MAKE A CLAIM

To claim under this policy telephone **0330 303 1869** (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.

## MAIN BENEFITS OF HOME EMERGENCY SOLUTIONS

With one call to **us**, an approved contractor will come to **your home** and make emergency repairs. **We** will cover **you** for up to £500 for all contractor's costs and charges; and parts and materials used arising from the same emergency.

**Our** cover includes all of the following domestic emergencies:

- The complete breakdown of **your** heating system.
- Plumbing and drainage problems.
- Damage which affects **your** security, including locks and windows.
- If **your** only toilet is broken.
- Loss of **your** power supply.
- Lost keys.
- Vermin infestation.
- Optional annual central heating boiler servicing is available on a pay per use basis by calling 01977 781493.

In addition **we** provide alternative accommodation if **your** home is unsafe or uncomfortable to stay in.

**Our** service is available 24 hours a day, 365 days a year and for additional peace of mind all **our** permanent repairs are guaranteed for 12 months.

## WHO IS ARAG?

ARAG UK is part of ARAG SE, a global leader in legal expenses and assistance insurance which generates annual premium **income** in **excess** of £1.5 billion.

## INDEX

	Page
Claims procedure .....	35
Your policy cover .....	35
Insured events covered .....	36
Policy conditions .....	37
Meaning of words and terms .....	39
How we handle complaints .....	40

## CLAIMS PROCEDURE

In the event of a **home emergency**:

1. Please telephone **0330 303 1869** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode, and the nature of the problem.
2. **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the damage. If the incident relates to an emergency covered under this policy, **we** will instruct a member of **our** emergency contractor network. Poor weather conditions or remote locations may affect normal standard of service.
3. If **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
4. It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own **contractors** as **we** will not pay their costs and it could stop **your** claim being covered.
5. **You** must report any major emergency which could result in serious damage to the **home** or injury, to the Emergency Services or the company that supplies the service.
6. **Your** call may be recorded for training and security purposes and will be answered as soon as possible.

### What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

### About us and your insurer

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

### Home Emergency Solutions

This policy is evidence of the contract between **you** and the **insurer**.

## YOUR POLICY COVER

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

1. **You** have paid the insurance premium.
2. The claim is reported to **us**;
  - a. during the **period of insurance**.
  - b. immediately after **you** first become aware of a **home emergency**.
3. **You** always agree to use the **contractor** chosen by **us**.

# INSURED EVENTS COVERED

## What is covered by this policy

- 1. Main Heating System**  
The total failure or complete breakdown, whether or not caused by **accidental damage**, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.
- 2. Plumbing & Drainage**  
The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home**, which results in a **home emergency**.
- 3. Home Security**  
Damage (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.
- 4. Toilet Unit**  
Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in **your home**.
- 5. Domestic Power Supply**  
The failure, whether or not caused accidentally, of **your home's** domestic electricity or gas supply.
- 6. Lost Keys**  
The loss or theft of the only available keys, if **you** cannot replace them to gain access to **your home**.
- 7. Vermin Infestation**  
**Vermin** causing damage inside the **home** or a health risk to **you**.
- 8. Alternative Accommodation Costs**  
**Your** overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

## What is not covered by this policy

- You** are not covered for any claim arising from or relating to:
- 1. emergency costs** which have been incurred before **we** accept a claim.
  - an **insured event** which happens within the first 48 hours of cover if **you** purchase this policy at a different date from any other related insurance policy.
  - emergency costs** where there is no-one at **home** when the **contractor** arrives.
  - any matter occurring prior to, or existing at the start of the policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this policy.
  - any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions.
  - a main heating system (including a **central heating boiler**), which is more than 15 years old.
  - warm air, solar and heating systems or boilers with an output over 60Kw/hr.
  - the cost of making permanent repairs including any redecoration or making good the fabric of **your home**;
    - a. once the emergency situation has been resolved.
    - b. arising from damage caused in the course of the repair or investigation of the cause of the **insured event** or in gaining access to **your home**.
  - the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
  - the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap).
  - garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks.
  - your home** being left **unoccupied** for more than 60 days consecutively.
  - goods or materials covered by a manufacturer's, supplier's and installer's warranty.
  - the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit to use.
  - a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.
  - subsidence, landslip** or **heave**.
  - blockage of supply or waste pipes to **your home** due to freezing weather conditions.

## INSURED EVENTS COVERED *continued*

What is covered by this policy

What is not covered by this policy

18. a. ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
- b. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c. war, invasion, act or foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- d. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.
- e. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon **you**.

## POLICY CONDITIONS

Failure to keep any of these conditions may lead the **insurer** to cancel **your** policy, or refuse to pay a claim.

### 1. Your Responsibilities

**You** must:

- a. observe and keep to the terms of the policy.
- b. not do anything that hinders **us** or the **contractor**.
- c. tell **us** immediately after first becoming aware of any **home emergency**.
- d. tell **us** immediately of anything that may materially alter **our** assessment of the claim.
- e. cooperate fully with the **contractor** and **us**.
- f. provide **us** with everything **we** need to help **us** handle the claim.
- g. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**.
- h. minimise any **emergency costs** and try to prevent anything happening that may cause a claim.
- i. allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.
- j. be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

### 2. Our Consent

**We** must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

### 3. Settlement

**You** must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this policy without **our** agreement.

#### Call out and labour costs

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

### 4. Disputes

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

## POLICY CONDITIONS *continued*

### 5. Fraudulent Claims

If **you** make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.

### 6. Cancellation

- a. **You** may cancel the policy within 14 days of purchasing the cover with a full refund of the insurance premium paid, providing **you** have not made a claim which has been accepted under the policy.
- b. **You** may cancel this policy at any time by giving written notice to **us**. The **insurer** will refund part of the premium for the unexpired period unless **you** have notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c. Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 14 days' written notice to **you**. The **insurer** will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - i. where the party claiming under this policy fails to co-operate with or provide information to **us** or the **contractor** in a way that materially affects **our** liability to process a claim, or **our** ability to defend the **insurer's** interests.
  - ii. where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.
  - iii. where **we** reasonably suspect fraud.

### 7. Jurisdiction

This policy will be governed by English Law.

### 8. Data Protection Act

**You** agree that any information provided to **us** and/or the **insurer** regarding **you** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

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

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



## MEANING OF WORDS AND TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### Central Heating Boiler

A boiler:

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

### Contractor

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

### Emergency Costs

- a. **Contractor's** reasonable and properly charged labour costs, parts and materials, and where necessary,
- b. Alternative accommodation costs incurred under **Insured Event 8**.

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

### Home

The accommodation at the address shown on the **schedule**, used as a Holiday Home or for Holiday Letting purposes within the United Kingdom, Channel islands and the Isle of Man.

### Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

### Period of Insurance

The period shown in **your** main insurance policy taken out at the same time as this policy.

### Vermin

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

### We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer.

### You/Your

The person to whom this policy has been issued and anyone living in the **home**.

Signed by  
Managing Director  
ARAG plc

# HOW WE HANDLE COMPLAINTS

## Step 1

ARAG, and **magenta insurance** are committed to providing a first class service at all times. However, if a complaint arises, please contact **us**. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your**

complaint will be passed to **our** Customer Relations Department, where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

**We** can be reached in the following ways:

ARAG plc,  
9 Whiteladies Road,  
Clifton,  
Bristol,  
BS8 1NN.

[customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded.

**magenta insurance**,  
3 Whiting Street,  
Bury St Edmunds,  
Suffolk,  
IP33 1NX.

[support@magentainurance.co.uk](mailto:support@magentainurance.co.uk)

Tel: 03300 555 210

## Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

0800 0234 576 or 0300 123 9123

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

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

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

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).



Three Whiting Street  
Bury St Edmunds  
Suffolk  
IP33 1NX

**t:** 03300 555 210  
**e:** [support@magentainsurance.co.uk](mailto:support@magentainsurance.co.uk)  
**w:** [www.magentainsurance.co.uk](http://www.magentainsurance.co.uk)

**magenta**  
insurance